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# CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico, La Quinta

**REGULAR MEETING ON TUESDAY, MARCH 19, 2024**  
**3:30 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; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF 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 – NONE**

**CONSENT CALENDAR**

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

	<b><u>PAGE</u></b>
1. APPROVE COUNCIL MEETING MINUTES OF FEBRUARY 20, 2024	9
2. ADOPT ORDINANCE NO. 611 ON SECOND READING AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE [ORDINANCE NO. 611]	17
3. ADOPT ORDINANCES NOS. 612 AND 613 ON SECOND READING APPROVING 1) ZONE CHANGE 2023-1000 AND 2) DEVELOPMENT AGREEMENT 2023-1000, RESPECTIVELY FOR THE CLUB AT CORAL MOUNTAIN PROJECT CONSISTING OF 750 RESIDENTIAL UNITS, A GOLF COURSE AND 60,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE; CEQA: THE DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THAT ALTERNATIVE 2 OF PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT, FOR ENVIRONMENTAL ASSESSMENT 2019-0010, APPLIES TO THE PROPOSED PROJECT; LOCATION: SOUTH OF AVENUE 58, EAST AND WEST OF MADISON STREET, AND NORTH OF AVENUE 60 [ORDINANCE NOS. 612 AND 613]	23
4. ADOPT RESOLUTION TO REAFFIRM ADOPTION OF ANNUAL ASSESSMENT FOR COUNTY SERVICE AREA 152, AUTHORIZE RIVERSIDE COUNTY TO CONTINUE TO LEVY ASSESSMENTS, AND INDEMNIFY AND HOLD THE COUNTY HARMLESS FOR LEVYING ASSESSMENTS ON CITY PARCELS [RESOLUTION NO. 2024-009]	95
5. ADOPT RESOLUTION TO APPROVE FINAL PARCEL MAP NO. 38793 LOCATED WITHIN THE MADISON CLUB RESIDENTIAL DEVELOPMENT AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 54 [RESOLUTION NO. 2024-010]	101
6. AUTHORIZE SUBMITTAL OF GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS FOR CALENDAR YEAR 2023 TO THE STATE OFFICE OF PLANNING AND RESEARCH AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; CEQA: MAKE A	109

DETERMINATION THAT THIS ACTION IS NOT A PROJECT AS DEFINED IN SECTION 15378(b)(2) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

7. APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH IN-SITE LANDSCAPE ARCHITECTURE TO PROVIDE ADDITIONAL ENGINEERING DESIGN AND ELECTRICAL LOCATING SERVICES FOR THE FRITZ BURNS PARK IMPROVEMENTS PROJECT NO. 2021-02 171
8. APPROVE CHANGE ORDER ESTIMATE FOR CONTRACT WITH ORTIZ CONSTRUCTION, INC., APPROVE AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT WITH BENGAL ENGINEERING, INC., AND AUTHORIZE AMENDMENT REQUEST TO COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AGREEMENT FOR THE DUNE PALMS ROAD BRIDGE IMPROVEMENT PROJECT NO. 2011-05 181
9. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH FIND FOOD BANK TO PROVIDE MOBILE MARKET AND NON-PERISHABLE FOOD KITS TO SENIORS AND LA QUINTA RESIDENTS 193
10. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH GovOS, INC. TO PROVIDE SHORT-TERM VACATION RENTAL PROGRAM PERMITTING SOFTWARE SERVICES AND TRANSIENT OCCUPANCY TAX COLLECTIONS 225
11. EXCUSE ABSENCE OF COMMISSIONER HERNANDEZ FROM THE MARCH 12, 2024, PLANNING COMMISSION MEETING 261
12. APPROVE DEMAND REGISTERS DATED MARCH 1, AND MARCH 8, 2024 263
13. RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED DECEMBER 31, 2023 277

**BUSINESS SESSION**

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| 1. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH TRITON TECHNOLOGY SOLUTIONS, INC. FOR AUDIO AND VIDEO SYSTEM UPGRADES AND ANNUAL MAINTENANCE AND SUPPORT SERVICES FOR SEVERAL MEETING ROOMS AT CITY HALL AND WELLNESS CENTER | 283                |

**STUDY SESSION**

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|---|--------------------|
| 1. DISCUSS ANNEXATION PROCESS RELATED TO THE SOUTHERN SPHERE OF INFLUENCE AREA, INCLUDING AN OVERVIEW OF PROPERTY TAXES, REVENUES, AND CURRENT INFRASTRUCTURE | 343                |

**PUBLIC HEARINGS** – 5:00 p.m. or thereafter

For all Public Hearings on the agenda, a completed “Request to Speak” form must be filed with the City Clerk prior to consideration of that item; comments are limited to three (3) minutes (approximately 350 words).

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

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| 1. ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51555 MADISON STREET AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE [RESOLUTION NO. 2024-011]  | 347                |
| 2. ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51251 AVENIDA OBREGON AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE [RESOLUTION NO. 2024-012] | 373                |

**DEPARTMENTAL REPORTS**

1. CITY MANAGER
2. CITY ATTORNEY
3. CITY CLERK
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 ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. VISIT 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. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Evans & Sanchez)
- 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 (McGarrey)
- 14. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
- 15. CVAG TRANSPORTATION COMMITTEE (Fitzpatrick)
- 16. IMPERIAL IRRIGATION DISTRICT – ENERGY CONSUMERS ADVISORY COMMITTEE (McGarrey)
- 17. COACHELLA VALLEY MOUNTAINS CONSERVANCY (McGarrey)
- 18. LEAGUE OF CALIFORNIA CITIES – ENVIRONMENTAL QUALITY POLICY COMMITTEE (McGarrey)
- 19. LEAGUE OF CALIFORNIA CITIES – EXECUTIVE COMMITTEE RIVERSIDE COUNTY DIVISION (McGarrey)
- 20. CANNABIS AD HOC COMMITTEE (Peña & Sanchez)
- 21. CVAG PUBLIC SAFETY COMMITTEE (Peña)
- 22. CVAG HOMELESSNESS COMMITTEE (Peña)
- 23. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (Peña)
- 24. SUNLINE TRANSIT AGENCY (Peña)
- 25. ANIMAL CAMPUS COMMISSION (Sanchez)
- 26. LEAGUE OF CALIFORNIA CITIES – PUBLIC SAFETY COMMITTEE (Sanchez)
- 27. RIVERSIDE LOCAL AGENCY FORMATION COMMISSION (Sanchez)
- 28. ART PURCHASE COMMITTEE (Sanchez & McGarrey)
- 29. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Sanchez)
- 30. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL (Sanchez)

**ADJOURNMENT**

\*\*\*\*\*

The next regular meeting of the City Council will be held on April 2, 2024, at 4:00 p.m. at the City Hall Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, City Clerk of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City’s website, near the entrance to the Council Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on March 14, 2024.

DATED: March 14, 2024

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](http://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](mailto: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](mailto:CityClerkMail@LaQuintaCA.gov) any time prior to the adjournment of the meeting, and will be distributed to the City Council, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.





**CITY COUNCIL  
MINUTES  
TUESDAY, FEBRUARY 20, 2024**

**CALL TO ORDER**

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

PRESENT: Councilmembers Fitzpatrick, McGarrey, Peña, Sanchez, and Mayor Evans  
ABSENT: None

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

**CONFIRMATION OF AGENDA**

City Attorney Ihrke requested Council consider voting to add a closed session item to the agenda pursuant to Government Code section 54954.2, subdivision (b)(2) [Brown Act] due to significant exposure to litigation based upon the receipt of two emails from a member of the public, sent on Saturday, February 17, 2024, and received by the City Attorney's Office on Monday, February 19, 2024, alleging negligence, among other allegations, against the City in connection with the issuance of specified permits, which include an operable and governing permit for an event planned to occur before the next regularly scheduled Council meeting. Mr. Ihrke said, procedurally, in accordance with the Brown Act, since this matter came to the attention of staff subsequent to publishing the agenda packet on Friday, February 18, 2024, and because there is a need to take immediate action by the Council, and the City Attorney needs to update and receive direction from Council on the emails received, Council may add the proposed Closed Session Item No. 2 on tonight's agenda by a minimum four-fifth vote, and if approved, the item will be added as follows:

*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)*

City Attorney Ihrke noted that at the conclusion of Closed Session, any action(s) taken will be reported out pursuant to the Brown Act.

**MOTION** – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to add Closed Session Item No. 2 to the agenda. Motion passed unanimously.

## **CLOSED SESSION**

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (d) OF SECTION 54956.9 (NUMBER OF POTENTIAL CASES: 1)**
2. *Added at Confirmation of Agenda >>>* **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 3:34 P.M.*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:07 P.M. WITH ALL MEMBERS PRESENT*

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

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

- **CLOSED SESSION ITEM NO. 1** – Council took the following action on this item:

**MOTION** – A motion was made and seconded by Councilmembers McGarrey/Fitzpatrick to authorize the City Attorney to initiate litigation with the coordination of the City Attorney’s Office. Motion passed unanimously.

City Attorney Ihrke noted that upon the formal commencement and filing of litigation, the name of the action, defendants, and other particulars of the litigation may be disclosed upon inquiry.

- *Added at Confirmation of Agenda >>>* **CLOSED SESSION ITEM NO. 2** – Council will continue consideration of this item after the open portion session of the meeting.

## **PLEDGE OF ALLEGIANCE**

Councilmember McGarrey led the audience in the Pledge of Allegiance.

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

## **ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS**

1. **INTRODUCE RIVERSIDE COUNTY SHERIFF’S DEPARTMENT SERGEANT PATRICK (PAT) MUSHINSKIE**

Mayor Evans provided a brief summary of Sgt. Mushinskie's experience and qualifications. Lieutenant Velasco introduced Sgt. Mushinskie and spoke of his professionalism, work ethic, drive, and valuable experience he brings to the team. Sgt. Mushinskie said he is excited about his new assignment and looking forward to working with his new team; Council congratulated and welcomed Sgt. Mushinskie on his new endeavor.

### **CONSENT CALENDAR**

1. **ADOPT ORDINANCE NO. 610 ON SECOND READING AMENDING CHAPTER 2.95 OF THE LA QUINTA MUNICIPAL CODE RELATING TO THE COMMUNITY SERVICES COMMISSION AND RENAMING IT TO THE ARTS AND COMMUNITY SERVICES COMMISSION [ORDINANCE NO. 610]**
2. **APPROVE CUSTODY AGREEMENT WITH U.S. BANK, NATIONAL ASSOCIATION FOR ASSET CUSTODY SERVICES**
3. **AUTHORIZE OVERNIGHT TRAVEL FOR MAYOR AND ONE COUNCILMEMBER TO ATTEND THE LEAGUE OF CALIFORNIA CITIES CITY LEADERS SUMMIT IN SACRAMENTO, CALIFORNIA, APRIL 17-19, 2024**
4. **RECEIVE AND FILE SECOND QUARTER FISCAL YEAR 2023/24 TREASURY REPORTS FOR OCTOBER, NOVEMBER, AND DECEMBER 2023**
5. **APPROVED DEMAND REGISTERS DATED FEBRUARY 2, AND FEBRUARY 9, 2024**

### **CONSENT CALENDAR ITEM NO. 2**

City Clerk Radeva said staff distributed a revised red-lined insurance requirements as Exhibit B to the Asset Custody Agreement as a HAND-OUT, which was distributed to Council, made public, published on the City's website, and included in the public record of this meeting.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to approve the Consent Calendar as recommended, with Item No. 1 adopting Ordinance No. 610. Motion passed unanimously.

### **BUSINESS SESSION**

1. **ADOPT RESOLUTION ADOPTING A SPONSORSHIP POLICY**  
[RESOLUTION NO. 2024-005]

Community Services Deputy Director Calderon introduced Management Analyst Calderon who presented the staff report, which is on file in the Clerk's Office.

Council discussed including opportunities for pickleball sponsorship and AM/EX sponsorship; means of vetting individuals who may donate; individual donations less than \$50,000; ability to decline interested sponsors/donors based on values or exhibiting questionable motives or actions; Council's ability to give final approval as well as ability to deny without explanation; adding clarifying language to define prescription drugs versus illicit drugs; possible conflict with a company under City contract and also being a sponsor; confirmed that staff and Council may make changes to the policy over time; difference between the Sponsorship Policy and a Naming Policy, the latter of which staff is currently drafting and will bring forth for Council review at a future meeting; Sponsorship Policy as a marketing tool; the proposed Sponsorship Policy has no influence on City-sponsorship; possibility of creating a future budget line for Sponsorship Fund/Grant Fund.

PUBLIC SPEAKER: Melissa Labayog, La Quinta – said the Sponsorship Policy should include the formation of an Ethics Commission to review any potential sponsorship opportunities that come before the City.

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to adopt Resolution No. 2024-005 to adopt a Sponsorship Policy as recommended:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA,  
CALIFORNIA, ADOPTING A SPONSORSHIP POLICY

Motion passed unanimously.

**2. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH MARK THOMAS & COMPANY TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR AVENUE 50 BRIDGE PROJECT NO. 2019-02, LOCATED ON AVENUE 50 OVER THE LA QUINTA EVACUATION CHANNEL**

Public Works Director/City Engineer Bryan McKinney introduced Management Analyst Mignogna who presented the staff report, which is on file in the Clerk's Office.

Council discussed right-of-way (ROW) phase of the project, and the involvement of the Coachella Valley Water District (CVWD); the developer of La Quinta Village Apartments (formerly known as Troutdale), and the owner of the south-east corner lot, UHC 00217 LAQUINTA, on obtaining ROW and/or encroachment permits necessary before construction may begin; staff noted on page 152 of the staff report are included optional tasks in the scope of work out of precaution to account for all possible necessary projects, clarifying that it is easier to remove these tasks from the scope of work than to add them in at a later date; importance of City communication efforts to the public and the school district related to closing Avenue 50 as this project gets closer to construction; questioned if the City would be required to pre-pay the Caltrans funding portion of the construction phase, which staff confirmed, noting these funds would come from the 2026/27 fiscal year Capital Improvement Program budget, and the City will be reimbursed over time; working with CVWD to make modifications to the evacuation channels to resolve elevation issues and flooding areas after storms, noting that Mark Thomas & Company will also be involved in coordination efforts.

Staff provided an update on the Dune Palms Bridge project, stating they hope to open the access road in April 2024, and the 2nd half of the bridge construction has started.

**MOTION** – A motion was made and seconded by Councilmembers Peña/Fitzpatrick to, approve agreement for contract services with Mark Thomas & Company to provide professional engineering services for Avenue 50 Bridge Project No. 2019-02; and authorize the City Manager to finalize and execute the agreement as recommended, contingent upon Caltrans acceptance of the contract financial documents. Motion passed unanimously.

**3. APPOINT THE PUBLIC WORKS DIRECTOR TO SERVE ON THE IMPERIAL IRRIGATION DISTRICT (IID) ENERGY CONSUMERS ADVISORY COMMITTEE (ECAC) FOR THE REMAINDER OF AN UNEXPIRED TERM ENDING DECEMBER 31, 2024**

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

Council discussed the IID ECAC meeting schedule; need to appoint a member to serve on the ECAC after receiving the resignation of resident member Lee Osborne; political nature of the position and contrast of municipal staff versus elected officials serving on the ECAC; current ratio of staff and residents serving; opening the position up for a community volunteer to appoint; and ECAC is not a commission, but is an advisory committee only.

Public Works Director/City Engineer McKinney expressed his confidence in serving on the ECAC and differentiating between political versus technical matters.

**MOTION** – A motion was made and seconded by Councilmembers McGarrey/Sanchez to appoint Public Works Director Bryan McKinney to serve as the City’s representative on the Imperial Irrigation District Energy Consumers Advisory Committee for the remainder of an unexpired term ending December 31, 2024. Motion passed unanimously.

**STUDY SESSION** – None

**PUBLIC HEARINGS** – None

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

**3. SHORT-TERM VACATION RENTAL PROGRAM – 2024 CODE UPDATES AND 2023 QUARTER 4 (OCTOBER – DECEMBER) PROGRAM OVERVIEW OF CHARACTERISTICS, COMPLIANCE, AND ENFORCEMENT**

City Clerk Radeva provided a brief overview of the short-term vacation rental (STVR) 2024 Code updates and 2023 Quarter 4 program, and noted staff will provide to Council location information on the newly issued Homeshare STVR permits and potential large-lot permits.

## **7-C. PUBLIC SAFETY – POLICE QUARTERLY REPORT – OCTOBER – DECEMBER 2023**

Riverside County Sheriff's Department, Lt. Velasco explained the increase in response time noted in the quarterly report is due to staffing levels; and recruitment in the eastern Coachella Valley is difficult, but they are in the process of increasing the workforce.

Council requested a list of Sheriff's Department employees, who serve or have served the City, and are retiring in the coming weeks and months so that the City may recognize them.

### **MAYOR'S AND COUNCIL MEMBERS' ITEMS**

Councilmember Fitzpatrick reported on her attendance at The Palms Assisted Living Memory Care facility's Valentine's Day event; and the volunteer orientation for the La Quinta Arts Celebration.

Mayor Evans reported on her attendance at the Palm Springs Air Museum Gala; speaker at Leadership Coachella Valley hosted by the City of La Quinta followed by a reception at Old Town Artisan Studio; and Riverside County Date Festival Parade with Councilmembers McGarrey and Peña.

Mayor Pro Tem Peña reported on his attendance at the Palm Springs Air Museum Gala; an event at Mama's House (a facility for supporting mothers in crises); and the Riverside County National Date Festival Presidents' Day Parade.

Councilmember Sanchez reported on his attendance at the joint Riverside-San Bernardino Counties League of California Cities meeting.

Councilmember McGarrey reported on her attendance at the "Coffee with a Cop" event held at Aspen Mills; Coachella Valley Water District Sustainability Tour; College of the Desert tour; and the Riverside County National Date Festival Presidents' Day Parade.

### **REPORTS AND INFORMATIONAL ITEMS**

La Quinta's representative for 2024, Mayor Evans reported on her participation in the following organizations' meetings:

- CVAG ENERGY AND SUSTAINABILITY COMMITTEE
- IMPERIAL IRRIGATION DISTRICT – CV ENERGY COMMISSION

La Quinta's representative for 2024, Councilmember Fitzpatrick reported on her participation in the following organization's meeting:

- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

La Quinta's representative for 2024, Councilmember McGarrey reported on her participation in the following organizations' meetings:

- GREATER CV CHAMBER OF COMMERCE INFO EXCHANGE COMMITTEE
- LEAGUE OF CALIFORNIA CITIES – EXECUTIVE COMMITTEE, RIVERSIDE COUNTY DIVISION

La Quinta's representative for 2024, Mayor Pro Tem Peña reported on his participation in the following organizations' meetings:

- COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES
- CVAG PUBLIC SAFETY COMMITTEE

**CLOSED SESSION** – Continued

2. [Added at Confirmation of Agenda >>>](#) **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 5:30 P.M.,*

*MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 6:26 P.M. WITH ALL MEMBERS PRESENT*

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

City Attorney Ihrke said Council concluded consideration of Closed Session Item No. 2 and there were no actions taken that require reporting pursuant to Government Code Section 54957.1 (Brown Act).

**ADJOURNMENT**

There being no further business, a motion was made and seconded by Councilmembers Peña/McGarrey to adjourn at 6:27 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk  
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)



# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT ORDINANCE NO. 611 ON SECOND READING AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE

---

### RECOMMENDATION

Adopt Ordinance No. 611 on second reading.

### EXECUTIVE SUMMARY

- Chapter 3.25 of the La Quinta Municipal Code (LQMC) relates to short-term vacation rentals (STVRs), including permitted uses, STVR processes and permitting procedures, requirements, violations, fines, among other provisions.
- On March 5, 2024, Council introduced Ordinance No. 611 for first reading to amend Subsection (G) of Section 3.25.050 – “STVR permit – Required” of the LQMC related to the ability for an owner, owner’s authorized agent or representative, or owner’s designated local contact person to voluntarily “opt-out” of the requirements of Chapter 3.25 to streamline requirements and align the code with existing practices.
- If adopted on second reading, Ordinance No. 611 will go into effect 30 days after adoption or on April 19, 2024.

**FISCAL IMPACT** – None.

### BACKGROUND/ANALYSIS

Amendments to the LQMC are needed from time to time to align the code with current best practices, consolidate provisions, remove unnecessary detail, improve processes, and update terms. Pursuant to State statutory and case law, the City has broad authority to regulate STVR uses operating within the City.

As relevant here, Chapter 3.25 currently includes the ability for an owner, owner’s authorized agent or representative, or owner’s designated local contact person to

voluntarily “opt-out” of the City’s STVR Program requirements even after having received and holding an active STVR permit.

On March 5, 2024, Council introduced Ordinance No. 611 for first reading to amend Subsection (G) of Section 3.25.050 – “STVR permit – Required” of the LQMC, which if adopted on second reading shall:

- 1) Clarify that an owner, the owner’s authorized agent or representative and/or the owner’s designated local contact person may submit a written request or a declaration of non-use to opt-out of a current STVR permit, prior to the permit’s expiration.
- 2) Establish a universal 12-month wait period applicable to all STVR permits that have voluntarily opted-out of the requirements of Chapter 3.25 prior to the STVR permit expiration, before they are eligible to apply for a new STVR permit.
- 3) Effectuate this code amendment as of January 1, 2023.

The proposed LQMC amendment to Subsection 3.25.050(G) streamlines requirements and aligns the code with existing practices.

### ALTERNATIVES

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

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

**ORDINANCE NO. 611**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING SUBSECTION 3.25.050(G) OF THE LA QUINTA MUNICIPAL CODE RELATED TO SHORT-TERM VACATION RENTALS REGARDING WRITTEN NOTICE AND DECLARATION OF NON-USE**

**WHEREAS**, Chapter 3.25 of the La Quinta Municipal Code (LQMC) relates to short-term vacation rentals (STVRs), including permitted uses, STVR processes and permitting procedures, requirements, violations, fines, and other specific provisions, including (as relevant here) the ability for an owner, owner’s authorized agent or representative, or owner’s designated local contact person to voluntarily “opt-out” of the requirements of Chapter 3.25 after having received and holding an active STVR permit; and

**WHEREAS**, the City has the authority to regulate residential uses, including STVR uses, operating within the City; and

**WHEREAS**, the proposed amendment to Subsection (G) of Section 3.25.050 – “Short-term vacation rental permit – Required” – streamlines the requirements and aligns the code with existing practices.

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

**SECTION 1.** Subsection (G) is of Section 3.25.050 – Short-term vacation rental permit – Required of the La Quinta Municipal Code shall be amended as written in “Exhibit A,” attached hereto and incorporated herein by this reference.

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

**SECTION 3. RETROACTIVE APPLICATION:** Upon the effective date of this Ordinance, the amendment to Subsection 3.25.050(G) shall be applicable from and after January 1, 2023. It is the expressed intent of the City Council by adopting this Ordinance to have the amendments enacted hereby to apply retroactively from and after the date aforementioned.

**SECTION 4. 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 5. CORRECTIVE AMENDMENTS:** the City Council does hereby grant the City Clerk the ability to make minor amendments and corrections of typographical or

Ordinance No. 611

Chapter 3.25 Short-Term Vacation Rentals – Amending Subsection 3.25.050(G) regarding Declaration of Non-Use

Adopted: March 19, 2024

Page 2 of 4

clerical errors to this ordinance to ensure consistency of all approved text amendments prior to the publication in the La Quinta Municipal Code.

**SECTION 6. 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.

**PASSED, APPROVED and ADOPTED,** at a regular meeting of the La Quinta City Council held this 19<sup>th</sup> day of March 2024, 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

**EXHIBIT A**

**3.25.050 Short-term vacation rental permit – Required.**

...

- G. An owner or owner's authorized agent or representative who claims not to be operating a short-term vacation rental unit or who has obtained a valid short-term vacation rental permit and business license pursuant to this chapter, may voluntarily opt-out of the requirements of this chapter, prior to the issuance or expiration of a short-term vacation rental permit and business license that are applicable to the short-term vacation rental unit, only upon the owner, the owner's authorized agent or representative and/or the owner's designated local contact person submitting a written request or executing, under penalty of perjury, a declaration of non-use as a short-term vacation rental unit, in a form prescribed by the city (for purposes of this chapter, a "declaration of non-use"). Upon the receipt and filing with the city a written request or a fully executed declaration of non-use, the short-term vacation rental permit and business license shall be closed and the owner or owner's authorized agent or representative shall be released from complying with this chapter as long as the property is not used as a short-term vacation rental unit. Use of the property as a short-term vacation unit after the city's receipt and filing of a written request or a declaration of non-use is a violation of this chapter. If, after a written notice or a declaration of non-use has been received and filed with the city, the owner or owner's authorized agent or representative wants to use that property as a short-term vacation rental unit, the owner may apply for a new short-term vacation rental permit and business license only after twelve (12) consecutive months have elapsed from the date of the city's receipt of the written notice or the declaration of non-use, and the owner and owner's authorized agent or representative otherwise shall fully comply with the requirements of this chapter and the code.

Ordinance No. 611  
Chapter 3.25 Short-Term Vacation Rentals – Amending Subsection 3.25.050(G) regarding Declaration of Non-Use  
Adopted: March 19, 2024  
Page 4 of 4

(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. 611 which was introduced at a regular meeting on the 5th day of March, 2024, and was adopted at a regular meeting held on the 19th day of March, 2024, 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 the \_\_\_ day of \_\_\_\_\_, 2024, pursuant to Council Resolution.

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

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT ORDINANCES NOS. 612 AND 613 ON SECOND READING APPROVING 1) ZONE CHANGE 2023-1000 AND 2) DEVELOPMENT AGREEMENT 2023-1000, RESPECTIVELY FOR THE CLUB AT CORAL MOUNTAIN PROJECT CONSISTING OF 750 RESIDENTIAL UNITS, A GOLF COURSE AND 60,000 SQUARE FEET OF RETAIL COMMERCIAL SPACE; CEQA: THE DESIGN AND DEVELOPMENT DEPARTMENT HAS DETERMINED THAT ALTERNATIVE 2 OF PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT, FOR ENVIRONMENTAL ASSESSMENT 2019-0010, APPLIES TO THE PROPOSED PROJECT; LOCATION: SOUTH OF AVENUE 58, EAST AND WEST OF MADISON STREET, AND NORTH OF AVENUE 60

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### RECOMMENDATION

Adopt Ordinance No. 612 approving Zone Change 2023-1000 and Ordinance No. 613 approving Development Agreement 2023-1000 on second reading.

### EXECUTIVE SUMMARY

- On March 5, 2024, Council adopted resolutions approving the Club at Coral Mountain project (Project) as follows: 1) Resolution No. 2027-007 certifying Environmental Impact Report (EIR) (SCH # 2021020310) for Alternative No. 2 prepared for Environmental Assessment 2019-0010; and 2) Resolution No. 2027-008 approving General Plan Amendment (GPA) 2023-1000, Specific Plan (SP) 2023-0003 (SP 2003-067, Amendment V), and Tentative Tract Map (TTM) 2023-0005 (TTM 37815).
- On March 5, 2024, Council introduced Ordinances Nos. 612 and 613 for first reading adopting Zone Change (ZC) 2023-1000 and Development Agreement (DA) 2023-1000.
- If adopted on second reading, Ordinances Nos. 612 and 613 will go into effect 30 days after adoption, or on April 19, 2024.

### FISCAL IMPACT

Development Agreement 2023-1000 includes payment of a \$1,000 per unit mitigation fee to recover expenses associated with public safety, as this portion of the City does not generate sufficient property tax to offset costs for these services.

## BACKGROUND/ANALYSIS

On March 5, 2024, Council held a duly noticed public hearing to consider the Project, consisting of 750 residential units, a golf course, and 60,000 square feet of retail commercial space, and adopted resolutions and introduced ordinances for first reading as follows:

- Resolution No. 2024-007 certified EIR (SCH #2021020310) for Alternative No. 2, for the Project; adopting environmental findings and Statement of Overriding Considerations pursuant to the California Environmental Quality Act (CEQA); and adopting a mitigation monitoring and reporting program.
- Resolution No. 2024-008 approved:
  - ✓ GPA 2023-1000 modified the layout of the Low Density Residential, General Commercial / Neighborhood Commercial and Open Space Recreation / Golf Course land use designations on the Project site to allow for a slightly different layout, resulting in minor decrease in Low Density Residential land and increase in golf Course land, as shown in Table 1 and Exhibit 1 below.
  - ✓ SP 2023-0003 updated and modified the Andalusia Specific Plan (SP 2003-067, Amendment V) by limiting the commercial square footage to 60,000 square feet (reducing it from the previously allowed approximately 84,000 square feet); changed the Design Guidelines section for the west side to contemporary from the previously approved Spanish architectural style; added Sheep Protection Plan under Section 2.8.5 to address protection of Bighorn Sheep at Coral Mountain, as provided in the Project EIR; added a golf course clubhouse, fitness center and similar recreational facilities, both indoor and outdoor, as permitted uses in Planning Area III, in addition to the already allowed outdoor recreational facilities; and made minor modifications to the balance of the Specific Plan affecting the west half of the plan area only.
  - ✓ TTM 2023-0005 (TTM 37815) subdivided the 387 acres on the west side of Madison Street into 7 lots for financing purposes only.
- Ordinance No. 612, if adopted, will adopt ZC 2023-1000 amending the Zoning Map (Exhibit A) to match the modifications made as part of the adopted GPA and ensure consistency. The zone map change is warranted as the configuration of uses has marginally changed, as shown in the table below, and consistency with the conceptual plan for the Project is required.



**Table 1  
Land Use Summary\***

Land Use	Zoning	Existing Acres	Proposed Acres	Change (acres)
General Commercial	Neighborhood Commercial (CN)	8.4	7.7	-0.7
Low Density Residential	Low Density Residential (RL)	204.2	191.8	-12.4
Open Space (Recreation)	Golf Course (GC)	171.9	187.5	+15.6
*Note that Existing acreage is calculated on net (384.5 acres) and Proposed is calculated on gross (387 acres).				

- Ordinance No. 613, if adopted, will approve DA 2023-1000 which includes the following terms:
  1. Vests the Project approvals and requires that the applicant develop the Project pursuant to those approvals to include up to 750 residential units, a golf course, and 60,000 square feet of commercial space.
  2. Allows short-term vacation rentals (STVRs) for the residential units within the Project; STVRs are an allowed use within the SP.
  3. Requires compliance with the Project design features and mitigation measures in the EIR.
  4. Imposes an annual \$1,000 per unit mitigation fee for public safety costs.
  5. Allows the reduction or elimination of the per unit mitigation fee based on the amount of transient occupancy tax received by the City in two consecutive previous years.
  6. Establishes a 10-year phased development schedule, with the backbone infrastructure and golf course being completed within 4± years, and the residential and commercial components within 10 years.

If adopted on second reading, Ordinances Nos. 612 and 613 will go into effect 30 days after adoption, or on April 19, 2024.

The applicant is required to submit Site Development Permits (SDPs) for the golf course, residential units, and commercial square footage, and Tract Maps for any further division of the lots for single family homes. The applicant has not yet submitted any subsequent permits. The SP document contains a graphic of the design concept for the future Project on which the current applications are based:

## Exhibit 1 – Project Design Concept



### AGENCY AND PUBLIC REVIEW

All written comments received are on file and available for review with the Design and Development Department. All applicable comments have been adequately addressed and/or incorporated in the recommended conditions of approval (COAs).

### Public Hearing Notice

The March 5, 2024, public hearing for this Project was advertised in *The Desert Sun* newspaper on February 23, 2024, distributed to properties within 500 feet of the Site, and emailed or mailed to all interested parties requesting notification of the project.

### Tribal Consultation

In accordance with SB18 and AB52, Tribal Consultation was conducted with the Agua Caliente Band of Cahuilla Indians (ACBCI), who were the only tribe to request consultation. Mitigation measures in the EIR address ACBCI's concerns regarding the site.

### ALTERNATIVES

As Council approved these ordinances at first reading, Staff does not recommend an alternative.

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

**ORDINANCE NO. 612**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AMENDING THE ZONING MAP TO CHANGE THE SHAPE AND ACREAGE OF NEIGHBORHOOD COMMERCIAL, LOW DENSITY RESIDENTIAL, AND GOLF COURSE DISTRICTS FOR ASSESSOR'S PARCEL NOS. 764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003, 766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002, 766-080-004, AND 766-080-005**

**CASE NUMBER: ZONE CHANGE 2023-1000**

**APPLICANT: CM WAVE DEVELOPMENT LLC**

**WHEREAS**, the City Council of the City of La Quinta, California did, on March 5, 2024, hold a duly noticed Public Hearing, to consider a request by CM Wave Development LLC for approval of General Plan Amendment 2023-1000, Zone Change 2023-1000, Specific Plan Amendment 2023-0003, Tentative Tract Map 2023-0005 (TTM 37815), and Development Agreement 2023-1000, and specifically the Zone Change would amend the Zoning Map distribution and acreage of Neighborhood Commercial, Low Density Residential, Parks and Recreation Districts for Assessor's Parcel Nos. 764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003, 766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002, 766-080-004, and 766-080-005; and

**WHEREAS**, the General Plan Amendment, Specific Plan Amendment, and Tentative Tract Map were adopted by Council Resolution No. 2021-008, and the Development Agreement is being adopted by Ordinance No. 613 in accordance with state law; and

**WHEREAS**, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on February 23, 2024, as prescribed by the Municipal Code. Public hearing notices were also mailed to all property owners within 500 feet of the site, and emailed or mailed to all interested parties who have requested notification relating to the project; and

**WHEREAS**, the Planning Commission of the City of La Quinta, California, did adopt Planning Commission Resolution No. 2024-004 recommending City Council adoption of said Zone Change at a duly noticed Public Hearing on the January 23, 2024; and

**WHEREAS**, said Zone Change has complied with the requirements of "The Rules to Implement the California Environmental Quality Act of 1970" (CEQA) as amended (Resolution No. 1983-68). The City prepared an Environmental Impact Report (SCH

Ordinance No. 612  
Zone Change 2023-1000  
Project: Club at Coral Mountain  
Adopted: March 19, 2024  
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#2021020310) for Environmental Assessment 2019-0010. On March 5, 2024, the City Council adopted Resolution No. 2024-007 on March 5, 2024, certifying the Environmental Impact Report for Alternative No. 2, and making Findings to determine that the benefits of the proposed project outweigh the significant impacts associated with aesthetics, air quality, greenhouse gas emissions and traffic as it pertains to vehicle miles traveled, and adopted a Statement of Overriding Considerations as Exhibit A of said Resolution, detailing the findings in support of this determination; and

**WHEREAS**, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.220.010 of the La Quinta Municipal Code to justify approval of said Zone Change [Exhibit A]:

1. The zone map change is consistent with the goals, objectives, and policies of the General Plan, as described above.
2. Approval of the zone map change will not create conditions materially detrimental to the public health, safety, and general welfare because the community will be entirely self-contained and of high quality, and will include homes, a golf course and perimeter improvements and streets consistent and complementary to improvements surrounding the site.
3. The zone map change is compatible with the zoning on adjacent properties as it continues the pattern of master planned communities envisioned in the General Plan for southern areas of La Quinta.
4. The zone map change is suitable and appropriate for the subject property because the property is essentially flat, and the same land uses as currently permitted will be developed.
5. Approval of the zone map change is warranted because the configuration of uses has marginally changed, and consistency with the conceptual plan for the project is required.

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

**SECTION 1.**        **FINDINGS AND APPROVAL:** That the above recitations are true and constitute the Findings of the City Council in this case, and that the City Council hereby approves and incorporates herein by this reference Zone Change 2023-1000 by the adoption of this Ordinance.

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

Ordinance No. 612  
Zone Change 2023-1000  
Project: Club at Coral Mountain  
Adopted: March 19, 2024  
Page 3 of 4

**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 this Ordinance 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.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the City of La Quinta City Council, held on this 19<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

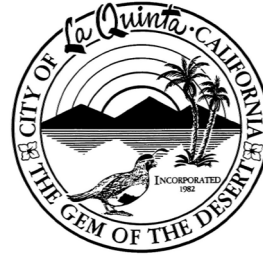
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LINDA EVANS, Mayor  
City of La Quinta, California

Ordinance No. 612  
Zone Change 2023-1000  
Project: Club at Coral Mountain  
Adopted: March 19, 2024  
Page 4 of 4

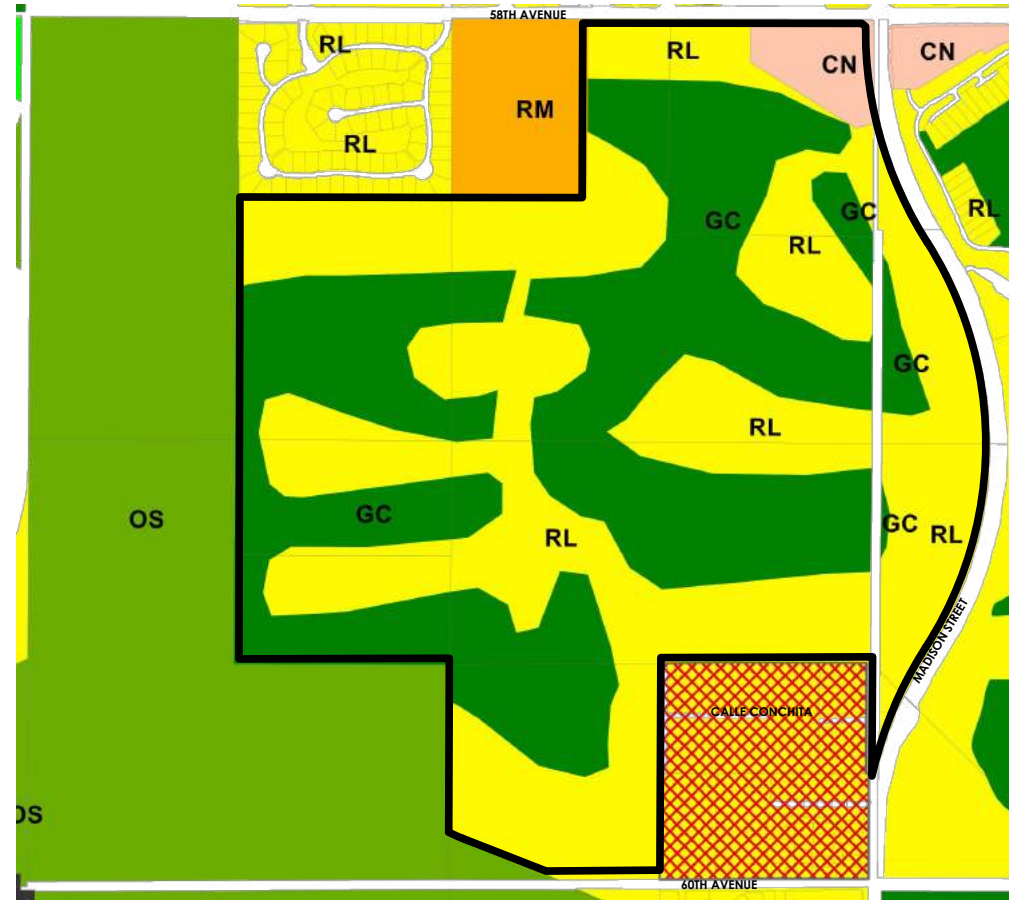
**ATTEST:**

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

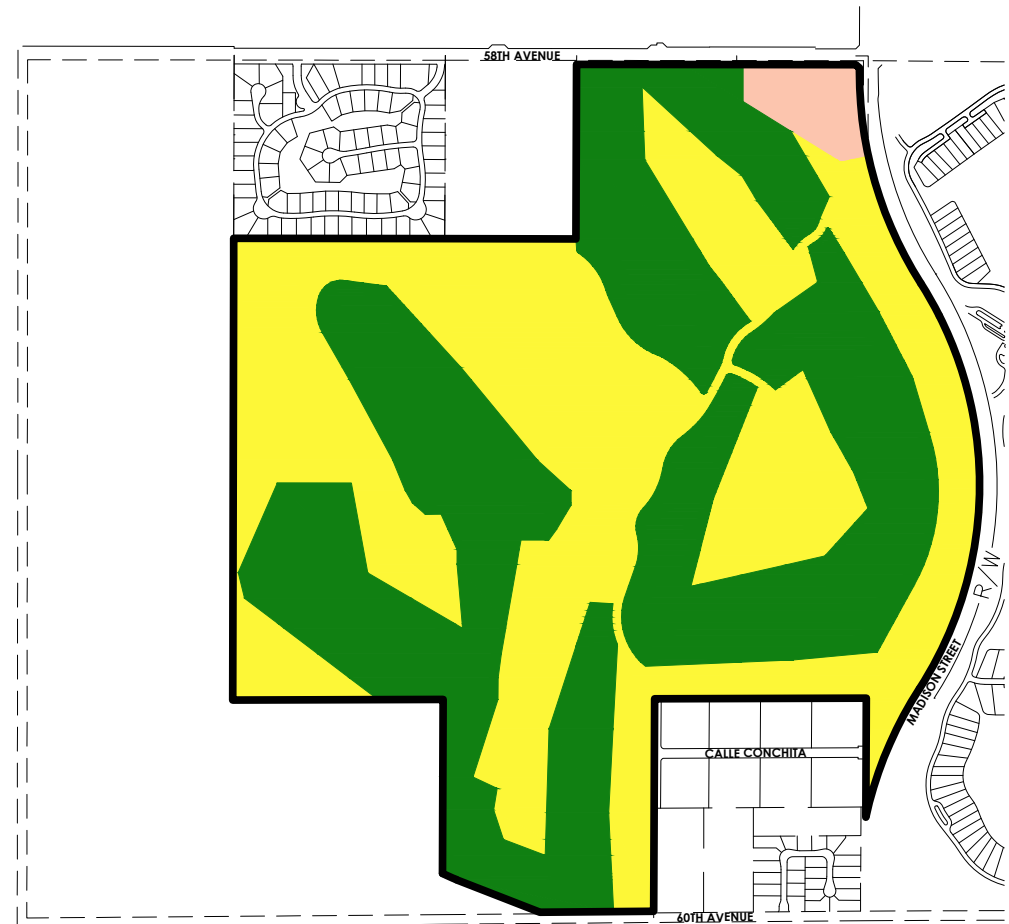


**APPROVED AS TO FORM:**

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

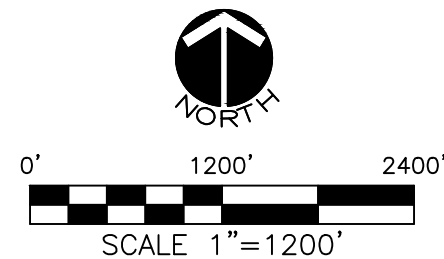


EXISTING ZONING	
<span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span>	GC GOLF COURSE
<span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span>	CN NEIGHBORHOOD COMMERCIAL
<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>	RL LOW DENSITY RESIDENTIAL

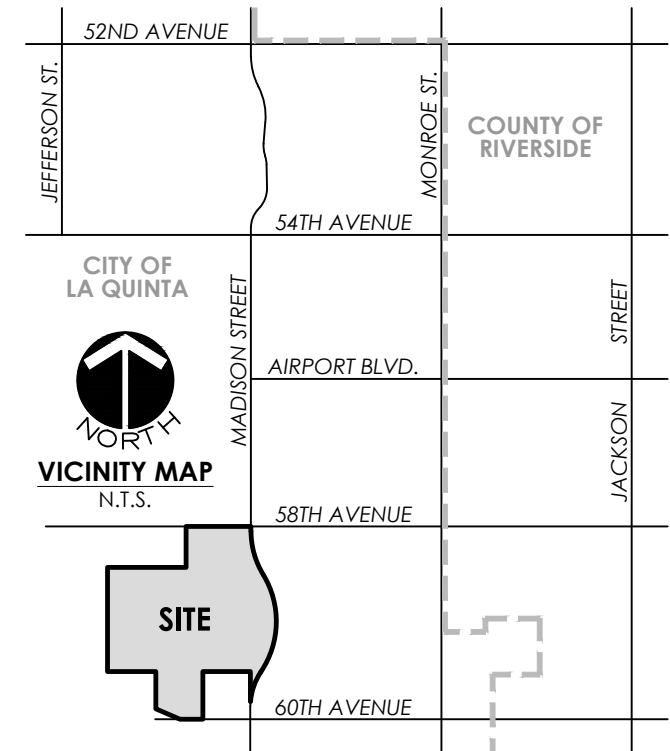


PROPOSED ZONING	
<span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span>	GC GOLF COURSE
<span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span>	CN NEIGHBORHOOD COMMERCIAL
<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>	RL LOW DENSITY RESIDENTIAL

NOTE : THIS ZONING MAP AMENDMENT WILL ONLY REFINE EXISTING ZONE BOUNDARIES WITHIN THE WEST TRACT SPECIFIC PLAN 03-067. ALL EXISTING ZONING DESIGNATIONS FOR THE WEST TRACT WILL REMAIN UNALTERED.



IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA	
<b>ZONING MAP AMENDMENT</b>	
<b>FOR TENTATIVE TRACT MAP NO. 37815</b>	
EXHIBIT DATE: NOVEMBER 1, 2023	
<b>DATA TABLE</b>	
<b>APPLICANT / LAND OWNER:</b>	CM WAVE DEVELOPMENT, LLC.
<b>ADDRESS:</b>	2440 JUNCTION PLACE, SUITE 200 BOULDER, COLORADO 80301
<b>CONTACT:</b>	GARRETT SIMON <b>TELEPHONE:</b> (970) 596-6642
<b>EXHIBIT PREPARER:</b>	MSA CONSULTING, INC.
<b>ADDRESS:</b>	34200 BOB HOPE DRIVE RANCHO MIRAGE, CALIFORNIA 92270
<b>CONTACT:</b>	PAUL DEPALATIS, AICP <b>TELEPHONE:</b> (760) 320-9811
<b>ASSESSOR'S PARCEL NUMBER:</b>	764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003, 766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002, 766-080-004 & 766-080-005
<b>LEGAL DESCRIPTION:</b>	PORTIONS OF SECTIONS 27 & 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN.



**MSA CONSULTING, INC.**  
 Civil Engineering • Land Surveying • Landscape Architecture  
 Planning • Environmental Services • Dry Utility Coordination • GIS  
 34200 Bob Hope Drive Rancho Mirage, CA 92270 | 760.320.9811 | MSAConsultinginc.com

Ordinance No. 612  
Zone Change 2023-1000  
Project: Club at Coral Mountain  
Adopted: March 19, 2024

(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. 612 which was introduced at a regular meeting on the 5th day of March, 2024, and was adopted at a regular meeting held on the 19th day of March, 2024, 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 the \_\_\_\_ day of \_\_\_\_\_, 2024, pursuant to Council Resolution.

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



**ORDINANCE NO. 613**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LA QUINTA AND CM WAVE DEVELOPMENT LLC RELATING TO THE CLUB AT CORAL MOUNTAIN AND FINDING THAT THE PROJECT IS CONSISTENT WITH ENVIRONMENTAL ASSESSMENT 2019-0010**

**CASE NUMBER:  
DEVELOPMENT AGREEMENT 2023-1000**

**APPLICANT: CM WAVE DEVELOPMENT LLC**

**WHEREAS**, the City Council of the City of La Quinta, California did, on March 5, 2024, hold a duly noticed Public Hearing to consider a request by CM Wave Development LLC for approval of General Plan Amendment 2023-1000, Zone Change 2023-1000, Specific Plan Amendment 2023-0003, Tentative Tract Map 2023-0005 (TTM 37815), and Development Agreement 2023-1000, for the Club at Coral Mountain project, a master planned community on 386 acres of a 929 acre area located south of Avenue 58, north of Avenue 60, and east and west of Madison Street, more particularly described as:

Assessor Parcel Numbers (APNs):

764-200-076, 764-210-007, 764-210-028, 764-210-029, 766-070-003,  
766-070-006, 766-070-012, 766-070-014, 766-080-001, 766-080-002,  
766-080-004, and 766-080-005

**WHEREAS**, the General Plan Amendment, Specific Plan Amendment, and Tentative Tract Map were adopted by Council Resolution No. 2021-008, and the Zone Change is being adopted by Ordinance No. 612 in accordance with state law; and

**WHEREAS**, California Government Code Section 65864 *et seq.* (the "Development Agreement Law") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning, and identifying the economic costs of such development; and

**WHEREAS**, the Design and Development Department published a public hearing notice in The Desert Sun newspaper on February 23, 2024, as prescribed by the Municipal Code. Public hearing notices were also mailed to all property owners within 500 feet of the site, and emailed or mailed to all interested parties who have requested notification relating to the project; and

**WHEREAS**, the Planning Commission of the City of La Quinta, California, did, on January 23, 2024, hold a duly noticed Public Hearing to consider this request and did

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Adopted: March 19, 2024  
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adopt Planning Commission Resolution No. 2024-004 recommending City Council approval of the Development Agreement; and

**WHEREAS**, said Development Agreement has complied with the requirements of “The Rules to Implement the California Environmental Quality Act of 1970” (CEQA) as amended (Resolution No. 1983-68). The City prepared an Environmental Impact Report (SCH #2021020310) for Environmental Assessment 2019-0010. The City Council adopted Resolution No. 2024-007 on March 5, 2024, certifying the Environmental Impact Report for Alternative No. 2 and making Findings to determine that the benefits of the proposed project outweigh the significant impacts associated with aesthetics, air quality, greenhouse gas emissions and traffic as it pertains to vehicle miles traveled, and adopted a Statement of Overriding Considerations as Exhibit A of said Resolution, detailing the findings in support of this determination; and

**WHEREAS**, at said Public Hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, said City Council did make the following mandatory findings pursuant to Section 9.250.020 of the La Quinta Municipal Code to justify approval of said Development Agreement, included to this Ordinance as Exhibit A, and incorporated herewith by this reference:

1. The Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and the Andalusia Specific Plan, Amendment No. 5.
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed in the Andalusia Specific Plan and implements the Specific Plan’s design features.
3. The Development Agreement is in conformity with the public necessity, public convenience, general welfare, and good land use practices because it will create a revenue stream to assure that public safety costs incurred by the City for the project will be paid for by the project.
4. The Development Agreement will not be detrimental to the health, safety, and general welfare, as it provides for the long term ordered development of a master planned community.
5. The Development Agreement will not adversely affect the orderly *development* of property or the preservation of property values insofar as it will ensure that development occurring on the site will generate revenues and assure high quality development.
6. The Development Agreement will have a positive fiscal impact on the city by paying mitigation fees for services it requires, and additional Transient Occupancy Tax and Sales Tax revenues.

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

**SECTION 1.**        **FINDINGS AND APPROVAL:** That the above recitations are true and constitute the Findings of the City Council in this case, and that the City Council hereby approves and incorporates herein by this reference Development Agreement 2023-1000 by the adoption of this Ordinance and authorizes the City Manager to execute the same in substantially the form presented to the City Council with the adoption of this Ordinance.

**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 this Ordinance 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.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the City of La Quinta City Council, held on this 19<sup>th</sup> day of March, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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MONIKA RADEVA, City Clerk  
City of La Quinta, California



**APPROVED AS TO FORM:**

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

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 This Line for Recorder's Use  
(Exempt from Recording Fee per Gov't Code §6103  
and §27383)

**DEVELOPMENT AGREEMENT BY AND BETWEEN**

**THE**

**CITY OF LA QUINTA**

**AND**

**CM WAVE DEVELOPMENT LLC**

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (“Reference Date”), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city organized and existing under the Constitution of the State of the California (“City”), and CM Wave Development LLC, a Delaware limited liability company (“Developer”), with reference to the following:

### RECITALS:

A. Government Code Section 65864 et seq. (“Development Agreement Act”) authorizes City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having legal or equitable interest in such real property.

B. Pursuant to Section 65865 of the Government Code, City has adopted its Development Agreement Ordinance (La Quinta Municipal Code Section 9.250.030) establishing procedures and requirements for such development agreements (“Development Agreement Ordinance”).

C. Developer owns certain real property, consisting of approximately 386 acres, located south of Avenue 58, north of Avenue 60, and west of Madison Street, in the City of La Quinta, County of Riverside, State of California, as more particularly described in Exhibit “A” attached hereto and shown on the Site Map attached hereto as Exhibit “B” (the “Site”); and Developer has proposed to develop a master-planned residential community with up to 750 homes, an 18-hole golf course and other open space and private recreational amenities, , and up to 60,000 square feet of neighborhood commercial uses (collectively, the “Project”). The Project is more fully described in, and subject to (i) this Agreement, (ii) the Andalusia Specific Plan (Specific Plan No. SP 03-067), as amended by Amendment No. 5 (“Specific Plan”); (iii) the Environmental Impact Report prepared for the Project, approved and certified by the City Council on \_\_\_\_\_, by City Council Resolution No. \_\_\_\_\_ (the “EIR”); (iv) General Plan Amendment No. GPA 2023-\_\_\_\_; (v) Zone Change No. ZC 2023-\_\_\_\_; (vi) Tentative Tract Map No. TTM 2023-\_\_\_\_; and (vii) any future discretionary or ministerial approvals and/or permits issued for the Project (collectively, the “Project Site Development Permits”); (viii) any future subdivision maps approved for the Project (collectively, the “Future Tract Maps”); and (ix) the conditions of approval associated with each and all of the foregoing approvals (collectively, the “Conditions of Approval”). The documents, permits, approvals, and conditions described in the foregoing clauses (i)-(ix) are collectively referred to herein as the “Project Approvals,” and are, or when approved or issued shall be, on file with the City Clerk.

D. The Project and the Site constitute and affect only a portion of the property subject to Specific Plan No. SP 03-067, and neither this Agreement nor any other aspect of the Project Approvals shall impose any conditions, restrictions, or mitigation measures on the other portion of property subject to Specific Plan No. SP 03-067 located on the east side of Madison Street (the “Andalusia Country Club Project”).

E. Developer owns fee simple title to the Site, and by their execution of this Agreement, City and Developer consent to recordation of this Agreement against the Site.

F. Consistent with Section 9.250.030 of the La Quinta Municipal Code, City and Developer desire to enter into a binding agreement that shall be construed as a development agreement within the meaning of the Development Agreement Act. This Agreement will eliminate uncertainty in planning for and secure the orderly development of the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and assure attainment of the maximum effective utilization of resources within the City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to City, Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals, all as more particularly set forth herein.

G. The Planning Commission and the City Council have determined that the Project and this Agreement are consistent with the City's General Plan and the Specific Plan, including the goals and objectives thereof.

H. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters.

I. On \_\_\_\_\_, 2024, the City Council adopted its Ordinance No. \_\_\_ approving this Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **GENERAL**

1.1 **Definitions.** In addition to the defined words and terms set forth elsewhere in this Agreement, the following defined words and terms shall apply:

1.1.1 **"Administrative Adjustment"** shall have the meaning set forth in Section 2.2.10 of this Agreement.

1.1.2 **"Affiliated Party"** shall have the meaning set forth in Section 1.8.3 of this Agreement.

1.1.3 **"Agreement"** means this Development Agreement and all amendments and modifications thereto.

1.1.4 **"Annual Mitigation Payment Date"** shall have the meaning set forth in Section 3.6.2 of this Agreement.

1.1.5 “**Applicable Rules**” means the following rules, regulations, ordinances and officially adopted policies of the City of La Quinta in full force and effect as of the Effective Date of this Agreement: the City’s General Plan (as amended by GPA 2023-\_\_\_), the Zoning Ordinance (as amended by Zone Change 2023-\_\_\_), and the Specific Plan. Additionally, notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the Project plans are being processed for approval and/or under construction.

1.1.6 “**Assignment and Assumption Agreement**” shall have the meaning set forth in Section 1.8.1 of this Agreement.

1.1.7 “**CC&Rs**” means the Declaration(s) of Covenants, Codes, and Restrictions, recorded against all or a portion of the Site, as set forth in Section 3.8 of this Agreement.

1.1.8 “**CDFW**” means the California Department of Fish and Wildlife, a state agency.

1.1.9 “**CEQA**” means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.1.10 “**City**” means the City of La Quinta, a charter city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.1.11 “**City Council**” means the City Council of the City and the legislative body of the City pursuant to California Government Code Section 65867.

1.1.12 “**Conditions of Approval**” shall have the meaning set forth in Recital C.

1.1.13 “**Coral Mountain Annual Mitigation Fee**” shall have the meaning set forth in Section 3.6.2 of this Agreement. The Coral Mountain Annual Mitigation Fee may also be referred to as the “**Coral Mountain Residential Unit Fee**”.

1.1.14 “**CVMSHCP**” means the Coachella Valley Multiple Species Habitat Conservation Program, as described in the EIR and as approved by the California Department of Fish and Wildlife with issuance of a Natural Community Conservation Plan (NCCP) Permit on September 9, 2008, and the U.S. Fish and Wildlife Service with the issuance of the final permit on October 1, 2008, for the CVMSHCP.

1.1.15 “**Development Director**” means the Design and Development Director for the City or designee.

1.1.16 “**Developer**” has the same meaning as in the preamble to this Agreement.



1.1.17 “**Development Agreement Act**” means Section 65864 *et seq.*, of the California Government Code.

1.1.18 “**Discretionary Action**” means an action which requires the exercise of judgment, deliberation or a decision on the part of City, including any board, commission, committee, or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances, regulations, or other adopted policies.

1.1.19 “**Discretionary Permits**” means any permits, approvals, plans, Future Tract Maps, inspections, certificates, documents, and licenses that require a Discretionary Action, including, without limitation, site development permits, grading permits, stockpile permits, and encroachment permits.

1.1.20 “**Effective Date**” shall have the meaning set forth in Section 1.3 of this Agreement.

1.1.21 “**Environmental Impact Report**” or “**EIR**” shall have the meaning set forth in Recital C of this Agreement.

1.1.22 “**Finance District**” shall have the meaning set forth in Section 4.4 of this Agreement.

1.1.23 “**Future Tract Maps**” shall have the meaning set forth in Recital C.

1.1.24 “**General Plan**” means the General Plan of the City.

1.1.25 “**Impact Fees**” means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by City. Notwithstanding anything herein to the contrary, none of the following shall constitute Impact Fees: (i) Processing Fees, (ii) impact fees, linkage fees, exactions, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which City is required to collect or assess pursuant to applicable law, including, without limitation, school district impact fees pursuant to Government Code Section 65995, fees required pursuant to the Coachella Valley Multiple Species Habitat Conservation Plan, and the Transportation Uniform Mitigation Fee, or (c) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed as an impact fee on new development.

1.1.26 “**Insubstantial Modification**” shall have the meaning set forth in Section 1.6(a) of this Agreement.

1.1.27 “**Ministerial Permits and Approvals**” means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by City in order for Developer to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, and other similar permits and approvals which are required by the La Quinta Municipal Code and Project plans and

other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions or Discretionary Permits.

1.1.28 “**Mitigation Measures**” means the mitigation measures described in the EIR and in the Mitigation Monitoring Program approved and adopted for the Project.

1.1.29 “**New Laws**” means amendments or modifications to the Applicable Rules, and all ordinances, resolutions, initiatives, regulations, rules, laws, plans, policies, and guidelines of the City and its City Council, Planning Commission, and all other City boards, commissions, departments, agencies, and committees enacted or adopted after the Effective Date.

1.1.30 “**Non-Assuming Transferee**” shall have the meaning set forth in Section 1.8.2 of this Agreement.

1.1.31 “**Operative Year**” shall have the meaning set forth in Section 3.6.2 of this Agreement.

1.1.32 “**Parties**” means collectively Developer and City. Each shall be referred to in the singular as a “Party”.

1.1.33 “**Planning Area**” shall mean an area designated on the Site Map as a planning area.

1.1.34 “**Planning Commission**” means the City Planning Commission and the planning agency of the City pursuant to California Government Code Section 65867.

1.1.35 “**Processing Fees**” means all processing fees and charges required by City to cover the City’s cost of processing permits and other land use entitlements and conducting the associated inspections, including, but not limited to, fees for filing land use applications, plan check fees, inspection fees, and other processing or administrative fees. Processing Fees shall not include Impact Fees. The amount of the Processing Fees to be applied in connection with the development of the Project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Developer shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of City’s program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by City in a subsequent agreement.

1.1.36 “**Project**” means development of the Site as set forth in more detail in Section 3.1.

1.1.37 “**Project Approvals**” shall have the meaning set forth in Recital C.

1.1.38 “**Public Facilities**” shall have the meaning set forth in Section 4.4 of this Agreement.

1.1.39 “**Reserved Powers**” means the rights and authority excepted from this Agreement’s restrictions on City’s police powers and which are instead reserved to City, its City Council, Planning Commission, and all other City boards, commissions, departments, agencies, and committees. The Reserved Powers include the powers to enact or adopt New Laws or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, except such New Laws which would prevent, or materially impair Developer’s ability to develop the Project in accordance with the Project Approvals; provided, however, that with respect to such New Laws which would conflict with this Agreement or prevent, or materially impair Developer’s ability to develop the Project in accordance with the Project Approvals, such New Laws shall apply to the Project only if such New Laws are: (1) necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God, which shall apply even if not applicable on a City-wide basis); (2) amendments to Uniform Codes, as adopted by City, and/or the La Quinta Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) required by a non-City governmental entity to be adopted by or applied by the City (or, if adoption is optional, the failure to adopt or apply such non-City law or regulation would cause the City to sustain a significant loss of funds or loss of access to significant funding or other resources), or (4) necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement).

1.1.40 “**Schedule of Performance And Phasing Plan**” means the schedule for the development of the Project as set forth in Exhibit “H” attached hereto and incorporated into this Agreement by this reference.

1.1.41 “**Short-Term Vacation Rental(s) Regulations**” means Chapter 3.25 (or successor chapter) of the La Quinta Municipal Code that governs the application, permitting, renewal, use, operation, penalties, and other provisions relating to short-term vacation rentals in the City, in effect at the time during the Term of this Agreement, *except* to the extent any provision in Chapter 3.25 directly conflicts with the rights vested as set forth in Section 5 of this Agreement.

1.1.42 “**Site**” means approximately 386 acres of real property located south of Avenue 58, north of Avenue 60, and west of Madison Street, in the City of La Quinta, County of Riverside, State of California. The Site is legally described in the Site Legal Description and depicted in the Site Map., attached hereto as Exhibits A and B, respectively.

1.1.43 “**Site Development Plan**” shall have the meaning set forth in Section 9.180.020 of the La Quinta Municipal Code.

1.1.44 “**Site Legal Description**” shall mean the legal description of the Site as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

1.1.45 “**Site Map**” means the map of the Site and immediately adjacent properties, which is attached hereto as Exhibit B and incorporated herein by this reference.

1.1.46 “**Specific Plan**” shall have the meaning as set forth in Recital C.

1.1.47 “**Term**” means the period of time for which the Agreement shall be effective in accordance with Section 1.2 herein.

1.1.48 “**TOT**” means Transient Occupancy Tax levied by the City, in accordance with Chapter 3.24 of the La Quinta Municipal Code and applicable state law, and deposited into the City’s general fund after remittance by all operators (or other entities or individuals) subject to the tax.

1.1.49 “**Transferee**” means individually or collectively, Developer’s successors in interest, assignees or transferees of all or any portion of the Site.

1.1.50 “**Uniform Codes**” means those building, electrical, mechanical, plumbing, fire and other similar regulations of a City-wide scope which are based on recommendations of a multi-state professional organization and become applicable throughout the City, such as, but not limited to, the Uniform Building Code, the Uniform Electrical Code, the Uniform Mechanical Code, Uniform Plumbing Code, or the Uniform Fire Code (including those amendments to the promulgated uniform codes which reflect local modification to implement the published recommendations of the multi-state organization and which are applicable City-wide).

1.1.51 “**Vesting Date**” means the later of (i) the Effective Date of this Agreement, and (ii) the running of all applicable statute of limitations and referendum petition deadlines to challenge the Project Approvals with no legal challenge or petition having been filed or submitted, or if filed or submitted, successfully resolved to the satisfaction of Developer and City.

1.1.52 “**Zoning Ordinance**” means Title 9 of the La Quinta Municipal Code.

## 1.2 Term.

The term of this Agreement shall commence on the Effective Date and shall continue for fifty (50) years thereafter, unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties after the satisfaction of all applicable public hearing and related procedural requirements.

## 1.3 Effective Date.

This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective, as of \_\_\_\_\_ (“Effective Date”), which is the date that Ordinance No. \_\_\_\_\_ takes effect.

## 1.4 Statement of Benefits and Consideration.

The Parties have determined that a development agreement is appropriate for the construction and operation of the Project due to the substantial benefits to be derived therefrom.

City finds and determines that the Project is in the best interests of the health, safety and general welfare of City and its residents, and that entering into this Agreement constitutes a valid, present exercise of its police power. City has undertaken the necessary proceedings, has found and determined that this Agreement is consistent with the General Plan, and has adopted Ordinance

No. \_\_\_\_\_ approving this Agreement. As a result of the development of the Project in accordance with this Agreement, City will receive substantial benefits.

In consideration of the substantial benefits, commitments, and consideration to be provided by Developer pursuant to this Agreement, and in order to strengthen the public planning process and reduce the economic costs of development, City hereby provides Developer assurance that Developer can proceed with the construction and operation of the Project for the Term of this Agreement pursuant to the Applicable Rules and this Agreement. Developer would not enter into this Agreement or agree to provide the public benefits, commitments and consideration described in this Agreement if it were not for the certainty provided by this Agreement that the Project can be constructed and operated during the Term of this Agreement in accordance with the Applicable Rules and this Agreement.

#### 1.5 City CEQA Findings.

City finds that review of the environmental impacts of this Agreement, and the Project as a whole, has been conducted in accordance with the provisions of CEQA and the State and local guidelines adopted thereunder, and City has given consideration to such environmental review prior to its approval of this Agreement and the Project, and has undertaken all actions necessary to comply with CEQA.

#### 1.6 Modification or Amendment of this Agreement.

Except as expressly stated to the contrary herein, this Agreement may be modified or amended from time to time, in whole or in part, only by mutual written consent of the Parties or their successors in interest, consistent with Government Code Section 65867-65868, the City's Development Agreement Ordinance, and the following terms:

(a) Insubstantial Modifications. The Parties acknowledge that refinements and further development of the Project may demonstrate that minor changes are appropriate with respect to the details of the Project development and the performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project development and with respect to those items covered in general terms under this Agreement, and thus desire to provide a streamlined method of approving insubstantial modifications to this Agreement. Therefore, any minor modification to this Agreement which does not modify (i) the Term of this Agreement; (ii) permitted uses of the Site, (iii) maximum density or intensity of use, except as specifically allowed in the Specific Plan, (iv) provisions for the reservation or dedication of land, (v) conditions, terms, restrictions or requirements for subsequent discretionary actions, or (vi) monetary obligations of Developer (hereinafter an "Insubstantial Modification"), and that can be processed under CEQA as exempt from CEQA, or with the preparation of an Addendum to the EIR, shall not require a public hearing prior to the parties executing a modification to this Agreement. Either Party may propose an Insubstantial Modification, consent to which shall not be unreasonably withheld, conditioned, or delayed by the other Party. Upon the written request of Developer for a modification to this Agreement, the City Manager or designee shall determine, in the City Manager's sole discretion but not to be unreasonably withheld: (1) whether the requested modification constitutes an "Insubstantial Modification," as defined herein; (2) whether the requested modification is consistent with

Applicable Rules (other than that portion of this Agreement sought to be modified); and (3) whether the requested modification tends to promote the goals of this Agreement. If the City Manager or designee determines that the requested modification is an “Insubstantial Modification” that is consistent with Applicable Rules and tends to promote the goals of this Agreement, the proposed modification will be approved by the City as an Insubstantial Modification, and a written modification will be executed by the Parties and attached to this Agreement and recorded in the Recorder’s Office. Any such Insubstantial Modification shall not be deemed an “amendment” to this Agreement under Government Code Section 65858.

(b) Substantial Amendments. Except as otherwise described in Section 1.6(a) of this Agreement, amendments to this Agreement shall be “Substantial Amendments” which require notice and a public hearing pursuant to California Government Code Section 65868.

(c) Amendment Exemptions. City approval of (1) administrative adjustments to a Project Approval, as defined in Section 2.2.10 of this Agreement, in conformity with Applicable Rules and this Agreement, shall not require a modification or amendment to this Agreement and shall automatically be deemed to be incorporated into the Project and vested under this Agreement. Likewise, City approval of any minor amendments or modifications to any Exhibit to this Agreement shall not require a modification or amendment to this Agreement and shall automatically be deemed to be incorporated into this Agreement and vested hereunder.

(d) Parties Required to Amend. Where a portion of Developer’s rights or obligations have been transferred, assigned, and assumed pursuant to Section 1.8 of this Agreement, the signature of the person or entity to whom such rights or obligations have been assigned shall not be required to amend this Agreement unless such amendment would materially alter the rights or obligations of such assignee/transferee hereunder. In no event shall the signature or consent of any Non-Assuming Transferee be required to amend this Agreement.

1.6.1 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, and all other terms and conditions of this Agreement shall remain in full force and effect without interruption.

## 1.7 Termination.

Unless terminated earlier, pursuant to the terms hereof, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term of this Agreement as set forth in Section 1.2. Termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Project Approvals. As to any specific lot containing a residential dwelling within the Project, this Agreement shall terminate as to such lot upon the issuance by the City of a certificate of occupancy for the dwelling and the close of escrow of the initial sale of that dwelling, save and except only those rights and obligations expressly stated in this Agreement to survive termination.

1.8 Assignment of Interests, Rights and Obligations.

Developer may transfer or assign all or any portion of its interests, rights or obligations under the Project Approvals to third parties acquiring an interest or estate in the Site, or any portion thereof, including, without limitation, purchasers or ground lessee(s) of lots, parcels or facilities, subject to the following:

1.8.1 Assignment and Assumption Agreements.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Site (other than a transfer or assignment by Developer to an affiliated party, a “Mortgagee”, or a “Non-Assuming Transferee” (as defined in Section 1.8.2 below)), Developer and the transferee shall enter into a written agreement (an “Assignment and Assumption Agreement”) regarding the respective interests, rights and obligations of Developer and the transferee in and under the Project Approvals. Such Assignment and Assumption Agreement may: (i) release Developer from obligations under the Project Approvals (including this Agreement) pertaining to that portion of the Site being transferred, as described in the Assignment and Assumption Agreement, provided that the transferee expressly assumes such obligations; (ii) transfer to the transferee vested rights to improve that portion of the Site being transferred; and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Except as provided in Section 1.8.2 of this Agreement, Developer shall obtain City’s prior written consent to any Assignment and Assumption Agreement, which consent shall not be unreasonably withheld, conditioned or delayed. City may refuse to give its consent only if, in light of the proposed transferee’s reputation and financial resources, such transferee would not in City’s reasonable opinion be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager in consultation with the City Attorney and is appealable by Developer directly to the City Council.

(c) An Assignment and Assumption Agreement shall be binding on Developer, City and the transferee provided (i) Developer is not then in default under this Agreement, (ii) Developer has provided notice to City of such transfer, and City has approved the transfer, and (iii) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes each and every obligation of Developer under this Agreement with respect to the Site, or portion thereof, being transferred (to the extent Developer has not retained a continuing obligation), (c) Developer no longer has any legal or equitable interest in the Site or the portion thereof sold or transferred, as applicable, and (d) City has satisfied itself of transferee’s ability to assume those Developer obligations under this Agreement being assigned. Upon recordation of any Assignment and Assumption Agreement in the Recorder’s Office, Developer shall automatically be released from those obligations assumed by the transferee therein.

(d) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to an Assignment and Assumption Agreement. No breach or default hereunder by any person succeeding to any portion of Developer’s obligations under this Agreement shall be

attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person following Developer's release of obligations under the Project Approvals pursuant to an Assignment and Assumption Agreement assigning Developer's obligations to that successor.

(e) Provided any assignment is consistent with the Development Agreement Act and Development Agreement Ordinance, the City may assign or transfer any of its rights or obligations under this Agreement with the approval of the Developer, which approval shall not be unreasonably withheld.

#### 1.8.2 Non-Assuming Transferees.

Except as otherwise required by Developer, in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to: (i) any single residential parcel conveyed to a purchaser, or (ii) any property that has been established as one or more separate legal parcels and conveyed for open space, park, or similar nonresidential/noncommercial uses. Neither an Assignment and Assumption Agreement nor City's consent shall be required in connection with subsections (i) and (ii) above as long as Developer continues to assume obligations with respect to the portion that is transferred, or can otherwise demonstrate bonds and/or other financial security will satisfy these obligations, and in such case the transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement (except for obligations which extend to the individual units, single residential parcels, and any other parcels or property subject to the Declaration of Covenants, Conditions and Restrictions (CC&R) provisions which implement this Agreement) but shall continue to benefit from the vested rights provided by this Agreement until this Agreement is terminated with respect to that parcel under Section 1.7 of this Agreement. Nothing in this section shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

#### 1.8.3 Transfers to Affiliated Parties.

Developer, or any "Affiliated Party" of Developer, may at any time and without City's prior written consent, transfer all or any portion of its rights and obligations under this Agreement to any "Affiliated Party" of such Transferor and, in connection with the transfer of any such obligations, be released from such obligations; provided, however, that Developer and the Affiliated Party duly execute (in recordable form) an Assignment and Assumption Agreement in a form approved by the City Manager and City Attorney, and Developer deliver said agreement to the City to ensure, among other terms and conditions, the City has the current address and notice information for any Affiliated Party that assumes all or any portion of Developer's rights and obligations under this Agreement. Any Assignment and Assumption Agreement between Developer and any Affiliated Party(ies) shall be recorded in the Recorder's Office upon complete execution by the parties thereto after approval of the form by the City Manager and City Attorney. As used herein, the term "Affiliated Party" shall mean any entity that owns fifty-one percent (51%) or a controlling interest in Developer. The City shall have the right to request and review any and all articles of incorporation, bylaws, operating agreements, and other related governing documents of any Affiliated Party to confirm compliance with the requirements of this Section 1.8.3.



## 2. AGREEMENTS AND ASSURANCES

### 2.1 Agreement and Assurance on the Part of Developer.

In consideration for City entering into this Agreement, and as an inducement for City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in the Recitals of this Agreement, Developer hereby agrees that the terms and conditions of this Agreement, including the Project Approvals incorporated herein, shall govern development and operation of the Site for the Term of this Agreement.

### 2.2 Agreement and Assurances on the Part of the City.

In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in this Agreement, City hereby agrees as follows:

#### 2.2.1 Vested Entitlement to Develop.

Developer has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. It is the intent of City and Developer that the vesting of development rights of Developer shall include the permitted land uses, densities, and intensities of use of the Site, timing or phasing of development, zoning, provisions for the reservation or dedication of land for public purposes, and the location and size of public improvements, as well as those other terms and conditions of development of the Project as set forth in this Agreement and the other Project Approvals. Developer's vested rights under this Agreement shall also include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace all improvements within the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the existing development or the Project or any portion thereof, subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Such vesting shall expire upon the earlier of the following occurrences: (a) termination of this Agreement; (b) an uncured material default by Developer of this Agreement; or (c) as to a particular phase, parcel, or lot comprising a portion of the Site, the earlier of the final approved City inspection of the completed development on such phase, parcel, or lot, or the issuance by the City of a certificate of occupancy for such phase, parcel, or lot. Except for the expiration set forth in clause (a) of the preceding sentence, the expiration of the vesting right set forth in the preceding sentence shall not terminate the obligations of Developer under this Agreement. Notwithstanding anything in this Agreement to the contrary, the Project shall remain subject to the following, to the same extent they would apply without this Agreement:

- (i) all Applicable Rules;
- (ii) all New Laws applied to Developer through the City's Reserved Powers;

- (iii) all subsequent development approvals and the conditions of approval associated therewith, including but not limited to any further site development permits, tract maps, and building permits; and
- (iv) the payment of all applicable fees in effect on the Effective Date in the categories and in the amounts as required at the time such fees are due and payable, which may be at the time of issuance of building permits, or otherwise as specified by applicable law, as existing at the time such fees are due and payable, except as otherwise set forth in this Agreement.

#### 2.2.2 Changes in Applicable Rules.

##### (A) Nonapplication of Changes in Applicable Rules.

Any change in, or addition to, the Applicable Rules, including, without limitation, any change in the General Plan or Specific Plan, zoning or building regulation, adopted or becoming effective after the Effective Date, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, City Council, Planning Commission or any other board, commission, department or agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Site and/or to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, or in any way reduce the development rights and allowances provided by this Agreement, shall not be applied to the Site or the Project unless such changes represent an exercise of City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Developer may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

##### (B) Changes in Uniform Codes.

Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the Uniform Codes, as such Codes are adopted by the City of La Quinta.

##### (C) Changes Mandated by Federal or State Law.

This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended only to the extent necessary to comply with such state or federal laws or regulations.

### 2.2.3 Subsequent Development Review.

Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law pursuant to the applicable provisions of the La Quinta Municipal Code and the provisions of Uniform Codes.

### 2.2.4 Effective Development Standards.

City agrees that it is bound to permit the uses, intensities of use, and densities of development on the Site which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules. City hereby agrees that it will not unreasonably withhold or unreasonably condition any approvals and/or permits which must be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for such approvals and/or permits. Nothing in this Agreement shall be interpreted to require the City to issue a permit or approval that is inconsistent with the Applicable Rules.

### 2.2.5 Moratoria or Interim Control Ordinances.

In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Site, or the use of the Site (or any portion thereof) as authorized by this Agreement, or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Site, the Project or this Agreement, unless such changes are lawfully adopted pursuant to the Reserved Powers and do not conflict with any provisions of this Agreement.

### 2.2.6 Reserved.

### 2.2.7 Impact Fees.

Notwithstanding any provisions in this Agreement regarding the type, amounts, and rates of Impact Fees to the contrary, the Impact Fees imposed by City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, in the amounts/rate in effect at the time such fees are paid.

### 2.2.8 Timeframes and Staffing for Processing and Review.

City agrees that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project are critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits and Approvals and Discretionary Actions, City agrees to reasonably cooperate with Developer to establish time frames for processing and reviewing such Ministerial Permits and Approvals and Discretionary Actions and to comply with any timeframes established in the Project Approvals. City further agrees to timely process and approve all Ministerial Permits and Approvals, so long as they are consistent with the terms of this Agreement, the Applicable

Rules, and the Project Approvals, and agrees to exercise its discretion concerning Discretionary Actions in manner that is consistent with the terms and conditions of this Agreement.

#### 2.2.9 Extension of Tentative Maps.

In accordance with Government Code Section 66452.6(a)(1), all tentative subdivision maps and tentative parcel maps, whether vesting or not, which may be approved by the City in connection with the development of the Project, shall be extended for the greater period of (a) twenty (20) years or (b) such maximum total time as is permitted in accordance with the Subdivision Map Act (Government Code Sections 66410 *et seq.*) or Applicable Rules.

#### 2.2.10 Project Approval Adjustments.

To the extent permitted by state and federal law, any Project Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Adjustments. Upon the written request of Developer for a modification to a Project Approval (other than this Agreement), the Development Director or designee, in consultation with the City Engineer, shall determine: (i) whether the requested modification is minor when considered in light of the Project as a whole, and (ii) whether the requested modification is consistent with Applicable Rules (other than that portion of the Applicable Rules sought to be amended). If the Development Director or designee, in consultation with the City Engineer, determines, in his/her reasonable judgment, that the proposed modification is both minor and consistent with Applicable Rules (other than that portion of a Project Approval sought to be amended), the modification shall be determined to be an “Administrative Adjustment” and the Development Director or designee, in consultation with the City Engineer, may, except to the extent otherwise required by state or federal law, approve the Administrative Adjustment without notice and public hearing. For the purpose of this Section 2.2.10, and by way of example only, site plan review, architectural review, lotting pattern changes, changes in pedestrian paths, tentative subdivision map amendments (including lotting patterns and street alignments) which are minor and will not have a substantial or material impact on traffic circulation as described for each such area in the Specific Plan, substitutions of comparable landscaping for any landscaping shown on a landscape plan, minor variations in the location of lots or homesites that do not substantially alter the design concepts of the Project, final locations of floating park sites, floating public facility sites, and minor variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, may be treated as Administrative Adjustments by the Development Director and the City Engineer.

(b) Non-Administrative Amendments. Any request of Developer for a modification to a Project Approval (other than this Agreement), which is not approved as an Administrative Adjustment as set forth above, shall be subject to review, consideration, and action pursuant to Applicable Rules.

3. DEVELOPER'S OBLIGATIONS

3.1 Development of the Project; Planned Development.

Developer shall construct the Project on the Site only in accordance with the Project Approvals. As depicted in the Project Approvals, as the same may be updated or amended from time to time consistent with the terms hereof, the Project shall consist of a mixed-use resort development with the following components:

(A) Up to 60,000 square feet of neighborhood commercial development with associated parking, circulation and landscaping improvements on approximately 7.7 acres on a portion of "Planning Area V";

(B) Up to 750 single-family residential dwellings and related recreational and open space amenities and infrastructure improvements on approximately 191.8 acres on a portion of "Planning Area III";

(C) A golf course and other recreational amenities, as well as related facilities and infrastructure improvements on approximately 184.9 acres on a portion of "Planning Area VI" and related facilities and infrastructure improvements; and

(D) Allowance of short-term vacation rentals pursuant to Article 5 of this Agreement and as permitted under the Specific Plan.

Developer shall develop the Project only in accordance with the terms of this Agreement, the Applicable Rules, the Project Approvals, and the Schedule of Performance And Phasing Plan as that schedule may be modified pursuant to mutual written agreement of the parties or extended pursuant to Section 8.2 of this Agreement. If any item of performance is not completed in accordance with the Schedule of Performance And Phasing Plan, then following the notice and cure periods set forth in Sections 6.1 and 6.2 of this Agreement, the City shall have the right to terminate the Agreement as to the specific portion of the Project that has not been completed in accordance with the Schedule of Performance And Phasing Plan, subject to the procedures described in Section 6.3 of this Agreement. Except as set forth in this Section 3.1, Developer is not obligated to affirmatively act to develop all or any portion of the Site, pay any sums of money, dedicate any land, indemnify any party (save and except Developer's obligation to indemnify the City for all costs associated with any legal challenge to this Agreement or the Project Approvals), or to otherwise meet or perform any obligation with respect to the Site, except and only as a condition to the development of the Project. When Developer develops any portion of the Site, Developer shall comply with the terms of this Agreement, the Applicable Rules, and the Project Approvals governing development of the Site or any portion thereof.

3.2 Compliance with Government Code Section 66473.7

Developer shall comply with the provisions of Government Code section 66473.7 with respect to any Tract Maps prepared for the Project.

### 3.3 Project Design Features Referenced in EIR.

As a condition of development, Developer shall incorporate into the Project all project design features identified in the EIR and included as part of the “project” evaluated in the EIR and its technical studies, if applicable to Alternative 2 in the EIR, as specifically identified in Exhibit “C” attached hereto. Developer’s compliance with this provision is a contractual commitment that is enforceable by the City pursuant to the terms of this Agreement.

### 3.4 Mitigation Monitoring Program.

As a condition of development, the Developer shall also comply with the mitigation monitoring program set forth in Exhibit “D” attached hereto (the “Mitigation Monitoring Program”), and Developer’s compliance with this provision is a contractual commitment that is enforceable by the City pursuant to the terms of this Agreement.

### 3.5 Conditions of Approval.

As a condition of development, the Developer shall also comply with the conditions of approval attached hereto as Exhibit “E,” and Developer’s compliance with this provision is a contractual commitment that is enforceable by the City pursuant to the terms of this Agreement. Developer acknowledges that additional conditions of approval beyond those set forth in Exhibit “E” may be applicable to the Project if and as associated with future Project approvals, to the extent such additional conditions of approval are consistent with the terms of this Agreement.

#### 3.5.1 CVMSHCP Compliance.

(A) Notwithstanding any provisions in this Agreement to the contrary, the following terms and conditions in furtherance of CVMSHCP compliance shall apply: The Project shall comply with all provisions of the CVMSHCP Guidelines for all areas adjacent to Coral Mountain or any other Bureau of Land Management (“BLM”) open space as shown on Figure 13 in the Specific Plan;

(B) The development of the Project and use of the Site (and each applicable Planning Area on the Site) shall fully comply with all CVMSHCP Land Use Adjacency Guidelines, even though no portion of the Project or the Site is in or adjacent to any CVMSHCP conservation area, as set forth in more detail in Section 2.5 of the Specific Plan. Without limiting the obligation to comply with the CVMSHCP Land Use Adjacency Guidelines, the following terms and conditions apply to the development of the Project and use of the Site: (i) There shall be no planting of invasive, non-native plant species in and adjacent to CVMSHCP conservation areas as shown on Figure 13 of the Specific Plan; and (ii) The Project shall follow the recommended and prohibited species as noted in Tables 4-112 and 4-113 of the CVMSHCP Land Use Adjacency Guidelines, as set forth in Table 3 of the Specific Plan (“Plant Material Palette”).

(C) To further the CVMSHCP Land Use Adjacency Guidelines requirement for the incorporation of barriers to minimize unauthorized public access, domestic animal predation, illegal trespass, and dumping in a CVMSHCP conservation area, there shall be a protective barrier that complies with the requirements for Peninsular Bighorn Sheep (“PBS”) barriers along the western boundary, covering all areas adjacent to Coral Mountain and other BLM

open space property, as set forth in more detail in Section 2.5 of the Specific Plan. The protective sheep barrier shall be at least eight (8) feet high, with the final design and location subject to City approval in consultation with CDFW. All recreational infrastructure and activities shall be located on the development-side and not on the BLM side of the protective sheep barrier.

### 3.5.2 CC&Rs Incorporating CVMSHCP Compliance.

The CVMSHCP compliance requirements set forth in Section 3.5.1 of this Agreement shall be incorporated into the CC&Rs for the Project and the Site, which shall be recorded against the Site as provided for in Section 3.8 of this Agreement, and shall be enforceable in perpetuity for the life of the Project and use of the Site.

### 3.6 Payment of Fees.

During the Term of this Agreement, Developer shall timely pay all Processing Fees and Impact Fees with respect to the Project as specified in this Agreement.

#### 3.6.1 [Reserved]

#### 3.6.2 Annual Mitigation Fee; Cessation of Annual Fee.

To ensure that the Project generates sufficient TOT and sales tax revenues to the City to pay all public safety and other public service costs of the City resulting from the Project, during the first ten (10) years of the Term of this Agreement, on each July 1st following the Effective Date (“Annual Mitigation Payment Date”), the Developer or the Developer’s successor shall pay to the City an annual mitigation fee (“Coral Mountain Annual Mitigation Fee”) covering the annual period of the prior July 1 through the June 30 occurring immediately preceding the Annual Mitigation Payment Date (the “Operative Year”) (provided, however, the first Operative Year shall commence on the Effective Date of this Agreement and end on the next occurring June 30).

The Coral Mountain Annual Mitigation Fee shall be comprised of the following: The collective sum of One Thousand Dollars (\$1,000.00) for each of the 750 allowed residential units (also referred to as the “Coral Mountain Residential Unit Fee”) in the Project that has received a certificate of occupancy, and that has been sold to a third party purchaser as evidenced by a recorded grant deed for such unit, prior to the applicable Annual Mitigation Payment Date, regardless of when or in which Operative Year the unit was sold.

Notwithstanding the two paragraphs above, if the City has received TOT for rentals from the Project in excess of One Million Dollars (\$1,000,000.00) but less than One Million Seven Hundred Thousand Dollars (\$1,700,000.00) (“Level 1 TOT Goal”) for two consecutive Operative Years during the Term of this Agreement, the Coral Mountain Annual Mitigation Fee for the next Operative Year (and each Operative Year thereafter) shall be reduced from One Thousand Dollars (\$1,000.00) per residential unit in the Project to Five Hundred Dollars (\$500.00) per residential unit in the Project. Furthermore, and notwithstanding the three paragraphs above, if the City has received TOT for rentals from the Project in excess of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) (“Level 2 TOT Goal”) for two consecutive Operative Years during the Term of this Agreement, then the Developer’s (or the Developer’s successor’s) obligation to pay

the Coral Mountain Annual Mitigation Fee for any Operative Years thereafter shall terminate and shall no longer be of any further force and effect.

Notwithstanding the obligation (or termination of the obligation) by Developer (or Developer's successors) to pay the Coral Mountain Annual Mitigation Fee, all rentals of residential units and hotel units shall remain subject to the City's TOT requirements.

The CC&Rs for the residential units in the Project shall provide for the assessment and collection of the Coral Mountain Annual Mitigation Fee consistent with the terms hereof, and shall provide for and adequately ensure the collection and payment thereof. As to the collection and payment of the Coral Mountain Annual Mitigation Fee, the CC&Rs shall provide the City with enforcement rights against both the Developer or its successor and the individual homeowners. The City shall be provided with the same rights of collection as to the Coral Mountain Annual Mitigation Fee that the Developer or its successor shall have for the collection of other fees and assessments, but the Developer or its successor shall have the obligation for collection and payment of the Coral Mountain Annual Mitigation Fee. In any action by the City to collect the Coral Mountain Annual Mitigation Fee, the City shall, in addition to the fee, be entitled to collect all of its costs, expenses, and attorneys' fees in enforcing its rights. The CC&Rs shall be subject to the terms and conditions set forth in Section 3.8 of this Agreement.

### 3.6.3 Annual Rate Adjustment.

The Coral Mountain Unit Fee, the Level 1 TOT Goal, and the Level 2 TOT Goal shall be adjusted annually, on each July 1<sup>st</sup> during the term of this Agreement, commencing on the first anniversary of the first Annual Mitigation Payment Date, by an increase of two percent (2%) per year. The CC&Rs as described in the last paragraph of Section 3.6.2 above shall include the annual rate adjustment as provided in this Section 3.6.3 of this Agreement.

### 3.6.4 Other Fees and Charges.

Except as expressly limited in this Agreement, nothing set forth in this Agreement is intended to or shall be construed to limit or restrict the City's authority to impose its existing, or any new or increased, Citywide fees, charges, levies, or assessments for the development of the Site, or to impose or increase, subject to the required procedure, any taxes applicable to the Site including but not limited to transient occupancy taxes. Notwithstanding the foregoing, Developer reserves the right to challenge the application of any fee, charge, levy, assessment, or tax imposed on the Project or Site by the City if Developer contends it violates the terms of this Agreement or the other Project Approvals. Developer shall timely pay all applicable fees, charges, levies, assessments, and special and general taxes validly imposed in accordance with the Constitution and laws of the State of California, including without limitation school impact fees in accordance with Government Code §§ 65995, *et seq.*

### 3.7 Dedications and Improvements; Improvement Security.

Developer shall complete and offer dedications to the City or other applicable public agency of those public improvements required in connection with the Project, as specified in the Conditions of Approval. In connection with the recordation of any final subdivision map for the



Project, Developer shall, through the execution of a subdivision improvement agreement with the City, provide to the City, in a form reasonably acceptable to the City Attorney, improvement security as provided in the City Code to secure the faithful performance of Developer's obligations under this Agreement to construct the on-site and off-site public improvements identified on that map. The terms, amounts and provisions for release of the improvement security shall be as set forth in the City Code.

3.8 Declaration(s) of Covenants, Codes, and Restrictions.

Developer shall prepare, draft (in a form to be approved by the City Manager and City Attorney), execute, and cause to be recorded in the Recorder's Office one or more Declaration(s) of Covenants, Codes, and Restrictions ("CC&Rs") to govern the authorized and required land uses and operations at the Site, and the general maintenance, repair, landscaping, public and private utility usage and ownership (including streets, alleys, sidewalks, water, sewer, gas, electricity, telecommunications, and related infrastructure), and any other terms and conditions as may be necessary or appropriate to maintain the use and operation of the Site, and all common areas, consistent with the terms and conditions of the Project. Developer may have CC&Rs prepared, drafted, executed, and recorded for each of the separate phases (Planning Area III, Planning Area V, and Planning Area VI) of the Project, but the CC&Rs shall include at a minimum the terms and conditions governing the payment of fees as required in Section 6.3 of this Agreement, the terms and conditions allowing for the use of short-term vacation rentals as provided in Article 5 of this Agreement for the applicable Planning Areas of the Project, and general maintenance, repair, landscaping, public and private utility usage and ownership (including streets, alleys, sidewalks, water, sewer, gas, electricity, telecommunications, and related infrastructure). The CC&Rs shall be implemented and enforced by a duly established homeowners association ("HOA") pursuant to state law for a common interest development. The City shall be deemed a third party beneficiary to the CC&Rs with the right, but not the obligation, to enforce any terms and conditions included for the benefit of the City as provided for in this Agreement or the CC&Rs ("City Required Provisions"). The City Required Provisions, once approved by the City Manager and City Attorney, may not be substantively amended or modified without the prior written consent of the City Manager and City Attorney, which shall not be unreasonably withheld, conditioned or delayed.

3.9 Indemnification.

Developer shall protect, defend, indemnify and hold harmless City and City's officers, officials, members, employees, volunteers, agents, and representatives (any of the foregoing shall be known individually as "Indemnitee" and collectively as "Indemnites"), and each of them, jointly and severally, against and from any and all claims, demands, causes of action, damages, costs, expenses, losses and liabilities, at law or in equity, of every kind or nature whatsoever, including reasonable attorneys' fees and expert witness fees, arising out of or directly relating to construction and development-related activities on the Site by Developer, but excluding those resulting from the gross negligence or willful misconduct of any Indemnitee, but including, without limitation, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought or instituted ("Claims"). In the event of any action, litigation, or other adversarial proceeding in any way involving the Claims specified in this section, City agrees, at no cost to City, to cooperate with Developer. Developer shall have the obligation to provide the

defense of City in the action, litigation, or other adversarial proceeding, either by providing for legal counsel or, at City's option, timely paying the legal costs incurred by City in the defense of litigation, even though negligence or gross negligence of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf has not been established at the time that the defense is provided. In addition, Developer shall be obligated to promptly pay any final judgment or portion thereof rendered against the Indemnitee or Indemnitees.

In the event of any court action or proceeding challenging the validity of this Agreement or the Project Approvals, Developer shall indemnify, hold harmless, pay all costs and provide defense for City in said action or proceeding with counsel chosen by Developer and reasonably approved by City. City shall, at no cost to City, cooperate with Developer in any such defense as Developer may reasonably request. In the event Developer fails or refuses to provide such defense of any challenge to this Agreement or the Project Approvals, or any component thereof, City shall have the right not to defend such challenge, and to resolve such challenge in any manner it chooses in its sole discretion, including terminating this Agreement. In the event of such termination, Developer, upon written request of City, shall immediately execute a termination document or other document reasonably required by a reputable title company to remove this Agreement as a cloud on title.

3.10 Reserved.

#### 4. CITY'S OBLIGATIONS

##### 4.1 Scope of Subsequent Review/Confirmation of Compliance Process.

Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law pursuant to the applicable provisions of the La Quinta Municipal Code and the provisions of City's Fire Codes and ordinances, Health and Safety Codes and ordinances, and Building, Electrical, Mechanical, and similar building codes.

Prior to each request for a building permit, Developer shall provide City with a Compliance Certificate ("Certificate"), in substantially the same form as that attached hereto as Exhibit "F", which shall describe how all applicable Conditions of Approval have been fully complied with. The Certificate shall be distributed to the relevant City departments in order to check the representations made by Developer on the Certificate.

##### 4.2 Project Approvals Independent.

All approvals required for the Project which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Project, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the

Parties that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the term of this Agreement, but shall remain valid for the term of such approvals and entitlements.

#### 4.3 City Cooperation.

The parties agree that Developer must be able to proceed rapidly with the development of the Site and, accordingly, that expedited City review of tentative maps, final maps, modifications to Project Approvals, building permits and construction inspections, is essential to the successful completion of the Project. Accordingly, to the extent that the applications and submittals are in conformity with the Project Approvals, Applicable Rules, and this Agreement, and adequate funding exists therefor, City agrees to provide adequate City resources to diligently accept, review, and take action on all subsequent applications and submittals made to City by Developer in furtherance of the Project. Similarly, to the extent that adequate funding exists therefor, City shall provide adequate City resources to promptly review and approve improvement plans, conduct construction inspections, and accept completed public facilities that are planned and completed in compliance with the Project Approvals, Applicable Rules, and this Agreement. Developer agrees to reimburse the City for all costs associated with providing expedited services, above and beyond those costs covered by the City's Processing Fees. In the event City does not have adequate resources, City shall authorize the use of "contract labor" for inspection and plan review purposes, which shall be reimbursed by Developer, pursuant to a mutually agreeable reimbursement agreement that also specifies any fee credit to Developer to avoid Developer paying more than once for the same plan check, inspection, or other City service. City shall consult with Developer concerning the selection of the most knowledgeable, efficient and available "contract labor" for purposes of providing inspection and plan review duties for the City and the Project; provided, however, that City shall retain the right to select any "contract labor" it reasonably chooses.

#### 4.4 Final Map and Improvement Plan Procedures.

The City shall complete improvement plan and final map review in accordance with Applicable Rules, in good faith, and in an expeditious manner. If reasonably necessary, City shall have the right to hire outside inspectors and/or consultants, the cost of which shall be reimbursed by Developer. For those improvement plans or other implementing approvals under the jurisdiction of another agency, if any, the City agrees to reasonably cooperate in providing any necessary information or approval in a timely manner, so long as the plans do not substantially conflict with the Project Approvals.

#### 4.5 Building Permits.

City shall complete its review of house plans and issue building permits in a good faith and expeditious manner. Recordation of a final map shall not be required prior to the issuance of building permits for model homes.

#### 4.6 Environmental Review and Mitigation.

The Parties understand and agree that the EIR for the Project considers the whole of the Project, including each of the Project Approvals and all Discretionary Actions and Ministerial

Permits and Project Approvals necessary for development of the Project. Accordingly, the City agrees to use the certified EIR for this Project as a program and project EIR to comply with CEQA's environmental review requirements for all future Discretionary Actions to the maximum extent allowed by law, including applying the CEQA exemptions specified in Government Code Section 65457 and CEQA Guidelines Sections 15182 and 15183, which establish an exemption from further environmental review for the processing of tentative tract maps after certification of a Specific Plan EIR for residential development, if the proposed tentative tract maps are consistent with the Specific Plan and meet other applicable requirements. If an exemption or reliance on the EIR as a program and project EIR is not legally permissible, in the City's sole judgment, then City and Developer agree to meet and confer as to the most appropriate form of environmental review of such approval, provided, however, that City shall retain the authority to determine the most appropriate form of such environmental review.

#### 4.7 Inspections.

Any building or fire inspection request received by City from Developer will be processed as expeditiously as possible, pursuant to the terms and conditions of this Agreement and (as applicable) provisions in the La Quinta Municipal Code and City's standard inspection procedures.

#### 4.8 Review for Compliance.

City shall review Developer's compliance with the terms and conditions of this Agreement at least once during every twelve (12) month period following the Effective Date in accordance with the City's procedures and standards for such review. During such periodic review by the City, Developer, upon written request from the City, shall be required to demonstrate, and hereby agrees to furnish, evidence of good faith compliance with the terms and conditions of this Agreement. The failure of the City to conduct or complete the annual review as provided herein shall not impact the validity of this Agreement or the obligations of the Parties to perform pursuant to the terms and conditions of this Agreement. If, at the conclusion of the annual review provided for herein, Developer has been found in compliance with this Agreement, City shall, at Developer's request, issue a certificate of compliance to Developer stating that (i) This Agreement remains in full force and effect, and (ii) Developer is in compliance with this Agreement. The certificate of compliance shall be in a form approved by the Parties and, for the City, the City Manager and the City Attorney, and may be in recordable form. Developer may, at its sole cost and expense, record any such certificate of compliance if obtained. If, at the conclusion of the annual review provided for herein, Developer has been found not to be in compliance with this Agreement, City shall, at its sole and absolute discretion, exercise any and all rights available under this Agreement and otherwise available at law or in equity.

### 5. SHORT TERM VACATION RENTALS/TRANSIENT OCCUPANCY TAXES.

#### 5.1 Short Term Vacation Rentals as a Permitted Use.

This Agreement does hereby provide that short-term vacation rentals are a permitted use in all Planning Areas within the Project and on the Site that allow residential uses, and the rights to such permitted use are hereby vested pursuant to the terms of this Agreement, and this vested

right shall inure to the benefit of Developer and all owners of residential units within the Project. As such, the rights and obligations under this Section 5 shall survive the sale of each residential unit to a third-party homebuyer and termination of this Agreement to each such unit. Except to the extent expressly provided otherwise in this Agreement, the City shall not impose on or apply to the Project (whether by action of the Council, or other legislative body, or by initiative, referendum, or other measure) any ordinance, resolution, standard, directive, condition, or other measure that is in conflict with this provision or that would materially interfere with right to apply for and, with City staff approval, operate short-term vacation rentals in all residential units within the Project. Such short-term vacation rentals within the Project shall be subject to the Short-Term Vacation Rental Regulations, including but not limited to violations and penalties for such violations for failing to comply with the City's Short-Term Vacation Rental Regulations. (For reference only, a copy of Chapter 3.25 of the La Quinta Municipal Code in effect as of the Effective Date is attached to this Agreement as Exhibit "G". In the event Chapter 3.25 is repealed in its entirety, only then the provisions of Chapter 3.25 as attached to this Agreement shall govern the permitting, operation, and renewal of short-term vacation rental permits in the Project and on the Site.) In order to ensure the timely collection and reporting of the applicable transient occupancy taxes, and compliance with the applicable operational requirements and conditions set forth in the Short-Term Vacation Rental Regulations, the Developer or its successor or assignee shall be the "authorized agent or representative" (as that term is defined in the Short-Term Vacation Rental Regulations, or, if the definition is removed during the Term of this Agreement, as defined in Chapter 3.25 as of the Effective Date of this Agreement) for all short-term vacation rentals and short-term vacation rental permits within the Project, including but not limited to applying for and managing all short-term vacation rental permits, making all reservations and payments, and ensuring compliance with all other requirements of the Short-Term Vacation Rental Regulations, and shall do so exclusively through a central rental operator pursuant to Section 5.3.1 of this Agreement, which shall be confirmed at the issuance and renewal of each short-term vacation rental permit; provided, however, that the "owner" (as that term is defined in the Short-Term Vacation Rental Regulations, or, if the definition is removed during the Term of this Agreement, as defined in Chapter 3.25 as of the Effective Date of this Agreement) shall remain ultimately obligated as the holder of the short-term vacation rental permit for any and all remedial actions necessary for compliance with the Short-Term Vacation Rental Regulations and this Agreement, including but not limited to the payment of any fines or recorded liens or any other violations for non-compliance; and, provided further, that the "owner" shall have a process available, through an independent arbitrator or neutral decision-maker designated by the Developer or homeowner's association ("HOA") of which the short-term vacation rental unit owner is a member, to petition for a change of that owner's "authorized agent or representative" because the owner demonstrates, with a preponderance of evidence, that the "authorized agent or representative," designated by the Developer or its successor or assignee, has failed to perform its duty to ensure compliance with all other requirements of the Short-Term Vacation Rental Regulations for that owner's short-term vacation rental unit. The CC&Rs as described in Section 3.8 of this Agreement shall include the terms and conditions, and detailed specifics for process and decision, whenever an owner may petition the HOA for a change in that owner's "authorized agent or representative" as required by this Section 5.1; the City Manager and City Attorney shall review and approve, in their reasonable discretion and not to be unreasonably delayed or denied, said terms and conditions in the CC&Rs that would apply if an owner were to petition the HOA for a change in that owner's "authorized agent or representative" as required by this Section 5.1.

Pursuant to the expressed exceptions referenced in the preceding paragraph, the following provisions shall apply to the use and operation of the Project and each single family residence on the Site within the Project:

(A) The operational requirements and restrictions in Section 3.25.070 (or successor section) of the La Quinta Municipal Code shall apply to all short-term vacation rental units, including the limits on the number of daytime and overnight guests in each unit to ensure that occupancy levels are appropriate for the number of bedrooms and compatible with single-family residential communities;

(B) All short-term vacation rental units in the Project shall be subject to, at a minimum, the noise restrictions in Sections 9.100.210 and 11.08.040 (or successor sections) of the La Quinta Municipal Code, in addition to any noise compliance requirements set forth in Chapter 3.25 of the La Quinta Municipal Code.

## 5.2 Transient Occupancy Tax.

All short-term vacation rentals in the Project shall be subject to, and comply with, the City's Transient Occupancy Ordinance as set forth in Chapter 3.24 (or successor provisions) of the La Quinta Municipal Code. To the extent the City revises its Transient Occupancy Ordinance after the Effective Date of this Agreement, all short-term vacation rentals in the Project will be subject to those revised or amended provisions unless doing so would violate the vested rights set forth in Section 5.1 of this Agreement. It is the intent of this provision to require, at all times, that all short-term vacation rentals in the Project comply with the City's requirements and procedures for collecting, reporting and paying the applicable transient occupancy tax, including as those requirements and procedures may be modified during the term of this Agreement.

## 5.3 Covenants, Conditions and Restrictions.

All CC&Rs recorded pursuant to Section 3.8 of this Agreement on any property within the Project where residential uses are allowed shall expressly authorize short-term vacation rentals for all residential units. All such CC&Rs shall state the operational requirements and standard conditions applicable to short-term rentals in that tract or planning area of the Project.

### 5.3.1 Rental Management Program.

Developer shall be responsible for ensuring that for the Term of this Agreement, one or more contract(s) shall be in effect at all times which provide opportunities to the owners of the resort residential units to have the ability to make their units available for short-term rentals permitted by this Agreement and the CC&Rs. The contract or contracts may, but are not required to be, with an on-site rental management agent. Developer may assign this obligation to its successors in accordance with this Agreement.

## 6. DEFAULT; REMEDIES; DISPUTE RESOLUTION.

### 6.1 Notice of Default.

In the event of failure by either Party substantially to perform any material term or provision of this Agreement, the non-defaulting Party shall have those rights and remedies provided herein, provided that such non-defaulting Party has first provided to the defaulting Party a written notice of default in the manner required by Section 8.1 hereof identifying with specificity the nature of the alleged default and the manner in which said default may satisfactorily be cured.

6.2 Cure of Default.

Upon the receipt of the notice of default, the alleged defaulting Party shall promptly commence to cure, correct, or remedy the identified default at the earliest reasonable time after receipt of the notice of default and shall complete the cure, correction or remedy of such default not later than thirty (30) days after receipt of the notice of default, or, for such defaults that cannot reasonably be cured, corrected or remedied within thirty (30) days, such Party shall commence to cure, correct, or remedy such default within such thirty (30) day period, shall and continuously and diligently prosecute such cure, correction or remedy to completion.

6.3 City Remedies.

In the event of an uncured default by Developer of the terms of this Agreement, City, at its option, may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement; provided, however, that in no event shall City be entitled to consequential damages or other monetary damages (with the exception of Developer's potential obligations for indemnity or attorneys' fees as provided in Sections 3.9 and 8.22 or for potential Short Term Vacation Rental penalties or other code enforcement remedies) for any Developer default. For purposes of this Agreement the term "consequential damages" shall include, but not be limited to, potential loss of anticipated tax or fee revenues from the Project or any portion thereof. Furthermore, City, in addition to or as an alternative to exercising the remedies set forth in this Section 6.3, in the event of a material uncured default by Developer, may give notice of its intent to terminate or modify this Agreement pursuant to City's Development Agreement Ordinance and/or the Development Agreement Act, in which event the matter shall be scheduled for consideration and review by the City Council in the manner set forth in the City's Development Agreement Ordinance or the Development Agreement Act.

6.4 Developer's Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein including, but not limited to, the Project Approvals, the Applicable Rules or any future amendments or enactments thereto, or the Project, except as provided in this Section. Accordingly, Developer covenants on behalf of itself and its successors and assigns, not to sue the City for damages or monetary relief (except for attorneys' fees as provided for by Section 8.22) for any breach of this Agreement by City or arising out of or connected with any dispute, controversy, or issue between Developer and City regarding this Agreement or any of the matters referred to herein including but not limited to the application, interpretation, or effect of this Agreement, the Project Approvals, the Applicable Rules or any future amendments or enactments thereto, or the Project, or any land use permits or approvals sought in connection with the development of the Project or any component thereof, or use of a parcel or any portion thereof, the parties agreeing that

declaratory and injunctive relief, mandate, and specific performance shall be Developer's sole and exclusive judicial remedies.

## 7. MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE

### 7.1 Encumbrances on the Project Site.

This Agreement shall not prevent or limit Developer from encumbering the Site or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Site, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value (a "Mortgage") securing financing with respect to the construction, development, use or operation of the Project.

### 7.2 Mortgage Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder (a "Mortgagee") [whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise] shall be subject to all of the terms and conditions of this Agreement.

### 7.3 Mortgagee Not Obligated.

No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of the Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance, except that (i) the Mortgagee shall have no right to develop or operate the Site, and (ii) to the extent that any covenant to be performed by the Developer is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

### 7.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure.

With respect to any mortgage or deed of trust granted by Developer, whenever City may deliver any notice or demand to Developer with respect to any breach or default by Developer in completion of construction of the Project or any component of the Project, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage or deed of trust which has previously requested such notice in writing. Each such holder shall (insofar as the rights granted by City are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Site (or portion thereof) if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.



8. MISCELLANEOUS

8.1 Notices, Demands and Communications Between the Parties.

Any approval, disapproval, demand, document or other notice (“Notice”) which either Party may desire to give to the other Party under this Agreement must be in writing and shall be sufficiently given if (i) delivered by hand, (ii) delivered by reputable same-day or overnight messenger service that provides a receipt showing date and time of delivery, or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Developer at the addresses specified below, or at any other address as that Party may later designate by Notice.

To City: City of La Quinta  
78-495 Calle Tampico  
La Quinta, California 92253  
Attn: Community Development Director

With a copy to: Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400  
Costa Mesa, California 92626  
Attn: William H. Ihrke

To Developer: CM Wave Development LLC  
c/o Meriwether Companies  
2235 Broadway  
Boulder, CO 80302  
Attn: Garrett Simon

And

CM Wave Development Companies  
c/o John Gamlin  
79-625 Rancho San Pascual  
La Quinta, CA 92253

With a copy to: Stowell, Zeilenga, Ruth, Vaughn & Treiger,  
LLP  
4590 E. Thousand Oaks Blvd., Suite 100  
Westlake Village, CA 91362  
Attn: James D. Vaughn, Esq

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

#### 8.2 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to causes beyond the control or without the fault of the Party claiming an extension of time to perform, which may include the following (each, a “**Force Majeure**”): war; insurrection; acts of terrorism; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority imposed or mandated by other governmental entities; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or omissions of the other Party; or acts or failures to act of any public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall only be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause, or shall commence to run from the date such notice is subsequently given. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

Notwithstanding the paragraph above, Developer is not entitled pursuant to this Section 8.2 to an extension of time to perform because of past, present, or future difficulty in obtaining suitable construction or permanent financing for the development of the Site, or because of economic or market conditions.

#### 8.3 Binding Effect.

This Agreement, and all of the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, any subsequent owner of all or any portion of the Project or the Site, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Site.

#### 8.4 Independent Entity.

The Parties acknowledge that, in entering into and performing this Agreement, each of Developer and City is acting as an independent entity and not as an agent of the other in any respect.

#### 8.5 Agreement Not to Benefit Third Parties.

This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this

Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement.

8.6 Covenants.

The provisions of this Agreement shall constitute mutual covenants which shall run with the land comprising the Site for the benefit thereof, and for the benefit of City, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto for the term of this Agreement.

8.7 Non-liability of City Officers and Employees.

No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall be personally liable to Developer, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection to this Agreement, or for any act or omission on the part of City.

8.8 Covenant Against Discrimination.

Developer and City covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Agreement. Developer shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.).

8.9 No Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

8.10 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

8.11 Cooperation in Carrying Out Agreement.

Each Party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order

to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

8.12 Estoppel Certificate.

Either Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the best knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature and amount of any such defaults, and (iv) any other reasonable information requested. A Party receiving a request hereunder shall execute and return such certificate within ten (10) days following approval of the proposed estoppel certificate by the City Attorney, which approval shall not be unreasonably withheld or delayed. The City Manager, Assistant City Manager, and Development Director are each authorized to sign and deliver an estoppel certificate on behalf of City. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

8.13 Construction.

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 that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

8.14 Recordation.

This Agreement shall be recorded with the County Recorder of Riverside County at Developer's cost, if any, within the period required by Government Code Section 65868.5. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

8.15 Captions and References.

The captions of the paragraphs and subparagraphs of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference herein to a paragraph or exhibit are the paragraphs, subparagraphs and exhibits of this Agreement.

8.16 Time.

Time is of the essence in the performance of this Agreement and of each and every term and condition hereof as to which time is an element.

8.17 Recitals & Exhibits Incorporated; Entire Agreement.

The Recitals to this Agreement and all of the exhibits and attachments to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

8.18 Exhibits.

Exhibits “A”-“H” to which reference is made in this Agreement are deemed incorporated herein in their entirety, whether or not such exhibits are attached hereto in full. Said exhibits are identified as follows:

- A Legal Description of Site
- B Site Map
- C Project Design Features
- D. Mitigation Monitoring Program
- E. Conditions of Approval
- F. Compliance Certificate
- G. Chapter 3.25 of the La Quinta Municipal Code (as of Effective Date)
- H. Schedule of Performance And Phasing Plan

8.19 Counterpart Signature Pages.

For convenience the Parties may execute and acknowledge this agreement in counterparts and when the separate signature pages are attached hereto, shall constitute one and the same complete Agreement.

8.20 Authority to Execute; Representations and Warranties.

Developer warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this Agreement, (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement, and (iv) Developer’s entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Developer is bound, and (v) except for the threat of litigation from individuals and organizations who made comments on the EIR or otherwise exhausted their administrative remedies prior to the close of the public hearings on the Project Approvals, there is no existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its covenants and obligations set forth in this

Agreement. City warrants and represents that the person or persons executing this Agreement on its behalf have been duly authorized to execute this Agreement and bind the City to all covenants and obligations set forth in this Agreement.

8.21 City Approvals and Actions.

Whenever a reference is made in this Agreement to an action or approval to be undertaken by the City Manager, his or her authorized designee is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

8.22 Governing Law; Litigation Matters.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles. Any action at law or in equity brought by either Party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court. 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 of California. In the event of any action between the Parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be awarded, in addition to such relief to which such Party is entitled, its reasonable attorney’s fees, expert witness fees, and litigation costs and expenses.

8.23 No Brokers.

Each of the City and the Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker’s fees, or finder’s fees which may accrue by means of this Agreement, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

IN WITNESS WHEREOF, Developer and City have executed this Agreement as of the Reference Date.

**“DEVELOPER”**

CM WAVE DEVELOPMENT, LLC,  
a Delaware limited liability company

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

Its: \_\_\_\_\_

**“CITY”**

CITY OF LA QUINTA, a California municipal corporation

By: \_\_\_\_\_  
Name: Jon McMillen  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Monika Radeva  
City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
William H. Ihrke  
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

(Attached)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED LA QUINTA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 2006-462, AS APPROVED BY THE CITY OF LA QUINTA DECEMBER 07, 2006 BEING:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, S.B.M. IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND PARCEL "D" OF LOT LINE ADJUSTMENT NO. 2002-930, RECORDED FEBRUARY 13, 2003, AS DOCUMENT NO. 2003-102524, RECORDS OF RIVERSIDE COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTH 89° 56' 35" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 28, A DISTANCE OF 499.01 FEET; THENCE SOUTH 00° 03' 25" WEST, A DISTANCE OF 261.25 FEET; THENCE SOUTH 58° 09' 44" EAST, A DISTANCE OF 765.93 FEET; THENCE NORTH 77° 42' 02" EAST, A DISTANCE OF 176.74 FEET, TO THE EASTERLY LINE OF SAID PARCEL "D" AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2455.00 FEET FROM WHICH A RADIAL LINE OF SAID CURVE BEARS NORTH 77° 42' 23" EAST; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 20° 10' 55", AN ARC DISTANCE OF 864.75 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2345.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 65° 20' 50", AN ARC DISTANCE OF 2674.53 FEET; TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2455.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 20° 25' 31", AN ARC DISTANCE OF 875.17 FEET TO THE EASTERLY LINE OF SAID SECTION 28 AND THE MOST SOUTHERLY CORNER OF SAID PARCEL "D"; THENCE NORTH 00° 17' 44" EAST ALONG THE EASTERLY LINE OF SAID SECTION 28 AND THE PARCEL LINE OF SAID PARCEL "D", A DISTANCE OF 2104.91 TO THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89° 30' 09" EAST ALONG SAID PARCEL LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 00° 05' 52" EAST ALONG SAID PARCEL LINE, A DISTANCE OF 1326.33 FEET; THENCE NORTH 89° 30' 56" WEST ALONG SAID PARCEL LINE A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE NORTH 89° 54' 54" WEST ALONG THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1322.31 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00° 09' 14" EAST ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1325.69 TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN PORTION OF MADISON STREET, VACATED BY SAID CITY ON JANUARY 07, 2003 PER RESOLUTION NO. 2003-003, A COPY OF WHICH RECORDED APRIL 30, 2014 AS INSTRUMENT NO. 2014-0157740 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH WOULD BY OPERATION OF LAW REVERT TO THE ABOVE DESCRIBED PROPERTY.

APN: 766-070-012-5, 764-210-007-9, 764-210-028, 764-210-029, 764-200-076-0

**EXHIBIT "A"**

**(Continued)**

PARCEL B:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHERLY 180.00 FEET TO THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE WEST 820.00 FEET THEREOF AND THE SOUTHERLY 180.00 FEET OF THE WEST 820.00 FEET OF THE NORTHWEST QUARTER, OF THE NORTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED WITHIN 58TH AVENUE.

TOGETHER WITH THAT CERTAIN PORTION OF MADISON STREET, VACATED BY SAID CITY ON JANUARY 07, 2003 PER RESOLUTION NO. 2003-003, A COPY OF WHICH RECORDED APRIL 30, 2014 AS INSTRUMENT NO. 2014-0157740 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH WOULD BY OPERATION OF LAW REVERT TO THE ABOVE DESCRIBED PROPERTY.

APN: 766-070-003-7.006-0

PARCEL C:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM ALL OIL, MINERAL, HYDROCARBON AND KINDRED SUBSTANCES IN AND UNDER SAID PROPERTY, WITHOUT RIGHT OF SURFACE ENTRY.

APN: 766-080-001-6, 002-7

PARCEL D:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPTING THEREFROM THAT PORTION OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00°07'45" WEST, ALONG THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, 287.38 FEET TO A POINT ON THE ARC OF A CURVE; THENCE 94.73 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 05°57'51" WHOSE CHORD BEARS SOUTH 66°04'50" EAST, A DISTANCE OF 94.68 FEET; THENCE SOUTH 69°03'45" EAST, 679.03 FEET TO A POINT IN THE SOUTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°29'45" WEST, ALONG SAID SOUTH BOUNDARY, 720.12 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN 60TH AVENUE.

APN: 766-080-005-0

PARCEL E:

**THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN.**

**TOGETHER WITH THAT CERTAIN PORTION OF MADISON STREET, VACATED BY SAID CITY ON JANUARY 07, 2003 PER RESOLUTION NO. 2003-003, A COPY OF WHICH RECORDED APRIL 30, 2014 AS INSTRUMENT NO. 2014-0157740 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH WOULD BY OPERATION OF LAW REVERT TO THE ABOVE DESCRIBED PROPERTY.**

APN: 766-080-004-9

PARCEL F:

**PARCEL A OF LOT LINE ADJUSTMENT NO. 2006-462, AS APPROVED BY THE CITY OF LA QUINTA DECEMBER 7, 2006, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND A PORTION OF PARCEL D OF THE LOT LINE ADJUSTMENT NO. 2002-390 RECORDED FEBRUARY 13, 2003 AS INSTRUMENT NO. 2003102524 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WHICH IS INCLUDED WITHIN SAID PARCEL A, ALL OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28;**

**THENCE SOUTH 89° 56' 35" EAST ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 499.01 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE SOUTH 00° 03' 25" WEST, A DISTANCE OF 261.25 FEET; THENCE SOUTH 58° 08' 44" EAST A DISTANCE OF 765.93 FEET;**

**THENCE NORTH 77° 42' 02" EAST, A DISTANCE OF 176.74 FEET, TO THE EASTERLY LINE OF SAID PARCEL D AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2455.00 FEET FROM WHICH A RADIAL LINE OF SAID CURVE BEARS NORTH 77° 42' 23" EAST;**

**THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 00° 14' 26" AN ARC DISTANCE OF 10.31 FEET TO THE EASTERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28;**

**THENCE NORTH 00° 05' 52" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 616.74 FEET TO THE NORTHEAST CORNER OF SAID SECTION 28;**

**THENCE NORTH 89° 56' 35" WEST ALONG THE NORTHERLY LINE OF SAID SECTION 28, A DISTANCE OF 822.00 FEET TO THE TRUE POINT OF BEGINNING.**

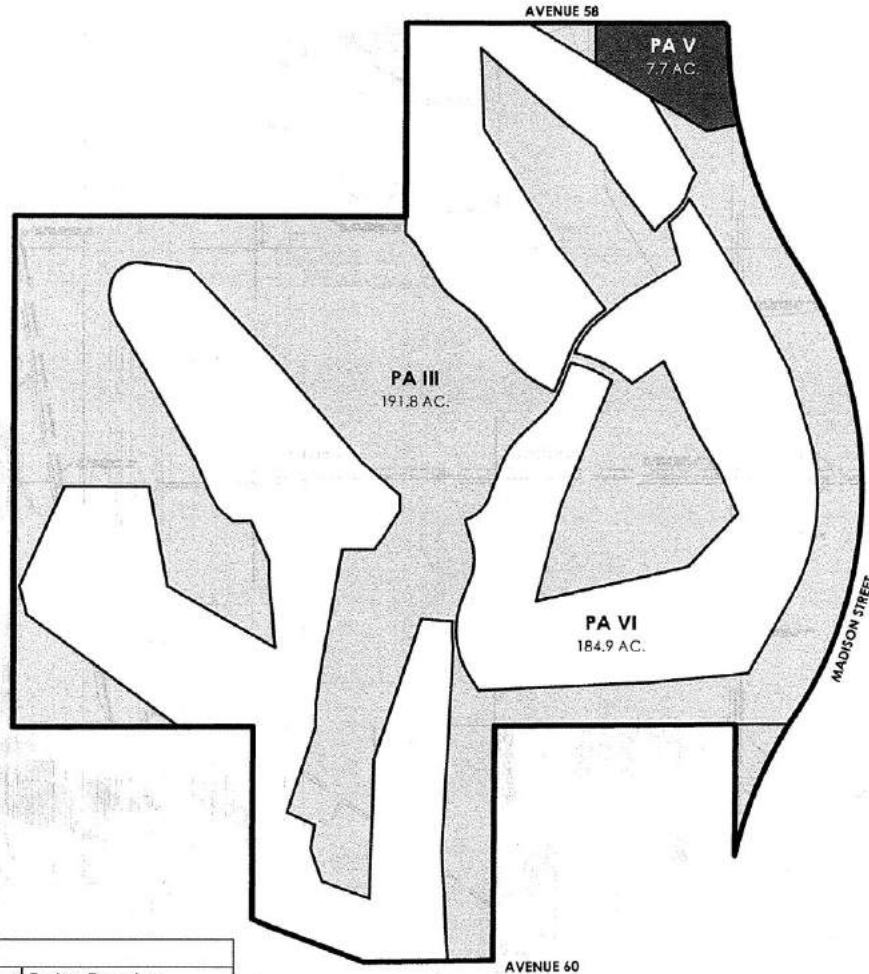
APN: 766-070-014

EXHIBIT “B”

SITE MAP

(Attached)

ANDALUSIA AT CORAL MOUNTAIN: SPECIFIC PLAN (03-067 AMD. V)



Legend	
	Project Boundary
	Planning Area Boundary

Color Code	Planning Area	Land Use	Land Area (Acres)
	PA III	Residential	191.8 AC.
	PA V	Neighborhood Commercial	7.7 AC.
	PA VI	Golf Course	184.9 AC.
		Total Area	384.4 AC.



Source: MSA Consulting, Inc.



MSA CONSULTING, INC.

CONCEPTUAL LAND USE MAP

EXHIBIT “C”

PROJECT DESIGN FEATURES

(Attached)

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## **DRAFT Project Design Features**

### ***Air Quality***

The project incorporates the following design features and attributes for promoting energy efficiency and sustainability, which shall be enforceable by the City pursuant to the terms of the Development Agreement.

The following PDFs were accounted for in CalEEMod to reduce emissions associated with each applicable subcategory:

- Pedestrian connections shall be provided to surrounding areas consistent with the City's General Plan. Providing a pedestrian access network to link areas of the project site encourages people to walk instead of drive. The project would provide a pedestrian access network that internally links all uses and connects to all existing or planned external streets and pedestrian facilities contiguous with the project site. The project would minimize barriers to pedestrian access and interconnectivity.
- Having different types of land uses near one another can decrease VMT since trips between land use types are shorter and may be accommodated by non-auto modes of transport. For example, when residential areas are in the same neighborhood as retail and office buildings, a resident does not need to travel outside of the neighborhood to meet his/her trip needs. A description of diverse uses for urban and suburban areas is provided below
- The project will include improved design elements to enhance walkability and connectivity. Improved street network characteristics within a neighborhood include street accessibility, usually measured in terms of average block size, proportion of four-way intersections, or number of intersections per square mile. Design is also measured in terms of sidewalk coverage, building setbacks, street widths, pedestrian crossings, presence of street trees, and a host of other physical variables that differentiate pedestrian-oriented environments from auto-oriented environments.
- Commute Trip Reduction Program is a multi-strategy program that encompasses a combination of individual measures. It is presented as a means of preventing double-counting of reductions for individual measures that are included in this strategy. It does so by setting a maximum level of reductions that should be permitted for a combined set of strategies within a voluntary program.
- Encouraging telecommuting and alternative work schedules reduces the number of commute trips and therefore VMT traveled by employees. Alternative work schedules could take the form of staggered starting times, flexible schedules, or compressed work weeks.

- The project will design building shells and building components, such as windows; roof systems:
- electrical and lighting systems: and heating, ventilating, and air conditioning systems to meet 2019 Title 24 Standards which results in 30% less energy for non-residential buildings and 53% less energy for residential use due to lighting upgrades.
- The project is required to comply with SCAQMD Rule 445, which prohibits the use of wood burning stoves and fireplaces in new development.
- Using electricity generated from photovoltaic (PV) systems displaces electricity demand which would ordinarily be supplied by the local utility. Since zero GHG emissions are associated with electricity generation from PV systems, the GHG emissions reductions from this PDF are equivalent to the emissions that would have been produced had electricity been supplied by the local utility. A minimum of 15% of the project's electricity demand will be generated on-site.
- In order to reduce the amount of waste disposed at landfills, the project would be required to implement a 65% waste diversion as required by AB 939.

The following PDFs are part of the project, but no numeric credit has been taken for their implementation to assure a conservative analysis:

- Increasing the vehicle occupancy by ride sharing will result in fewer cars driving the same trip, and thus a decrease in VMT. The project will include a ride-sharing program as well as a permanent transportation management association membership and funding requirement. The project will promote ride-sharing programs through a multi-faceted approach such as:
  - Designating a certain percentage of parking spaces for ride sharing vehicles
  - Designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles
  - Providing a web site or message board for coordinating rides
- The project will implement marketing strategies to reduce commute trips. Information sharing and marketing are important components to successful commute trip reduction strategies. Implementing commute trip reduction strategies without a complementary marketing strategy will result in lower VMT reductions. Marketing strategies may include:
  - New employee orientation of trip reduction and alternative mode options
  - Event promotions
  - Publications
  - Specified use of Energy Star appliances.
  - Installation of water-efficient plumbing fixtures.
  - Installation of tankless water heater systems.
  - Installation of light-emitting diode (LED) technology within homes.



- Use of recycled water for common area landscape irrigation.
- Use of drought-tolerant plants in landscape design.
- Installation of water-efficient irrigation systems with smart sensor controls.
- Lighting sources contribute to GHG emissions indirectly, via the production of the electricity that powers these lights. Public street and area lighting include: streetlights, pedestrian pathway lights, area lighting for parks and parking lots, and outdoor lighting around public buildings. Lighting design should consider the amount of light required for the area intended to be lit. Lumens are the measure of the amount of light perceived by the human eye. Different light fixtures have different efficacies or the amount of lumens produced per watt of power supplied. This is different than efficiency, and it is important that lighting improvements are based on maintaining the appropriate lumens per area when applying this measure. Installing more efficacious lamps will use less electricity while producing the same amount of light, and therefore reduces the associated indirect GHG emissions.

### ***Greenhouse Gas Emissions***

The project incorporates the following design features and attributes for promoting energy efficiency and sustainability, which shall be enforceable by the City pursuant to the terms of the Development Agreement. The following PDFs were accounted for in CalEEMod to reduce emissions associated with each applicable subcategory:

- Pedestrian connections shall be provided to surrounding areas consistent with the City's General Plan. Providing a pedestrian access network to link areas of the project site encourages people to walk instead of drive. The project would provide a pedestrian access network that internally links all uses and connects to all existing or planned external streets and pedestrian facilities contiguous with the project site. The project would minimize barriers to pedestrian access and interconnectivity.
- Having different types of land uses near one another can decrease VMT since trips between land use types are shorter and may be accommodated by non-auto modes of transport. For example, when residential areas are in the same neighborhood as retail and office buildings, a resident does not need to travel outside of the neighborhood to meet his/her trip needs. A description of diverse uses for urban and suburban areas is provided below
- The project will include improved design elements to enhance walkability and connectivity. Improved street network characteristics within a neighborhood include street accessibility, usually measured in terms of average block size, proportion of four-way intersections, or number of intersections per square mile. Design is also measured in

terms of sidewalk coverage, building setbacks, street widths, pedestrian crossings, presence of street trees, and a host of other physical variables that differentiate pedestrian-oriented environments from auto-oriented environments.

- Voluntary Commute Trip Reduction Program – A multi-strategy program that encompasses a combination of individual measures. It is presented as a means of preventing double-counting of reductions for individual measures that are included in this strategy. It does so by setting a maximum level of reductions that should be permitted for a combined set of strategies within a voluntary program.
- Encouraging telecommuting and alternative work schedules reduces the number of commute trips and therefore VMT traveled by employees. Alternative work schedules could take the form of staggered starting times, flexible schedules, or compressed work weeks.
- The project will design building shells and building components, such as windows; roof systems:  
electrical and lighting systems; and heating, ventilating, and air conditioning systems to meet 2019 Title 24 Standards which are expected to result in 30% less energy use for non-residential buildings and 53% less energy use for residential use due to lighting upgrades.
- The project is required to comply with SCAQMD Rule 445, which prohibits the use of wood burning stoves and fireplaces in new development.
- Using electricity generated from photovoltaic (PV) systems displaces electricity demand which would ordinarily be supplied by the local utility. Since zero GHG emissions are associated with electricity generation from PV systems, the GHG emissions reductions from this PDF are equivalent to the emissions that would have been produced had electricity been supplied by the local utility. A minimum of 15% of the project's electricity demand will be generated on-site.
- In order to reduce the amount of waste disposed at landfills, the project would be required to implement a 65% waste diversion as required by AB 939.

The following PDFs are part of the project, but no numeric credit has been taken for their implementation to provide a conservative analysis:

- Increasing the vehicle occupancy by ride sharing will result in fewer cars driving the same trip, and thus a decrease in VMT. The project will include a ride-sharing program as well as a permanent transportation management association membership and funding requirement. The project will promote ride-sharing programs through a multi-faceted approach such as:
  - Designating a certain percentage of parking spaces for ride sharing vehicles
  - Designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles

- Providing a web site or message board for coordinating rides
- The project will implement marketing strategies to reduce commute trips. Information sharing and marketing are important components to successful commute trip reduction strategies. Implementing commute trip reduction strategies without a complementary marketing strategy will result in lower VMT reductions. Marketing strategies may include:
  - New employee orientation of trip reduction and alternative mode options
  - Event promotions
  - Publications
  - Specified use of Energy Star appliances.
  - Installation of water-efficient plumbing fixtures.
  - Installation of tankless water heater systems.
  - Installation of light-emitting diode (LED) technology within homes.
  - Use of recycled water for common area landscape irrigation.
  - Use of drought-tolerant plants in landscape design.
  - Installation of water-efficient irrigation systems with smart sensor controls.
- Lighting sources contribute to GHG emissions indirectly, via the production of the electricity that powers these lights. Public street and area lighting includes: streetlights, pedestrian pathway lights, area lighting for parks and parking lots, and outdoor lighting around public buildings. Lighting design should consider the amount of light required for the area intended to be lit. Lumens are the measure of the amount of light perceived by the human eye. Different light fixtures have different efficacies or the amount of lumens produced per watt of power supplied. This is different than efficiency, and it is important that lighting improvements are based on maintaining the appropriate lumens per area when applying this measure. Installing more efficacious lamps will use less electricity while producing the same amount of light, and therefore reduces the associated indirect GHG emissions.

### ***Energy Resources***

See PDFs listed under Greenhouse Gas Emissions, above, as they are applicable to energy consumption.

Energy-saving and sustainable design features, as well as operational programs would be incorporated. Because these features/attributes are integral to the project, and/or are regulatory requirements, they are not considered to be mitigation measures. The project will require submittal to the appropriate agencies discussed in this section for review and approval of on-site design for circulation, building standards and utility installation. The following PDFs are part of the project; however, per the GHG Report, no numeric credit has been taken for their implementation in order to produce a conservative analysis:

- Specified use of Energy Star appliances
- Installation of water-efficient plumbing fixtures
- Installation of tankless water heaters
- Installation of light-emitting diode (LED) technology within homes
- Use of recycled water (non-potable) for common area landscape irrigation
- Use of drought-tolerant plants in landscape design
- Installation of water-efficient irrigation systems with smart sensor controls
- Installation of photovoltaic (PV) systems

## **Noise**

### *Six-Foot Perimeter Wall to Reduce Arterial Roadway Noise*

A six-foot perimeter wall will be developed along the northern and eastern property boundaries, adjacent to the proposed Low Density Residential Planning Area (PA II). The six-foot perimeter walls will be located adjacent to PA II in order to protect the proposed onsite residential uses from off-site traffic noise by implementing improvements that diminish noise levels. Perimeter walls will be developed along the southern and western property boundaries as a design requirement of the City and in conformance with Section 3.5.1 of the Development Agreement. The Noise Study determined that the barriers shall provide a weight of at least four pounds per square foot of face area with no decorative cutouts or line-of-sight openings between shielded areas and the roadways. The barrier must present a solid face from top to bottom. Unnecessary openings or decorative cutouts shall not be made. All gaps (except for weep holes) should be filled with grout or caulking. Because this requirement was assumed in the Noise Study analysis, and to assure effective mitigation of noise from the project, **Mitigation Measure NOI-5** is provided in **Section 4.11, Noise**, in the Draft EIR to assure the proper construction of perimeter walls. This project Development Agreement will ensure that the project design features and mitigation will be enforceable by the City.

## **Public Services**

The proposed project will be required to comply with existing regulations and standards (identified in **Section 4.12, Public Services**, of the Draft EIR) to ensure that the project's potential impacts associated with public facilities and services related to fire and police emergency and non-emergency services, as well as impacts to schools, do not result in significant impacts. Typical for residential communities in the City of La Quinta, the project and residential areas shall be gated, thus increasing community security and minimizing potential crimes, and consistent with standard operations of resort communities, the project will incorporate private security

services to maximize security of the overall project. Additionally, lighting features throughout the project will enhance security and maximize visibility within the project including streets, intersections, and other crosswalks.

### ***Transportation***

Project Design Features (PDF) are incorporated that encourage the use of alternative transportation measures including pedestrian and bicycle travel. The project will include design elements such as sidewalk coverage, building setbacks, street widths, pedestrian crossings, presence of street trees, and other physical variables that differentiate pedestrian - oriented environments from auto-oriented environments. The project will provide a pedestrian access network that internally links all uses and connects to all existing or planned external streets and pedestrian facilities contiguous with the project site. The project would minimize barriers to pedestrian access and interconnectivity. The project includes sidewalk connections, particularly to / from the retail areas interacting with residential and resort uses on-site.

#### ***Project Design Features for VMT Reduction***

Transportation demand management (TDM) strategies were evaluated for the purpose of reducing VMT impacts determined to be potentially significant. *Quantifying Greenhouse Gas Mitigation Measures*, (CAPCOA) 2010 provides guidance for evaluating the potential reduction in VMT expected for individual measures.

The project setting best reflects what CAPCOA refers to as a *suburban* place type because it is characterized by dispersed, low-density, single-use automobile dependent land use patterns. The maximum reduction expected when combining multiple mitigation strategies for the *suburban* place type is 10 percent and requires a project to contain a diverse land use mix, workforce housing, and project-specific transit, according to CAPCOA.

The project incorporates design features and attributes promoting trip reduction. Because these features/attributes are integral to the project, and/or are regulatory requirements, they are not considered to be mitigation measures. These features are considered after the VMT data is extracted from the traffic model.

Project VMT is reduced by the following project design features/attributes, which are enforceable by the City pursuant to the terms of the Development Agreement, and are anticipated to collectively reduce project home-based VMT by approximately 6%.

- The placement of different types of land uses near one another can decrease VMT since trips between land use types are shorter and may be accommodated by non-auto modes of transport. For example, when residential areas are in the same

neighborhood as commercial and resort land uses, a resident does not need to travel outside of the neighborhood to meet his/her recreational and retail needs. The project's mixed-use environment could provide for a potential reduction in project residential VMT of 3% according to CAPCOA guidance.

- The project includes improved design elements to enhance walkability and connectivity. Recognized improved street network characteristics within the project include sidewalk coverage, building setbacks, street widths, pedestrian crossings, presence of street trees, and a host of other physical variables that differentiate pedestrian-oriented environments from auto-oriented environments. The project provides a pedestrian access network that internally links all uses and connects to all existing or planned external streets and pedestrian facilities contiguous with the project site. The project minimizes barriers to pedestrian access and interconnectivity. The project includes sidewalk connections, particularly to / from the retail areas resulting in interaction with residential, retail, and recreational uses on-site. The project's implementation of this measure is anticipated to result in a potential reduction in project residential VMT of 2% according to CAPCOA guidance.
- The project will implement marketing strategies to optimize on-site resort and residential uses. Information sharing and marketing are important components to successful trip reduction strategies. Marketing strategies may include:
  - Resident member benefits that include use of the recreational amenities
  - Publications

The project's implementation of this measure could provide for a potential reduction in project residential VMT of 1% according to CAPCOA guidance.

EXHIBIT “D”

MITIGATION MONITORING PROGRAM

(Attached)

*[to be inserted]*

EXHIBIT “E”

CONDITIONS OF APPROVAL

(Attached)

*[to be inserted]*



EXHIBIT “F”

COMPLIANCE CERTIFICATE

**(CM Wave Development LLC, DEVELOPMENT AGREEMENT)**

The undersigned, CM Wave Development LLC, a Delaware limited liability company (“Developer”), pursuant to that certain Development Agreement dated \_\_\_\_\_, 2022, (the “Development Agreement”), by and among Developer and the City of La Quinta, a California municipal corporation and charter city (the “City”) by its signature below hereby certifies to the City, for the City’s reliance that:

1. Capitalized terms not defined herein shall have the same meaning as set forth in the Development Agreement;
2. The undersigned is familiar with the certifications and representations set forth in this Compliance Certificate;
3. Developer has performed and complied with its obligations under the Development Agreement to be performed or complied with by it on or prior to the date hereof.
4. [CITY MAY INSERT ANY ADDITIONAL CONDITIONS UNDER THE DEVELOPMENT AGREEMENT TO BE SATISFIED PRIOR TO ISSUING BUILDING PERMIT].

IN WITNESS WHEREOF, this Compliance Certificate is executed effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, under penalty of perjury under the laws of California.

CM Wave Development LLC, a Delaware limited liability company

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

EXHIBIT “G”

CHAPTER 3.25 OF LA QUINTA MUNICIPAL CODE AS OF EFFECTIVE DATE  
(for reference only)

(Attached)

*[to be inserted]*

EXHIBIT “H”

SCHEDULE OF PERFORMANCE AND PHASING PLAN

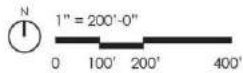
(Attached)

<b>PROJECT COMPONENT</b>	<b>LAND USE</b>	<b>START</b>	<b>COMPLETION*</b>
<b>MASTER SITE IMPROVEMENTS - Backbone</b>	<b>N.A.</b>		
Developer “Backbone” improvements, including mass and rough grading, and Infrastructure, including streets, utilities, and perimeter landscaping, Madison Entry Facility		Within 18 months of Vesting Date	3 years after Start Date
<b>PLANNING AREA III</b>	<b>RESIDENTIAL</b>		
<b>Phase 1</b> – Parcels A, B, C, G, including “in-tract” developer master site improvements – utilities, streets, landscape;		Within 36 months of Vesting Date	2 years after Start Date
Amenities, including Main Club, Sports & Fitness		Within 36 months of Vesting Date	2 years after Start Date
Golf Maintenance Facility;		Within 36 months of Vesting Date	2 years after Start Date
<b>Phase 2</b> – Parcels D, E, F, including “in-tract” developer master site improvements – utilities, streets, landscape;		Within 48 months of Vesting Date	2 years after Start Date
<b>Phase 3</b> – Parcels U, V, including “in-tract” developer master site improvements – utilities, streets, landscape;		Within 60 months of Vesting Date	2 years after Start Date
<b>Phase 4</b> – Parcels R, S, T, including “in-tract” developer master site improvements – utilities, streets, landscape;		Within 72 months of Vesting Date	2 years after Start Date
<b>Phase 5</b> – Parcels H, I, J, K, L, M, N, O, P, including “in-tract” developer master site improvements – utilities, streets, landscape;		Within 84 months of Vesting Date	2 years after Start Date
Amenities at Coral Mountain, Bike Pump Track, observatory, gathering and dining areas, trail network completion		Within 84 months of Vesting Date	2 years after Start Date
<b>PLANNING AREA V</b>	<b>NEIGHBORHOOD COMMERCIAL</b>		
Site Improvements and 5,000 SF market (including non-conditioned outdoor space)		Within 84 months of Vesting Date	2 years after Start Date
<b>PLANNING AREA VI</b>	<b>GOLF COURSE</b>		
Phase 1 – Grading, Golf Course Construction		Within 20 months of Vesting Date	2 years after Start Date

\*Completion defined as 70% of C-of-O’s issued, and are the outside deadlines permissible under this Agreement, subject to the terms of this Agreement.

Note: 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 as specified above, then such period shall be extended for up to five 1-year periods to be approved by the City Manager.

\*\*Vesting Date is defined as the later of (i) the Effective Date of the Development Agreement, and (ii) the running of all applicable statute of limitations and referendum petition deadlines with no legal challenges or petitions having been filed or submitted, or if filed or submitted, successfully resolved to the satisfaction of Developer and City.



Conceptual Phasing Plan

Legend

- RESIDENTIAL PARCELS
- A—D Single Family Lot Homesite
  - G—O
  - R—T
  - E—Q V Attached Single Family Product
  - F—P U Cluster Residential Product

- ① Single Family Lot Residential (\*B.O.H. Option\*)
- ② Commercial Corner
- ③ Project Entry
- ④ B.O.R./ CVWD Easement
- ⑤ Active Sports
- ⑥ Primary Club
- ⑦ Golf Irrigation Lake (+/- 2 acres)
- ⑧ Single Family Lot Residential (\*B.O.H. Option\*)
- ⑨ Open Space/Recreation Area
- ⑩ Activity Lake (+/- 10 acres)
- ⑪ Coral Mountain Trail Connection
- # Golf Holes

Phasing

Master Site Improvements

- I Golf
- I Backbone Improvements

Residential/Residential Intracts

- I
- II
- III
- IV
- V

09.30.2023



THE CLUB AT CORAL MOUNTAIN  
LA QUINTA, CALIFORNIA



Ordinance No. 613  
Development Agreement 2023-1000  
Project: Club at Coral Mountain  
Adopted: March 19, 2024

(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. 613 which was introduced at a regular meeting on the 5th day of March, 2024, and was adopted at a regular meeting held on the 19th day of March, 2024, 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 the \_\_\_ day of \_\_\_\_\_, 2024, pursuant to Council Resolution.

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

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

---

**AGENDA TITLE:** ADOPT RESOLUTION TO REAFFIRM ADOPTION OF ANNUAL ASSESSMENT FOR COUNTY SERVICE AREA 152, AUTHORIZE RIVERSIDE COUNTY TO CONTINUE TO LEVY ASSESSMENTS, AND INDEMNIFY AND HOLD THE COUNTY HARMLESS FOR LEVYING ASSESSMENTS ON CITY PARCELS

---

### RECOMMENDATION

Adopt a Resolution to reaffirm adoption of the annual assessment for County Service Area 152 for Fiscal Year 2024/25, authorize Riverside County to continue to levy assessments, and indemnify and hold the County harmless for levying assessments on City parcels.

### EXECUTIVE SUMMARY

- The City has an agreement with Riverside County (County) wherein the County assesses properties within the City for the maintenance and operations of street sweeping, flood control, retention basin, and other drainage facilities within La Quinta to improve overall storm water quality.
- These activities are required under the Clean Water Act and the National Pollutant Discharge Elimination System Program.
- The Council must annually adopt a resolution authorizing the County to assess City parcels and hold the County harmless for levying the assessments.
- The per parcel assessment rate will remain unchanged from its original 1997 rate of \$9.99 per Benefit Assessment Unit for the Fiscal Year 2024/25.

### FISCAL IMPACT

County Service Area (“CSA”) 152 assessments generate approximately \$300,000 per year. These funds are held by the County and are designated for expenditures related to storm water pollution mitigation under the National Pollutant Discharge Elimination System (NPDES) permit. The City may request reimbursement for qualifying expenditures, such as retention basin maintenance, and the revenue is recognized in General Fund (Account No. 101-0000-43633, CSA 152 Assessments).

## **BACKGROUND/ANALYSIS**

In 1991, the County enacted CSA 152 to provide funding for local jurisdictions to maintain flood control and storm drain facilities. In 1994, the City joined CSA 152, and in 1997 the Council approved the Benefit Assessment Unit rate of \$9.99. The City/County Agreement is available for review in the Public Works Department.

Staff recommends the City's continued participation in CSA 152 and to authorize the County to levy and collect these assessments for Fiscal Year 2024/25.

## **ALTERNATIVES**

Staff does not recommend an alternative.

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



**RESOLUTION NO. 2024 - XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, MAKING FINDINGS AND REAFFIRMING THE ESTABLISHMENT AND SETTING OF RATES FOR THE COUNTY SERVICE AREA 152 TO FUND THE CITY'S STREET SWEEPING PROGRAM AND OPERATE AND MAINTAIN THE CITY'S DRAINAGE AND FLOOD CONTROL SYSTEMS**

**WHEREAS**, the Riverside County Service Area 152 (CSA 152) was created under the Benefit Assessment Act of 1982 (Government Code Section 54702, *et seq.*), which authorized local agencies to impose benefit assessments to finance the maintenance and operation costs of flood control and drainage systems, based on the proportionate storm water runoff from each parcel; and

**WHEREAS**, under the federally-mandated but unfunded National Pollutant Discharge Elimination System Program, the City is required to have a valid permit from the Regional Water Quality Control Board to discharge water runoff from properties within the boundaries of the City; and

**WHEREAS**, street sweeping is a pro-active method of ensuring pro-active maintenance from street runoff into the flood control and drainage systems of the City; and

**WHEREAS**, the City is a co-permittee of Permit No. CAS-617002 with the Coachella Valley Water District, County of Riverside and the incorporated cities therein; and

**WHEREAS**, the City, by its Resolution No. 97-39, adopted on May 20, 1997, authorized Riverside County to levy and establish a Benefit Assessment Unit rate for the 1997-1998 Fiscal Year CSA 152 assessments; and

**WHEREAS**, the City by its Resolution No. 97-39, adopted on May 20, 1997, agreed to indemnify and hold the County harmless for levying Assessments on the City parcels under CSA 152; and

**WHEREAS**, the City uses revenues from CSA 152 assessments solely for the purpose of maintaining and operating the City's flood control and drainage system to comply with the National Pollutant Discharge Elimination System Permit and to provide street sweeping within the City of La Quinta; and

**WHEREAS**, Proposition 218, adopted by voters on November 6, 1996, established new procedures and approval requirements for all existing assessments, unless the assessment is exempt from the new requirements; and

**WHEREAS**, certain assessments that existed on November 6, 1996, are specifically exempt from the Proposition 218 procedures and approval requirements, including assessments imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.

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

Section 1. The City Council finds the foregoing recitals to be true and correct.

Section 2. The City Council finds and declares that the City's CSA 152 charges are assessments within the definition of California Constitution Article XIID, Section 2(b), in that they confer special benefits upon each parcel of property subject to the assessments.

Section 3. The City Council finds and declares that pursuant to Article XIID, Section 5(a), the City's CSA 152 assessments are exempt from the new procedures and approval requirements of Article XIID, Section 4, because the City's CSA 152 assessments existed before November 6, 1996, and the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for street sweeping, flood control, and drainage systems in the City.

Section 4. The City Council hereby reaffirms its adoption of the annual assessment for CSA 152 and hereby determines that the annual assessment rate for Fiscal Year 2024/2025 for CSA 152 is to be set at nine dollars and ninety-nine cents (\$9.99) per Benefit Assessment Unit. The method of computation has not been changed nor has the rate of assessment been increased since August 6, 1996.

Section 5. The City Council hereby authorizes the County of Riverside to levy assessments under CSA 152 for the benefit of the City. The City agrees that it shall indemnify, defend and hold County and members of its Board, and its officers, employees and agents harmless from (1) any and all claims, demands, and causes of action of any kind or nature whatsoever and (2) any and all liability of any kind or nature whatsoever that may arise out of or be caused by, or be attributable to the imposition, collection, or allocation of any tax (special or general), assessment fees or charges, and/or any other revenue generated through City's application of reliance on or use of County Service Area 152.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the La Quinta City Council held on this 19<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

Resolution No. 2024 – XXX  
Riverside County Service Area (CSA) 152 – Fiscal Year 2024/24 Assessments  
Adopted: March 19, 2024  
Page 3 of 3

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

---

MONIKA RADEVA, City Clerk  
City of La Quinta, California



**APPROVED AS TO FORM:**

---

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

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE FINAL PARCEL MAP NO. 38793 LOCATED WITHIN THE MADISON CLUB RESIDENTIAL DEVELOPMENT AT THE NORTHWEST CORNER OF MONROE STREET AND AVENUE 54

---

### RECOMMENDATION

Adopt a resolution approving Final Parcel Map 38793.

### EXECUTIVE SUMMARY

- The owner of a vacant residential lot within the Madison Club is subdividing the property into two parcels.
- All conditions of approval for Tentative Parcel Map 38793 have been completed and the owner has requested approval of the Final Parcel Map.
- Approving the final map is a ministerial action that is required after the conditions of approval have been satisfied.

### FISCAL IMPACT

There is no fiscal impact to the City. No off-site improvements were required with this Final Parcel Map.

### BACKGROUND/ANALYSIS

The project site is located on Peary Place within the Madison Club at the northwest corner of Monroe Street and Avenue 54 (Attachment 1). The owners are Never Had One Lesson, LLC and Shirley Place 26, LLC. The subject property previously consisted of two vacant residential lots that were merged in 2022. Tentative Parcel Map 38793 proposes to subdivide the 1.42 acre parcel into two parcels of 0.74 and 0.68 acres which was approved by Director's decision on November 17, 2023.

Final Parcel Map 38793 (Attachment 2) has passed technical review by the City Surveyor and has been signed by the property owner; Staff recommends approval of the final map.

## ALTERNATIVES

Staff does not recommend an alternative action.

Prepared by: Amy Yu, Associate Engineer

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

Attachments: 

1. Vicinity Map
2. Parcel Map 38793

**RESOLUTION NO. 2024 – XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, GRANTING APPROVAL OF FINAL PARCEL MAP NO. 38793**

**WHEREAS**, Tentative Parcel Map No. 38793 was approved by Director’s decision on November 17, 2023, as permitted under the Subdivision Map Act, subject to conditions of approval; and

**WHEREAS**, the developer has completed the conditions of approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, that the City Council does hereby grant approval of Final Parcel Map No. 38793, as referenced in the title of this Resolution, for the reasons set forth in this Resolution.

**PASSED, APPROVED and ADOPTED** at a regular meeting of the La Quinta City Council held on this 19<sup>th</sup> day of March 2024, by the following vote:

**AYES:**

**NOES:**

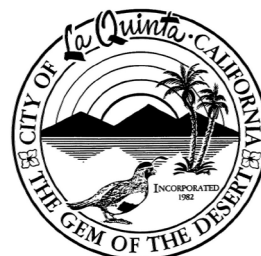
**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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



Resolution No. 2024 – XXX  
Parcel Map No. 38793  
Adopted: March 19, 2024  
Page 2 of 2

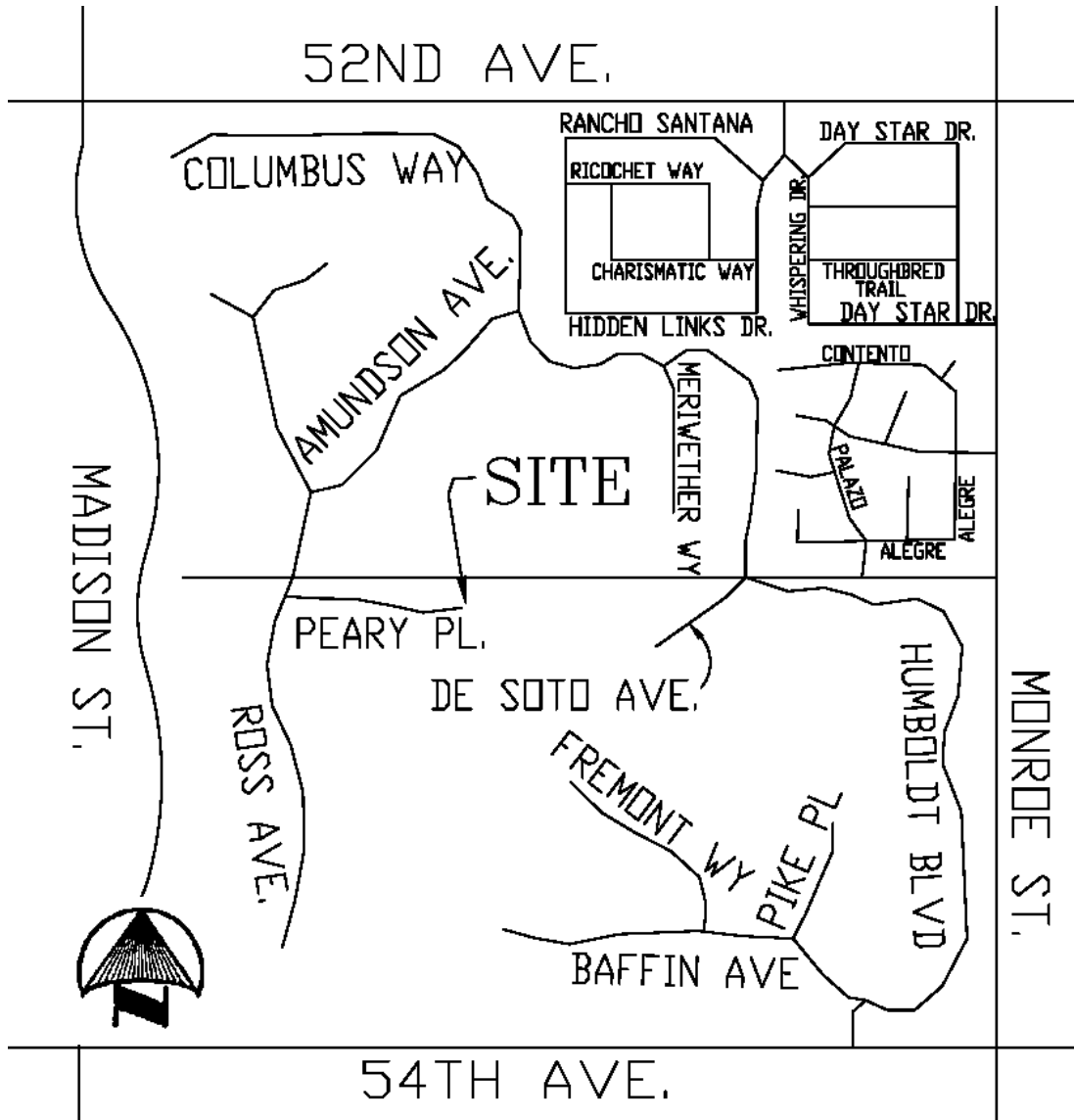
**APPROVED AS TO FORM:**

---

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



# PARCEL MAP NO. 38793



## VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

WE HEREBY STATE WE ARE THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; WE ARE THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

NEVER HAD ONE LESSON LLC, A CALIFORNIA LIMITED LIABILITY COMPANY SHIRLEY PLAGE 26, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

ALON ABDAY MANAGING MEMBER DATED

BENEFICIARY

U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANK, BENEFICIARY UNDER DEED OF TRUST RECORDED 12/28/22, INST NO. 2022-0514295, O.R.

DATED

AUTHORIZED REPRESENTATIVE

NOTARY ACKNOWLEDGEMENT

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

ON 2024, BEFORE ME, 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. PRINCIPAL COUNTY OF BUSINESS: COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR THE STATE COMMISSION NUMBER:

NOTARY ACKNOWLEDGEMENT

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

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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. PRINCIPAL COUNTY OF BUSINESS: COMMISSION EXPIRES: NOTARY PUBLIC IN AND FOR THE STATE COMMISSION NUMBER:

IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP 38793

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 2022-0008, PER DOCUMENT NO. 2022-0472527, RECORDED NOV, 16, 2022, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 10, TOWNSHIP 6 SOUTH, RANGE 7 EAST, S.B.M.

McGEE SURVEYING, INC. DECEMBER 2023

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 2024

CASH OR SURETY TAX BOND

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$.

DATED: 2024

MATTHEW JENNINGS COUNTY TAX COLLECTOR

BY: DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

THE UNITED STATES OF AMERICA, RESERVATION HOLDER OF WATER RIGHTS AND RIGHTS-OF-WAY FOR DITCHES AND CANALS, RECORDED 7/31/1905 IN 3/228, RECORDED 4/1/1912 IN 6/112, RECORDED 2/16/1917 IN 7/225, AND RECORDED 2/21/1917 IN 7/226, ALL OF PATENTS (NOT PLOTTABLE).

A RECIPROCAL EASEMENT AGREEMENT FOR ACCESS, INGRESS, CONSTRUCTION, OPERATION, REPAIR AND MAINTENANCE OF GOLF CART PATHS, UNDERGROUND IRRIGATION, SEWER AND WATER PIPELINES, UTILITIES, AND DRAINAGE FACILITIES, AND MUTUALLY BENEFICIAL RESTRICTIONS, IN FAVOR OF MRL-LQP GOLF PROPERTIES, LLC, PER DOCUMENT NO. 2001-298681 RECORDED 6/29/2001, OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA.

AN EASEMENT AND COVENANT RUNNING WITH THE LAND REGARDING WALL MAINTENANCE (RANCHO SANTANA) RECORDED 6/22/2007 AS INST. NO. 2007-410518.

AN EASEMENT AND COVENANT RUNNING WITH THE LAND REGARDING WALL CONSTRUCTION AND MAINTENANCE (CARMELA) RECORDED 11/13/2008 AS INST. NO. 2008-599443.

RECORDER'S STATEMENT

FILED THIS DAY, 2024, AT AM/PM IN BOOK OF PARCEL MAPS, AT PAGES, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF LA QUINTA.

NO. FEE:

PETER ALDANA

COUNTY ASSESSOR/CLERK/RECORDER

BY: DEPUTY

SUBDIVISION GUARANTEE: EQUITY TITLE COMPANY

SURVEYOR'S STATEMENT

I HEREBY STATE I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ALON ABDAY. I HEREBY STATE ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.



WAYNE A. MCGEE, P.L.S. 5479 DATED

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP 38793 CONSISTING OF TWO (2) SHEETS, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

BRYAN MCKINNEY, RCE 49418 DATED CITY ENGINEER

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP 38793 CONSISTING OF TWO (2) SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

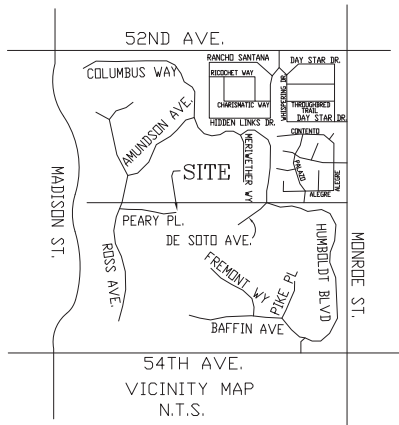


ERIC A. NELSON, PLS 5563 DATED ACTING CITY SURVEYOR

CITY CLERK'S STATEMENT

I, MONIKA RADEVA, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF LA QUINTA HEREBY STATE THAT SAID CITY COUNCIL AT A REGULAR MEETING HELD ON THE DAY OF 2024, APPROVED SAID MAP OF PARCEL MAP 38793.

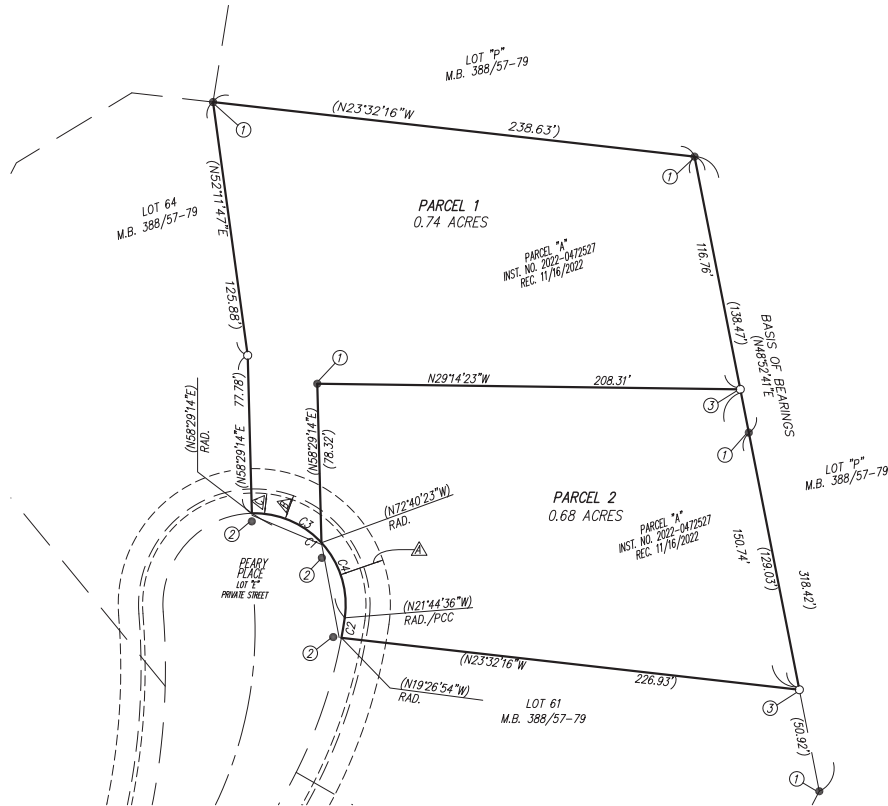
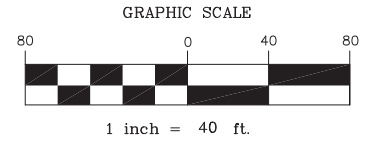
MONIKA RADEVA DATED CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF LA QUINTA



IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP 38793**

BEING A SUBDIVISION OF PARCEL "A" OF CERTIFICATE OF PARCEL MERGER NO. 2022-0008, PER DOCUMENT NO. 2022-0472527, RECORDED NOV. 16, 2022, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 10, TOWNSHIP 6 SOUTH, RANGE 7 EAST, S.B.M.

McGEE SURVEYING, INC. DECEMBER 2023



**SURVEYOR'S NOTES**

- INDICATES FOUND MONUMENT AS NOTED IN MONUMENT DESCRIPTIONS HEREON, UNLESS OTHER WISE NOTED
- INDICATES SET 1" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S. 5479", UNLESS OTHER WISE NOTED
- ( ) INDICATES RECORD DATA PER TRACT NO. 33076-1, M.B. 388/57-79.
- RAD. INDICATES RADIAL BEARING

**EASEMENT NOTES**

- ▲ 22' P.U.E AND 110 ESM'T PER M.B. 388/57-79
- ▲ 12' PRIVATE LANDSCAPE AND DRAINAGE ESM'T PER M.B. 388/57-79
- ▲ 10' P.U.E PER M.B. 388/57-79

**MONUMENT NOTES/DESCRIPTIONS**

- ① FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "L.S.7557", PER TRACT NO. 33076-1, M.B. 388/57-79, DN. 0.5", ACCEPTED AS LOT CORNER.
- ② FOUND LEAD AND TAG STAMPED "L.S. 7557" AT 1.00 FOOT OFFSET FROM FRONT LOT CORNER, FLUSH IN CONCRETE BAND AT THE PROLONGATION OF SIDE LOT LINE, PER TRACT NO. 33076-1, M.B. 388/57-79.
- ③ SET 1" IRON PIPE WITH PLASTIC PLUG "L.S. 5479", FLUSH.

**BASIS OF BEARINGS**

BEARINGS HEREON ARE BASED ON THE SOUTHERLY LINE OF LOTS 61, 62 AND 63, BEING N48°52'41"E, PER TRACT MAP NO. 33076-1, M.B. 388/57-79

**CURVE TABLE**

NO.	RADIUS	LENGTH	DELTA
C1	45.00'	78.36'	99°46'10"
C2	250.00'	10.01'	02°17'42"
C3	45.00'	38.36'	48°50'23"
C4	45.00'	40.00'	50°55'47"

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

## CITY COUNCIL MEETING: March 19, 2024 STAFF REPORT

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**AGENDA TITLE:** AUTHORIZE SUBMITTAL OF GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS FOR CALENDAR YEAR 2023 TO THE STATE OFFICE OF PLANNING AND RESEARCH AND THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; CEQA: MAKE A DETERMINATION THAT THIS ACTION IS NOT A PROJECT AS DEFINED IN SECTION 15378(b)(2) OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

---

### RECOMMENDATION

Authorize submittal of the General Plan and the Housing Element Annual Progress Reports to the State Office of Planning and Research and the Department of Housing and Community Development; and determine the action is not a project as defined in Section 15378(b)(2) of the California Environmental Quality Act.

### EXECUTIVE SUMMARY

- State Law requires incorporated communities to adopt a General Plan that regulates the land development within the City's boundaries and sphere of influence.
- The 2035 La Quinta General Plan (General Plan) was adopted by Council on February 19, 2013.
- A General Plan Annual Progress Report (General Plan APR) and Housing Element Annual Progress Report (Housing APR) have been prepared in compliance with State regulations.
- Planning Commission reviewed the General Plan APR and Housing APR at their meeting on March 12, 2024, and recommended that Council authorize submittal to OPR and HCD.

### BACKGROUND/ANALYSIS

#### *General Plan APR*

California Government Code Section 65300 requires the City to prepare and adopt a comprehensive, long-term General Plan. The General Plan addresses lands within the City's boundaries and its sphere of influence (Attachment 1). Staff has presented General Plan progress reports to Planning Commission and Council every year since 2017.

The General Plan APR was prepared according to the guidelines established by the State Office of Planning and Research (OPR) and provides General Plan implementation status since adopted on February 19, 2013. The General Plan APR reviews all goals, policies, and programs for the mandated elements: Land Use, Circulation, Housing, Conservation, Open Space, Safety, and Noise. Additionally, the General Plan APR reviews all optional elements such as the Livable

Community, Economic Development, Parks, Recreation, and Trails, Air Quality, Biological Resource and Cultural Resource elements. All goals/policies are listed with their current status. Updates to implementation efforts are highlighted in yellow in the General Plan APR (Attachment 2).

General Plan implementation occurs regularly by all City Departments through the development and implementation of City programs, and Planning Commission and Council review of development projects for consistency with the General Plan.

*Housing APR*

Preparing and submitting the Housing APR to HCD and OPR is required by all cities pursuant to SB 35 and AB 879, enacted in 2017. Codified as Government Code 65400, this legislation requires cities to prepare a Housing APR that outlines annual building activity, housing development applications received, and progress towards achieving a city’s Regional Housing Needs Allocation (RHNA) (Attachment 3). The allocations for the 2022-2029 cycle are as follows:

Very Low	Low	Moderate	Above Moderate	Total
420*	269	297	544	1,530
27%	18%	19%	36%	100%

\*Extremely Low = 210. Half of the very low-income units are required to be for extremely low-income households.

The current report shows the City has exceeded its above moderate-income allocation goal for the 2022-2029 housing cycle. La Quinta’s adopted 2022-2029 Housing Element and current zoning identifies an inventory of sites that allow for affordable housing development, including recently acquired properties along the Highway 111 Corridor to provide for lower income allocations. A Housing Element amendment was approved in November 2023 which added three new sites for very low- and low-income housing (Attachment 4). The amendment was approved by HCD in February 2024. Additionally, the La Quinta Village Apartments project that was approved in November 2023, provides for 74 moderate income housing units.

**ENVIRONMENTAL REVIEW**

The General Plan APR and Housing APR are not subject to environmental review as the reports are not considered a project as defined in Section 15378(b)(2) of CEQA.

Prepared by: Cheri Flores, Planning Manager  
 Approved by: Danny Castro, Design and Development Director

- Attachments:
1. La Quinta General Plan Map
  2. General Plan Annual Progress Report
  3. Housing Element Annual Progress Report Summary
  4. Housing Element Site Inventory and Map

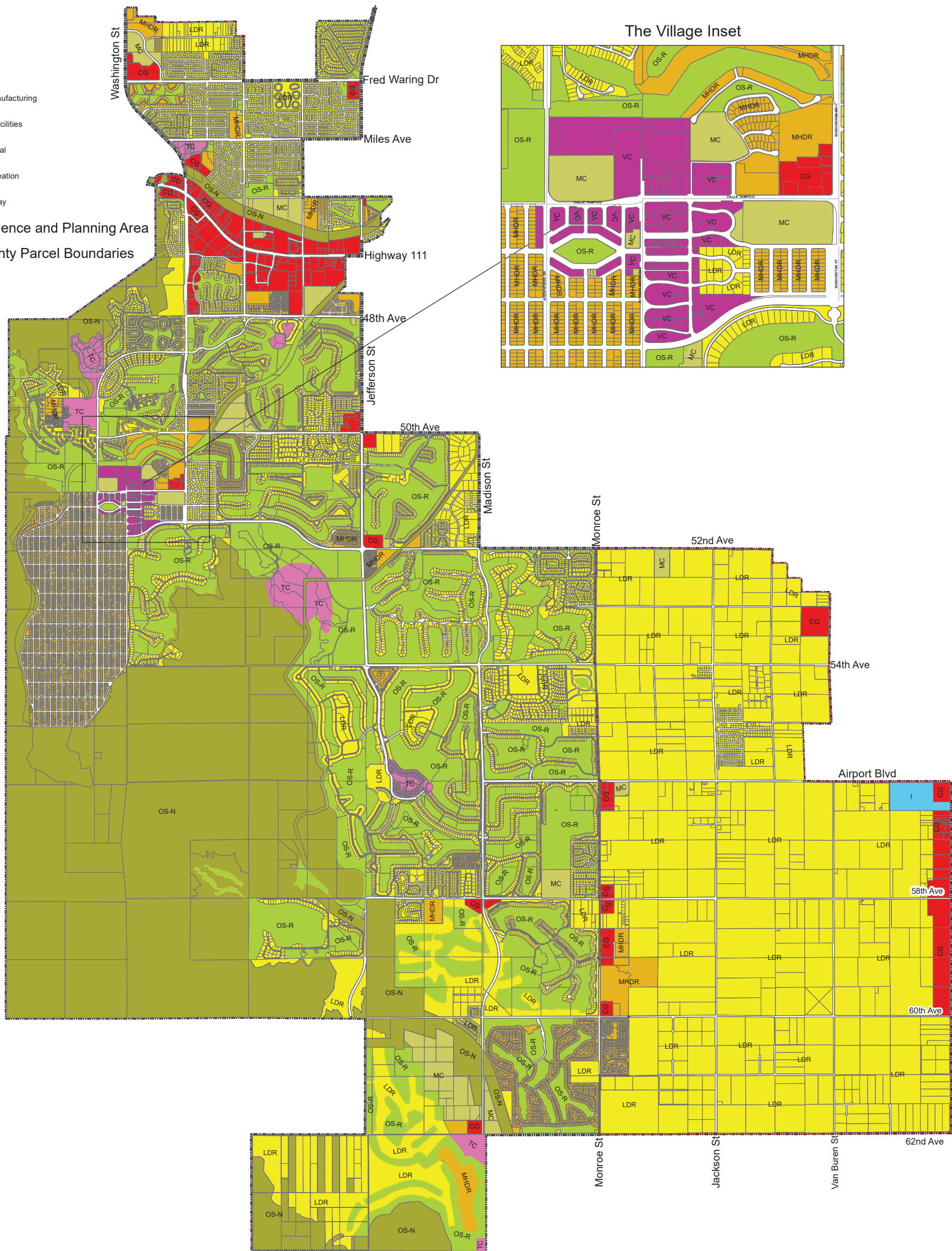


# General Plan

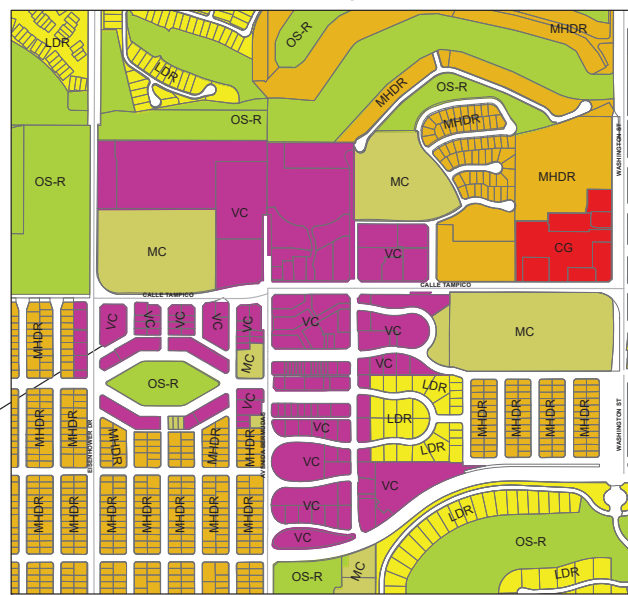
## Preferred Land Use Map

### General Plan Designations

- LDR Low Density Residential
- MHDR Medium and High Density Residential
- CG General Commercial
- TC Tourist Commercial
- VC Village Commercial
- I Industrial and Light Manufacturing
- MC Major Community Facilities
- OS-N Open Space Natural
- OS-R Open Space Recreation
- ROW Street Rights of Way
- Sphere of Influence and Planning Area
- Riverside County Parcel Boundaries
- City Limits



The Village Inset



# 2023



## GENERAL PLAN ANNUAL PROGRESS REPORT

*La Quinta*  
— GEM of the DESERT —



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## List of Abbreviations

<b>Abbreviation</b>	<b>Meaning</b>
<b>ALRB</b>	Architecture and Landscape Review Board
<b>GP</b>	General Plan
<b>SOI</b>	Sphere of Influence
<b>PUD</b>	Planned Unit Development
<b>SP</b>	Specific Plan
<b>CVWD</b>	Coachella Valley Water District
<b>IID</b>	Imperial Irrigation District
<b>CVMSHCP</b>	Coachella Valley Multi Species Habitat Conservation Plan
<b>CIP</b>	Capital Improvement Plan
<b>STVR</b>	Short Term Vacation Rental
<b>ALUC</b>	Airport Land Use Commission
<b>ATP</b>	Active Transportation Plan
<b>PAT</b>	Process Action Team
<b>PMP</b>	Pavement Management Plan
<b>CVAG</b>	Coachella Valley Association of Governments
<b>LOS</b>	Level of Services
<b>LQMC</b>	La Quinta Municipal Code
<b>TSM</b>	Transportation Systems Management
<b>JPA</b>	Joint Powers Authority
<b>CEQA</b>	California Environmental Quality Act
<b>TMO</b>	Transportation Management Organization
<b>GHG</b>	Greenhouse Gas
<b>BRT</b>	Bus Rapid Transit
<b>NEV</b>	Neighborhood Electric Vehicles
<b>GPS</b>	Global Positioning System
<b>GIS</b>	Geographic Information Systems
<b>EIR</b>	Environmental Impact Report
<b>RHNA</b>	Regional Housing Needs Assessment
<b>AHO</b>	Affordable Housing Overlay
<b>LIHTC</b>	Transition Low Income Housing Tax Credit
<b>HUD</b>	Housing and Urban Development
<b>HCD</b>	California Department of Housing and Community Development
<b>EDA</b>	Riverside County Economic Development Agency
<b>MVK</b>	Martha's Village and Kitchen
<b>CVRM</b>	Coachella Valley Rescue Mission
<b>LIHEAP</b>	Low Income Home Energy Assistance Program
<b>HERO</b>	Home Energy Renovation Opportunity
<b>DRD</b>	Desert Recreation District
<b>SCAQMD</b>	South Coast Air Quality Management District
<b>TAC</b>	Toxic Air Contaminant
<b>LED</b>	Light Emitting Diode
<b>CNG</b>	Compressed Natural Gas
<b>MBTA</b>	Migratory Bird Treaty Act

<b>FY</b>	Fiscal Year
<b>SB</b>	California Senate Bill
<b>AB</b>	California Assembly Bill
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>dbA</b>	A-weighted Sound Level
<b>CNEL</b>	Community Noise Equivalent Level
<b>CM</b>	City Manager
<b>EOP</b>	Emergency Operations Plan
<b>EOC</b>	Emergency Operations Center
<b>FEMA</b>	Federal Emergency Management Agency
<b>CERT</b>	Community Emergency Response Team
<b>DIF</b>	Development Impact Fees
<b>ISO</b>	Insurance Services Office
<b>CaIOES</b>	California Office of Emergency Services
<b>TOT</b>	Transient Occupancy Tax

<b>LAND USE</b>		
<b>Policy/Programs</b>	<b>Description</b>	<b>Status</b>
<b>Goal LU-1</b>	<b>Land use compatibility throughout the City.</b>	
Policy LU-1.1	The Land Use Map shall implement the goals and policies of the Land Use Element and the other Elements of the General Plan.	Complete and Ongoing. The Land Use Map is updated on a periodic basis to be sure the land use patterns in the City reflect the goals and policies of the General Plan.
Program LU-1.1a	Maintain consistency between the Land Use Map and Zoning Map, consistent with the Zoning Designations Consistency Matrix.	Complete and Ongoing. Zone Change and General Plan Amendment Proposals are reviewed for consistency. Updated Overall Zoning Map in 2022.
Program LU-1.1b	The Zoning Ordinance will include design standards in all zoning districts that assure high quality development.	Complete and Ongoing. Design guidelines are in effect for the Highway 111 area. Specific Plans include separate design guidance approved by the Planning Commission and City Council. Citywide single-family residential design guidelines have been adopted.
Policy LU-1.2	All land use decisions shall be consistent with all applicable General Plan policies and programs and shall uphold the rights and needs of property owners as well as those of the general public.	Ongoing. Required by law and findings during project approval.
Policy LU-1.3	The City Council shall review the City's Sphere of Influence every five years	Ongoing. The General Plan was last updated in 2013 and the Sphere of Influence was considered then. The City is currently engaging in a study of the Sphere of Influence area to determine the feasibility of annexation.
Policy LU-1.4	No annexation affecting lands in the southern Sphere of Influence (also known as Vista Santa Rosa) shall occur until a Master Plan for this area has been adopted, unless the annexation is required for municipal purposes.	No annexations in this area have been proposed since adoption of the General Plan Update.
Program LU-1.4a	The Master Plan for Vista Santa Rosa will include an active and aggressive community participation program to ensure that community character is reflected in the Plan.	No master plan has been initiated due to limited interest by development community for annexation.
Program LU-1.4b	The Master Plan for Vista Santa Rosa can be initiated by the City or by property owners or developers who are willing to fund the project.	No master plan has been initiated.
Policy LU-1.5	All annexation applications by land owners shall include fiscal analysis that fully addresses the fiscal impact of the proposed annexation. Subsequently, all annexation applications shall also include a Development Agreement application or mechanism other that demonstrates how the annexation will be revenue neutral or revenue positive for the City.	Ongoing. No annexations have been proposed in the City since adoption of the General Plan Update. This policy will be applied to annexation requests. Applicants will be required to submit fiscal analysis and enter into development agreements when annexing properties. The City is currently engaging in a study of the Sphere of Influence area to determine the feasibility of annexation.
<b>Goal LU-2</b>	<b>High quality design that complements the City.</b>	
Policy LU-2.1	Changes and variations from the Zoning Ordinance in a Specific Plan will be offset by high quality design, amenities and mix of land uses.	Complete and Ongoing, Planned Unit Development (PUD) standards have been codified to further encourage mixed land use development. Encourage applicants to incorporate innovative, high quality design, amenities and mixed land uses in Specific Plans and Amendments.

Policy LU-2.2	Specific Plans shall be required for projects proposing the integration of recreation, tourist commercial and residential uses; and for all projects proposing flexible development standards that differ from the Zoning Ordinance.	Ongoing. Specific Plans are available for new development, As an alternative, the PUD ordinance has been adopted to allow flexible development standards.
Program LU-2.2a	Maintain detailed requirements for the preparation of Specific Plans in the Zoning Ordinance	Complete. The Zoning ordinance has Specific Plan requirements. Case are reviewed to make sure they are in compliance with Specific Plan requirements in the zoning ordinance.
Program LU-2.2b	The Planning Director will determine substantial conformance in approved Specific Plans	Ongoing. Planning staff reviews cases to determine which are substantially conforming. Design and Development Director has final approval.
Program LU-2.2c	The Planning Director has the authority to waive the need for a Specific Plan Amendment under the following circumstances: When changes to the land use allocation are less than 5%; When the off-site circulation pattern and turning movements will not be altered by the proposed change; When the change is considered minor in nature and does not conflict with the purpose and intent of the Specific Plan; or When no new land use is proposed.	Ongoing and case-by-case. Planning staff reviews cases to determine which need Specific Plan Amendments. Design and Development Director has final approval. Cases are reviewed during pre-application reviews to determine if specific plans are necessary.
Policy LU-2.3	The City's outdoor lighting ordinance will be maintained.	Ongoing. Standards are built into the Zoning ordinance to allow for the lighting ordinance to be maintained. Applicants prepare photometric study to prove compliance as required by application submittal requirements.
Policy LU-2.4	Planning for all major community facilities shall carefully consider the potential impacts to adjacent development, particularly residential development.	Ongoing. Review of impacts required under CEQA unless exempt.
Program LU-2.4a	Maintain standards for municipal facilities, utility substations, schools and similar public facilities in the Zoning Ordinance.	Complete. Section 13.24.110 of the Municipal Code discusses requirements for utilities, also Chapter 9.90 of the Municipal Code has standards for development of major community facilities.
Policy LU-2.5	Public and utility projects shall be subject to the same standards as the development community.	Complete. Section 13.24.110 of the Municipal Code discusses requirements for utilities, also Chapter 9.90 of the Municipal Code has standards for development of major community facilities.
Policy LU-2.6	Participate in efforts to preserve and protect sensitive resources throughout the City and its Sphere of Influence, in support of the CVMSHCP.	Complete and Ongoing. Chapter 3.34 of the Municipal Code includes requirements for paying the local development mitigation fee in support of the CVMSHCP. Also addressed through CEQA process; review of locations of Conservation Areas. Add Conservation Areas on Permit Software mapping app.
Program LU-2.6a	Maintain and enforce the Hillside Preservation Ordinance	Ongoing. Section 9.110.070 has development standards for the Hillside conservation Overlay District in order to preserve hillsides. Add Hillside Conservation Overlay on Permit Software mapping app.
Program LU-2.6b	Amend the Land Use Map as necessary to ensure the preservation of sensitive resources through the designation of open space.	Complete. Open space areas are currently designated on the Zoning and General Plan Land Use Maps.
Program LU-2.6c	Encourage the use of native landscaping and "links" golf courses that preserve areas of natural terrain and native vegetation.	Complete and ongoing. Section 8.13 of the Municipal Code includes regulations for water efficient landscaping which promotes the use of native landscaping.
Policy LU-2.47	Continue to include park facilities planning in neighborhood planning efforts	Ongoing. Zoning ordinance includes common area open space requirements.
Program LU-2.7a	Continue to utilize the Quimby Act to charge park fees and allow for park development.	Ongoing. Quimby fees are collected prior to final Map recordation. Updated sheet on website with latest population factor reflected from 2010 Census data.

Program LU-2.7b	Incorporate park planning into annexation studies and annexation community outreach efforts.	No annexations have been proposed in the City since adoption of the General Plan Update.
<b>Goal LU-3</b>	<b>Safe and identifiable neighborhoods that provide a sense of place.</b>	
Policy LU-3.1	Encourage the preservation of neighborhood character and assure a consistent and compatible land use pattern.	Ongoing. All applications are reviewed for compatibility with neighbors. Findings must also include compatibility.
Program LU-3.1a	Periodically review land use designations to assure that changes in the community and marketplace are met.	Ongoing. Currently, the land use designations are appropriate. Village Build Out Plan completed 2016. Continue researching changes in planning and development, such as changes in recreational preferences of residents and the aging population, and allow for changes in land use designations as necessary. Planning works with City Manager's office regarding Highway 111 land uses.
Program LU-3.1b	Apply the City's discretionary powers and site development review process consistently to assure that subdivision and development plans are compatible with existing residential areas.	Complete and Ongoing. The project review process allows for this. Plan check process to assure plans are following the standards.
Policy LU-3.2	Density transfers may occur in Specific Plans when common area amenities and open space are provided.	Complete. Currently, Specific Plans allow for a density transfer process.
Policy LU-3.3	Maintain residential development standards including setbacks, height, pad elevations and other design and performance standards that assure a high quality of development in the Zoning Ordinance.	Complete. Chapters 9.50 and 9.60 of the Municipal Code set forth residential development standards. Plan check process assures plans are following the standards. City-wide residential guidelines approved.
Program LU-3.3a	Provide incentives in the Zoning Ordinance for creative and high quality development; projects that reduce the dependence on automobiles; projects that incorporate trails and paths for pedestrians and bicycles; and projects that incorporate transit and alternative transportation facilities into their designs.	Complete. PUD and Mixed Use standards have been codified to further encourage mixed land use development and to allow for flexible development standards .
<b>Goal LU-4</b>	<b>Maintenance and protection of existing neighborhoods.</b>	
Policy LU-4.1	Encourage compatible development adjacent to existing neighborhoods and infrastructure.	Ongoing. All applications are reviewed for compatibility with neighbors. Findings must also include compatibility.
Program LU-4.1a	Continue to use creative planning techniques, including the merger of small residential lots in the Cove, to encourage development in existing neighborhoods.	Ongoing, Case-by-case basis.
Policy LU-4.2	Capital improvement projects for developed areas in the City should be of first priority, to encourage infill development.	Ongoing. CIP program identifies public projects that are planned for and prioritized by need.
Program LU-4.2a	Require necessary improvement/extension of intervening roadways and infrastructure to serve new development.	Ongoing. Conditions of Approval are the method for instituting this program.
<b>Goal LU-5</b>	<b>A broad range of housing types and choices for all residents of the City.</b>	
Policy LU-5.1	Use development incentives to achieve a mix of housing, including affordable housing.	Ongoing and case-by-case. Density bonuses, Mixed Use, PUD and SP regulations allow for a mix of housing.
Program LU-5.1a	Monitor the progress made to achieve Housing Element mandated goals for the provision of housing and consider amendments to the General Plan when necessary to help achieve those goals.	Ongoing. Yearly report is prepared evaluating housing in the City. Provide Annual reports to Planning Commission and City Council on progress towards Housing Element goals.

Policy LU-5.2	Consider changes in market demand in residential product type to meet the needs of current and future residents.	Ongoing. Trends in the market are being followed, such as less younger people are buying homes and are more interested in mixed use type development. Recent residential development modifications for Signature at PGA West, Rancho Santana, Stone Creek, Carmela, and numerous others have been considered and approved based on changing consumer demands.
Program LU-5.2a	Periodically review and update, as needed, the standards of the Zoning Ordinance to allow for changes in residential product types without the need for a Specific Plan.	Complete. PUD regulations have been added to the zoning ordinance to promote changes in housing types without going through the Specific Plan process
Program LU-5.2b	Include detailed residential development standards in the Mixed Use Overlay zoning district.	Complete. Section 9.140.090 of the Municipal Code includes regulations for Mixed Use residential development.
<b>Goal LU-6</b>	<b>A balanced and varied economic base which provides a broad range of goods and services to the City's residents and the region.</b>	
Policy LU-6.1	Commercial land use designations shall allow a full range of retail, office, resort and institutional businesses in the City.	Complete. The commercial zones in the City allow for a full range of retail, office, resort and institutional businesses in the City.
Program LU-6.1a	As part of the update of the Economic Development Plan, review the Land Use Map regularly to assure that sufficient lands are designated for commercial uses which support the needs of the community and surrounding areas.	Ongoing.
Program LU-6.1b	Encourage the integration of a wide range of support services at employment centers, including child care, occupational health, fitness facilities and convenience retail shops.	Complete. Mixed use regulations have been added to the zoning ordinance to promote support services.
Program LU-6.1c	Maintain economic and demographic statistical data and make this data available to the development community and other interested parties.	Complete and ongoing. City website has demographic data on it which is available for anyone to view and is updated on a regular basis as information is available.
Policy LU-6.2	Maintain commercial development standards in the Zoning Ordinance including set backs, height, pad elevations and other design and performance standards that assure a high quality of development.	Complete. Chapters 9.90 and 9.100 include development regulations for commercial development.
Policy LU-6.3	Support and encourage the expansion of the resort industry as a key component of the City's economic base.	Ongoing. New hotels are proposed for the Silverrock site and Short term vacation rental (STVR) program has been instituted, which collects TOT. A new hotel was constructed on Highway 111.
Program LU-6.3a	Provide standards for a broad range of tourist commercial land uses in the Zoning Ordinance.	Complete. A variety of uses is provided for in Chapter 9.80 of the Municipal Code for tourist commercial development.
Policy LU-6.4	Support the development of a broad range of non-polluting, carefully planned industrial uses.	Complete. The Commercial Park district of the City allows for light industrial uses.
Program LU-6.4a	Include provisions for industrial development including development standards, permitted and conditionally permitted land uses in the Zoning Ordinance.	Based on demand for industrial development which has been low. Develop new standards for Industrial zoning district upon consideration of a masterplan for the Vista Santa Rosa area.
Policy LU-6.5	Industrial lands shall be located along major transportation corridors, and in areas that maximize all available infrastructure.	Complete. Land Use map is consistent with this.
Policy LU-6.6	Encourage the development of vocation and technical programs in the educational system to help the industrial sector find qualified local employees.	No activity, limited demand in the City for industrial uses.

Policy LU-6.7	Consider the airport Master Plan in all development proposals adjacent to the Jacqueline Cochran Airport.	Ongoing. Required by law.
Program LU-6.7a	Standards for development adjacent to airports shall be developed which maximize the need for public safety.	No activity. The Airport Land Use Commission has development regulations in place to accommodate public safety. This will be necessary for future projects in the Sphere of Influence adjacent to the Jacqueline Cochran Airport.
Program LU-6.7b	Projects located within the influence area of the Airport's Land Use Plan will include review and analysis of their conformance with the Land Use Plan in their application submittal.	Ongoing. Projects sent to the ALUC if within a protection zone within the airport land use plan.
<b>Goal LU-7</b>	<b>Innovative land uses in the Village and on Highway 111.</b>	
Policy LU-7.1	Encourage the use of mixed use development in appropriate locations.	Ongoing and case-by-case.
Program LU-7.1a	Establish a Mixed Use Overlay for all the commercial zoning designations.	Complete. Mixed Use Overlay adopted in 2016.
Policy LU-7.2	Mixed Use developments within 300 feet of Highway 111 must include retail commercial development for at least 75% of the ground floor leasable area.	Complete. Included in 2016 zoning update.
Policy LU-7.3	Encourage the use of vacant pads in existing commercial development on Highway 111 for residential use.	Ongoing and case-by-case basis. Highway 111 Corridor Plan contains implementation strategies to encourage this.
Program LU-7.3a	Amend the Zoning Ordinance to include standards for high density residential development within commercial zones.	Complete. Added in 2016.
Policy LU-7.4	Develop incentives for Mixed Use projects.	Complete. Added with Mixed Use Overlay in 2016.
Program LU-7.4a	Consider density bonuses, modified parking requirements, expedited entitlement and building permit processing and fee waivers for Mixed Use projects.	Complete. Added with Mixed Use Overlay in 2016.
Policy LU-7.5	Develop a Master Non-Motorized Transportation Plan for the Village.	Complete and Ongoing. Complete Street improvements are constructed which include installing roundabouts, sidewalks, mid-block crossings and drainage improvements.
Policy LU-7.6	Review and amend, as necessary, the Village Design Guidelines to allow maximum flexibility for Mixed Use projects.	Complete. Village Design Guidelines were rescinded to allow more flexibility in design in the Village. Mixed Use Overlay standards apply to the Village Commercial District.
Policy LU-7.7	Continue to allow off-site parking through the payment of in lieu fees in the Village, as well as other creative parking alternatives.	Complete. Parking studies in the Village are conducted on a semi-annual basis to determine parking needs. Flexible standards added to zoning ordinance in 2016.
Program LU-7.7a	Plan for and fund a City parking structure in the Capital Improvement Program.	Complete. Included in Capital Improvement Program (CIP).
Policy LU-7.8	Encourage the expansion of transit service to meet commuter needs.	Staff works with Sunline during project review process.
Program LU-7.8a	Expand transit opportunities on Highway 111 and to the Village to allow a broad range of services (including special event shuttle services).	Coordinate with Sunline during Highway 111 and Village PAT discussions.



## CIRCULATION

Policy/Program	Description	Status
<b>Goal CIR-1</b>	<b>A transportation and circulation network that efficiently, safely and economically moves people, vehicles, and goods using facilities that meet current demands and projected needs of the City.</b>	
Policy CIR-1.1	Maintain and regularly update a complete General Plan masterplan of roads, which includes provisions for as many modes of travel as possible.	Complete and Ongoing. Currently in General Plan
Program CIR-1.1.a	Annual Monitoring of the roadway network, maintain a CIP	Ongoing. New 5yr CIP approved in 2022.
Program CIR-1.1.b	Establish and maintain a roadway pavement program (PMP) with timelines and schedules for maintenance of existing roads and establish funding levels each fiscal year.	Ongoing. Finalized 2021 PMP Update
Program CIR-1.1.c	The General Plan Traffic Impact Analysis and associated modeling shall be updated every two years or as determined appropriate by the City Engineer.	No Activity. Update of traffic model has not occurred since 2012. Not needed at this time.
Policy CIR-1.2	General plan street classifications- Highway 111, Major Arterial, Primary Arterial, Secondary Arterial, Modified Secondary, Collector	Complete. Currently in General Plan
Policy CIR-1.3	PW standard plans setting forth roadway standards and specs shall be updated and maintained for ROW, lane dimensions and multi-use path design	Complete and Ongoing. Engineering Bulletins and Standards. VMT criteria adopted June 2020 was added
Policy CIR-1.4	PW director authorized to make consistency findings to permit modifications that do not compromise operational capacity of subject roadway or intersections	Ongoing and Case-by-Case
Policy CIR-1.5	Where the construction of multi-use paths is called for but is determined to be infeasible sidewalks shall be constructed along at least one side of these roadways.	Ongoing. Implemented on a case by case basis and based on roadway improvements and available right of way
Policy CIR-1.6	Maintain LOS-D, unless infeasible and/or conflict with other goals.	Ongoing. City enforces this standard for development
Policy CIR-1.7	Allow flexible LOS standards in recognition of constraints on roadway expansion and as a means of creating streets that balance all modes of travel.	Case-by-Case. At times this is permitted.
Policy CIR-1.8	LOS E and F conditions may be determined acceptable during peak travel periods and a level of service exemption or GP consistency determination may be approved if other feasible roadway improvements can be constructed and/or management programs implemented that mitigate for the loss and achieve acceptable LOS. Exemptions shall not affect the implementation of previously approved roadway and intersection improvements.	Case-by-Case. At times this is permitted.
Policy CIR-1.9	Coordinate and cooperate with Caltrans, CVAG, Riverside County and adjoining cities to assure adequate transportation infrastructure, systems management coordination, preservation of capacity and maximized efficiency along Washington Street, Jefferson Street, Highway 111, Fred Waring Drive, Harrison Street and other major roadways.	Ongoing. La Quinta is part of the CV Sync program, which will coordinate traffic signals along major corridors throughout the Coachella Valley.

Program 1.9.a	Maintain a liaison with adjoining cities, Caltrans, CVAG Riverside County planning and engineering staff to study and implement effective means of preserving and improving capacity along Washington Street, Jefferson Street, Highway 111, Harrison Street and other major roadways serving inter-city traffic. Strategies shall include but are not limited to synchronized signalization, consolidation of access drives and restriction of access, construction of additional travel and turning lanes, raised median islands, and other improvements to critical intersections.	Ongoing. Consultant traffic engineer cooperates with adjoining agencies, signal timing and other concerns. Street improvement projects between jurisdictions occur periodically. City participates in the CVSync project with CVAG.
Policy CIR-1.10	Establish and maintain minimum standards of roadway geometries, points of access and other improvements that facilitate movement of traffic onto and off of the roadway network.	Complete and ongoing. City implements these standards.
Program CIR-1.10.a	Review new and redeveloping projects along all major roadways with the intent of limiting access and aligning and/or consolidating access drives in a manner which minimizes conflicting turning movements and maximizes the use of existing and planned signalized intersections.	Ongoing. Currently achieved with development review.
Program CIR-1.10.b	On Major Arterials the minimum intersection spacing shall be 2,600 feet in residential areas, and may be 1,060 feet for commercial frontage. Intersection spacing may be reduced to 500 feet at the Whitewater Channel and La Quinta Evacuation Channel. The design speed shall be 55 miles per hour (mph). Left turn median cuts may be authorized if the proposed turn pocket does not interfere with other existing or planned left turn pockets. Right in/right out access driveways shall exceed the following minimum separation distances (in all cases, distances shall be measured between the curb returns: More than 250 feet on the approach left to a full turn; more than 150 feet on the exit leg from a full turn intersection; more than 275 feet between driveways. All access configurations shall be subject to City Engineer review and approval.	Ongoing. Currently achieved with development review.
Program CIR-1.10.c	On Primary Arterials the minimum intersection spacing shall be 1,060 feet. The design speed shall be 45 mph. Left turn median cuts may be authorized if the proposed turn pocket does not interfere with other existing or planned left turn pockets. Right in/right out access driveways shall exceed the following minimum separation distances (in all cases, distances shall be measured between curb returns): More than 250 feet on the approach leg to a full turn intersection; More than 150 feet on the exit leg from a full turn intersection; More than 275 feet between driveways. All access configuration shall require City Engineer review and approval.	Ongoing. Implemented with development projects during development review.
Program CIR-1.10.d	On Calle Tampico, between Eisenhower Drive and Washington, and on Eisenhower Drive, between Calle Tampico and Avenida Bermudas, full turn intersections may be permitted at a minimum distance of 500 feet, if the intersection complies with an approved Corridor Signal Plan.	Ongoing. Implemented with development projects during development review.
Program CIR-1.10.e	On Secondary Arterials, the minimum intersection spacing shall be 600 feet. The design speed shall be 40 mph. Full access to adjoining property shall be avoided and shall exceed the following minimum separation distances (in all cases, distances shall be measured between curb returns): More than 250 feet on the approach leg to a full turn intersection; More than 150 feet on the exit leg from a full turn intersection; more than 250 feet between driveways.	Ongoing. Implemented with development projects during development review.
Program CIR-1.10.f	On Collectors, the minimum intersection spacing shall be 300 feet. The design speed shall be 30 mph. Access driveways shall exceed there following minimum separation distances (in all cases, distances shall be measured between the curb returns): -More than 250 feet on the approach leg to a full turn intersection; -more than 150 feet on the exit leg from a full turn intersection; -more than 250 feet between driveways.	Ongoing. Implemented with development projects during development review.
Program CIR-1.10g	On Local streets, the minimum intersection spacing shall be 250 feet. The design speed shall be 25 mph. All access configurations shall be subject to City Engineer review and approval.	Ongoing. Implemented with development projects during development review.
Program CIR-1.10h	Within subdivisions, private streets may be designed to provide a reduced minimum paved width of 28 feet with no on-street or restricted on-street parking, subject to City Engineer and Fire Department approval, and in consideration of other improvements that encourage pedestrian and bicycle use.	Ongoing. Implemented with development projects during development review. Revised to 32 ft per new Fire Department regulations.

Program CIR-1.10.i	Standards for all City streets, intersections and other appurtenances shall be maintained in the City Municipal Code.	Complete. Maintained in the LQMC
Program CIR-1.10.j	The City Engineer shall establish and maintain a traffic-calming program that details acceptable traffic calming devices or concepts in residential neighborhoods. The City may review and finalize the 2008 "Neighborhood Traffic Management Program" for this purpose.	No official program in place, however, individual projects may implement traffic-calming strategies.
Program CIR-1.10.k	Confer and coordinate with CVAG in efforts to secure state and federal funding sources for preservation and expansion of capacity on State Highway 111 and other important City arterials.	Ongoing. Done as part of Capital Improvement Program (CIP) City has been identified to receive \$4 million in earmark funding for Highway 111 contingent on passage of the Federal Budget.
Program CIR-1.10.l	New streets, which are extensions of existing streets, shall carry the same name for their entire length.	Ongoing. As needed for development projects
Policy CIR-1.11	Apply Transportation Systems Management (TSM) strategies to intersections and roadway segments as a cost-effective means of optimizing the City's transportation infrastructure.	Ongoing. Done as part of Capital Improvement Program (CIP)
Program CIR-1.11.a	Prepare a preliminary TSM assessment of candidate intersections and roadways, and prioritize projects for application of TSM solutions.	Ongoing. Done as part of Capital Improvement Program (CIP)
Program CIR-1.11.b	As part of the five-year Capital Improvement Program, incorporate TSM projects into other roadway improvements and enhancement projects.	Ongoing. Done as part of Capital Improvement Program (CIP)
Program CIR-1.11.c	Prepare project-specific TSM strategies that take advantage of simply and low-cost solutions first, and optimize the hierarchy of TSM solutions.	Ongoing. Incorporated into City's practice
Policy CIR-1.12	As a means of reducing vehicular traffic on major roadways and to reduce vehicle miles traveled by traffic originating in the City, the City shall pursue development of a land use pattern that maximizes interactions between adjacent or nearby land uses.	Ongoing. Encouraged during development review process.
Program CIR-1.12.a	Locate land uses that provide jobs and housing near each other to allow the use of alternative modes of travel and produce shorter work commutes.	Complete. General Plan identifies land use. Mixed Use overlay in place to encourage this. As of June 2020, city has a VMT policy-Traffic Engineering Bulletin updated to include the VMT policy.
Program CIR-1.12.b	Encourage, and where appropriate require, mixed-use and contiguous commercial development to provide optimum internal connections between uses.	Case-by-Case
Program CIR-1.12.c	New development shall provide pedestrian and bicycle connections to adjacent streets, and assure that infrastructure and amenities accommodate pedestrian and bicycle use.	Ongoing and reviewed as part of development project review.
Program CIR-1.12.d	Update and facilitate use of the City's home occupation ordinance as a means of reducing the need for travel.	Home Occupation ordinance in effect and currently being used.
Program CIR-1.12.e	Encourage major employers to evaluate telecommuting opportunities, either home-based or at local centers as well as part-time options for employees.	No activity.
Policy CIR-1.13	Coordinate with the Coachella Valley Water District and its consultants regarding its flood control facilities to assure the accommodation of all-weather crossings along critical roadways.	Ongoing. Plans for such facilities incorporated within CIP
Program CIR-1.13.a	Cooperate in the planning and development of all-weather crossings as part of the community's Master Drainage Plan implementation.	Ongoing. Incorporated within CIP. Dune Palms Bridge project under construction. Avenue 50 Bridge project is starting the design phase.
Policy CIR-1.14	Private streets shall be developed in accordance with development of all-weather crossings as part of the community's Master Drainage Plan implementation.	Ongoing on Case-by-case basis.
Program CIR-1.14.a	Private street shall be developed in accordance with development standards set forth in the Municipal Code, relevant Public Works Bulletins and other applicable standards and guidelines.	Ongoing. Enforced during development review process.

Policy CIR-1.15	Truck routes shall avoid or minimize potential impacts to residential neighborhoods shall be designated and limited to those shown on Exhibit II-5.	Ongoing. Truck Route Map enforced, permits need for oversized loads.
Policy CIR-1.16	Continue to implement the Image Corridor treatments throughout the City (See Exhibit II-4) and identify new image corridors for streets brought into the City through annexation.	Ongoing and case-by-case. Implemented on a project by project basis
Program CIR-1.16.a	Standards for all Image Corridor shall be maintained in the City Municipal Code.	Ongoing. Projects reviewed for General Plan Consistency by Staff, Planning Commission and Council.
Program CIR-1.16.b	Where applicable, Image Corridor standards shall be superseded by the Village Design Standards in that land designation.	Village Design Guidelines rescinded. Image Corridor standards apply.
Program CIR-1.16.c.	Secure easements adjacent to public road right-of-way along Image Corridors to enhance view protection and corridor accessibility.	Not actively securing easements but setbacks are enforced.
Policy CIR-1.17	In order to preserve the aesthetic values on the City's streets, optimum landscape setbacks shall be maintained along all designated General Plan Image Corridors and shall be identified in the City's Municipal Code.	Complete. Currently in LQMC and enforced
Policy CIR-1.18	Calle Cadiz, Calle Barcelona and Calle Amigo, in the Village area, shall be allowed to remain at a maximum 50-foot right-of-way.	Complete
Policy CIR-1.19	The City Engineer shall review individual development proposals located at critical intersections, and shall have the authority to request additional right-of-way if necessary.	Case-by-case
Policy CIR-1.20	Building height limits along City Image Corridors shall be identified in the City's Municipal Code.	Complete
Policy CIR-1.21	Facilitate the design, installation and maintenance of a community locational/directional sign program to efficiently direct traffic to high use areas, including the civic center, parks, SilverRock golf course, Jacqueline Cochran Regional Airport, and other facilities and major attractions and destinations in and around the City.	Complete. Wayfinding signs installed. Further considerations are being evaluated by the City Manager's office.
Policy CIR-1.22	Coordinate and cooperate with the Riverside County Airport Commission (for the Jacqueline Cochran Airport) and the Palm Springs Regional Airport Authority to assure these airports continue to meet the City's existing and future transportation, commercial and emergency response needs.	Complete and Ongoing. Representation by Council and resident representative on airport committees
Program 1.22.a	Consult and coordinate with the County in updating the Jacqueline Cochran Regional airport Master Plan and encourage the expansion of facilities to accommodate commercial aircraft serving the eastern portions of the Valley.	Ongoing. Councilmember sits on the Jacqueline Cochran regional airport authority-JPA.
<b>Goal CIR-2</b>	<b>A circulation system that promotes and enhances transit, alternative vehicle, bicycle and pedestrian networks.</b>	
Policy CIR-2.1	Encourage and cooperate with Sunline Transit Agency on the expansion of routes, facilities, services and ridership especially in congested areas and those with high levels of employment and commercial services, and encourage the use of most energy efficient and least polluting transportation technologies.	Ongoing. Council person on Sunline Board; Done with development projects.
Program CIR-2.1.a	Consult and coordinate with Sunline Transit Agency on immediate and long-term transit issues, and assure pro active representation on the Agency Board and its decision making process.	Ongoing. Council person on Sunline Board; accomplished during development review of development projects.
Program CIR-2.1.b	Initiate consultation and as necessary meet with Sunline staff to identify areas where additional routes and increased levels and types of transit service are warranted by existing and future development.	Ongoing. Coordinated through the development review process.

Program CIR-2.1.c	When reviewing development proposals, consult and coordinate with SunLine and solicit comments and suggestions on how bus stops and other public transit facilities and design concepts, including enhanced handicapped access should be integrated into project designs.	Ongoing. Coordinated through the development review process.
Program CIR-2.1.d	When reviewing large-scale development proposals, consult and coordinate with Sunline to encourage the development of rideshare and other alternative, high occupancy transit programs for employers with sufficient numbers of employees.	Ongoing. Coordinated through the development review process.
Program CIR-2.1.e	Encourage and proactively support the efforts of SunLine in organizing a Transportation Management Organization (TMO) among employers to provide an on-going information network, develop a rideshare plan, and determine opportunities for transit/shuttle operations.	Ongoing. Information network coordinated by City of La Quinta Human Resources with Sunline for city employees.
Program CIR-2.1.f	Encourage SunLine to continue its efforts to utilize the most energy efficient and least polluting transportation technologies, including fuel cells, hybrid and other advanced technologies.	Ongoing. Councilperson on Sunline Board has authority to advocate for this program.
Policy CIR-2.2	Encourage reduction of greenhouse gas (GHG) emission by reducing vehicle miles traveled and vehicle hours of delay by increasing or encouraging the use of alternative modes and transportation technologies, and implement and manage a hierarchy of Complete Street multimodal transportation infrastructure and programs to deliver improved mobility and reduce GHG emissions.	Complete and ongoing. City has created complete streets and trails, bikability plans. City expanding guidelines/criteria of master plan for golf carts on city streets. VMT policy adopted June 2020.
Program CIR-2.2.a	Create an interconnected transportation system that allows a shift in travel from private passenger vehicles to alternative modes, including public transit, golf carts/NEVs, ride-sharing, bicycling, bicycle-sharing, and walking. To the extent practicable apply the following: a. Ensure transportation centers that are multimodal, facilitate changes in travel modes, and are conveniently located. Convenient locations may be in the vicinities of: 1. Washington/Fred Waring/Via Sevilla 2. Miles/Adams 3 Adams/111/47th 4. 47th/Caleo Bay 5. Washington/ Calle Tampico 6. Eisenhower/Avenida Montezuma b. Support SunLine bus routes and service, to include Bus Rapid Transit (BRT) along Highway 111 and along Harrison Avenue. c. Expand golf cart/NEV routes, and bicycle routes to connect residential and activity centers with transportation centers. d. Support and encourage community car-sharing to provide "station cars" and/or golf carts/NEVs for short trips to/from transit centers. e. Include parking spaces for car-share vehicles at convenient locations accessible to public transit. f. Ensure transit stops are safe and sheltered, with adequate seating, lighting, trash receptacles, cleaning and maintenance. g. Implement transit-preferential measures such as transit signal priority and bypass lanes. h. Support "Smart bus" technology, using GPS and electronic displays at transit stops to provide customers with "real-time" arrival and departure time information. i. Implement bicycle-preferential measures such as deployment of video detection at traffic signals, and development of bicycle stations at transportation centers. k. Adopt bicycle parking standards that accommodate at least 5% of project parking demand at all public and commercial facilities. l. Conduct bicycle and pedestrian safety educational program to teach drivers, riders, and walkers the laws, riding protocols, routes, safety tips, and "healthy community" benefits.	Ongoing. Working with CVAG and other agencies to implement. Adding bike lane markings during slurry seal projects. City expanding golf cart/NEV routes and bicycle routes to connect residential and activity centers with road and restriping projects. Participating in regional multi-modal path construction projects.
Program CIR-22.b	Modify the Zoning Ordinance to encourage integrated, shared and reciprocal parking design and management as a means of better matching parking availability with varying parking demand distributed during the day.	Complete. Zoning Ordinance allows shared parking but does not include guidance for reciprocal parking design. Reviewed on a case-by-case basis with design review.
Program CIR-2.2.c	The City's Zoning Ordinance shall be amended to specifically address vehicular and pedestrian interconnection between adjacent commercial properties in order to facilitate access between adjacent or nearby businesses and increase efficiency and safety. Zoning Ordinance amendments shall also address opportunities to provide direct pedestrian access between commercial and adjacent residential development.	Zoning ordinance only provided provisions for connectivity in mixed use overlay projects. However, staff reviews on a case-by-case basis and encourages connectivity where possible.
Program CIR-2.2.d	Promote ridesharing programs that shift demand to the greatest available source of unused travel capacity - empty seats in private vehicles. Require the designation of parking spaces for ride-sharing vehicles at employment and activity centers in conditions of approval.	Ongoing. The Human Resources Division coordinates potential ridesharing opportunities for city employees with SunLine.

Program CIR-2.2.e	Adopt a comprehensive parking policy that encourages the use of alternative transportation, including requiring new commercial and retail developments to provide preferred parking for electric vehicles and vehicles using alternative fuels.	Building code requires spaces to be marked for Clean Air Vehicles and to be built for electric vehicle charging capacity. City will continue to follow guidance of California Building Code (CBC) in requirements for alternative parking
Program CIR-22.f	Modify the Zoning Ordinance to incorporate parking space maximums.	Complete. Implemented with 2017 Zoning Text Amendments.
Program CIR-22.g	Modify the Zoning Ordinance to recognize and provide a parking credit program for developments that provide spaces and facilities for golf carts, NEVs and bicycles.	Complete and ongoing. Parking credit program in mixed use overlay develop a credit program for other developments and include in Municipal Code.
Program CIR-2.2.h	During consideration of the Zoning Ordinance updates, explore opportunities for Transit Oriented Development Overlay Zones within one-quarter mile radii of intersections where existing or future bus lines intersect, including at Highway 111/Adams and Highway 111/Harrison Street.	Complete. Mixed Use Overlay adoption in 2016.
Policy CIR-2.3	Develop and encourage the use of continuous and convenient pedestrian and bicycle routes and multi-use paths to places of employment, recreation, shopping, schools, and other high activity areas with potential for increased pedestrian, bicycle, golf cart/NEV modes of travel	Case-by-case. City coordinates with CVAG for development of the CVLINK and Avenue 48 and Music Line
Program CIR-2.3.a	Maintain and periodically update the Circulation element master plan of bikeways, golf cart routes and multi-use paths, and develop or require the development of secure bicycle and golf cart/NEV storage facilities, and other supporting facilities which increase bicycle and golf cart/NEV use.	Ongoing. City recently updated golf cart/NEV map and corresponding municipal code section.
Program CIR-2.3.b	The construction of bikeways shall conform to the Caltrans manual "Planning and Design Criteria for Bikeways in California." Bikeways shall be a minimum of 6 feet in width. Alternative designs required by constraints may be acceptable, as approved by the Public Works Director.	Ongoing. Staff ensures conformance based on new and planned bikeways. Design and construction of bikeways conform to acceptable state and federal standards
Program CIR-2.3.c	Sidewalks shall be provided on both sides of all arterial, secondary and collector streets, except where there is a multi-use path on one side.	Complete. This is the current standard enforced.
Program CIR-2.3.d	Golf carts shall be permitted on designated routes, as depicted in Exhibit II-7 and Exhibit II-8, and on all public local streets. Specific street crossings for golf carts from the cove onto collector and arterials shall be designated by the City Engineer.	Complete. Signs identify golf cart access on arterial streets with 8 ft bike lanes
Policy CIR-2.4	The City shall set an example for the community in the implementation of ridesharing programs and those that encourage the use of alternative modes of travel by City employees.	Ongoing. The Human Resources Division coordinates potential ridesharing opportunities for city employees with SunLine.
Program CIR-2.4.a	To the extent practical, prepare and implement a ridesharing plan for City employees to serve as an example for area employers. This plan should include meaningful incentives for employees to walk, bike, or rideshare to complete their work commutes.	Ongoing. The Human Resources Division coordinates potential ridesharing opportunities for city employees with SunLine. No incentives available.

## LIVEABLE COMMUNITY

Policy/Program	Description	Status
<b>Goal SC-1</b>	<b>A community that provides the best possible quality of life for all its residents.</b>	
Policy SC-1.1	Continue to work with the CVWD on water conservation measures.	Ongoing. Regular contact with CVWD applications and landscape plans routed to CVWD for plan check
Program SC-1.1a	Review the Landscape Ordinance every two years, and update as necessary to maintain consistency with State and CVWD standards.	Complete. Currently the landscape ordinance is in compliance with CVWD and State standards. It is also reported to the state annually.
Program SC-1.1b	Develop joint incentive programs with CVWD for water conservation programs, including landscaping retrofits for individual homes and master planned projects, irrigation improvements and indoor plumbing fixtures. Consider allocating City funds to these incentive programs on a matching basis with CVWD.	No activity.
Policy SC-1.2	Reduce water consumption at a minimum consistent with the Greenhouse Gas Reduction Plan (also see Air Quality Element).	No activity. Review GHG plan to assure water consumption reduction is consistent.
Program SC-1.2a	Implement quantifiable water conservation measures at all City facilities.	Ongoing. City hall currently implements low flow fixtures in all areas that use water.
Program SC-1.2b	Consider financial incentives for new development and existing homes and projects as funds allow.	Complete and ongoing. Incentives are included in the Mixed Use Zoning Overlay
Program SC-1.2c	Aggressively pursue grants and other outside funding sources for City-funded and private sector water conservation improvements.	No activity.
Policy SC-1.3	Encourage the use of more environmentally friendly storm water management techniques such as bioswales, permeable surfaces and other methods as they are developed, in all new development.	Ongoing. Currently the design and development department reviews this in design review or pre application reviews
Program SC-1.3a	The Public Works Department shall prepare and distribute materials on environmentally friendly storm water management techniques for new development.	Ongoing.
Policy SC-1.4	Reduce Greenhouse Gas emissions at a minimum consistent with the Greenhouse Gas Reduction Plan (also see Air Quality element).	No activity. Encourage applicants to incorporate energy saving measures, solar panels into developments. Title 24 requires these measures as well.
Program SC-1.4a	Require all new development proposals to demonstrate consistency with the Greenhouse Gas Reduction Plan.	No activity.
Program SC-1.4b	Revise the Transportation Demand Ordinance to current standards, and implement it with all new qualifying projects.	Complete. Included in Zoning Code update 2017
Program SC-1.4c	Develop programs to encourage and incentivize the installation of energy efficient appliances and fixtures, green roofs, white roofs and solar panels on residential, commercial, institutional and resort buildings.	No activity. Since IID is the electricity provider, they have incentives for energy efficiency for buildings
Policy SC-1.5	All new development shall include resource efficient development principles.	Ongoing. Design and Development encourages energy efficiency in design with applications and is required by Title 24.

Program SC-1.5a	All new development shall be constructed to meet or exceed Cal Green Building Codes.	Ongoing. The Building Division staff plan checks for developments to meet Title 24 codes. 2022 Cal Green Code adopted.
Program SC-1.5b	Amend the Zoning Ordinance to provide incentives and development standard concessions for mixed use or energy efficient design.	Complete. PUD ordinance and Mixed Use Overlay was passed to allow for more mixed use projects.
Program SC-1.5c	New development projects shall include vehicular, pedestrian and bicycle connections to the greatest extent possible, both through the project and connecting adjacent projects.	Ongoing. Encouraged during initial submittals and checked via plan check on a project by project basis
Program SC-1.5d	New commercial and mixed use projects shall incorporate useable public spaces, and interconnect those public spaces consistent with resource efficient design principles.	Ongoing. Encouraged during initial submittals and checked via plan check on a project by project basis
Policy SC-1.6	Expand the City's alternative transportation network.	Ongoing. Planning and Engineering Services consistently working towards expanding alternative transportation network. Currently golf cart and bike routes are marked with special markings to alert residents of interconnecting routes. Prepare for autonomous vehicles and Citywide Active Transportation Plan.
Program SC-1.6a	Assess the current gaps in the City's multi-use path and sidewalk system, and program improvements to connect those gaps into the Capital Improvement Program.	Ongoing. City Council includes \$25,000 in yearly budget for sidewalks including gaps
Program SC-1.6b	Encourage existing walled communities to include pedestrian gates and paths to adjacent development to improve connectivity.	No activity.
Program SC-1.6c	Expand the Golf Cart Routes to interconnect throughout the City to the greatest extent possible.	Completed. Staff updated the City's Golf Cart Map in late 2020.
Program SC-1.6d	Work with SunLine Transit Agency to expand service into La Quinta neighborhoods ahead of demand.	Ongoing. Interagency review required during development review process with Sunline to determine where service is needed
Policy SC-1.7	Encourage the retrofitting of existing buildings and projects with resource efficient design principles to the greatest extent possible.	Ongoing and case-by-case
Program 1.7a	Amend the Zoning Ordinance to provide incentives for the redevelopment of existing projects to include residential development, pedestrian and other design features.	Complete. Planned Unit Development (PUD) ordinance and Mixed Use Overlay was passed to allow for more mixed use projects.
Program 1.7b	Develop an enhanced program for the processing of entitlements for redevelopment projects which incorporates substantial resource efficient components, or propose conversion to mixed use.	No activity. Identify potential code amendments that would allow faster development review process.
Program 1.74c	Develop a financial incentive program for creative redevelopment of commercial projects into mixed use projects, particularly those that provide added economic development to the City.	Complete and Ongoing. PUD ordinance and Mixed Use Overlay was passed to allow for more mixed use projects. Limitations to financial incentives due to loss of redevelopment.
Policy SC-1.8	Expand the City's participation in Healthy City programs.	Ongoing. Wellness center has programs available for residents. Also work with FIND Food Bank to provide food through Mobile Markets at park/school sites and to senior and low-income apartments.
Program SC 1.8a	Implement Healthy City principles throughout the community, to the greatest extent feasible.	Ongoing. Maintenance and expansion of bicycle infrastructure. Village Active Transportation improvements currently constructed. City provides guides for trails and City park facilities. City provides reduces rebates for Fritz Burns pool and SilverRock golf course to residents.



Program SC 1.8b	Coordinate park and trail improvement plans to assure connectivity between parks and the neighborhoods they serve.	Ongoing. Public Works Department reviews park and trail plans on a regular basis.
Program SC-1.8c	Encourage farmers' markets outside the Village, accessible to all parts of the City.	No activity. Community Services Department will work with new certified farmer's market on other opportunities for locations outside the Village area.
Program SC-1.8.d	Plan and implement a community garden project at the Civic Center. Monitor its success, and implement at other City parks if successful.	Ongoing. Wellness Center has raised garden beds available and is working with the library and other local organizations to find volunteer group to start and maintain a community garden program.
Program SC-1.8e	Work with Desert Sands and Coachella Valley school districts to improve food selection in lunch programs, exercise programs, and Safe Routes to School programs.	No activity. Community Services Department will continue to work with local school districts to find outreach programs/resources with other local agencies.

<b>ECONOMIC DEVELOPMENT</b>		
<b>Policy/Programs</b>	<b>Description</b>	<b>Status</b>
<b>Goal ED-1</b>	<b>A balanced and varied economic base which provides fiscal stability to the City, and a broad range of goods and services to its residents and the region</b>	
Policy ED-1.1	The Land Use Element shall maintain a balance of land use designations to address economic needs, meet market demand, and assure a wide range of development opportunities.	Complete and Ongoing. General Plan Map adopted with General Plan Update in 2013. City considers proposed changes to General Plan land use map with development projects on a case-by-case basis.
Program ED-1.1.a	Use the City's GIS capabilities to annually monitor the remaining capacity of vacant and under-utilized lands to assure that sufficient inventory exists to address market needs.	Ongoing. Planning maintains GIS database and coordinates with the City Manager's office on mapping needs.
Program ED-1.1.b	Development proposal review for commercial development shall include consideration of the proposal's compatibility with surrounding existing uses, its efficient and revenue-generating use of the land, and its compatibility with the City's Economic Development Plan	Ongoing. Staff, Planning Commission, and Council review development proposals and are required to make findings regarding compatibility with surrounding uses. The City Manager's office analyzes new commercial development proposals. Updating Economic Plan with Strategic Plan.
Policy ED-1.2	Support and assist in the retention of existing businesses, and the recruitment of new businesses.	Ongoing. City Manager's office conducts regular business outreach and marketing assistance. There are limited resources to assist existing and new businesses due to elimination of redevelopment.
Program ED-1.2.a	Continue to annually update and implement the City's Economic Development Plan	Ongoing. In Process of new Strategic Plan incorporating Economic Development Plan.
Program ED-1.2.b	Participate, where feasible and justifiable, in public/private partnership or other means for the retention of existing businesses, and the development of new projects which generate significant economic activity.	Ongoing. Public/private partnership occur on a case-by-case basis.
Program ED-1.2.c	Focus marketing and publicity efforts on the commercial and resort sectors, as revenue generation sources.	Ongoing. City Manager's office coordinates with businesses and resorts on marketing and publicity.
Program ED-1.2.d	Every five years, in the Economic Development Plan, complete an analysis of existing commercial projects to identify under-performing locations, and develop strategies and public/private partnership to improve or redevelop these projects.	Ongoing. Monitoring of existing commercial projects and underperforming locations conducted by City Manager's office.
Program ED-1.2.e	Establish a program to regularly monitor City costs and revenues based on existing development and projected development allowed under the Land Use Map. Consider amendments to the Land Use Map to increase revenue generation potential, based on the cost revenue analysis and sound economic forecasting.	Plan for implementation alongside Strategic Plan.

Program ED-1.2.f	Improve and enhance the City's application process for commercial development proposals	Complete and Ongoing. Strategic plan to address.
Policy ED-1.3	Encourage the expansion of the Village as a specialty retail, dining, and residential destination.	Ongoing. The City Manager's office markets city owned properties for future development. The City adopted the Village Build Out Plan EIR to streamline environmental review of development projects. The City adopted Village Code amendments that allow for a reduction of on-site parking on a case-by-case basis.
Program ED-1.3.a:	Maintain, in the Zoning Ordinance, standards and guidelines that encourage the development of a pedestrian-friendly, interconnected neighborhoods with a balance of residential and commercial development	Complete and Ongoing. A Zoning Consistency Analysis was performed and the Zoning Map has been brought into compliance with the General Plan map. The Zoning Code includes standards for pedestrian friendly interconnected neighborhoods.
Program ED-1.3.b	Include the Village in the Mixed Use Overlay in the Zoning Ordinance	Complete. Mixed Use Overlay adopted and includes the Village Commercial Zoning District.
Program ED-1.3.c	Continue to sponsor and support special events in the Village and at the Civic Center, as a means of attracting visitors to the area.	Ongoing. The City leads or supports Village events on a regular basis.
Policy ED-1.4	Support and facilitate the reuse and redevelopment of commercial projects on Highway 111	Ongoing. Staff coordinate with the auto dealerships on landscape and signage improvements. The Mixed Use Overlay was adopted that provides opportunities for redevelopment with a combination of commercial and residential. The City conducted and completed a visioning effort for the Highway 111 corridor. Currently implementing Highway 111 Specific Plan.
Program ED-1.4.a	As provided in the Land Use Element establish comprehensive standards for Mixed Use development in commercial zones.	Complete. A Mixed Use Overlay was adopted in 2016 for all commercial districts.
Program ED-1.4.b	Development proposals for the reuse and redevelopment of existing projects shall be encouraged to implement creative design, include pedestrian access, and facilitate transit and alternative transportation.	Ongoing. Planning staff encourages creative designs, pedestrian access and alternative transportation for all development projects. The Mixed Use Overlay encourages these design elements for potential projects.
Policy Ed-1.5	Projects proposed on commercial land shall be evaluated for their job creating and revenue generating potential.	Ongoing. City Manager's office requests fiscal analysis for proposed commercial developments and Staff considers job creating and revenue generation during entitlement findings.
Program ED-1.5.a	The City may require the preparation of fiscal impact analyses for commercial projects when deemed appropriate in the application review process.	Ongoing. Staff will require fiscal impact analyses when deemed appropriate for commercial projects.
Policy ED-1.6	Assure that all revenues due to the City are collected	Ongoing. The Finance Department requires that all revenue due to the City are collected. The Finance Department currently working to ensure residential development projects that require remitting mitigation payment to the City are doing so.

Program ED-1.6.a	Establish and maintain a comprehensive program to enforce the payment of transient occupancy tax, sales tax, and other fees and licenses to the City.	Ongoing. The City ensures collection of payments due to the City. The City has an existing professional contract to ensure homes used for short term rentals are licensed and operate in compliance with the City's short term rental requirements.
Policy ED-1.7	All annexation applications by land owners shall include a fiscal analysis that fully addresses the fiscal impacts of the proposed annexation. Subsequently, all annexation applications shall also include a Development Agreement application or other mechanism that demonstrates how the annexation will be revenue neutral or revenue positive for the City.	Ongoing. This policy will be applied with annexation requests. There are currently no annexation requests and limited inquiries to the City.
Policy ED-.18	Aggressively lobby for the passage of legislation that restores redevelopment funds to local jurisdictions, or provides other equivalent economic development tools	Ongoing. The City has an existing contract with a lobbyist consistent with this policy.
<b>Goal ED-2</b>	<b>The continued growth of the tourism and resort industries in the City</b>	
Policy Ed-2.1	Actively pursue the build out of the SilverRock Resort	Ongoing. Purchase and Sale Agreement executed with the SilverRock Development Company for development of the SilverRock Resort. Site Development Permits have been approved for the 140 room Montage hotel, 200 room Pendry hotel, Golf Course Clubhouse, 10 golf villas, 29 Montage branded single-family residential units, 66 Pendry branded condominium units, shared services and meeting facility. Entitlements for Montage and Pendry have been approved. Grading has started and building permits have been approved and vertical construction is underway.
Program ED-2.1.a	Through the City's Economic Development Plan, annually review the land use allocation within SilverRock's Specific Plan to assure that future development meets market need and generates a long term revenue stream for the City.	Ongoing. The City Manager's office reviews the SilverRock Specific Plan annually to assure the development meets market need and generates long-term revenue stream for the City.
Program ED-2.1.b	Continue to promote professional and amateur golf tournaments, activities and events that publicize SilverRock in the local, state and national media.	Ongoing. The City's Manager's Office marketing team assist to promote golf tournaments and other events on a regular basis.
Policy ED-2.2	Support increased room occupancy at the City's existing hotels and resorts.	Ongoing. The City has created a branding and marketing program to attract tourists and increase hotel room occupancy. The City has also implemented a transit occupancy tax incentive program with the City's hotels.
Program ED-2.2.a	Continue to participate in co-op marketing and include the City's resorts and hotels in City-sponsored marketing and advertising efforts.	Ongoing. The City engages businesses and resorts in City-sponsored marketing. The City collaborates with Coachella Valley Visitor's Bureau to promote the City of La Quinta as a tourist destination.
Program ED-2.2.b	Incorporate short term vacation rentals into the City's transient occupancy tax revenues	Complete. The City has implemented a short term vacation rental program and collects transient occupancy tax revenues. Ongoing plans for analysis of TOT rate and ROI for revenues.
Program ED-2.2.c	Consider incentive programs for hotel remodeling and refurbishing, tied to increased transient occupancy tax revenue generation in the future.	No action.

Policy ED-2.3	Actively pursue the development of additional hotel properties in all economic ranges, to accommodate all segments of the visitor market.	Ongoing. Hotel uses are encouraged in commercial districts and in potential land use amendments.
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# HOUSING

Policy/Program	Description	Status
<b>Goal H-1</b>	<b>Provide housing opportunities that meet the diverse needs of the City's existing and projected population.</b>	
Policy H-1.1	Identify adequate sites to accommodate a range of product types, densities, and prices to address the housing needs of all household types, lifestyles, and income levels. Provide new housing choices by increasing affordable housing supply in higher opportunity areas and throughout the community, and improve housing mobility through encouraging various housing options such as accessory dwelling units and creative housing solutions.	
Program 1.1.a	To address the City's RHNA allocation for extremely low income households, 15% of units on the City's land on Highway 111 (site #13) will be assigned to extremely low income households. The City shall negotiate very low income units for all other projects on sites identified in the Vacant Land Inventory (Table II-50) individually to reach the target of 210 units during the planning period.	Highway 111 Specific Plan in progress and will account for lower income RHNA units. Properties being acquired to plan for future housing opportunities along Highway 111 Corridor. Multiple recently purchased properties are actively being prepared for future affordable housing projects, including recently acquired 5 Acre, 6 Acre, and 15 Acre parcels being put forward for noticing as Surplus Land.
Program 1.1.b	The City will merge its parcels in the Village (as listed in Table II-51) to facilitate the consolidation of these lots for sale through the Surplus Land Act.	Currently noticed as Surplus Land and closed on 03/06/24.
Program 1.1.c	To encourage the development of housing for extremely low, low and special needs residents, the City will develop a program of incentives for the subdivision of larger sites, to include application fee waivers, DIF fee reductions and expedited processing. The City will contact the owners of the three sites listed in Table II-50 and encourage that they subdivide the land and take advantage of the City's incentive program.	Existing incentives in Municipal Code being advertised as incentive for properties to develop affordable housing and mixed use developments that alleviates challenges such as parking, setback, and density bonuses.
Policy H-1.2	Focus housing growth within existing City boundaries until it is necessary to pursue annexation or development in planning areas for affordable housing.	
Policy H-1.3	Direct new housing development to viable areas where essential public facilities are provided and employment opportunities, educational facilities, and commercial support are available.	
Policy H-1.4	The City shall promote and affirmatively further fair housing opportunities throughout the community for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, source of income, veteran or military status, or other characteristics protected by the California Fair Employment and Housing Act (FEHA), Government Code Section 65008, and any other applicable state and federal fair housing and planning law.	
<b>Goal H-2</b>	<b>Assist in the creation and provision of resources to support housing for lower and moderate income households.</b>	
Policy H-2.1	Increase housing choices for lower and moderate income households in areas of higher need and throughout the community. Address disproportionate housing needs and alleviate disproportionate cost burdens on lower and moderate income households by providing more affordable housing units.	
Program H-2.1.a: Accessory Dwelling Units (ADU)	The City will modify its Zoning Ordinance to comply with State law regarding ADUs and JADUs and provide for the reduced parking standards, setbacks and other incentives included in the law. The City shall establish a program to encourage the building of ADUs and JADUs, with a goal of 2 new units per year throughout the planning period, and monitor their development to gauge if they are affordable alternatives for housing. The program will include tracking annual permits, an annual survey of rents in ADUs, and whether any ADUs are accepting housing subsidy or restricting their units to very low or low income households.	Zoning amendments completed October 2022. Tracking program is underway.

<p>Program H-2.1.b: City-owned Lots</p>	<p>Aggressively pursue development of the City’s central-city properties (sites 8 and 13) to generate up to 168 units of extremely low, very low and low income units on these parcels. To implement this program, the City will establish a schedule for Requests for Proposals and include incentives. These incentives may include elimination of Development Impact Fees, financial assistance in the form of land contributions, and density bonuses as provided in the Zoning Ordinance. In addition, the City will consider affordable housing for other City-owned lots in the Village when marketing the land for development, including mixed use projects that combine retail and residential uses. Wherever possible, include 15% affordable units in these projects</p>	<p>City developing RFP to be issued in Q4 of FY 24/25, will pursue 70%+ affordability with multiple parcels of land acquired to generate up to 300 units of income restricted developments.</p>
<p>Program H-2.1.c: Creative Housing Solutions</p>	<p>In order to expand the variety of housing options for extremely low and low income households in the City, study, research and pursue the amendments to the Zoning Code and subdivision ordinance that would be required to allow creative housing solutions, including “tiny homes,” prefabricated or “kit” homes, shipping container conversions, and other options available in the market as they arise. Present the findings of the research to the Planning Commission and Council for their consideration. This program could generate up to 4 units per year in creative housing solutions.</p>	<p>Not underway yet</p>
<p>Policy H-2.2</p>	<p>Support public, private, and nonprofit efforts in the development of affordable housing.</p>	
<p>Program H-2.2.a: Density Bonus Amendments</p>	<p>Revise the Zoning Ordinance to ensure compliance with Assembly Bill (AB) 2345 as it pertains to Density Bonus requirements.</p>	<p>Completed October 2022.</p>
<p>Policy H-2.3</p>	<p>Pursue a variety of forms of private, local, state, and federal assistance to support development of affordable housing throughout the community.</p>	
<p>Program H-2.3.a: Collaborative Partnerships</p>	<p>The City shall continue to meet with affordable housing development entities to discuss types of incentives available and requirements for obtaining assistance, discuss appropriate sites for housing for extremely low, low and special needs residents, and foster professional collaboration between the City and affordable housing stakeholders. This program could result in 2 new partnership projects during the planning period.</p>	<p>Working on a project by project basis. Currently working with multiple developers to discuss feasibility of projects on several sites.</p>
<p>Program H-2.3.b: Mixed-Use in the Highway 111 Corridor</p>	<p>In order to take advantage of the high density residential permitted in the Mixed Use overlay, develop a menu of incentives, including reduction in development fees, density bonuses and other provisions for the inclusion of affordable housing units in Mixed Use projects within the Highway 111 Plan area. This program could result in 100 to 300 new units of affordable housing in the Corridor.</p>	<p>The Affordable Housing Overlay currently implemented is sufficient at this time to attract development along the Highway 111 Corridor for key parcels recently purchased by the Housing Authority for future development.</p>
<p>Program H-2.3-c: Affordable Housing Renter-to-Owner Transition</p>	<p>There are many resources that the City, nonprofits, or for-profit developers may utilize to subsidize the construction and maintenance of affordable housing. This program, in conjunction with Program H-2.3.a, could result in 2 new partnership projects during the planning period. Some of the most prominent resources are described below.</p>	<p>Completed and periodically updating with information every quarter: <a href="http://www.laquintaca.gov/residents/local-resources/affordable-housing">www.laquintaca.gov/residents/local-resources/affordable-housing</a></p>
<p>Program H-2.3.d: Sweat Equity and Shared Equity</p>	<p>Continue to work with organizations that offer sweat and shared equity housing programs to lower and moderate income households in La Quinta, with a goal of assisting 2 to 4 households annually. Sweat equity and shared equity programs provide lower and moderate income households with ownership assistance. Sweat equity refers to the exchange of time and effort, usually in the form of construction activities, for an affordable ownership opportunity.</p>	<p>Meeting with various outreach organizations such as Lift to Rise, Habitat for Humanity, CVHC, and property managers of existing affordable housing developments to discuss opportunities to assist residents and future housing projects.</p>

<b>Goal H-3</b>	<b>Create a regulatory system that does not unduly constrain the maintenance, improvement, and development of housing affordable to all La Quinta residents.</b>	
Policy H-3.1	Remove unnecessary regulatory constraints to enable the construction or rehabilitation of housing that meets the needs of La Quinta residents, including lower income and special needs residents.	
Program H-3.1.a	All properties listed in the Affordable Housing Inventory for extremely low, very low and low income units shall have the Affordable Housing Overlay applied. Further, the AHO text shall be amended to allow 30 units per acre and to allow 3 story development. The analysis that accompanies the Zone text amendment shall demonstrate that the development standards being applied to the AHO, including setbacks, height and parking requirements, allow a density of 30 units per acre. Consistent with Government Code Section 65583.2(h) and (i), the AHO will permit owner-occupied and rental multifamily residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period. These sites shall be zoned with minimum density of 20 units per acre and development standards that permit at least 16 units per site.	Completed October 2022.
Policy H-3.2	Coordinate the development of affordable housing throughout the community with the provision of key utilities to ensure prompt and adequate service.	
Policy H-3.3: Priority Water and Sewer Service	Route the adopted Housing Element to the CVWD and notify them of changes and future updates to the Housing Element. In compliance with state law, the Coachella Valley Water District (CVWD) must create procedures to provide priority water and sewer service to lower income residential project. The law also prohibits the denial or conditioning the approval of service without adequate findings, and requires future water management plans to identify projected water use for lower income residential development.	Completed-Housing Element sent to CVWD.
Program H-3.3.b: Encourage Lot Consolidation	Although not on the Site's Inventory, several small lots in the Village Commercial would have improved development potential through lot consolidation. The Village Build Out Plan and Zoning Code amendments have been completed to encourage consolidation. The City continues to market its land in the Village, and will also work with private land owners and developers to assemble larger holding to allow multi-family projects which increase the number of residents in the Village. The City will consider potential incentives including fee deferral or reductions, parking requirement reduction, and relief from various other development standards that could potentially increase the cost of the project, resulting in 1 new project per year.	Ongoing, case by case as city staff reviews projects in the Village. Currently supporting multiple vacant properties for development that are both privately and City owned, will update once developments move forward based on available funding.
<b>Goal H-4</b>	<b>Conserve and improve the quality of existing La Quinta neighborhoods and individual properties, including targeting areas of higher need and concentration of lower income households.</b>	
Policy H-4.1	Protect the quality of La Quinta's neighborhoods through the rehabilitation of both affordable and market-rate homes.	
Policy H-4.2	Promote financial and technical assistance to lower and moderate income households for housing maintenance and improvements.	
Policy H-4.3	Encourage the retention and rehabilitation of existing single-family neighborhoods and mobile home parks that are economically and physically sound.	
Policy H-4.4	Enhance neighborhoods that presently provide affordable housing with drainage, lighting and landscape amenities, and parks and recreation areas, including targeting areas of higher need and concentration of lower income households. Employ government and non-government resources to preserve and revitalize neighborhoods and communities and thereby provide protection against disinvestment-based displacement.	



<p>Program H-4.4.a-Housing Condition Survey &amp; Monitoring</p>	<p>Complete an inventory of housing conditions (updated approximately every five years) to enable the City to properly target Code Compliance and rehabilitation resources. To better understand the City's housing needs the quality and condition of the housing stock must be inventoried on a regular basis. The inventory should focus on older neighborhoods, such as those south of Calle Tampico, west of Washington Street, and north of Highway 111.</p>	<p>Completed with staff taking appropriate action for internal discussion and preparation of assistance to areas in need of compliance review.</p>
<p>Program H-4.4.b: Habitat for Humanity Residential Rehabilitation Program</p>	<p>Complete the Memorandum of Understanding with Habitat for Humanity to implement the "Brush with Kindness" program. The program will be implemented by Habitat volunteers who will donate time for repair and maintenance programs, including yard work, weed abatement, window replacements, roof repairs, and air conditioning repair. Residents will be prioritized to focus on seniors, veterans, the disabled, low and very low income residents, and those in affordably-designated homes. The first-year City contribution will be \$40,000, and the annual amounts will be reviewed every year based on the success of the program.</p>	<p>Due to a lack of performance capabilities by local program providers, staff evaluating alternatives with County of Riverside and others.</p>
<p>Program H-4.4.c: County of Riverside Home Repair Grant</p>	<p>Refer code violators and interested parties to the County of Riverside for home repair grants. The County of Riverside Economic Development Agency Home Repair Program provides lower income households with up to \$6,000 for home repairs such as a new roof, new air-conditioner, or a handicap ramp. As a jurisdiction in Riverside County, lower income La Quinta households are eligible for this grant.</p>	<p>In discussion with County of Riverside to consider Mobile Home Park residents eligibility.</p>
<p>Program H-4.4.d: Rehabilitation Resources List</p>	<p>Provide a rehabilitation resources list on the affordable housing and code compliance pages of the City's website. Use the list, in online or printed form, as a reference for code violators. Lower and moderate income homeowners may need assistance in affording important home repairs and improvements. The City can assist these households by compiling and sharing a listing of local, state, and federal programs offering rehabilitation assistance.</p>	<p>Provided at the Affordable Housing webpage.</p>
<p><b>Goal H-5</b></p>	<p><b>Provide equal housing opportunities for all persons.</b></p>	
<p>Policy 5.1</p>	<p>Provide the regulatory framework to create an environment in which housing opportunities are equal.</p>	
<p>Policy 5.2</p>	<p>Encourage and support the enforcement of laws and regulations prohibiting discrimination in lending practices and in the sale or rental of housing.</p>	
<p>Program 5.2.a</p>	<p>Collaborate and coordinate with government agencies (e.g. Fair Housing Council of Riverside County) and nonprofit groups (e.g. Habitat for Humanity) to support outreach and expansion of lending programs for homeownership among minority populations. Advertise workshops and webinars held by these organizations on financial resources for homeownership on the City website, under News page and Directory of Services (see Program H-5.2.c). This program could result in homeownership for 5 minority households annually.</p>	<p>Refer all affordable housing residents and property management organizations to these resources.</p>
<p>Program 5.2.b: Fair Housing Referrals</p>	<p>Continue to refer up to 10 tenants and landlords annually to the Fair Housing Council of Riverside County. Provide information on fair housing resources on the City's website and at City Hall. Identify and coordinate with local nonprofits, service organizations and community groups that can assist in distributing fair housing information. Fair housing organizations provide dispute resolution and legal assistance to tenants and landlords in conflict. Such services are particularly important for lower and moderate income households unable to afford counsel.</p>	<p>Refer all affordable housing residents and property management organizations to these resources.</p>
<p>Program 5.2.c: Directory of Services</p>	<p>Maintain the online directory of services and information to provide La Quinta residents with contact information for community organizations and service providers that address special needs. While numerous services are available to special needs and lower income households, it can be difficult to readily have access to these resources. A directory provides the contact information necessary to seek housing assistance.</p>	<p>Completed and on website.</p>

Policy 5.3	Encourage support services for the Coachella Valley's homeless populations through referrals and collaborative efforts with non-profits and other jurisdictions.	
Program H-5.3.a: Regional Facilities for the Homeless	Continue to support and collaborate with the Coachella Valley Association of Governments Homelessness Committee efforts to maintain a regional homeless facility that provides housing as well as supportive services. The Strategic Plan created by the Homelessness Committee establishes a continuum of care for the Coachella Valley.	City continues to coordinate with CVAG, Martha's Village and Kitchen, and Coachella Valley Rescue Mission.
Policy 5.4	Assist in the creation of a continuum of care for the homeless population and those transitioning into permanent housing.	
Program H-5.4.a: Low Barrier Navigation Centers	Review and revise, as necessary, the Zoning Ordinance to ensure compliance with Assembly Bill (AB) 101 as it pertains to Low Barrier Navigation Centers. Modify the definition of "homeless shelter" to include this use.	Completed October 2022.
Program H-5.4.b: Zoning Amendments for Emergency Shelters, Transitional and Supportive Housing	Revise the Zoning Ordinance to require that homeless shelters only be required to provide parking for employees; and that Transitional and Supportive Housing be permitted uses in the Medium, Medium-High and High density residential zones.	Completed October 2022.
Policy 5.5	Improve quality of life for disabled persons by facilitating relief from regulatory requirements that may create barriers to accessible housing and promoting universal design.	
<b>Goal H-6</b>	<b>Provide a regulatory framework that facilitates and encourages energy and water conservation through sustainable site planning, project design, and green technologies and building materials.</b>	
Policy H-6.1	Promote higher density and compact developments that increase energy efficiency and reduce land consumption.	
Policy H-6.2	Facilitate housing development and rehabilitation that conserves natural resources and minimizes greenhouse gas emissions.	
Policy H-6.3	Encourage and enforce green building regulations or incentives that do not serve as constraints to the development or rehabilitation of housing.	
Policy H-6.4	Focus sustainability efforts on measures and techniques that also assist the occupant in reducing energy costs; therefore reducing housing costs.	
Policy H-6.5	Use and encourage emerging technologies to reduce high demands for electricity and natural gas including use of passive solar devices and where feasible other renewable energy technologies (e.g., biomass, wind, and geothermal).	
Program H-6.5.a: Going Green La Quinta Program	Implement green goals, policies, and programs that accurately represent the City's direction in resource conservation and minimizing greenhouse gas emissions. Implement design standards for residential and commercial structures that encourage solar protection to directly result in energy conservation.	Ongoing on case by case basis
Program H-6.5.b: Energy Conservation Partners	Continue to meet with and seek insight from utilities, service providers, and other entities involved in energy conservation efforts appropriate for La Quinta. In working toward a sustainable La Quinta, the City and its residents will need to collaborate with utilities and service providers. Partnerships with the Coachella Valley Water District, Imperial Irrigation District, Southern California Gas, Burrtec Waste and Recycling Services, Sunline Transit District, Coachella Valley Association of Governments, Southern California Association of Governments and other entities will be an important component of making La Quinta a more livable city.	Ongoing including staff and council members serving on local board of Energy Conservation committees.
Program H-6.5.c: Energy Efficiency Programs	Investigate all potential energy efficiency programs and provide a list of programs on the City's Going Green website. In addition to programs that may become available through IID, investigate other opportunities, including state and federal incentives, and promote them on the Going Green website.	Ongoing including staff and council members serving on local board of Energy Conservation committees.

Program H-6.5.d: Weatherization Assistance	Encourage low income homeowners or renters to apply for IID and SCG programs, including free energy audits, home weatherization, and utility rebate programs by advertising available programs on the City's website and at City Hall.	Newsletters periodically sent to eligible neighborhoods and in the City's Items of Interest, the City's website, and social media.
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## PARKS RECREATION TRAILS

Program/Policy	Description	Status
<b>Goal PR-1</b>	<b>A comprehensive system of parks, and recreation facilities and services that meet the active and passive needs of all residents and visitors.</b>	
Policy PR-1.1	Expand or modify community services to meet the health, well-being, and recreational needs of the community.	Ongoing. Cultural Campus and Fritz Burns Park Master plans have been completed and both projects are in design. Parking lot resurfacing at the top of the cove has been completed as well as Cove Oasis improvements.
Policy PR-1.2	Continue to provide a minimum standard of 5 acres of parkland for every 1,000 residents.	Complete. Not including SilverRock, the City maintains over 236 acres of parks and open space. Current population is 41,000 or 201 acres. Staff to continue to monitor park acreage with new development
Program PR-1.2.a	Annually review parks and recreational facilities as part of the City's long-range planning.	Ongoing. Public Works Department does this monthly and examined as part of the annual budget process.
Program PR-1.2.b	Identify those areas where residents live more than one-half mile from a public or private park, nature preserve, or other recreational area and identify acquirable parcels of land that could be developed into parks within underserved areas.	Complete and Ongoing. 2007 Community Services Master Plan identifies park service radius. North La Quinta and Cove communities are adequately served. Private communities are not directly served and include their own private amenities. There have been no significant population changes since the 2007 Community Services Master Plan.
Policy PR-1.3	Identify all viable financing mechanisms for the funding of construction, maintenance, and operation of parks and recreational facilities.	Complete and Ongoing. Public Works Department monitors funds available from Quimby park fees, Art in Public Places funds, and the General Fund.
Policy PR-1.4	The design and construction of parks and recreational facilities shall comply with all the development standards that apply to privately constructed facilities.	Ongoing. Construction plans reviewed through Engineering and Building permitting
Policy PR-1.5	Coordinate with partner agencies and neighboring communities to expand recreational opportunities and access to recreational facilities.	Ongoing. City works with Desert Recreation District, Boys and Girls Club, YMCA, County, Coachella Valley Water District, and youth sports associations to expand recreational opportunities. Coordinated additional trailhead improvements at the top of the Cove with CVWD. Contracted with DRD to provide year-round pool programming and operations. Contracted with Action Park Alliance for year-round X Park programs and operations.
Program PR-1.5.a	Continue to work with adjacent cities and the County of Riverside on the Regional Bicycle Trails Master Plan and future regional sports facilities	Ongoing. Staff works with CVAG on the regional non-motorized transportation plan and CV Link. Continue Bike lane Striping and pavement management. Coordinate bike lane continuity with adjacent cities. Staff works with CVAG on Avenue 48 Art and Music Line Project currently in design.

Program PR-1.5.b	Continue to explore the potential for the joint use of recreational facilities with the Desert Sands and Coachella Valley Unified School District.	Complete. The City has a partnership with the Desert Sands Unified School District for joint use of Sports Complex and Paige Middle School fields. City also works with County and DRD for shared events and programs.
Program PR-1.5.c	Continue to work with adjacent cities and the Coachella Valley Water District to utilize the Whitewater Channel as an intercity trail opportunity.	Ongoing. City and CVAG working together to begin La Quinta portion of CV Link improvements. The connection under the Adams street bridge has already been completed. Dune Palms bridge will accommodate CV Link as well as planning for additional connectors.
Policy PR-1.6	Encourage patterns of development that promote safe pedestrian and bicycle access to schools, public parks, and recreational areas.	Ongoing. Pavement Management Plan that is coordinated with our Capital Improvement Program. Planning staff, Planning Commission and Council evaluate development projects to address safe connections.
Policy PR-1.7	Identify opportunities to integrate public health concerns into parks and trails planning.	Ongoing. Park and trail planning implementation ensures positive public health outcomes. Replacement of the exercise stations at La Quinta Park is underway.
Policy PR-1.8	Promote a healthy and active lifestyle for all residents.	Ongoing. Wellness Center facility and programs promote this policy. Community Resources provides events and programs for healthy and active lifestyles.
Program PR-1.8.a	Strive to provide residents with affordable access to fitness facilities such as the public pool, fitness center, and golf course.	Complete. SilverRock golf access available at discounted rate to residents at \$55 versus \$135 nonresident. Wellness Center fitness facility discounted at \$75 for annual membership or \$5 daily drop-in rate. Fritz Burns pool discounted at \$2 for children and \$3 for adults. Community Resources provides events and programs for healthy and active lifestyles. Fritz Burns pool was expanded to year-round operations.
Program PR-1.8.b	Promote the consumption of healthy foods by encouraging healthful foods to be sold at concessions in all public buildings and parks.	Ongoing. At annual meeting with sports association staff encourages health food options for concession stands. Human Resources provides opportunities and programs for staff and Community Resources provides opportunities and programs for the public.
Program PR-1.8.c	Promote and improve public access to farmers markets and grocery stores that sell fresh produce and healthy foods.	Complete. Farmer's Market in Old Town initiated by City of La Quinta. Fresh produce and healthy foods available in various stores near Cove and Highway 111. City staff participates with a booth at the Farmers Market.

AIR QUALITY		
Policy/Program	Description	Status
Goal AQ-1	A reduction in all air emissions generated within the City.	
Policy AQ-1.1	Coordinate with the South Coast Air Quality Management District to assure compliance with air quality standards.	Case by case basis when AQMD Permits are required.
Program AQ-1.1.a	Participate in monitoring, managing, and enforcing SCAQMD rules for criteria pollutants, TACs, GHGs and all other regional air pollutants of concern.	CEQA mitigation measures when required. Dust control plans when grading occurs. Implementation of the City of La Quinta GHG Reduction Plan
Policy AQ-1.2	Work to reduce emissions from residential and commercial energy use by encouraging decreased consumption and increased efficiency.	Implementation of the 2022 building code
Program AQ-1.2.a	Work directly with the major utility providers, including The Gas Company, Imperial Irrigation District and the Coachella Valley Water District to develop incentives and rebates to encourage energy savings, subject to funding availability.	Contact with utilities has been sporadic.
Program AQ-1.2.b	Encourage Imperial Irrigation District to diversify and expand the use of alternative energy sources.	No activity.
Policy AQ-1.3	Work to reduce emissions from mobile sources by encouraging a decrease in the number of vehicle miles traveled.	Implemented by following Muni Code Chapter 6.12 Mobile Source Air Pollution Reduction
Program AQ-1.3.a	Work with Sunline Transit Agency to expand public transportation routes.	SunLine is included in project reviews, and provides comments.
Program AQ-1.3.b	Encourage public and private schools to establish alternative transportation programs for students.	No private schools have been developed. Village traffic calming completed.
Program AQ-1.3.c	Adopt and implement a Transportation Demand Management Ordinance for businesses with 50 or more employees.	Fulfilled by Ordinance No. 550. Muni Code Chapter 9.180 "Transportation Demand Management"
Program AQ-1.3.d	Expand routes for golf carts and other neighborhood electric vehicles and plan for access and recharging facilities at retail, recreational, and community centers.	Highway 111 Corridor Plan completed. Includes golf cart access and parking. Potential for golf cart path extensions to include CV Link.
Program AQ-1.3.e	Expand pedestrian and bicycle routes and provide safe and convenient access to retail, recreational, and community centers.	Highway 111 Corridor Plan completed. Traffic calming in Village completed.
Program AQ-1.3.f	Facilitate mixed use development concepts in specific identified areas of the community to allow the combination of residential and non-residential uses, such as live-work-shop designs, as described in the Land Use Element.	Village Master Plan and EIR complete. Highway 111 Corridor Plan includes mixed use opportunities.
Program AQ-1.3.g	Where permitted by the Land Use plan, and where appropriate, encourage high density residential development within walking distance to commercial, educational and recreational opportunities.	Highway 111 Corridor Plan completed. Centre @ La Quinta residential project approved next to Walmart. City has purchased properties along Highway 111 Corridor for mixed use development.

Policy AQ-1.4	Protect people and sites that are especially sensitive to airborne pollutants (sensitive receptors) from polluting point sources.	Case by case basis when CEQA is processed for projects.
Program AQ-1.4.a	Uses such as manufacturing, auto body shops, and other point source polluters should be reasonably separated from sensitive receptors.	Ordinance 550 modified auto uses and limits them to commercial zones.
Policy AQ-1.5	Ensure all construction activities minimize emissions of all air quality pollutants.	All development projects must be in compliance with CEQA requirements.
Program AQ-1.5.a	All grading and ground disturbance activities shall adhere to established fugitive dust criteria.	All development projects must be in compliance with CEQA requirements.
Program AQ-1.5.b	Fugitive Dust Control Plans shall be reviewed and approved for development projects.	All development projects must be in compliance with CEQA requirements and PM-10 rules.
Policy AQ-1.6	Proposed development air quality emissions of criteria pollutants shall be analyzed under CEQA.	All development projects must be in compliance with CEQA requirements.
Policy AQ-1.7	Greenhouse gas emissions associated with a development project shall demonstrate adherence to the City's GHG Reduction Plan.	No activity. Enforced through CEQA.
Policy AQ-1.8	The City shall adopt a comprehensive greenhouse gas reduction plan that sets forth reduction targets, timelines, and measures to achieve targets.	Adopted with General Plan. Update required.
Program AQ-1.8.a	Implement the GHG reduction measures detailed in the GHG Reduction Plan.	City has replaced three gas vehicles with all electric vehicles.
Program AQ-1.8.b	Establish a comprehensive database to maintain an inventory of city government resource use and conservation with interdepartment access.	Tyler Asset Management Software to be procured FY23/24
Program AQ-1.8.c	Coordinate with Burrtec to establish and implement programs that divert wastes from landfills, such as the composting of food waste and plant debris and the expanded re-use and recycling of materials, to reduce methane emissions.	Annual reporting per State requirements.

## ENERGY AND MINERAL RESOURCES

Policy/Program	Description	Status
<b>Goal EM-1</b>	<b>The sustainable use and management of energy and mineral resources.</b>	
Policy EM-1.1	Strongly encourage conservation of energy sources.	case-by-case
Program EM-1.1.a	Review and amend, as appropriate, Zoning Ordinance procedures and standards to include site orientation, solar control and use of passive heating and cooling techniques.	No activity
Policy EM-1.2	Support the use of alternative energy and the conversion of traditional energy sources to alternative energy.	Ongoing.
Program EM-1.2.a	Encourage installtion of alternative energy devices on new and existing development. Programs may include City-funded incentive programs; matching fund programs with IID, The Gas Company and alternative energy providers, as well as other programs as they become available.	CIP - 201313 - Citywide Preventative Maintenance Plan Improvements - Phase II is meant to install newer systems to more energy efficient resulting in energy cost reductions.
Program EM-1.2.b	As funding and applicability allows, incorporate Compressed Natural Gas (CNG), hybird or electric vehicles into the City fleet as vehicles are replaced with a target to complete the converson by 2035.	City has procured three all electric vehicles and has installed 2 EV charging stations at the Maintenance and Operations yard to increase electric vehicle usage.
Program EM-1.2.c	Continue participation in the Sunline Transit Agency, and promote the use of alternative fuel technologies for its buses.	Sunline Transit Agency continues to provide public transportation via two service lines, Line 111 and Line 70. All busses are CNG and there is a hydrogen cell bus.
Program EM-1.2.d	As appropriate, incorporate LED or other energy-efficient lighting in signals and lights throughout the City.	Implemented.
Program EM-1.2.e	Explore opportunities to provide a CNG and other alternate fuel fueling station in the City.	City has installed 20 electric vehicle charging stations installed city wide, and is exploring a grant that would allow the installation of additional charging stations.
Program EM-1.2.f	Implement, as appropriate, energy-efficient improvements in City buildings and facilities using Energy Efficiency Conservation Block Grant or similar funds.	CIP - 201313 - Citywide Preventative Maintenance Plan Improvements - Phase II is meant to install newer systems to more energy efficient resulting in energy cost reductions.
<b>Goal EM-2</b>	<b>The conservation and thoughtful management of local mineral deposits to assure the long-term viability of limited resources.</b>	
Policy EM-2.1	Preserve mineral resources identified by the Department of Mines and Geology to the greatest extend possible.	No activity
Program EM-2.1.b	Review and amend the Zoning Ordinanace as appropriate to require that mineral extraction occuring in the city be subject to the requirements of the California Surface Mining and Reclamation Act (SMARA), and the City's Zoning procedures.	Section 16.02.010 provides for this



<b>BIOLOGICAL RESOURCES</b>		
<b>Policy/Program</b>	<b>Description</b>	<b>Status</b>
<b>Goal Bio-1</b>	<b>The protection and preservation of native and environmentally significant biological resources and their habitats.</b>	
Policy Bio-1.1	Continue to implement the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP).	Enforced by the City through building permits.
Program Bio-1.1.a	Building permits shall not be issued for projects required to pay the MSHCP local development mitigation fee until such time as the fee has been paid to the City.	Enforced by the City through building permits.
Program Bio-1.1.b	For lands identified by the MSHCP as slated for conservation within the City, the Planning Department will refer land owners and developers to the Coachella Valley Association of Government and/or Coachella Valley Conservation Commission for guidance and permitting assistance.	Ongoing as development projects come in.
Program Bio-1.2.c	Prior to the issuance of any ground disturbing permit for fallow lands outside Conservation areas, the City will require a protocol compliant survey for burrowing owl.	Enforced through CEQA process.
Policy Bio-1.3	Publicly owned conservation lands, including those for the MSHCP, shall be designated as Open Space on the Land Use Map.	Currently designated as such.
Policy Bio-1.4	Comply with the requirements of the Migratory Bird Treaty Act (MBTA)	Enforced through CEQA process.
Program Bio-1.4.a	Throughout the City, prior to the removal of vegetation on development site between March and August, a qualified biologist shall determine whether any bird nests or young occur on the site, and if they occur, provide mitigation measures compliant with the MBTA.	Enforced through CEQA process.
Policy Bio-1.5	Comply with the regulatory requirements of the California Department of Fish and Game, the US Army Corps of Engineers, and the Regional Water Quality Control Board as they relate to "waters of the State of California" and/or "waters of the United States."	Enforced through CEQA process.
Program Bio-1.5.a	Prior to the initiation of any project within any defined blueline stream as identified on Exhibit III-3, the City will require that consultation and/or permitting by CDFG be demonstrated in writing.	Enforced through CEQA process.
Policy Bio-1.6	Native desert plant materials should be incorporated into new development project to the greatest extent possible. Invasive, non-native species shall be discouraged.	Enforced through landscape plan checks.
Policy Bio-1.7	Sensitive habitat areas, including conservation areas for the MSHCP, should be buffered from urban development to the greatest extent possible.	Enforced through CEQA process.
Program Bio-1.7.a	Use zoning standards and the design review process to assure that adequate buffers are provided in environmentally sensitive areas.	Enforced through CEQA process.

## CULTURAL RESOURCES

Policy/Program	Description	Status
<b>Goal CUL-1</b>	<b>The protection of significant archaeological, historic, and paleontological resources which occur in the City.</b>	
Policy CUL-1.1	All reasonable efforts should be made to identify archaeological and historic resources in the City.	Ongoing. Enforced through CEQA process.
Program CUL-1.1.a	Any development application for a vacant site, or a site previously or currently used for agricultural purposes, shall be accompanied by a Phase I archaeological and/or historic analysis conducted by a qualified archaeologist. Such analysis shall be paid for by the project proponent.	Ongoing. Enforced through CEQA process.
Program CUL-1.1.b	City staff will maintain open channels of consultation with local Native American tribes, the Eastern Information Center at the University of California, Riverside, the Historical Society, and the Coachella Valley History Museum.	Ongoing. Enforced through CEQA process, SB18 and AB52.
Program CUL-1.1.c	City staff shall maintain a database of known prehistoric resources in the City.	No Activity
Program CUL-1.1.d	The City shall update its historic inventory at a minimum of every 10 years, subject to available funding.	Ongoing. Historic inventory completed in 2023.
Policy CUL-1.2	Assure that significant identified archaeological and historic resources are protected.	Ongoing. Enforced through CEQA process.
Program CUL-1.2.a	The City will be proactive in the protection of archaeological and historic resource preservation funding, including regional, state and federal funds.	No Activity, City is not a Certified Local Government.
Program CUL-1.2.b	Consider the use of all potential sources of funding for archaeological and historic resource preservation funding, including regional, state and federal funds.	No Activity, City is not a Certified Local Government.
Program CUL-1.2.c	Encourage owners of qualified historic buildings to take advantage of tax credits and other programs for the preservation and restoration of historic structures.	Case-by-case
Program CUL-1.2.d	Continue to implement the Historic Preservation Ordinance.	Complete and ongoing. Historic preservation ordinance amended in 2016.
Policy CUL-1.3	Educate the public about the City's history and paleontology.	Ongoing. The La Quinta Museum hosts historical programs
Program CUL-1.3.a	Encourage property owners and others to nominate qualified properties to the City's historic inventory.	Case-by-case
Program CUL-1.3.b	Continue to support efforts at curation and exhibition of the City's history.	Ongoing. Implemented by La Quinta Museum. City sponsors a permanent exhibit of the City's History at City Hall beginning in 2017.
Program CUL-1.3.c	Consider expanding collections to include paleontological resources.	Ongoing. Implemented by La Quinta Museum.
Program CUL-1.3.d	Encourage the Desert Sands and Coachella Unified School Districts to include local history and tribal history in the community.	No Activity
Policy CUL-1.4	Make all reasonable efforts to identify paleontological resources in the City.	Ongoing. Enforced through CEQA process on a case by case basis.

Program CUL-1.4.a	Any development application for a vacant site located on soils identified as Lake Cahuilla Beds or Pleistocene shall be accompanied by a Phase I paleontological analysis conducted by a qualified geologist or paleontologist.	Ongoing. Enforced through CEQA process.
Program CUL-1.4.b	As part of the geotechnical analysis conducted for grading and building permits, soil borings shall be examined by a qualified geologist or paleontologist to assure that no Pleistone or older soils occur at depth in areas to be excavated. Monitoring shall be required if Pleistone or older soils will be impacted by excavations.	Ongoing. Conditions of Approval will be required for development projects that require soil borings for geotechnical analysis to be examined by qualified geologists or paleontologists.
Policy CUL-1.5	All reasonable efforts should be made to preserve paleontological resources in the City.	Ongoing. Enforced through CEQA process.
Program CUL-1.5.a	Significant paleontological resources identified on a site shall be professionally collected, catalogued and deposited with a recognized repository.	Ongoing. Enforced through CEQA process.

WATER RESOURCES		
Policy/Program	Description	Status
Goal WR-1	The efficient use and conservation of the City's water resources.	
Policy WR-1.1	Support the Coachella Valley Water District in its efforts to supply adequate domestic water to residents and businesses.	Ongoing. Continue coordination with CVWD
Program WR-1.1.a	The City shall continue to implement its Water Efficient Landscaping Ordinance and Building Codes, and update them as needed to meet or exceed State standards for water efficiency and conservation.	Ongoing. Water efficient landscape ordinance updated in 2016. Implemented with new or revised landscape plans.
Program WR-1.1.b	Continue to work with CVWD to implement independent and joint programs, rebates, and discounts that promote water conservation.	No activity. No resources available to supplement CVWD rebate programs.
Policy WR-1.2	Support the Coachella Valley Water District in its efforts to recharge the aquifer.	Ongoing. Continue coordination with CVWD
Program WR-1.2.a	Support CVWD's efforts to increase recharge at its La Quinta facility and elsewhere in its district.	Ongoing. Continue coordination with CVWD
Program WR-1.2.b	Work with CVWD to implement new or improved recharging techniques in golf course and lake design, turf and agricultural irrigation recharging techniques in golf course and lake design, turf and agricultural irrigation methods, and the use of tertiary treated water for irrigation and other uses.	CVWD continues to expand tertiary treatment. Project approvals limit water feature and similar high consumption uses.
Policy WR-1.3	Support the Coachella Valley Water District in its efforts to expand tertiary treated (i.e. reclaimed) water distribution.	Ongoing. Continue coordination with CVWD
Program WR-1.3.a	Work with CVWD to provide tertiary treated water for future recreational facilities and landscaping irrigation to the greatest extent possible.	Ongoing. Continue coordination with CVWD
Policy WR-1.4	Protect stormwater from pollution and encourage its use to recharge the aquifer.	Ongoing. City enforces NPDES requirements
Program WR-1.4.a	Implement federal, regional and local standards pertaining to the discharge and treatment of pollutants in surface water for all development projects.	Ongoing. City enforces NPDES requirements
Program WR-1.4.b	Coordinate with CVWD in its review of projects which impact drainage channels.	Ongoing. Continue coordination with CVWD
Program WR-1.4.c	Require on-site retention for new development projects to the greatest extent possible, to provide added recharge of the aquifer.	Ongoing. New developments are required to provide on-site retention.
Policy WR-1.5	Development within drainage areas and stormwater facilities shall be limited to recreational uses such as golf courses, lakes, sports or play fields and similar uses.	Ongoing. Watercourse or open space designation allow only for golf courses, lakes, sports or play fields and similar uses.
Policy WR-1.6	Encourage the use of permeable pavements in residential and commercial development projects.	Case-by-case. Encouraged when development applications are submitted.

## OPEN SPACE AND CONSERVATION ELEMENT

Policy/Program	Description	Status
<b>Goal OS-1</b>	<b>Preservation, conservation and management of the City's open space lands and scenic resources for enhanced recreational, environmental and economic purposes.</b>	
Policy OS-1.1	Identify and map lands suitable for preservation as passive and active open space.	Ongoing. None identified beyond what is shown in GP Land Use Map.
Program OS-1.1.a	Identify lands suitable for preservation as natural open space on the General Plan Land Use map.	Ongoing. None identified beyond what is shown in GP Land Use Map.
Program OS-1.1.b	Confer with adjoining communities and other responsible agencies to periodically review and update information on regional open space, and to coordinate preservation efforts.	Ongoing. Coordinated through CVAG
Policy OS-1.2	Continue to develop a comprehensive multi-purpose trails network to link open space areas.	Interactive trail map in place. Participation in CV Link ongoing
Program OS-1.2.a	Coordinate with, and obtain approval from, local utility providers, including the Coachella Valley Water District, to use flood control and utility easements as a trails network which links open space and recreation areas.	Ongoing. CV Link plans under way on CVWD bank.
Program OS-1.2.b	Explore opportunities for additional trails connectivity adjacent to and along watercourses, irrigation canals, and flood control improvements.	Ongoing. CV Link plans under way on CVWD bank.
Policy OS-1.3	The City shall encourage community involvement and volunteerism in open space maintenance and improvement as a means to leverage local funds, improve open space and increase public awareness of the City's Open Space areas.	Ongoing. City supports local programs that increase public awareness of the City's Open Space areas and support trail clean up activities.
<b>Goal OS-2</b>	<b>Good stewardship of natural open space and preservation of open space areas.</b>	
Policy OS-2.1	Unique and valuable biological resources should be preserved as open space, to the greatest extent practical.	Ongoing. Implemented through the CEQA process.
Policy OS-2.2	Where appropriate, geological hazard zones, including but not limited to earthquake fault lines, areas susceptible to liquefaction, floodways, and unstable slopes should be preserved as open space.	Ongoing. Implemented through the CEQA process. Site-specific geotechnical reports required
Policy OS-2.3	Encourage the preservation of open space in privately owned development projects.	Ongoing. Implemented with individual development applications.
Program OS-2.3.a	Utilize flexible development standards, density incentives, and/or other means to encourage the provision of open space in new planned developments.	Complete. Planned Unit Development entitlements requires Open Space.
<b>Goal OS-3</b>	<b>Preservation of scenic resources as vital contributions to the City's economic health and overall quality of life.</b>	
Policy OS-3.1	To the greatest extent possible, prohibit development on lands designated as open space which are elevated and visually prominent from adjacent developed areas or are located within or in close proximity to areas identified as critical wildlife habitat.	Complete and ongoing. Implemented through the Hillside Preservation Ordinance.
Program OS-3.1.a	Continue to implement the Hillside Preservation Ordinance.	Ongoing. City legally required to enforce this ordinance.

Program OS-3.1.b	Minimize the loss of open space resources.	Ongoing. Implemented through the CEQA process.
Policy OS-3.2	Any development that is permitted within areas designated as Open Space should minimize grading for structures and access and should be visually subordinate to and compatible with surrounding landscape features.	Ongoing. Implemented through Hillside Preservation Ordinance.
Policy OS-3.3	Explore and utilize a variety of measures to preserve privately owned properties within hillside and alluvial fan areas, including private covenants, deed restrictions, and land transfers.	Ongoing. Implemented through Hillside Preservation Ordinance.
Program OS-3.3.a	Identify agencies and property owners which hold fee simple title to properties located in hillside and alluvial fan areas, and encourage agreements which assure that such lands remain undeveloped in perpetuity.	Ongoing. Implemented through Hillside Preservation Ordinance.

<b>NOISE</b>		
<b>Policy/Program</b>	<b>Description</b>	<b>Status</b>
<b>Goal N-1</b>	<b>A healthful noise environment which complements the City's residential and resort character.</b>	
Policy N-1.1	Noise standards in the City shall be consistent with the Community Noise and Land Use Compatibility scale described in this Element.	Complete. Ordinance No. 550 was adopted on November 15, 2016. The amendment was implemented in order to comply with the General Plan 2035 EIR.
Program N-1.1.a	Propose to City Council an amendment to the Municipal Code (Section 9.100.210) to allow 65 dBA CNEL for sensitive land uses.	Complete. Implemented by Ordinance No, 550.
Policy N-1.2	New residential development located adjacent to any roadway identified in Table IV-4 as having a building out noise level in excess of 65 dBA shall continue to be required to submit a noise impact analysis in conjunction with the first Planning Department application, which demonstrates compliance with the Community Noise and Land Use Compatibility scale.	Ongoing. Implemented through the CEQA process.
Policy N-1.3	New non-residential development located adjacent to existing residential development, sensitive receptors or residentially designated land, shall be required to submit a noise impact analysis in conjunction with the first Planning Department application, which demonstrates that it will not significantly impact the adjacent residential development or residential land.	Ongoing. Implemented through the CEQA process.
Program N-1.3.a	Provide accommodation for special events in the public interest, such as concerts and festivals, which may temporarily exceed the maximum allowable decibel level.	Ongoing. Enforced through Special Event Permit process. Applied to American Express golf tournament and concerts, etc.
Policy N-1.4	All Mixed Use projects shall be required to submit a noise impact analysis in conjunction with the first Planning Department application, which demonstrates compliance with the City's noise standards.	Ongoing. Implemented through the CEQA process.
Policy N-1.5	All noise impact analysis will include, at a minimum, short-term construction noise and noise generated by the daily operation of the project at build out.	Ongoing. Implemented through the CEQA process.
Policy N-1.6	The City may require remedial noise control plans and/or improvements for areas experiencing noise in excess of adopted City standards.	No activity. Not needed at this time.
Program N-1.6.a	Remedial improvements will be included in the Capital Improvement Program.	No activity
Policy N-1.7	Noise impact analysis shall be included in all City Capital Improvement Plan (CIP) and developer-required roadway widening projects to demonstrate compliance with City noise standards.	Ongoing. Implemented through CEQA process.
Policy N-1.8	Maintain a truck route plan restricting truck travel to arterial roadways.	Ongoing. Enforced by Engineering Division

## SOILS AND GEOLOGY

Policy/Program	Description	Status
<b>Goal GEO-1</b>	<b>Protection of the residents' health and safety and of their property, from geologic and seismic hazards.</b>	
Policy GEO-1.1	The City shall maintain and periodically update an information database and maps that identify local and regional geologic and seismic conditions.	The Building Division relies on the California Building Code and ASCE 7 for local and regional geologic and seismic conditions (Reference "ASCE 7 Hazard Tool")
Program GEO-1.1.a	The City shall periodically confer with the California Division of Mines and Geology, Riverside County, neighboring communities, and other appropriate agencies to improve and routinely update the database.	No activity
Policy GEO-1.2	The City shall continue to require that development in areas subject to rockfall, landslide, liquefaction and/or other geotechnical hazards described in this Element, prepare detailed geotechnical analyses that include mitigation measures that minimize such hazards.	Ongoing. Implemented through the CEQA process, by Building Codes and Public Works Dept. review.
Policy GEO-1.3	The City shall require that development in areas subject to collapsible or expansive soils conduct soil sampling and laboratory testing and implement mitigation measures that minimize such hazards.	Ongoing. Implemented through the CEQA process, by Building Codes and Public Works Dept. review.
Program GEO-1.3.a	The Building and Safety Department shall review and determine the adequacy of soils and/or other geotechnical studies conducted for proposed projects and enforce the implementation of mitigation measures.	Building Division reviews geotechnical reports in relation to structures per the most current version of the California Building Code.
Policy GEO-1.4	The City shall require that all new structures be built in accordance with the latest adopted version of the Building Code.	Ongoing. Enforced by Building Division.
Policy GEO-1.5	The City shall continue to require that structures that pose a safety threat due to inadequate seismic design are retrofitted or removed from use, according to law.	Ongoing, Case-by-case.
Policy GEO-1.6	The City shall coordinate and cooperate with public and quasi-public agencies to ensure that major utilities continue to be functional in the event of a major earthquake.	Ongoing. Enforced through EOP.
Program GEO-1.6.a	The City shall maintain working relationships and strategies between the Public Works Department, utility providers, and other appropriate agencies to strengthen or relocate utility facilities and take other appropriate measures to safeguard major utility distribution systems.	Ongoing. Enforced through EOP.



## FLOODING AND HYDROLOGY

Policy/Program	Description	Status
<b>GOAL FH-1</b>	<b>Protection of the health, safety and welfare of the community from flooding and hydrological hazards.</b>	
Policy FH-1.1	The City shall monitor and update its 2009 Master Drainage Plan every 5 years, or as needed, to reflect changes in local and regional drainage and flood conditions.	Public Works currently monitors
Policy FH-1.2	The City shall coordinate efforts to update floodplain mapping in all areas of the City, particularly those where potential flood impacts are not yet known.	Public Works currently monitors, recently updated maps in General Plan.
Program FH-1.2.a	The City shall coordinate and cooperate with CVWD in the filing of FEMA applications to amend the Flood Insurance Rate Maps, as necessary.	Implemented as development applications are submitted.
Policy FH-1.3	The City shall continue to implement development standards that provide for a reduction in runoff from developed lands and are consistent with local and regional stormwater management plans.	Implemented as development applications are submitted.
Program FH-1.3.a	New development shall continue to be required to construct on-site retention/detention basins and other necessary stormwater management facilities that are capable of managing 100-year stormwater flows.	Implemented as development applications are submitted.
Policy FH-1.4	The City shall coordinate with CVWD regarding the implementation of measures which protect bridge crossings from the scouring and erosive effects of flooding.	Continued coordination with CVWD.
Program FH-1.4.a	The Public Works Department will work with CVWD to inspect bridge crossings for scour damage during and after significant flooding events.	Continued coordination with CVWD.
Program FH-1.4.b	The City shall coordinate with the appropriate state agencies to participate in the state's bridge scour inventory and evaluation program.	Public Works currently monitors
Policy FH-1.5	The City shall coordinate with CVWD to minimize the potential for the occurrence of inundation from levee or water tank failure, including seismically induced inundation.	Continued coordination with CVWD.
Program FH-1.5.a	The City shall annually request a status update from the Coachella Valley Water District of their monitoring of the structural safety of the levees around Lake Cahuilla and along the Coachella Valley Stormwater Channel and the La Quinta Evacuation Channel.	Continued coordination with CVWD.
Program FH-1.5.b	The City shall annually request a status update from the Coachella Valley Water District of their monitoring of the structural integrity of above-ground water tanks and reservoirs, and where needed, the implementation of bracing techniques to minimize potential structural damage and/or failure.	Continued coordination with CVWD.
Policy FH-1.6	Major drainage facilities, including debris basins, retention/detention basins, and flood control facilities shall provide for the enhancement of wildlife habitat and community open space to the greatest extent feasible, while still maintaining their functional qualities.	Ongoing, reviewed with development projects.
Policy FH-1.7	New critical facilities shall not be constructed within the boundaries of the 100-year flood plain.	Village Master Plan of Drainage updated in 2016-2017.

Policy FH-1.8	Development within drainage areas and stormwater facilities shall be limited to recreational uses such as golf courses, lakes, sports or play fields, and similar uses.	Watercourse or open space designation allow only for golf courses, lakes, sports or play fields and similar uses.
Policy FH-1.9	The City shall periodically monitor and update, as needed, evacuation routes to ensure safe ingress and egress for residents and emergency vehicles in the Cove and southern neighborhoods in the event of a major flood.	Implemented by Emergency Operations Plan
Program FH-1.9.a	The City shall provide maps and other information concerning evacuation routes to residents of the Cove, Riverside County Fire Department, Sheriff's Department and other appropriate agencies.	Ongoing.

## HAZARDOUS MATERIALS

Policy/Program	Description	Status
<b>GOAL HAZ-1</b>	<b>Protection of residents from the potential impacts of hazardous and toxic materials.</b>	
Policy HAZ-1.1	The storage, transport, use and disposal of hazardous materials shall comply with all City, County, State and federal standards.	Ongoing. Burrtec Waste & Recycling Services provides an e-waste disposal program and the Riverside County 24-hour hotline provides the LQ residents with proper disposal facilities.
Program HAZ-1.1.a	Continue to coordinate with all appropriate agencies to assure that local, State and federal regulations are enforced.	Ongoing. Coordinated through fire department
Program HAZ-1.1.b	Development plans for projects which may store, use or transport hazardous materials shall continue to be routed to the Fire Department and the Department of Environmental Health for review.	Ongoing. Implemented through the CEQA process.
Program HAZ-1.1.c	The City's Emergency Services Division shall maintain a comprehensive inventory of all hazardous waste sites within the City, including underground fuel storage tanks.	City and County of Riverside Environmental Health Hazardous Waste division keeps inventory.
Policy HAZ-1.2	To the extent empowered, the City shall regulate the generation, delivery, use and storage of hazardous materials.	Ongoing. Implemented through Fire & Police, County Environmental Health. County of Riverside Environmental Health Hazardous Waste division keeps inventory for City. Regulation happens at initial permitting process only, but not on regular basis.
Program HAZ-1.2.a	All facilities which produce, utilize, store or transport hazardous materials shall be constructed in strict conformance with all applicable Building and Fire Codes.	Ongoing. Implemented through building plan checks
Policy HAZ-1.3	Support Household Hazardous Waste disposal.	Ongoing. coordinate with burrtec
Program HAZ-1.3.a	Continue to work with the County to assure regular household hazardous waste disposal events are held in and around the City.	Regular events scheduled in cooperation with Burrtec, CVAG.
Program HAZ-1.3.b	Educate the City's residents on the proper disposal of household hazardous waste through the City's newsletter and by providing educational materials at City Hall.	Ongoing. Burrtec provides an e-waste disposal program and the Riverside County 24-hour hotline provides La Quinta residents with proper disposal facilities.

Fire Hazards		
Policy/Program	Description	Status
<b>GOAL FIRE-1</b>	<b>Protection of the community and its property from the unreasonable risk of wildfire.</b>	
Policy FIRE-1.1	The City shall minimize the exposure of the community and its property to the impacts of wildland and structural fires.	Ongoing.
Program FIRE-1.1.a	The City shall require and enforce active vegetation management in the open space areas and urban areas. The City shall coordinate with the Fire Department and Homeowner Associations to ensure adequate maintenance of landscape and open areas and minimize potential fire hazard from overly dry or dead vegetation and debris.	Ongoing. Code enforcement has an active weed abatement program.
Program FIRE-1.2.a	The City shall require future development in the vicinity of Moderate or Very High Fire Hazard Severity Zones to comply with Riverside County Fire Department safety recommendations for fuel modification plans and clearance/defensible space around property.	Ongoing with review of development applications.
Program FIRE-1.3.a	The City shall adhere to the guidelines set forth in the County of Riverside Multi-Jurisdictional Local Hazard Mitigation Plan and the City's Local Hazard Mitigation Plan.	Ongoing.
Program FIRE-1.4.a	Through the City's existing partnership with HERO and Ygrene, the City shall disseminate information on use of metal or tile roofing, minimum of dual-pane windows, and fire retardant materials that reduce potential risk and damage in a fire event.	Ongoing.

## CLIMATE CHANGE

Policy/Program	Description	Status
<b>GOAL CLI-1</b>	<b>Protection of the health, safety and welfare of the community through building adaptation and resiliency to climate change.</b>	
Policy CLI-1.1	The City shall identify and assess population vulnerabilities to the impacts of climate change and related hazards in the City.	Ongoing, planned completion with 2028 LHMP.
Program CLI-1.1.a	The City shall incorporate a full vulnerability assessment in its next update of the Local Hazard Mitigation Plan (LHMP) according to Phase 2 of the California Adaptation Planning Guide. Information should be gathered during annual monitoring and update of the LHMP in this five year cycle.	Ongoing, planned completion with 2028 LHMP.
Program CLI-1.1.b	The City shall review and circulate findings of the vulnerability assessment with applicable City departments to carry out necessary actions to protect the vulnerable populations, assets, and functions.	Ongoing during LHMP preparation and subsequent updates.
Policy CLI-1.2	The City shall develop new strategies, or modify and update existing strategies within its regulatory capabilities in response to the impacts of climate change and related hazards.	Ongoing
Program CLI-1.2.a	The City shall review the latest publications and regulations on climate change adaptation to inform future policy making, including maintenance of the Emergency Operations Plan, Local Hazard Mitigation Plan update, and General Plan/Specific Plans and updates.	Ongoing
Program CLI-1.2.b	During development review process, avoid new development that increase the risk to climate-related hazards, or redevelopment that worsens the existing vulnerability as identified in the LHMP, General Plan, CEQA or other regulatory documents.	Ongoing with development review process.
Policy CLI-1.3	The City shall conduct effective communication on climate change adaptation to reach all segments of the community and encourage active participation at all levels.	Ongoing
Program CLI-1.3.a	Consider disseminating current information and/or key updates on climate change adaptation on the City website such as under Local Resources, during the annual community workshop, and other local events including farmer's market.	Ongoing
Program CLI-1.3.b	Ensure a sound and effective emergency communication system as planned in the LHMP and Emergency Operations Plan, and consider new media streams such as widely used mobile applications by the community.	Ongoing, City uses text platform such as Nixle to disseminate information regarding emergencies.

EMERGENCY SERVICES		
Policy/Program	Description	Status
<b>GOAL ES-1</b>	<b>An effective and comprehensive response to all emergency service needs.</b>	
Policy ES-1.1	The City shall continue to work with the Riverside County Fire Department to accurately forecast future needs and provide adequate and timely expansion of services and facilities based on service capabilities and response times.	Ongoing. Fire Department participates in project review with City staff for development projects.
Program ES-1.1.a	Maintain the Fire Facilities component of the City's Development Impact Fee to assure that new development pays its fair share of future fire stations.	Ongoing. Currently enforced.
Policy ES-1.2	New development proposals shall continue to be routed to the Fire Department to assure that project access and design provide for maximum fire and life safety.	Ongoing. Fire Department participates in project review.
Policy ES-1.3	The City shall continue to work with the Fire Department to maintain or improve the current ISO rating in order to reduce insurance premiums for City residents and businesses.	Fire Department coordinates fire rating with ISO, based on facilities and response times.
Policy ES- 1.4	The City shall coordinate with adjacent jurisdictions to consider joint funding of fire facilities based upon service area.	Complete and ongoing. Existing reciprocal agreements in place
Policy ES-1.5	The City shall continue to work with the Riverside County Sheriff's Department to accurately forecast future needs and provide adequate and timely expansion of services and facilities.	Ongoing. City does this on an annual basis and with new development proposals.
Policy ES-1.6	New development proposals shall continue to be routed to the Police Department to assure that project access and design provide for defensible space and maximum crime prevention while maintaining City design standards and codes.	Ongoing. Police Department participates in project review.
Policy ES-1.7	The City shall coordinate with the Sheriff's Department to assure that community-based policing and community programs that encourage resident participation are implemented to the greatest extent possible.	Ongoing. Part of contract review with sheriff. A community service officer is contracted for this purpose.
Policy ES-1.8	The City should maintain an emergency response program consistent with State law, and coordinate with surrounding cities, Riverside County and other emergency service providers.	Ongoing. Enforced by the EOC, quarterly Operational Area Planning Committee Meetings, and bi-monthly Riverside County Emergency Managers Association meetings.
Program ES-1.8.a	Periodically review and update the Emergency Operations Plan to address the City's growth in population and built environment, as well as new emergency response techniques.	Ongoing. Implemented by Public Safety Department.
Program ES-1.8.b	Coordinate all emergency preparedness and response plans with neighboring cities, the County of Riverside, local health care providers and utility purveyors, and the California Emergency Management Agency (CalEMA).	Ongoing, City coordinates with Cal OES now instead of CalEMA. Enforced by the EOC, quarterly Operational Area Planning Committee Meetings, and bi-monthly Riverside County Emergency Managers Association meetings.
Program ES-1.8.c	Continue coordinated training for City Emergency Response Team members, Community Emergency Response Team (CERT) volunteers, and related response agency personnel.	Ongoing. Continued training at City. The basic 20 hour FEMA CERT training course is offered year round thru County of Riverside Emergency Management Dept.

Policy ES-1.9	Critical facilities, such as police and fire stations, hospitals and clinics, schools and utility substations, should be sited away from identified hazard areas.	Complete. General Plan Land Use Map implements this.
Program ES-1.9.a	Review and amend, as appropriate, development regulations to ensure critical facilities are not located in an area identified in the General Plan as a hazard area.	Case-by-case
Policy ES-1.10	The City should provide education programs and literature to its residents, business people and property owners on earthquake preparedness, fire safety, flooding hazards and other emergencies.	Ongoing. Public Safety Department is responsible for this.
Program ES-1.10.a	Maintain and distribute emergency preparedness information and handouts at City Hall, the Senior Center and Library, and at community events. Additionally, the City's website and other media resources shall be utilized to inform and educate residents and business owners on emergency preparedness matters.	Ongoing. Public Safety Department provides information and training to the public.
Program ES-1.10.b	The Emergency Services Division will continue to coordinate city-wide emergency response exercises as appropriate, as well as training programs for City staff and Community Emergency Response Team (CERT) volunteers, and will publicize training sessions to City residents and business owners.	Ongoing. Continued training at City. The basic 20 hour FEMA CERT training course is offered year round thru County of Riverside Emergency Management Dept.

## WATER, SEWER, & UTILITIES

Policy/Program	Description	Status
<b>GOAL UTL-1</b>	<b>Domestic water facilities and services which adequately serve the existing and long-term needs of the City.</b>	
Policy UTL-1.1	The City should coordinate with the Coachella Valley Water District to assure that sufficient water supplies are available to sustain current and future development.	Ongoing. CVWD participates in project review.
Program UTL-1.1.a	Work with the Coachella Valley Water District to expand the availability of tertiary treated water, non-potable canal water, and encourage its use for landscape irrigation purposes, especially for irrigating golf courses and other large landscaped areas.	Ongoing. CVWD continues to expand tertiary treatment. Project approvals limit water features and similar high consumption uses.
Program UTL-1.1.b	Continue to work with CVWD on water conservation programs (such as landscaping conversion and smart irrigation control) to reduce domestic water use, which will result in the need for fewer domestic water facilities and services to adequately serve the existing and long-term needs of the City.	Ongoing. Water efficient landscaping ordinance; building code requirements. All landscape plans must be approved by CVWD. Water efficiency certification is required of landscape businesses.
Policy UTL-1.2	The City should encourage the conservation of water.	Ongoing. Water efficient landscaping ordinance; building code requirements. All landscape plans must be approved by CVWD. Water efficiency certification is required of landscape businesses.
Program UTL-1.2.a	Develop programs, both in conjunction with the Coachella Valley Water District and independently, to allow and encourage the retrofitting of existing water-intensive appliances and irrigation systems in existing development.	No Activity. Limited resources to support these programs.
Program UTL-1.2.b	City and private sector development projects shall implement water efficient landscaping plans which meet or exceed current water efficiency standards.	Ongoing. Water efficient landscaping ordinance; building code requirements. All landscape plans must be approved by CVWD. Water efficiency certification is required of landscape businesses.
Policy UTL-1.3	New development shall reduce its projected water consumption rates over “business-as-usual” consumption rates.	Ongoing. Water efficient landscape ordinance requires water efficiency.
Policy UTL-1.4	Review and amend Development Standards to require that all new development demonstrate a reduction of domestic water consumption equivalent to, or exceeding, the CalGreen Tier One standards in effect at the time of development.	Ongoing. Water efficient landscape ordinance requires water efficiency.
<b>GOAL UTL-2</b>	<b>Sanitary sewer facilities and services which adequately serve the existing and long-term needs of the City.</b>	
Policy UTL-2.1	All new development should be required to connect to sanitary sewer service.	Ongoing. This is a requirement.
Program UTL-2.1.a	Review and amend Development Standards and Review Procedures to ensure coordination with the Coachella Valley Water District and assurance that existing sewer service along with the extension of sewer service is capable of meeting the needs of current and forecasted development.	Ongoing. All new projects located in proximity to sewer are required to connect or expand sewer systems in order to be part of the existing sewer system.



Policy UTL-2.2	Septic systems for the treatment of sewage should be replaced with sanitary sewer service throughout the City.	All new projects located in proximity to sewer are required to connect or expand sewer systems in order to be part of the existing sewer system. Continued coordination with CVWD regarding status of septic tanks.
Program UTL-2.2.a	Coordinate with the Coachella Valley Water District and encourage the elimination of septic systems where they occur within the City.	All new projects located in proximity to sewer are required to connect or expand sewer systems in order to be part of the existing sewer system. Continued coordination with CVWD regarding status of septic tanks.

## PUBLIC FACILITIES

Policy/Program	Description	Status
<b>GOAL PF-1</b>	<b>Public facilities and services that are available, adequate and convenient to all City residents.</b>	
Policy PF-1.1	The City shall expand or modify municipal services to meet the needs of the community.	Ongoing. Annually with City Budget.
Policy PF-1.2	Periodically evaluate the demand for municipal services and facilities, and include construction and expansion of these facilities to assure timely completion.	Ongoing. Implemented through DIF and CIP. Annually with City Budget
Program PF-1.2.a	The City will annually review municipal facilities as part of its Capital Improvement Program planning.	Ongoing. CIP updated annually.
Policy PF-1.3	The City shall identify all viable financing mechanisms for the funding of construction, maintenance and operation of municipal facilities.	Ongoing. Implemented for each CIP project.
Program PF-1.3.a	The Development Impact Fee program shall be monitored regularly to assure it is providing current and effective funding contributions to the City.	Ongoing. DIF update scheduled for this year.
Policy PF-1.4	The design and construction of municipal facilities shall comply with all the processes and development standards that apply to privately constructed facilities.	Ongoing. Implemented as projects are constructed.
Policy PF-1.5	The City shall continue to coordinate with the County of Riverside to assure that library facilities and services are expanded as demand warrants.	Ongoing. Community Resources Department regularly coordinates with the library.
Policy PF-1.6	The City shall coordinate with the Desert Sands and Coachella Valley Unified School Districts and encourage the Districts to plan for and construct new schools to meet demand.	Ongoing. Community Resources coordinates with school districts.
Program PF-1.6.a	Development proposals will continue to be routed to the appropriate District for review and comment early in the planning and entitlement process.	Ongoing. School Districts are provided project plans and opportunity to comment.
Program PF-1.6.b	The City shall continue to support the payment of school impact fees by all eligible new development projects.	Ongoing. School fees must be paid prior to building permit issuance.
Program PF-1.6.c	The City shall modify the Land Use Map to show new school facilities as Major Community Facilities as new schools are developed.	Ongoing. Included in Land Use Map.
Policy PF-1.7	The City shall continue to explore the potential for the joint purchase or use of recreational facilities with the Desert Sands and Coachella Valley Unified School Districts, as well as the Coachella Valley Recreation and Park District.	Ongoing.

**CITY OF LA QUINTA - HOUSING ELEMENT ANNUAL PROGRESS REPORT  
2023 CALENDAR YEAR**

The Housing Element Annual Progress Report (APR) was prepared to identify the City’s progress in satisfying its share of the regional housing needs and Housing Element programs. This report was prepared to be consistent with the guidelines by the State Department of Housing and Community Development (HCD). The APR includes the following information:

1. Housing Development Applications Submitted (Table 1)
  - a. Includes data on housing units and developments for which an application was submitted and deemed complete during the 2023 Calendar Year;
  - b. Applications are for discretionary entitlements or building permits.

**Table 1  
2023 Housing Development Applications Submitted**

	<b>New Building Construction Plan Applications</b>	<b>New Entitlement Project Applications*</b>
<b>Single Family Detached</b>	7	64
<b>Single Family Attached</b>	0	20
<b>2-4 Units</b>	0	5
<b>5+ Units</b>	0	0
<b>Mobile Homes</b>	0	0
<b>Total Number of Units</b>	<b>7</b>	<b>89</b>

\*Entitlement project applications received in 2023 include the following:

1. McQuaid Studio – 5 units
  2. Andalusia – 64 units
  3. The Fountains of La Quinta – 20 units
2. Annual Building Activity Report Summary (Table 2)
    - a. Includes data for very low, low, moderate and above moderate-income housing and mixed-income projects;
    - b. Includes data on net new housing units and developments that have received an entitlement, building permit, or certificate of occupancy during the 2023 Calendar Year.

**Table 2**  
**2023 Annual Building Activity Report Summary**

	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total Number of Units
Single Family Detached	0	0	0	257	257
Single Family Attached	0	0	0	0	0
2-4 Units	0	0	0	0	0
5+ Units	0	0	0	56	56
Mobile Homes	0	0	0	0	0
Accessory Dwelling Units	0	0	0	5	5
<b>Total Number of Units</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>318</b>	<b>318</b>

3. Regional Housing Needs Allocation Progress (Table 3)

- a. Provides a summary of permitting activity in the current planning cycle (2022-2029);
- b. Includes permitting activity, by affordability, for the 2023 Calendar Year.

The Southern California Association of Governments (SCAG) prepared a Regional Housing Needs Allocation (RHNA) to identify the housing needs for each jurisdiction within the SCAG region. SCAG, through the RHNA process, assigned La Quinta a share of the region’s new housing units that should be constructed in the 2022-2029 planning period to satisfy regional housing needs. SCAG determined the City’s share of RHNA to be 1,530 units.

**Table 3**  
**City’s Progress in Meeting its Share of RHNA for Period 2022-2029**

Reporting Year	Very Low	Low	Moderate	Above Moderate	Total
2021 (October through December)	0	0	0	66	66
2022	0	0	0	526	526
2023	0	0	0	318	318
<b>Total Units</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>910</b>	<b>910</b>
<b>Projected Need (RHNA)</b>	<b>420</b>	<b>269</b>	<b>297</b>	<b>544</b>	<b>1,530</b>
<b>Remaining Need</b>	<b>420</b>	<b>269</b>	<b>297</b>	<b>0</b>	<b>986</b>

4. Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net Loss Law
  - a. Includes information regarding a shortfall of housing sites identified in the housing element, an unaccommodated need of sites or identification of additional sites or is identifying additional sites required by No Net Loss law pursuant to Government Code Section 65863;
  - b. There is no shortfall of sites identified in the Housing Element. An amendment to the Housing Element was reviewed and approved by HCD in February 2024 which added three sites to the inventory. These have already been reported to HCD and since there is no pending net loss, there is no need to identify sites in this report.
5. Program implementation Status
  - a. Includes status/progress of housing element program and policy implementation;
  - b. This information is included in Attachment 2.
6. Commercial Development Bonus Approved
  - a. Pertains to commercial development that has agreed to contribute affordable housing through a joint project or two separate projects encompassing affordable housing where a development bonus has been implemented through an agreement with the City;
  - b. The City does not have any projects in this category to report for Calendar Year 2023.
7. Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites (Optional report)
  - a. May be used to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, if any;
  - b. The City does not have any projects in this category to report for Calendar Year 2023.
8. Multifamily Units Converted to Moderate Income
  - a. May be used to report multifamily units that have been converted to deed restricted moderate income housing to receive RHNA credit.
  - b. The City does not have any projects in this category to report for Calendar Year 2023.
9. Locally Owned Lands from the Housing Element Sites Inventory
  - a. Cities are required to include a listing of sites owned by the locality that were included in the housing element sites inventory and were sold, leased, or otherwise disposed of during the reporting year;

- b. The City has no such sites.

#### 10. Locally Owned Surplus Sites

- a. Cities are required to create an inventory of surplus lands and all lands in excess of its foreseeable needs, if any, located in all urbanized areas and urban clusters, as designated by the United States Census Bureau, within the jurisdiction of the city that the city or any of its departments, agencies, or authorities owns or controls;
- b. Four parcels at La Fonda and Desert Club Drive are included on the surplus land inventory.

#### 11. Lot Splits Applied For or Units Constructed (SB9)

- a. Cities are required to report how many units were approved, permitted or constructed pursuant to SB9 (2021) which requires the city to ministerially approve either or both of the following:
  - i. A housing development of no more than two units (duplex) in a single-family zone.
  - ii. The subdivision of a parcel zoned for residential use, into two approximately equal parcels (lot split), as specified.
- b. The City has no such units to report for Calendar Year 2023.

#### 12. Student Housing Development with a Density Bonus Approved

- a. Student housing developments meeting the following requirements are to be reported:
  - i. Twenty percent of the total units for lower income students in a student housing development that meets the following requirements:
    - 1. All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. The developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions.
    - 2. The applicable 20-percent units will be used for lower income students.
    - 3. The rent provided in the applicable units of the development for lower income students shall be calculated at 30 percent of 65

percent of the area median income for a single-room occupancy unit type.

4. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in paragraph (3) of subdivision (e) of Section 103577 of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.

b. The City has no such units to report for Calendar Year 2023.

### 13. Local Early Action Planning (LEAP) Reporting

- a. Recipients of LEAP grants shall annually report on the status of proposed uses on those funds;
- b. A breakdown and status of those funds are as follows:
  - i. Housing Element Update Consultation (\$70,000) – Task Complete;
  - ii. Rezoning/Upzoning Analysis (\$40,000) – Task Currently Ongoing;
  - iii. Sample Site Planning Affordable Housing (\$40,000) – Task Currently Ongoing.

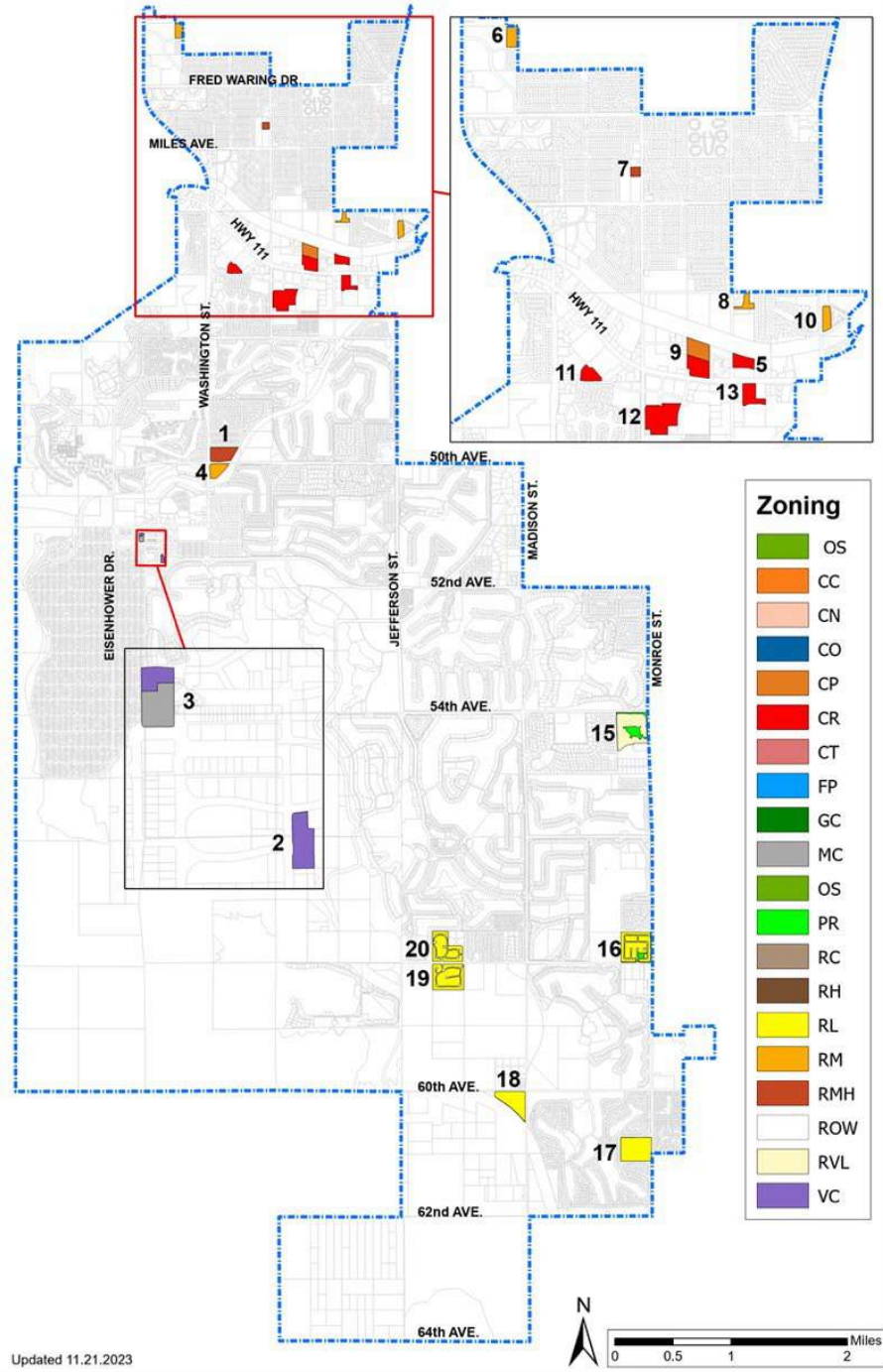
**Table II-50  
Vacant Land Inventory**

Map Key	APN	Acres	Existing GP	Existing Zoning	Projected Density	Projected Yield
<b>Very Low, Low and Moderate Income Sites</b>						
1	646-070-016	13.84	MHDR	RMH (AHO)	20	280
2*	770156007	0.23	VC	VC	14	4
	770156010	0.39	VC	VC	14	5
	770181009	0.36	VC	VC	14	5
3 (City Owned)	773078005	0.11	MC/VC	MC/VC	14	1
	773078006	0.11	MC/VC	MC/VC	14	1
	773078007	0.11	MC/VC	MC/VC	14	1
	773078016	0.12	MC/VC	MC/VC	14	2
	773078017	0.12	MC/VC	MC/VC	14	2
	773078034	1.11	MC/VC	MC/VC	14	15
4	77004012	7.6	MHDR	RMH	9	64
5 (City Owned)	600030018	5.1	CG	CR(AHO)	36	180
6**	609051002	4.78	MHDR	RM	12	57
7	604-032-042	1.88	MHDR	RMH	12	22
8 (City Owned)	600-030-010	2.72 of 11.29	MHDR	RMH	19	52
9	600-390-024	15.14	CG	CP/CR	18	273
10*	600080001	0.19	MHDR	RM	10	2
	600080002	0.19	MHDR	RM	10	2
	600080003	0.19	MHDR	RM	10	2
	600080004	0.19	MHDR	RM	10	2
	600080005	0.19	MHDR	RM	10	2
	600080006	0.19	MHDR	RM	10	2
	600080007	0.19	MHDR	RM	10	2
	600080008	0.19	MHDR	RM	10	2
	600080009	0.21	MHDR	RM	10	2
	600080041	2.4	MHDR	RM	10	24
11	643-020-025	4.81	CG	CR	26	126
12*	600340050	4.46	MHDR	RM	8	36
	600340051	13.01	MHDR	RM	8	104
13 (City Owned)	600-020-057	6.42	CG	CR	18	116
<b>Total Very Low, Low and Moderate Income Sites</b>						1,373
*Moderate income site						
**Site 6, listed above in this inventory of sites, is the "substitute" Site 6 considered and approved by the La Quinta City Council during its November 21, 2023, public hearing on General Plan Amendment 2022-0002 related to the La Quinta Village Apartments project; Applicant: Irwin Partners Architects						



**Table II-50  
Vacant Land Inventory**

Map Key	APN	Acres	Existing GP	Existing Zoning	Projected Density	Projected Yield
<b>Above Moderate Income Sites</b>		<b>Acres</b>	<b>Existing GP</b>	<b>Existing Zoning</b>	<b>Projected Density</b>	<b>Projected Yield</b>
15	Various	40.76	LDR/OS-R	RVL/PR	3	90
16	Various	37.43	LDR	RL/PR	3	60
17	Various	29.56	LDR	RL	3	94
18	Various	20.72	LDR	RL	3	57
19	Various	33.07	LDR	RL	3	85
20	Various	28.76	LDR	RL	3	70
<b>Total Above Moderate Sites</b>						456
<b>Total All Sites</b>						<b>1,829</b>



# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES WITH IN-SITE LANDSCAPE ARCHITECTURE TO PROVIDE ADDITIONAL ENGINEERING DESIGN AND ELECTRICAL LOCATING SERVICES FOR THE FRITZ BURNS PARK IMPROVEMENTS PROJECT NO. 2021-02

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### RECOMMENDATION

Approve Amendment No. 3 to the Agreement for Contract Services with IN-SITE Landscape Architecture to provide additional engineering design to prepare a water quality management plan, expanded parking lot design, and electrical locating services for the Fritz Burns Park Improvements Project No. 2021-02; and authorize the City Manager to execute the amendment.

### EXECUTIVE SUMMARY

- Fritz Burns Park (Park) is located on the corner of Avenue 52 and Avenida Bermudas (Attachment 1) and currently contains:
  - Swimming pool
  - Children's play area
  - Picnic tables and benches
  - Restrooms
  - 4 tennis courts
  - 16 pickleball courts
  - Skate park
  - Dog park
  - Parking lot and off-street parking
- The La Quinta community identified additional amenities at the Park as a priority during the 2021 annual Community Workshop.
- A Draft Master Plan was prepared, and community outreach was conducted for the Fritz Burns Park Improvements Project (Project).
- On September 19, 2023, Council approved the Fritz Burns Park Master Plan (Master Plan), authorized the design phase, and approved Amendment No. 2 with In-site Landscape Architecture (IN-SITE) to provide engineering design services for the Project.
- The proposed Amendment No. 3 includes additional engineering design to prepare a water quality management plan (WQMP), expanded parking lot design, and provide existing electrical locating services.

**FISCAL IMPACT**

The Capital Improvement Program (CIP) currently includes funding for this Project in the amount of \$6,350,000. Funds are available in the Project budget (401-0000-60185 2021-02D) for the proposed amendment in the amount of \$20,730 for additional engineering design to prepare a WQMP, expanded parking lot design, and provide existing electrical locating services, in addition to the existing master planning, engineering design, and construction support services agreement amount of \$440,610, for a total contract amount of \$461,340.

The cost estimate per construction phase is:

<b>Construction Phase</b>	<b>Cost Estimate</b>
Phase 1	\$3,672,539
Phase 2	\$390,517
Phase 3	\$1,367,126
<b>TOTAL</b>	<b>\$5,430,182</b>

The proposed project budget is as follows:

	<b>Proposed Budget</b>
Master Plan / Design	\$461,340
Project Management	\$60,000
Construction	\$5,430,182
Inspection/Testing/Survey	\$75,000
Contingency	\$323,478
<b>TOTAL</b>	<b>\$6,350,000</b>

**BACKGROUND/ANALYSIS**

The total Project area is 7.5 acres, located on the southeast corner of Avenue 52 and Avenida Bermudas. The Fritz Burns property was donated to the City to serve as a noncommercial public space. The property currently has a regional Park and is adjacent to the City’s Corporate Yard and Fire Station No. 32. The Park contains a swimming pool, children's play area, picnic tables and benches, restrooms, four (4) tennis courts, sixteen (16) pickleball courts, a skate park, a dog park, parking lot and off-street parking.

The La Quinta community identified additional amenities at the Park as a priority during the 2021 annual Community Workshop. Subsequently, funding was included in the fiscal year (FY) 2021/22 CIP to provide master planning services, in FY 2022/23 CIP to provide design services, and in FY 2023/24 CIP for the construction phase.

Following a request for proposals in 2022, IN-SITE was selected to provide master planning services for this Project and a draft Master Plan was prepared. Community outreach was conducted, and feedback was incorporated into the Master Plan.

In September 2023, Council approved the Master Plan, Amendment No. 2 for engineering design and construction support, and authorized the design phase. The approved Master Plan identified four (4) phases to implement additional amenities, the first phase included the conversion of two (2) tennis courts to eight (8) pickleball courts, and the replacement of the existing shade structures over the pickleball and tennis courts. This first phase was completed as a maintenance project in June 2023. The improvements for the three (3) remaining construction phases are outlined below:

**Phase 1:**

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

**Phase 2:**

- ✓ Modified existing parking lot;
- ✓ New expanded parking lot with tree islands and improved on-street parking along Francis Hack Lane;
- ✓ Electric Vehicle charging stations.

**Phase 3:**

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

The proposed Amendment No. 3 includes additional engineering design to prepare a water quality management plan, expanded parking lot design, and provide existing electrical locating services.

**ALTERNATIVES**

Council may elect to amend or not to approve Amendment No. 3.

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

Attachments: 1. Fritz Burns Park Improvements Project Master Plan  
2. Amendment No. 3 with IN-SITE Landscape Architecture

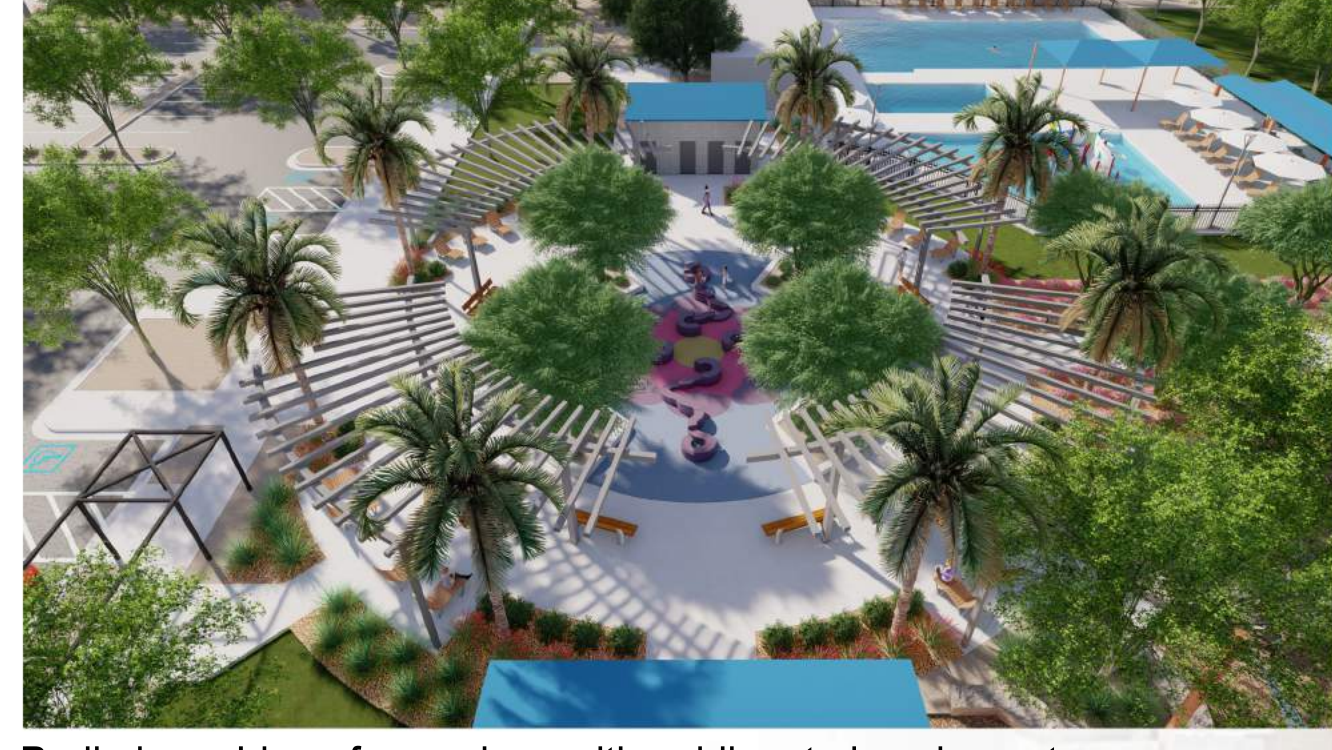
# FRITZ BURNS PARK MASTER PLAN



Preliminary Idea of the Tree-lined promenade with seating



Preliminary Idea of the Pool expansion with Water Playground



Preliminary Idea of new plaza with public art play element



Preliminary Idea of new plaza with public art play element



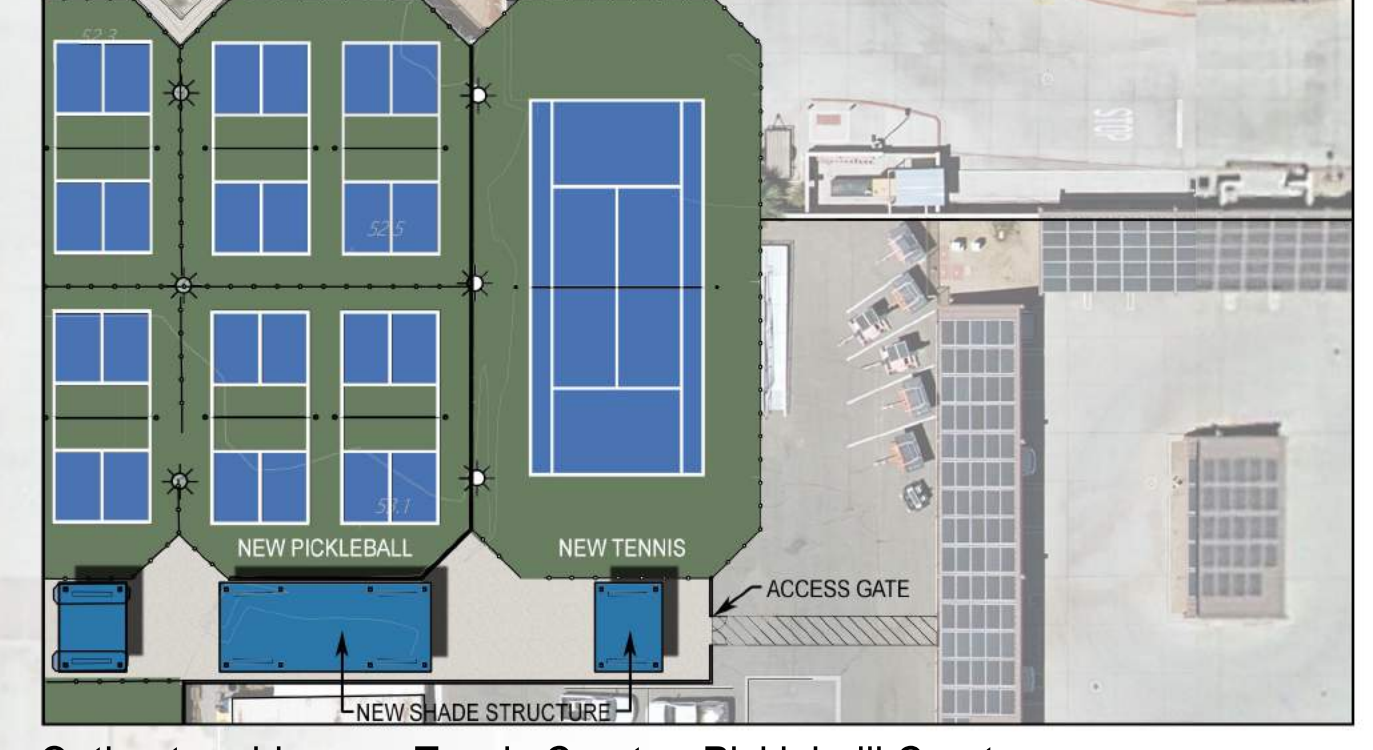
Preliminary Idea of enhanced shading and landscaping of parking



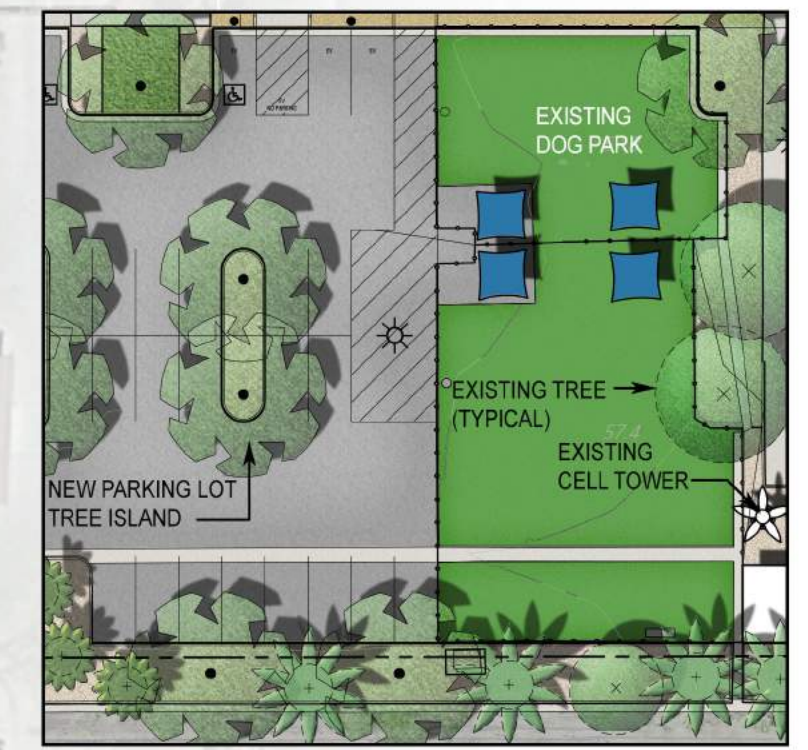
Preliminary Idea of the eight additional pickleball courts



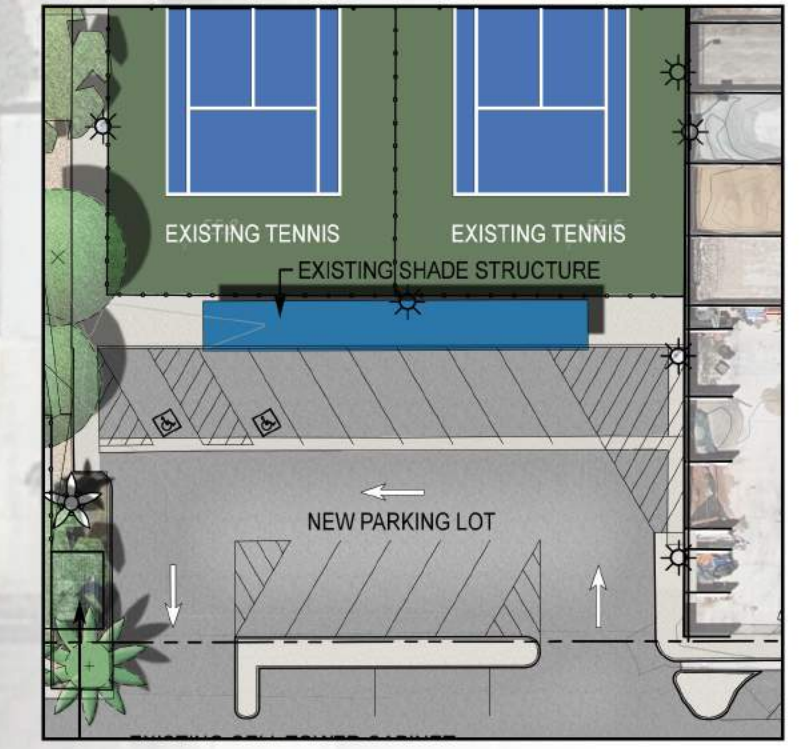
Preliminary Idea of the Expanded Playground with Shade and Lighting



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



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



Option to Remove Skate Park and Expand Parking Lot

(All Preliminary Ideas are subject to change)

**AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES  
WITH INSITE LANDSCAPE ARCHITECTURE (CONTRACTING PARTY)**

This Amendment No. 3 (“Amendment 2”) to Agreement for Contract Services (“Agreement”) is made and entered into as of the 20<sup>th</sup> day of March, 2024, (“Effective Date”) by and between the CITY OF LA QUINTA (“City”), a California municipal corporation and IN-SITE Landscape Architecture, a California Corporation (“Contracting Party”).

**RECITALS**

WHEREAS, on or about May 4, 2022, the City and Contracting Party entered into an Agreement to provide Master Planning for Fritz Burns Park Improvement Project No. 2021-02, for a total not to exceed amount of \$79,375. The Initial Term of the Agreement expired on June 30, 2023; and

WHEREAS, on or about June 27, 2023, the City and Contracting Party executed Amendment No. 1 to the Agreement and mutually agreed to amend Section 3.4 Term, to extend the term of the Agreement for one additional two-year term from July 1, 2023, through June 30, 2025 (“Extended Term”); and

WHEREAS, on or about September 20, 2023, the City and Contracting Party executed Amendment No. 2 and mutually agreed to amend Section 1.1, Scope of Services, of the Agreement to provide additional services to include preliminary engineering and construction support services and section 2.1 Contract Sum of the Agreement and increase the total compensation by an additional amount of \$361,235, for a grand total not to exceed amount of \$440,610; and

WHEREAS, The City and contracting Party mutually agree to amend Section 1.1, Scope of Services, of the Agreement to provide additional services to include additional engineering design to prepare a water quality management plan, expanded parking lot design, and provide electrical circuit mapping services as identified in Exhibit A – Project Assignment, included in this Amendment No. 3; and

WHEREAS, The City and contracting Party mutually agree to amend Section 2.1 Contract Sum of the Agreement and increase the total compensation by an additional amount of \$20,730 for the additional engineering design to prepare a water quality management plan, expanded parking lot design and existing electrical locating services, included in this Amendment No. 3 as Exhibit B, for a grand total not to exceed amount of \$461,340.

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

## AMENDMENT

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

1. Section 1.1 is amended to read as follows:

Section 1.1 – Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to the Master Planning for Fritz Burns Park Improvements Project No. 2021-02 as detailed in Exhibit A “Scope of Services” included in the Agreement, as well as additional engineering design to prepare a water quality management plan, expanded parking lot design, and provide electrical circuit mapping services, as specified in “Exhibit A” and incorporated herein by this reference (the “Services”).

2. Section 2.1 is amended to read as follows:

Section 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 **Four Hundred Sixty-One Thousand Three Hundred and Forty Dollars (\$461,340)** (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.

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



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

**CITY OF LA QUINTA**  
a California municipal corporation

**INSIGHT Landscape Architecture**

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

\_\_\_\_\_  
Tim Jachlewski  
President

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### Scope of Services

#### Additional Civil Engineering and WQMP Scope:

- Phase 2 Improvements:  
Additional modifications to the parking lot, including offsite parking on Francis Hack Lane and additional landscape islands.
- Water Quality Management Plan (WQMP):  
Sub-consultant (Dudek) will prepare a WQMP for the proposed improvements. The purpose of the WQMP is to document the permanent development improvements that will be utilized to reduce the short and long-term impacts to water quality for receiving water bodies downstream of the project site.

The WQMP will be prepared in accordance with the requirements of the Regional Water Quality Control Plan (RWQCP) and typical County requirements and will include background project information, priority project determination, project specific stormwater analysis and quality characteristics, water quality threat determinations (including evaluation of pollutants of concern for downstream watersheds), and LID and water quality BMP's that are proposed for implementation in the final design of the project.

The WQMP will also include provisions for ongoing maintenance of the proposed BMP's. The WQMP will be submitted to the City for review and final approval in digital format.

#### Additional Electrical Circuit Mapping Scope:

- Trace lighting and electrical circuits throughout Fritz Burns Park.
- Label circuits and their corresponding origination panels.
- Map circuits on topography survey.

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 **Four Hundred Sixty-One Thousand Three Hundred and Forty Dollars (\$461,340)** (the “Contract Sum”), comprised of \$79,375 for Master Planning services as detailed in Exhibit B of the Agreement, \$361,235 for engineering design and construction services as detailed in Amendment No. 2, and \$20,730 for additional engineering design to prepare a water quality management plan, and existing electrical circuit mapping services as detailed in enclosed Exhibit B to this Amendment No. 3.

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.

Compensation for additional services identified in Exhibit A:

- Additional Civil Engineering and Water Quality Management Plan: \$10,230.00

<u>Team Member</u>	<u>Rate</u>	<u>Hours</u>	<u>Subtotal</u>
Principal Engineer II	\$265	4	\$1,060
Senior Engineer III	\$230	8	\$1,840
Project Engineer I/Technician I	\$160	40	\$6,400
Prime Consultant/project management	10%		\$930
Total:			\$10,230.00

- Electrical Circuit Mapping Services: \$10,500.00

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE CHANGE ORDER ESTIMATE FOR CONTRACT WITH ORTIZ CONSTRUCTION, INC., APPROVE AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT WITH BENGAL ENGINEERING, INC., AND AUTHORIZE AMENDMENT REQUEST TO COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AGREEMENT FOR THE DUNE PALMS ROAD BRIDGE IMPROVEMENT PROJECT NO. 2011-05

---

### RECOMMENDATION

Approve Change Order Estimate for contract with Ortiz Construction, Inc. in the amount of \$124,944, approve Amendment No. 13 to Professional Services Agreement with Bengal Engineering, Inc. in the amount of \$45,200, authorize staff to submit an amendment request to the Coachella Valley Association of Governments reimbursement agreement for the Dune Palms Road Bridge Improvement Project No. 2011-05; and authorize the City Manager to execute the change order and amendments.

### EXECUTIVE SUMMARY

- The Dune Palms Road Bridge Project (Project) (Attachment 1) is currently in construction to replace the existing low water crossing with an all-weather access bridge on Dune Palms Road at the Coachella Valley Storm Water Channel (CVSWC).
- As the contractor is constructing the roadway improvements associated with the northbound bridge section of the Project, staff recommends completing the roadway widening to ultimate condition on the eastern side of Dune Palms Road between Highway 111 and the bridge.
- The Change Order Estimate for the construction contract with Ortiz Construction, Inc., includes additional quantities of bid items to complete the widening to the ultimate General Plan condition (Attachment 2).
- Amendment No. 13 to the Professional Services Agreement (PSA) with Bengal Engineering, Inc., (Bengal) authorizes engineering design to amend the current roadway improvement plans and to provide additional construction support services on a time and materials basis (Attachment 3).
- The road widening improvements are not eligible for Highway Bridge Program Funding but as part of the Coachella Valley Association of Governments (CVAG)

Regional Transportation Plan (RTP) in the Transportation Project Prioritization Study (TPPS) they are eligible for funding.

- Staff requests approval to submit an amendment request for the existing Dune Palms Bridge Agreement with CVAG to provide 75% of the cost for the road widening improvements.

**FISCAL \***

The Project has an approved budget of \$29,756,245. The following is the updated project budget per phase:

Phase	Project Budget
Engineering/Design	\$2,095,200
Right of Way	\$1,570,554
Construction	\$22,017,430
Const. Engineering	\$2,764,651
Utility Agreement (IID)	\$65,750
Contingency	\$1,242,660
Total Costs:	\$29,756,245

The CVAG amendment request is for 75% of the additional road widening costs, including design and construction. Sufficient funds are available for the Bengal amendment in the amount of \$45,200 and the construction contract change order estimate of approximately \$124,944 in the existing project budget.

**BACKGROUND/ANALYSIS**

The Project is currently in construction to replace the existing low water crossing with an all-weather access bridge on Dune Palms Road at the CVSWC. The contractor is preparing to construct the roadway improvements associated with the northbound bridge section of the Project. Staff recommends widening the eastern side of Dune Palms Road on the northbound bridge approach, from Highway 111 to the bridge, to its ultimate General Plan condition as part of the Project.

This segment of Dune Palms Road is part of the RTP and is included in the CVAG TPPS with a 2015 ranking of 9 on a scale of 0 to 15 (15 is the highest need). The TPPS uses distinct evaluation criteria and scores to form a ranking list of the regionally significant roadway segments for the nine municipalities and the County of Riverside in the Coachella Valley area. The ranking list is used to determine which roadways have the greatest need evaluated from current conditions and is used in funding decisions.

Completing the road widening as the contractor is constructing the roadway improvements associated with the northbound bridge section will provide overall cost savings. The City will not need to construct and remove temporary improvements in the future to widen the road to its ultimate condition. Constructing the ultimate condition at this time will also offer improved safety for bicycles and pedestrians on the east side of Dune Palms Road and provide a better link to the adjacent CV Link improvements.

The road widening improvements are not eligible for HBP funding, but they are eligible for CVAG regional transportation funding. Staff requests approval to submit a request to CVAG, to amend the existing Dune Palms Bridge Reimbursement Agreement for 75% of the cost for the design and construction of the road widening improvements.

The proposed construction change order estimate from Ortiz Construction, Inc., includes the additional quantities of bid items estimated to construct the road widening improvements. The final change order will be submitted based on the actual quantities required to complete the improvements.

Proposed Amendment No. 13, if approved, will allow Bengal to continue to provide construction support through the construction phase and amend the current roadway improvement plans to include the Dune Palms Road widening from Highway 111 to the bridge.

Additional construction support is warranted to accommodate time expended on the resolution of the water main construction to satisfy CVWD Record Drawing information, and additional construction time due to delays caused by Tropical Storm Hilary in August 2023 and other subsequent storms.

## ALTERNATIVES

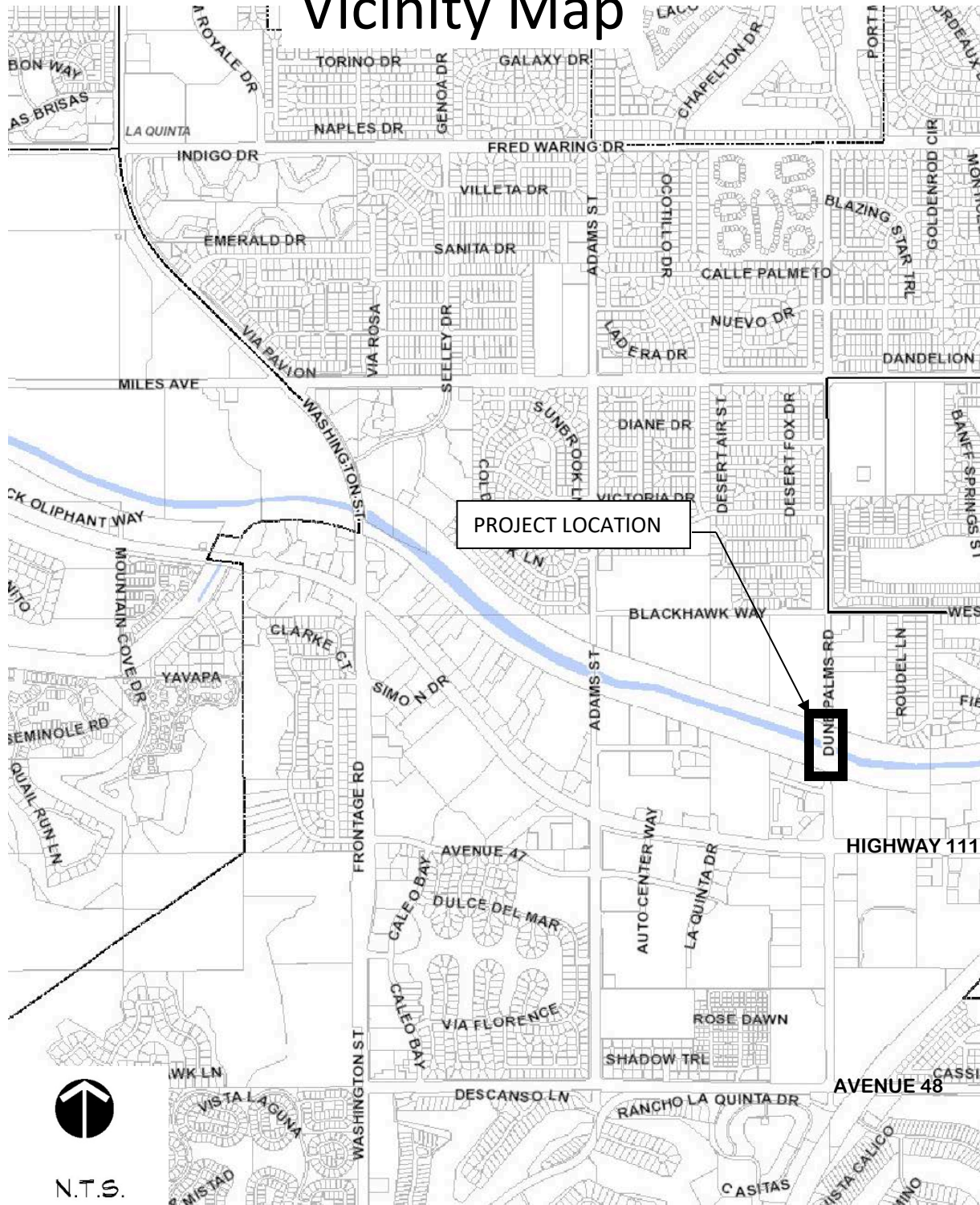
Staff does not recommend an alternative.

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

Attachments: 1. Project Vicinity Map  
2. Ortiz Construction, Inc. Change Order Estimate  
3. Bengal Engineering Inc. Amendment No. 13

# Dune Palms Bridge

## Vicinity Map





**ATTACHMENT 2**

Bid Item #	Description	Unit	New Quantity	Original Quantity	Change	Bid Unit Price	Extension	Comments
<b>QUANTITIES FROM ENGINEER'S COVER SHEET</b>								
5, 91	Sawcut & Remove AC Pavement	SF	3,482	677	2,805	\$ 1.80	\$ 5,049.00	
8, 92	Clearing and Grubbing (C & G Removal)	LS						See Below
12	Suitable Backfill Material	CY	47	-	47	\$ 300.00	\$ 14,100.00	
96	Cold Mill AC Pavement	SF	2,607	2,241	366	\$ 1.00	\$ 366.00	
97, 14	Asphalt Concrete (4.5 ")	SF	23,898	19,848	4,050	\$ 3.20	\$ 12,960.00	
98	Asphalt Concrete (0.10')	SF	2,607	2,241	366	\$ 0.85	\$ 311.10	
15, 99	Class 2 Aggregate Base	SF	23,898	19,848	4,050	\$ 1.90	\$ 7,695.00	
17, 100	6" AC Dike	LF	118	486	(368)	\$ 23.00	\$ (8,464.00)	
18, 101	6" Curb & Gutter	LF	568	-	568	\$ 22.00	\$ 12,496.00	
19, 102	8" Median Curb	LF	881	-	881	\$ 19.00	\$ 16,739.00	
20, 103	Concrete Sidewalk (5.5')	SF	3,476	3,853	(377)	\$ 16.00	\$ (6,032.00)	
22, 105	Colored Stamped Median	SF	1,787	-	1,787	\$ 16.00	\$ 28,592.00	
46, 108	Signing	EA	4	-	4			See Below
	Pavement Markings (Bike Legend)	EA	3	-	3			See Below
	Pavement Markings (Turn Arrows)	EA	2	-	2			See Below
146	Crack Seal and Slurry Seal	SF	54,857	73,184	(18,327)	\$ 0.35	\$ (6,414.45)	
<b>Subtotal (Items from Engineer's Qty's)</b>							<b>\$ 77,397.65</b>	<b>These Items to be paid per original Bid Unit Prices</b>

Bid Item #	Description	Unit	New Quantity	Original Quantity	Change	Bid Unit Price	Extension	Comments
	<b>ADDITIONAL QUANTITIES</b>							
9, 93	Clear and Grub	LF	198	-	198	\$ 16.00	\$ 3,168.00	Curb & Gutter Removal
	AC Walkway (4")	SF	525	-	525	\$ 14.85	\$ 7,796.25	No Headers, backing, etc.
	Excavation	CY	384	-	384	\$ 60.00	\$ 23,040.00	
	Raised Median Curb - Sawcutting and AC Patch	LF	881	-	881	\$ 12.00	\$ 10,572.00	
	Concrete Purchase (price increases)	CY	90	-	90	\$ 33.00	\$ 2,970.00	
	<b>Subtotal (Additional Items)</b>						<b>\$ 47,546.25</b>	
	<b>TOTALS</b>						<b>\$ 124,943.90</b>	
Bid Item #	Description	Unit	New Quantity	Original Quantity	Change	Bid Unit Price	Extension	Comments
	<b>CONDITIONS / QUALIFICATIONS</b>							
	Traffic Control & Maintenance							Time and Materials
	Testing (QA/QC)							By City
	Signage and Pavement Markings							TBD - Dependent on Schedule and Traffic Configuration
	Mobilizations - Asphalt Paving							Subcontractor prices include 2 move-ins for the entire project - additional move-ins will be \$17,750.00
	Mobilizations - Concrete Curbs, Gutters, Flatwork							Subcontractor prices include 2 move-ins for the entire project - additional move-ins will be \$1,750.00

**AMENDMENT NO. 13 TO PROFESSIONAL SERVICES AGREEMENT WITH  
BENGAL ENGINEERING. INC.**

This Amendment No. 13 to Professional Services Agreement with Bengal Engineering ("Amendment No. 13") is made and entered into as of the 20<sup>th</sup> day of March 2024 ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and Bengal Engineering, Inc., a California corporation ("Consultant").

**RECITALS**

WHEREAS, on or about July 1, 2014, the City and Consultant entered into a Professional Services Agreement to provide those services related to the Dune Palms Road Low Water Crossing Replacement at the Coachella Valley Storm Water Channel, Project No. 2011-05. The term of the Agreement expires on June 30, 2023; and

WHEREAS, Amendment 1, executed on or about March 24, 2015, previously amended Scope of Services, and Contract Sum to include additional Utility Pothole, Data Collection, and Noise Modeling work and to remove Section 7 Consultation Work Objective, resulting in a net contract sum decrease in the amount of (\$2,233.00); and

WHEREAS, Amendment 2, executed on or about December 1, 2015, previously amended Scope of Services and Contract Sum to include additional Cultural and Architectural Survey, resulting in a net contract sum increase in the amount of \$7,800.00; and

WHEREAS, Amendment 3, executed on or about July 7, 2016, previously amended Scope of Services and Contract Sum to revise the Traffic Technical Memorandum and Noise Study and to prepare and process an Air Quality Report, resulting in a net contract sum increase in the amount of \$31,678.00; and

WHEREAS, Amendment 4, executed on or about July 13, 2016, previously amended Scope of Services and Contract Sum to include the development of Three Conceptual Grade Control Structure Alternatives, resulting in a net contract sum increase in the amount of \$16,100.00; and

WHEREAS, Amendment 5 executed on or about June 13, 2016, previously amended Scope of Services and Contract Sum to include additional Hydrology and Hydraulic Study to address concerns expressed by the Coachella Valley Water District, resulting in a net contract sum increase in the amount of \$19,900.00; and

WHEREAS, Amendment 6, executed on or about October 27, 2016, previously amended Scope of Services and Contract Sum to include an Extended Archeological Phase I Work Plan (XPI) as directed by Caltrans Environmental, resulting in a net contract sum increase in the amount of \$9,583.00; and

WHEREAS, Amendment 7, executed on or about April 20, 2017, previously amended Scope of Services and Contract Sum to include the Field Work for the Extended Archeological Phase I Work Plan required by Caltrans, resulting in a net contract sum increase in the amount of \$96,449.00; and

WHEREAS, Amendment 8, executed on or about October 16, 2018 previously amended Scope of Services, Contract Sum, and Agreement Term to include additional engineering services related to Coachella Valley Water District Equilibrium Slope and Scour Determination, Environmental Permitting, Right of Way Acquisition, and preparation of Water, Sewer and Landscape Plans; and

WHEREAS, Amendment 9, executed on or about April 28, 2020, amended the Scope of Services to include additional engineering services related to design accommodations for connector trails and artistic CV Link Project components, design of CVWD access accommodations and additional project management, resulting in a net contract sum increase in the amount of \$53,310.00; and

WHEREAS, Amendment 10, executed on or about June 28, 2021, amended Section 3.4 Term of the Agreement to extend the contract term through June 30, 2023 ("Extended Term"); and

WHEREAS, Amendment 11, executed on or about June 14, 2022, amended the Scope of Services to include Constructability Review in Phase III and shift \$8,000 in funding from Phase I and II to Phase III Constructability; and

WHEREAS, Amendment 12, executed on or about May 2, 2023, amended the Contract Sum to replenish the Construction Support Services task, resulting in a net contract sum increase in the amount of \$50,000 and amended section 3.4 Term of the Agreement to extend the contract term through December 31, 2024 ("Extended Term"); and

WHEREAS, the City and Contracting Party mutually agree to execute Amendment 13 to amend the Scope of Services to revise the roadway improvement plans to include the proposed widening of Dune Palms Road between Highway 111 and the bridge, and to replenish the Construction Support Services task, resulting in a net contract sum increase in the amount of \$45,200 as identified in Exhibit B, attached hereto and made a part hereof, and amend section 3.4 Term of the Agreement to extend the contract term through June 30, 2025 ("Extended Term").

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

### **AMENDMENT**

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

Section 1.1 – Scope of Services is amended to include the additional services to be provided by Consultant as outlined in “Exhibit A”, attached hereto and made a part hereof.

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

For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount up to but shall not exceed **One Million, Five Hundred Ninety-Four Thousand, Four Hundred Forty-Three Dollars (\$1,594,443.00)** (the "Contract Sum") for the life of the Agreement encompassing initial terms and Amendments 1 through 13, except as provided in Section 1.6. Construction Support shall be paid on a time and materials basis as requested by City Staff.

Exhibit B -Budget is amended as attached in "Exhibit B", attached hereto and made a part hereof.

Section 3.4 – Term is amended to read as follows:

Unless earlier terminated in accordance with the provisions in Article 8.0 of the Agreement, the term of this Agreement shall commence on July 1, 2014 and terminate on July 31, 2018 (“Initial Term”); the term of this agreement was extended via Amendment No. 8 until July 31, 2021 (“Extended Term”); and via Amendment No. 10 until June 30, 2023 (“Extended Term”); and via Amendment No. 12 until December 31, 2024 (“Extended Term”); notwithstanding any provisions to the contrary in effect prior to the date of this Agreement No. 13, the Extended Term of this agreement shall remain in full force and effect until **June 30, 2025** (“Extended Term”).

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

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 13 to the Professional Services Agreement on the respective dates set forth below.

**CITY OF LA QUINTA** a California  
Municipal corporation

**CONSULTANT:**  
Bengal Engineering, Inc.

\_\_\_\_\_  
Jon McMillen, City Manager

\_\_\_\_\_  
Scott Onishuk, P.E.  
Principal in Charge

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

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

ATTEST:

\_\_\_\_\_  
Monika Radeva, City  
Clerk City of La Quinta,  
California

APPROVED AS TO FORM:

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

## Exhibit A Scope of Services

Consultant will provide additional construction support on a time and materials basis as requested by City Staff and as specified in the original scope of work.

Consultant will provide amended roadway improvement plans, widening Dune Palms Road, south of the channel to the ultimate street width, including a raised median between Corporate Centre Way and Highway 111, as part of an amended Phase 2 Task 4, Under Final Design as follows:

### Task 4A: Amended Roadway Improvement Plans

Consultant will amend the approved roadway improvement plans to include the proposed widening of Dune Palms Road, between Highway 111 and the bridge. The amended roadway improvement plans include modifications to the following sheets:

- Sheet 2, Construction Notes and Quantities
- Sheet 4, Removal & Existing Utility Sheet
- Sheet 7, Street Improvement Plan
- Sheet 13, Signing and Striping Plan

Exhibit B  
Budget

The following represents the contract total of One Million, Five Hundred Ninety-Four Thousand, Four Hundred Forty-Three Dollars (\$1,594,443.00) after the consideration of Amendments 1 through 13.

Base Contract Amount:	\$1,176,781.00
Amendment No. 1:	(\$2,233.00)
Amendment No. 2:	\$7,800.00
Amendment No. 3:	\$31,678.00
Amendment No. 4:	\$16,100.00
Amendment No. 5:	\$19,900.00
Amendment No. 6:	\$9,583.00
Amendment No. 7:	\$ 96,449.00
Amendment No. 8:	\$89,875.00
Amendment No. 9:	\$53,310.00
Amendment No. 10:	\$0.00
Amendment No. 11:	\$0.00
Amendment No. 12:	\$50,000.00
Amendment No. 13:	\$45,200.00
<b>Contract Total:</b>	<b>\$ 1,594,443.00</b>

- Additional Construction Support: \$40,000
- Amended Roadway Improvement Plans: \$5,200



# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH FIND FOOD BANK TO PROVIDE MOBILE MARKET AND NON-PERISHABLE FOOD KITS TO SENIORS AND LA QUINTA RESIDENTS

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### RECOMMENDATION

Approve Agreement for Contract Services with FIND Food Bank to provide a mobile market and non-perishable food kits to seniors and La Quinta residents; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- In July 2020, the City entered into an agreement with FIND Food Bank (FIND) to provide funding to support food distribution to seniors, low/fixed income residents, and those in need due to the COVID-19 pandemic.
- The partnership evolved into providing food to La Quinta's affordable housing sites, senior communities, and residents.
- Approving the proposed agreement (Attachment 1) enables FIND to continue food distribution services through fiscal year 2024/25.

### FISCAL IMPACT

The cost to continue food distribution services is \$60,000 per fiscal year. Funds are available in the Grants Account (Account No. 101-3001-60510).

### BACKGROUND/ANALYSIS

In March of 2020, the COVID-19 pandemic created a surge for needed food resources for La Quinta residents. Food insecurity affected homebound and isolated seniors, adults and families who lost stable jobs, and children who lost access to free/reduced meals due to school closures. It was during this time that the City entered into a partnership with FIND to support food distribution services and direct service to low/fixed income senior housing complexes. Since then, the City has partnered with FIND to offer mobile food markets and provide food delivery directly to residents of Hadley Villas, Washington Street Apartments, Vista Dunes Courtyard Homes, Coral Mountain Apartments, and Wolff Waters Place. Approving the proposed agreement enables FIND to continue providing much needed food resources to these communities and La Quinta residents. Additionally, beginning April 2024, FIND will host a mobile market from the La Quinta Library parking lot, providing an easily accessible location for individuals to obtain additional food resources.

## ALTERNATIVES

Council may elect to modify or not approve of the Agreement.

Prepared by: Michael Calderon, Management Analyst

Approved by: Christina Calderon, Community Services Deputy Director

Attachment: 1. Agreement for Contract Services

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into by and between the CITY OF LA QUINTA, (“City”), a California municipal corporation, and FIND FOOD BANK a non-profit organization, with a place of business at 83775 Citrus Ave, Indio, California 92201 (“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 the storage, preparation, and delivery of non-perishable food kits for seniors and La Quinta residents, 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 Sixty Thousand Dollars (\$60,000) per fiscal year, for the life of the Agreement, encompassing the Initial and any Extended Terms (the "Contract Sum"), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party's rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

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

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this

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

### 3. PERFORMANCE SCHEDULE.

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

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

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on April 1, 2024, and terminate on June 30, 2025 ("Initial Term"). This Agreement may be extended for up to five (5) years 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) Debbie Espinosa, President/CEO  
Telephone No. (760) 755-3663  
Email: despinosa@findfoodbank.org

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

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

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

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

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

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the



Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

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

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with

generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

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

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

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all

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

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

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

## 8. ENFORCEMENT OF AGREEMENT.

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

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service

of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

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

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

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

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

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

the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

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

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

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA  
Attention: Christina Calderon  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

FIND FOOD BANK, INC.  
Debbie Espinosa  
83775 Citrus, Ave  
Indio, California 92201

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

FIND FOOD BANK  
a non-profit organization

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

\_\_\_\_\_  
DEBBIE ESPINOSA  
President/CEO

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

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

City and FIND Food Bank are partnering to provide non-perishable food kits to seniors and La Quinta residents who are in need of assistance with obtaining food.

### **1. Services to be Provided:**

a) Food kits to contain non-perishable items such as canned stew, canned chili, dry pasta, pasta sauce, beans, and rice. Excludes bottled water. Food items subject to change based on availability.

b) FIND will deliver food kits to the following locations:

- Hadley Villas Apartments (Every 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month, 8:30 am)
- Washington St. Apartments (Every 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month, 9:30 am)
- Coral Mountain Apartments (Every last Wednesday of the month, 11:00 am)
- Wolff Waters Place Apartments (Every last Wednesday of the month, 11:00 am)
- Vista Dunes Courtyard Homes (Every 1<sup>st</sup> Tuesday of the month, 8:00 am)

Any changes to the food distribution sites and delivery days and times shall be mutually agreed upon by both parties in writing.

c) Additional food distribution sites, days, and times may be added or modified and agreed upon by both parties in writing.

d) City has designated the La Quinta Library (Library) as a food distribution site beginning April 5, 2024. FIND will deliver food kits from the Library parking lot every 1<sup>st</sup> Wednesday and 4<sup>th</sup> Saturday of each month (FIND will arrive at approximately 7:00 am to begin set up, distribute food 8:00 am to 9:00 am, and clean up 9:00 am to 10:00 am). If a food distribution conflicts with Library or City programming/events, FIND will be provided with an alternative location.

Any changes to the Library being the designated food distribution site shall be mutually agreed upon by both parties in writing.

e) City staff will assess potential new participants of the food delivery program and add those that qualify to the distribution rotation as food remains available.

f) If available, FIND will allocate volunteers to assist with food distribution.

g) FIND agrees to repair any damages to the facility caused by their delivery method.

## ADDENDUM TO AGREEMENT

### Re: Scope of Services

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

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including

Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

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

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

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

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

site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

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

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

## Exhibit B

### Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Sixty Thousand Dollars (\$ 60,000) per fiscal year, for the life of the Agreement, encompassing the Initial and any Extended Terms (the "Contract Sum"). The Contract Sum shall be paid to Contracting Party in one lump sum payment to be issued annually after July 1 for as long as the Term of the Agreement remains in effect, including the Initial or any Extended Term.

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference.

Exhibit D  
Special Requirements

None.

Exhibit E  
Insurance Requirements

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

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

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)

Auto Liability Additional Insured  
Personal Auto Declaration Page if applicable

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

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

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

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

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



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

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

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

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

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

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the

right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

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

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the

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

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

[CLICK HERE to Return to Agenda](#)



# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH GovOS, INC. TO PROVIDE SHORT-TERM VACATION RENTAL PROGRAM PERMITTING SOFTWARE SERVICES AND TRANSIENT OCCUPANCY TAX COLLECTIONS

### RECOMMENDATION

Approve Agreement for Contract Services with GovOS, Inc., to provide short-term vacation rental program permitting software services and transient occupancy tax collections; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- In 2019, the City entered a two-year Agreement for Contract Services with GovOS, Inc., (formerly MUNIREvs, Inc., dba LODGINGREvs) to provide online services for permitting and transient occupancy tax (TOT) collection for the short-term vacation rental (STVR) program, following a request for proposals (RFP); in 2022, the agreement was extended an additional two-years and expires June 30, 2024.
- Staff recommends the City continue contracting with GovOS, Inc, for online STVR permitting services and TOT collections based on their experience and scope of work.

### FISCAL IMPACT

The costs are listed in detail in the table below. Funds will be budgeted in future fiscal years (FY) in the Clerk’s Office Professional Services account (101-1005-60103) in accordance with the agreement.

<b>Initial Term:</b>	<b>Budget</b>
FY 2024/25 to FY 2026/27 at \$50,402 per FY for 3 years	\$151,206
Contingency	\$ 15,000
<b>Initial Term Total:</b>	<b>\$166,206</b>
<b>Possible Extended Term:</b>	
FY 2027/28 to FY 2029/30 at \$55,442 per FY for 3 years	\$166,327
Contingency	\$ 15,000
<b>GRAND TOTAL (6-YEARS):</b>	<b>\$347,533</b>

## **BACKGROUND/ANALYSIS**

The STVR Program was established in October 2012 and was initially processed manually over the counter via the submittal of paper applications, and TOT payments via cash or checks only.

In October 2019, following an RFP, the City executed a two-year agreement with GovOS, Inc. (formerly MUNIRevs, Inc., DBA LODGINGRevs) to provide online STVR program services by implementing an online portal to apply for permits, make payments, renew permits annually, and remit TOT (collectively referred to as Services). In 2022, the agreement was extended for an additional two-years; the Agreement expires June 30, 2024.

Staff recommends the City continue contracting with GovOS, Inc. for the Services and to enter into a three-year agreement, effective July 1, 2024, with an option to extend for an additional three years, effective July 1, 2027. Staff requests a contingency budget should any software customizations and enhancements be needed to implement new policies or procedures; however, if none are needed, the contingency budget would not be used.

## **ALTERNATIVES**

Council may elect to modify the agreement or not to approve the agreement; however, as an online portal for the Services is needed, staff does not recommend these alternatives.

Prepared by: Lori Loret, Senior Permit Technician  
Approved by: Monika Radeva, City Clerk

Attachment: 1. Agreement for Contract Services with GovOS, Inc.

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into by and between the CITY OF LA QUINTA, (“City”), a California municipal corporation, and GovOS, Inc., a Delaware Corporation, having its principal offices located at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78731 (“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 Short-Term Vacation Rental Program (“STVR”) permitting 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 Three Hundred Forty-Seven Thousand and Five Hundred and Thirty-Three Dollars (\$347,533), 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 describe in reasonable detail the Services provided (as determined by the City's Finance Director). Such invoice shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any

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

### 3. PERFORMANCE SCHEDULE.

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

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

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on July 1, 2024, and terminate on June 30, 2027 ("Initial Term"). This Agreement may be extended for three (3) additional years upon mutual agreement by both parties ("Extended Term").

#### 4. COORDINATION OF WORK.

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

- (a) Zhanna Vanderschoot, Customer Service Manager  
Telephone: (724) 987-2940  
Email: [Zhanna.Vanderschoot@GovOS.com](mailto:Zhanna.Vanderschoot@GovOS.com)

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

4.2 Contract Officer. The “Contract Officer”, otherwise known as Monika Radeva, City Clerk, 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 E" ("Indemnification") which is incorporated herein by this reference and expressly made a part hereof.

7. RECORDS AND REPORTS.

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

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with

generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

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

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

7.5 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all

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

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

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

## 8. ENFORCEMENT OF AGREEMENT.

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

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service

of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Article 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

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

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

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

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

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon one hundred and twenty (120) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the

Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

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

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

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA  
Attn: Monika Radeva  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

GovOS, INC.  
Attn: Zhanna Vanderschoot  
8310 N. Capital of Texas Highway,  
Building 2, Suite 250  
Austin, Texas 78731

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:  
GovOS, INC.  
A Delaware Corporation

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

\_\_\_\_\_  
Josh Stanley, CFO

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



Exhibit A  
Scope of Services

Services to be Provided:

Contracting Party shall provide MuniRevs and LoggingRevs software for the City's STVR Program to facilitate online portal to apply for permits, make payments, renew permits annually, and remit transient occupancy tax – as described in more detail in the enclosed proposed by GovOS.



## EXHIBIT A SCOPE OF SERVICES

# GovOS Ongoing Maintenance

### Customer Support

- Citizen Technical Support
  - Site navigation and understanding
  - Business center issues and triage
  - Technological assistance
  - Direct questions to the correct department from citizens
  - [blt.str.support@govos.com](mailto:blt.str.support@govos.com)
- Client Technical Support
  - Jurisdiction administration navigation and understanding
  - Reporting assistance
  - System access
  - Minor system updates (business center verbiage changes, status alterations etc.)
  - Bug or issue triage (fix or escalation)
  - Work instruction updates for STR ad review
  - Bulk account updates
  - [client.blt.str.support@govos.com](mailto:client.blt.str.support@govos.com)

### Customer Success

- Our Customer Success Managers (CSMs) are focused on your continued success.
  - Customer Success ensures you and your teams are confident and making the most of your investment with GovOS Solutions.
  - We are your partner, supporting you in achieving your organizational objectives while using our solutions effectively and efficiently.
  - We ensure you receive maximum value from your investment by sharing best practices, product enhancements, learning events, and additional opportunities to support your experience.

### Account Management

- The Account Management team works across the GovOS ecosystem to understand challenges that city and local governments are experiencing and share new strategies for how other government agencies are partnering with GovOS to solve those challenges. They also take the time to help our existing customers who are looking to adopt commercial expansion with other solutions.

### Professional Services

- The Professional Services team plays a pivotal role in translating the unique needs of our customers into tailored solutions.
  - The Professional Services team executes delivery of system change requests and new project initiatives, ensuring a seamless transition or enhancement of the platform experience.
  - For any “in-flight” project, customers are encouraged to contact our team directly. However, for new projects or inquiries, we recommend reaching out to CSMs first, as they serve as the primary point of contact and can efficiently facilitate the initiation of new projects.



## Client Responsibilities

- Tax form requirements, advisement and filing information
- Licensing requirements, advisement, and information
- Jurisdiction city/situation specific questions:
  - e.g. "Did you get my mailed payment?"
  - Historical data not in the GovOS system
- Closing Accounts
- Amended Returns
- Returned Payments
  - Checking and navigating the payment processor
  - Resetting forms in the BLT system accordingly
- Waiver of Late Fees, Penalty, or Interest
- Approvals
  - Business name/address change
  - License/Permit applications
  - Filing Frequency Change
- Setting Requirements and Updates
  - e.g.: Required forms, documents, filing frequency, due dates
- Notification Sending
  - Notifications to be sent from the system outside the normal automated reminder emails or automatic approval emails.

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Three Hundred Forty-Seven Thousand and Five Hundred and Thirty-Three Dollars (\$347,533) (“Contract Sum”). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party’s schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

**Initial Term:**

**Fiscal Years 2024/25 – 2026/27: Not to exceed – \$166,206**

Base Services per year – \$50,402 x 3 years = \$151,206

Contingency for software and reporting customizations at the City’s request in writing – \$15,000

**Extended Term:**

**Fiscal Years 2027/28 – 2029/30: Not to exceed – \$181,327**

Base Services per year (per current quote) – \$55,442 x 3 years = \$166,327

Contingency for possible Consumer Price Index cost increase for Base Services and for software and reporting customizations at the City’s request in writing – \$15,000

EXHIBIT B  
SCHEDULE OF COMPENSATION

2024-02-28



# Short-Term Rental and Business Licensing & Tax Filing Solution

## La Quinta, CA

### La Quinta, CA Renewal 2024-2025

**Prepared for:**

**Monika Radeva**

La Quinta, CA  
78495 Calle Tampico  
La Quinta, California, 92253-2839



8310 N. Capital of Texas Hwy.  
Bldg. 2, Ste. 250, Austin, TX 78731

[www.GovOS.com](http://www.GovOS.com)

0061P00000ZVzR8QAL



## Pricing Summary

Name	QTY	Price
<p><b>STR Identifaction and Compliance</b></p> <p>Vacation rental census monitoring and discovery, and ongoing compliance database Includes reconciliation by our team of experts</p> <p>Non-compliant evidence capture</p> <p>Listing tracker - evidence capture every ten minutes on non compliant properties</p> <p>Notifications module - unlimited notification templates, targeted and customized notices by compliance status</p> <p>Online complaint form</p> <p>Ongoing web and phone support are provided to all administrative staff as part of monthly hosting and support</p>	1	\$23,540.00
<p><b>STR Tax</b></p> <p>Automated tax form reminders to business owners and/or operators</p> <p>Automated assigned tax forms</p> <p>Online tax form with automatic tax and late fee calculations</p>	1	\$17,028.00



<b>STR Registration</b> Automated renewals  Automated registration task reminders to business owners and/or operators  Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.	1	\$9,834.00
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**Total Contract Value: \$50,402.00**

## Term Details

**Subscription Start Date:** 2024-07-01

**Subscription End Date:** 2025-06-30

**Subscription Terms:** 12 Months

## Additional Comments

## Terms of Use

### Standard Terms of Agreement

- Without a signed Agreement, pricing is good until 5/30/2024
- Subscription Start Date will be the date you sign the Agreement
- Subscription fees are pre-paid annually
- Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.
- This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least ninety (90) days prior to the expiration of the then current term.
- Pricing for Renewal Terms will include a ten percent (10%) increase from the prior term.
- All standard Terms of Use can be found at <https://govos.com/business-licensing-and-tax/terms-of-use/> and are hereby incorporated into this order.





## Customer Acceptance

Contact Information	
Organization Name	
Street Address	
City, State, Zip	
Primary Contact Name	
Primary Contact Email	
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

## Customer Signature

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## GovOS Signature

\_\_\_\_\_  
Signature of Authorized GovOS Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, for the Initial and any Extended Terms of this Agreement.

Exhibit D  
Special Requirements

None.

Exhibit E  
Insurance Requirements

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

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

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)

Auto Liability Additional Insured  
Personal Auto Declaration Page if applicable

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

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

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

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

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

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

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

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

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

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

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the

right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

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

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the

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

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a



given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** EXCUSE ABSENCE OF COMMISSIONER HERNANDEZ FROM THE MARCH 12, 2024, PLANNING COMMISSION MEETING

---

### RECOMMENDATION

Excuse absence of Commissioner Alfonso Hernandez from the March 12, 2024, Planning Commission meeting.

### EXECUTIVE SUMMARY

- Commissioner Hernandez requested to be excused from the March 12, 2024, Planning Commission meeting due to previously scheduled travel.
- Commissioner Hernandez 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: March 19, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE DEMAND REGISTERS DATED MARCH 1, AND MARCH 8, 2024

### RECOMMENDATION

Approve demand registers dated March 1, and March 8, 2024.

**EXECUTIVE SUMMARY** – None

### FISCAL IMPACT

Demand of Cash:

City	\$	2,299,738.22
Successor Agency of RDA	\$	-
Housing Authority	\$	28,391.35
	\$	<u>2,328,129.57</u>

### BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for approval, dated March 1, and March 8, 2024.

Warrants Issued:

213234-213279	\$	216,654.07
213281-213335	\$	1,389,474.69
Wire Transfers	\$	428,235.04
Payroll Tax Transfers	\$	50,902.87
Payroll Direct Deposit	\$	242,862.90
	\$	<u>2,328,129.57</u>

\*Check number 213280, payable to Southern California Gas Company, will be reported on a future Demand Register Report.

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff Department	Various	\$1,147,790.43	11/16-12/13/23- Police Services
Visit Greater Palm Springs	VGPS	\$117,550.91	FY 23/24 Qtr 2 City Funding
Imperial Irrigation District	Various	\$64,695.87	Electricity Services
Tri-State Materials	Materials/Supplies	\$21,676.74	Median Hardscape Materials
Merchants Building Maintenance LLC	Various	\$20,249.24	February Janitorial Services

**Wire Transfers:** Fifteen transfers totaled \$428,235.04. Of this amount, \$185,192 was for CalPERS and \$181,741 was to Landmark (See Attachment 2 for a complete listing).

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

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate	YTM
Maturity	Wells Fargo Bank, NA	CD	\$ 248,000	2/27/2024	3.000%	3.000%
Maturity	Federal Home Loan Banks	Agency	\$ 1,000,000	2/28/2024	2.125%	5.390%
Purchase	Fed Home Loan Mortgage Corp	Agency	\$ 1,000,000	2/29/2024	5.500%	5.500%

Prepared by: Derrick Armendariz, Finance Technician  
 Approved by: Rosemary Hallick, Principal Management Analyst

Attachments: 1. Demand Registers  
 2. Wire Transfers



**Demand Register**

Packet: APPKT03736 - 03/01/2024 JB



City of La Quinta

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 101 - GENERAL FUND</b>					
BARSALEAU, MARY GRACE	213235	RENTAL DEPOSIT REFUND	101-0000-22830	Miscellaneous Deposits	100.00
CALIFORNIA BUILDING OFFIC...	213236	CALBO MEMBERSHIP A.ORT...	101-6003-60351	Membership Dues	245.00
CHAMPIONTIP BBQ	213237	FOOD FOR EMPLOYEE RECO...	101-1004-60340	Employee Recognition Events	693.74
CHARTER COMMUNICATIONS..	213238	02/16-03/15/24 - FS #70 CAB...	101-2002-61400	Cable/Internet - Utilities	48.25
CHARTER COMMUNICATIONS..	213238	02/16-03/15/24 - FS #32 CAB...	101-2002-61400	Cable/Internet - Utilities	99.91
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3005-61202	Water - Civic Center Park - Uti..	677.34
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3005-61209	Water -Community Park - Util..	1,339.23
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-2002-61200	Water - Utilities	67.80
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3005-61203	Water -Eisenhower Park - Util..	161.82
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3005-61204	Water -Fritz Burns Park - Utili...	1,611.53
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3005-61205	Water -Velasco Park - Utilities	136.21
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	101-3008-61200	Water - Utilities	496.02
DEPARTMENT OF CONSERVA...	213242	10/01-12/31/23 - SEISMIC H...	101-0000-20308	SMIP Fees Payable	1,541.72
DEPARTMENT OF CONSERVA...	213242	10/01-12/31/23 - SEISMIC H...	101-0000-42610	SMIP Fees	-77.08
E & E PELS ENTERPRISE, INC	213243	2024 EMPLOYEE RECOGNITI...	101-1004-60340	Employee Recognition Events	600.00
ESPINOZA, ALINA	213244	2024 EMPLOYEE RECOGNITI...	101-1004-60340	Employee Recognition Events	1,500.00
EWING IRRIGATION PRODUC...	213245	IRRIGATION PARTS	101-3005-60431	Materials/Supplies	3,800.32
FLORES, FABIOLA	213247	2024 EMPLOYEE RECOGNITI...	101-1004-60340	Employee Recognition Events	850.00
FREGOSO, JESUS H.	213248	2024 EMPLOYEE RECOGNITI...	101-1004-60340	Employee Recognition Events	1,225.00
GARDAWORLD	213250	02/2024 - ARMORED SERVIC...	101-1006-60103	Professional Services	295.05
GOVOS, INC.	213251	02/2024 - STVR PERMITTING ...	101-1005-60103	Professional Services	3,820.00
HDL COREN & CONE	213252	01/01-03/31/24 - PROPERTY ...	101-1006-60104	Consultants	5,175.00
INTERWEST CONSULTING G...	213254	12/2023 - ONCALL PLANNING..	101-6003-60118	Plan Checks	1,007.50
LH PRODUCTIONS	213256	THE SILVERADOS CONCERT ...	101-3003-60149	Community Experiences	8,117.00
MCKINNEY, BRYAN	213257	FY 23/24 ANNUAL WELLNESS...	101-1004-50252	Annual Wellness Dollar Reim...	200.00
MUSCO CORPORATION	213258	3/2024-3/2025 REMOTE CO...	101-3005-60136	Lighting Service	475.00
OCEAN SPRINGS TECH INC	213260	FB POOL CAT CONTROLLER ...	101-3005-60184	Fritz Burns Pool Maintenance	527.92
OCHOA JR, JESUS	213261	2024 EMPLOYEE RECOGNITI...	101-1004-60340	Employee Recognition Events	1,620.00
ODP BUSINESS SOLUTIONS, L...	213262	OFFICE SUPPLIES	101-1006-60400	Office Supplies	43.43
ODP BUSINESS SOLUTIONS, L...	213262	CITYWIDE OFFICE SUPPLIES	101-1007-60403	Citywide Supplies	90.85
ODP BUSINESS SOLUTIONS, L...	213262	CITYWIDE OFFICE SUPPLIES	101-1007-60403	Citywide Supplies	88.77
PETRA-1, LP	213263	WC GYM WIPES 4 CASES	101-3002-60420	Operating Supplies	846.38
QUICK N EASY APPLIANCE SE...	213264	FS #70 SERVICE CALL	101-2002-60691	Maintenance/Services	77.25
QUINN COMPANY	213265	CH GENERATOR MAINTENA...	101-2002-80101	Machinery & Equipment	1,437.82
QUINN COMPANY	213265	CH GENERATOR MAINTENA...	101-2002-80101	Machinery & Equipment	1,339.93
RASA/ERIC NELSON	213266	FTM 2022-0003 ONCALL MAP..	101-7002-60183	Map/Plan Checking	700.00
RIVERSIDE ASSESSOR	213267	01/2024 - RECORDING FEES	101-6004-60108	Technical	20.00
RIVERSIDE ASSESSOR	213267	01/2024 - RECORDING FEES	101-0000-20325	Due to County Recorder	50.00
SIGNATURE TINT	213268	PICKLEBALL SIGNS	101-3005-60431	Materials/Supplies	258.60
SIGNATURE TINT	213268	SIGNAGE FOR PICKLEBALL C...	101-3005-60691	Maintenance/Services	120.00
SIGNATURE TINT	213268	SIGNAGE FOR SPLASH PAD	101-3005-60431	Materials/Supplies	473.25
SIGNATURE TINT	213268	PARK SIGNAGE	101-3005-60431	Materials/Supplies	581.85
STAPLES ADVANTAGE	213269	USB CABLES	101-7002-60420	Operating Supplies	57.06
STAPLES ADVANTAGE	213269	SELF SEAL CATALOG ENVELO...	101-1007-60402	Forms, Copier Paper	171.16
STAPLES ADVANTAGE	213269	OFFICE CHAIR	101-7001-60400	Office Supplies	173.98
STAPLES ADVANTAGE	213269	SIT STAND DESK CONVERTER	101-7001-60400	Office Supplies	287.09
STAPLES ADVANTAGE	213269	OFFICE SUPPLIES	101-3005-60400	Office Supplies	75.18
TRIPLETT, ALCADIA	213270	SALARY BUDGET SURVEY RE...	101-1004-60352	Subscriptions & Publications	395.00
ULINE	213271	SANDBAGS FOR FS #93	101-2002-60406	Disaster Prep Supplies	1,959.45
ULINE	213271	SANDBAGS FOR FS #32	101-2002-60406	Disaster Prep Supplies	1,959.45
ULINE	213271	SANDBAGS FOR FS #70	101-2002-60406	Disaster Prep Supplies	1,959.45
VERIZON WIRELESS	213273	01/14-02/13/24 - EOC CELL (...)	101-2002-61304	Mobile/Cell Phones/Satellites	247.74
VINTAGE ASSOCIATES	213274	12/11-12/15/23 - EXTRA WO...	101-3005-60691	Maintenance/Services	4,640.00

**Demand Register**

Packet: APPKT03736 - 03/01/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
VINTAGE ASSOCIATES	213274	12/18-12/19/23 - EXTRA WO...	101-3005-60691	Maintenance/Services	2,560.00
VISIT GREATER PALM SPRINGS	213275	Q2 FY 23/24 STVR TBID COLL...	101-0000-20303	TBID Due to VGPS	123,737.79
VISIT GREATER PALM SPRINGS	213275	Q2 FY 23/24 STVR TBID COLL...	101-0000-43635	VGPS TBID Admin Fee	-6,186.88
WILKINSON BARNESON INSU...	213277	BUSINESS LICENSE REFUND L...	101-0000-41600	Business Licenses	66.00
XPRESS GRAPHICS	213278	ROCKET LAUNCH SIGNAGE	101-3007-60410	Printing	165.59
XPRESS GRAPHICS	213278	VOTER SIGNAGE ART CELEBR...	101-3003-60149	Community Experiences	333.48
YOUNG, NANETTE	213279	REFUND TOT OVERPAYMENT...	101-0000-20303	TBID Due to VGPS	114.00
YOUNG, NANETTE	213279	REFUND TOT OVERPAYMENT...	101-0000-41401	TOT - Short Term Vac. Rentals	1,140.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>176,337.95</b>
<b>Fund: 201 - GAS TAX FUND</b>					
JERNIGAN SPORTING GOODS,...	213255	FY 23/24 SAFETY BOOTS R.C...	201-7003-60427	Safety Gear	168.55
<b>Fund 201 - GAS TAX FUND Total:</b>					<b>168.55</b>
<b>Fund: 202 - LIBRARY &amp; MUSEUM FUND</b>					
USA DRAIN AND PLUMBING...	213272	LIBRARY RESTROOM REPAIRS	202-3004-60691	Maintenance/Services	990.00
<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>					<b>990.00</b>
<b>Fund: 215 - LIGHTING &amp; LANDSCAPING FUND</b>					
COACHELLA VALLEY WATER D..	213240	WATER SERVICE	215-7004-61211	Water - Medians - Utilities	10,207.98
EWING IRRIGATION PRODUC...	213245	IRRIGATION PARTS	215-7004-60431	Materials/Supplies	1,505.49
EWING IRRIGATION PRODUC...	213245	IRRIGATION PARTS	215-7004-60431	Materials/Supplies	956.99
IMPERIAL IRRIGATION DIST	213253	ELECTRICITY SERVICE	215-7004-61117	Electric - Medians - Utilities	14.01
<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>					<b>12,684.47</b>
<b>Fund: 230 - CASp FUND, AB 1379</b>					
WILKINSON BARNESON INSU...	213277	BUSINESS LICENSE REFUND L...	230-0000-42130	SB 1186 Revenue	4.00
<b>Fund 230 - CASp FUND, AB 1379 Total:</b>					<b>4.00</b>
<b>Fund: 241 - HOUSING AUTHORITY</b>					
RIVERSIDE ASSESSOR	213267	01/2024 - RECORDING FEES	241-9101-60103	Professional Services	20.00
<b>Fund 241 - HOUSING AUTHORITY Total:</b>					<b>20.00</b>
<b>Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS</b>					
NV5	213259	12/2023 VILLAGE UTILITIES F...	401-0000-60185	Design	7,278.00
NV5	213259	01/2024 - FRED WARING DR ...	401-0000-60108	Technical	535.00
WALTERS WHOLESALE ELECT...	213276	CABLE TIES FOR BANNERS	401-0000-60188	Construction	226.79
WALTERS WHOLESALE ELECT...	213276	TRAFFIC EQUIPMENT	401-0000-60188	Construction	72.74
<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>					<b>8,112.53</b>
<b>Fund: 501 - FACILITY &amp; FLEET REPLACEMENT</b>					
AMERICAN TIRE DEPOT	213234	2021 NISSAN FRONTIER TIRE...	501-0000-60676	Vehicle Repair & Maintenanc...	1,546.06
CHEVROLET CADILLAC	213239	2022 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	224.91
CHEVROLET CADILLAC	213239	2017 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	1,232.23
CHEVROLET CADILLAC	213239	2018 CHEVY COLORADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	462.42
CHEVROLET CADILLAC	213239	2017 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	193.23
CHEVROLET CADILLAC	213239	2023 CHEVY BOLT VIN P4191...	501-0000-60676	Vehicle Repair & Maintenanc...	418.73
CHEVROLET CADILLAC	213239	2022 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	106.29
CHEVROLET CADILLAC	213239	2022 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	106.29
CHEVROLET CADILLAC	213239	2017 CHEVY COLORADO VIN...	501-0000-60676	Vehicle Repair & Maintenanc...	452.60
CHEVROLET CADILLAC	213239	2017 CHEVY SILVERADO VIN ...	501-0000-60676	Vehicle Repair & Maintenanc...	193.19
FLORES, CHERI	213246	LAFCO MEETING GAS REIMB ...	501-0000-60674	Fuel & Oil	30.00
<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>					<b>4,965.95</b>
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
COLD STAR HEATING AND AIR..	213241	REFUND DUPLICATE PAYME...	502-0000-43611	Technology Enhancement Su...	8.00
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>8.00</b>
<b>Fund: 601 - SILVERROCK RESORT</b>					
FROSTY'S AIR CONDITIONING...	213249	SRR YARD EVAPORATIVE CO...	601-0000-60660	Repair & Maintenance	12,388.00
GARDAWORLD	213250	02/2024 - SRR ARMORED SE...	601-0000-60455	Bank Fees	719.49
GARDAWORLD	213250	01/2024 - SRR ARMORED SE...	601-0000-60455	Bank Fees	17.68
GARDAWORLD	213250	01/2024 - SRR ARMORED EX...	601-0000-60455	Bank Fees	237.45
<b>Fund 601 - SILVERROCK RESORT Total:</b>					<b>13,362.62</b>
<b>Grand Total:</b>					<b>216,654.07</b>

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	176,337.95
201 - GAS TAX FUND	168.55
202 - LIBRARY & MUSEUM FUND	990.00
215 - LIGHTING & LANDSCAPING FUND	12,684.47
230 - CASp FUND, AB 1379	4.00
241 - HOUSING AUTHORITY	20.00
401 - CAPITAL IMPROVEMENT PROGRAMS	8,112.53
501 - FACILITY & FLEET REPLACEMENT	4,965.95
502 - INFORMATION TECHNOLOGY	8.00
601 - SILVERROCK RESORT	13,362.62
<b>Grand Total:</b>	<b>216,654.07</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-20303	TBID Due to VGPS	123,851.79
101-0000-20308	SMIP Fees Payable	1,541.72
101-0000-20325	Due to County Recorder	50.00
101-0000-22830	Miscellaneous Deposits	100.00
101-0000-41401	TOT - Short Term Vac. R...	1,140.00
101-0000-41600	Business Licenses	66.00
101-0000-42610	SMIP Fees	-77.08
101-0000-43635	VGPS TBID Admin Fee	-6,186.88
101-1004-50252	Annual Wellness Dollar ...	200.00
101-1004-60340	Employee Recognition E...	6,488.74
101-1004-60352	Subscriptions & Publicat...	395.00
101-1005-60103	Professional Services	3,820.00
101-1006-60103	Professional Services	295.05
101-1006-60104	Consultants	5,175.00
101-1006-60400	Office Supplies	43.43
101-1007-60402	Forms, Copier Paper	171.16
101-1007-60403	Citywide Supplies	179.62
101-2002-60406	Disaster Prep Supplies	5,878.35
101-2002-60691	Maintenance/Services	77.25
101-2002-61200	Water - Utilities	67.80
101-2002-61304	Mobile/Cell Phones/Sate...	247.74
101-2002-61400	Cable/Internet - Utilities	148.16
101-2002-80101	Machinery & Equipment	2,777.75
101-3002-60420	Operating Supplies	846.38
101-3003-60149	Community Experiences	8,450.48
101-3005-60136	Lighting Service	475.00
101-3005-60184	Fritz Burns Pool Mainten...	527.92
101-3005-60400	Office Supplies	75.18
101-3005-60431	Materials/Supplies	5,114.02
101-3005-60691	Maintenance/Services	7,320.00
101-3005-61202	Water - Civic Center Park...	677.34
101-3005-61203	Water -Eisenhower Park ...	161.82
101-3005-61204	Water -Fritz Burns Park -...	1,611.53
101-3005-61205	Water -Velasco Park - Uti...	136.21
101-3005-61209	Water -Community Park ...	1,339.23
101-3007-60410	Printing	165.59
101-3008-61200	Water - Utilities	496.02
101-6003-60118	Plan Checks	1,007.50
101-6003-60351	Membership Dues	245.00
101-6004-60108	Technical	20.00
101-7001-60400	Office Supplies	461.07
101-7002-60183	Map/Plan Checking	700.00
101-7002-60420	Operating Supplies	57.06
201-7003-60427	Safety Gear	168.55
202-3004-60691	Maintenance/Services	990.00

**Account Summary**

Account Number	Account Name	Expense Amount
215-7004-60431	Materials/Supplies	2,462.48
215-7004-61117	Electric - Medians - Utilit...	14.01
215-7004-61211	Water - Medians - Utiliti...	10,207.98
230-0000-42130	SB 1186 Revenue	4.00
241-9101-60103	Professional Services	20.00
401-0000-60108	Technical	535.00
401-0000-60185	Design	7,278.00
401-0000-60188	Construction	299.53
501-0000-60674	Fuel & Oil	30.00
501-0000-60676	Vehicle Repair & Maint...	4,935.95
502-0000-43611	Technology Enhancemen...	8.00
601-0000-60455	Bank Fees	974.62
601-0000-60660	Repair & Maintenance	12,388.00
	<b>Grand Total:</b>	<b>216,654.07</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	193,808.58
201804E	2,462.48
202203T	535.00
202206D	7,278.00
2324TMICT	299.53
CONCERTE	8,117.00
LQACE	333.48
STVRE	3,820.00
	<b>Grand Total:</b>
	<b>216,654.07</b>

# Demand Register



City of La Quinta

Packet: APPKT03743 - 3/8/24 JDELGADO

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 101 - GENERAL FUND</b>					
AIR EXCHANGE, INC	213281	FS #70 HOSE, GRABBER,& PR...	101-2002-60691	Maintenance/Services	1,216.94
BATRES, JESSE	213282	1/31-2/2/24 TRAVEL EXPENS...	101-1006-60320	Travel & Training	348.82
CARDENAS, ENRIQUE	213284	3/3/24 WELLNESS DOLLARS	101-1004-50252	Annual Wellness Dollar Reim...	200.00
CHARTER COMMUNICATIONS..	213285	2/29-3/28/24 FS #32 INTERN...	101-2002-61400	Cable/Internet - Utilities	99.99
COACHELLA VALLEY WATER D..	213286	WATER SERVICE	101-7006-60146	PM 10 - Dust Control	434.96
CONVERGINT TECHNOLOGIES..	213287	QUOTE:FE00632841P-ADAM...	101-2001-60692	Public Safety Camera System...	3,320.00
CRIME SCENE STERI-CLEAN, L...	213288	CRIME SCENE CLEAN-UP LA2...	101-2001-60175	Special Enforcement Funds	900.00
DECKARD TECHNOLOGIES, I...	213290	03/2024 RENTALSCAPE	101-1005-60103	Professional Services	3,750.00
DESERT CONCRETE BORDERS...	213291	315 FT 4X6 CONCRETE CURB...	101-3005-60691	Maintenance/Services	3,622.50
DESERT RECREATION DISTRI...	213292	01/2024 FRITZ BURNS POOL ...	101-3003-60184	Fritz Burns Pool Programming	10,995.14
DESERT RECREATION FOUN...	213293	3/22/24 TEAM SPONSORSHIP	101-3007-60450	Sponsorships/Advertising	750.00
DISH NETWORK	213294	2/22-3/21/24 EOC CABLE	101-2002-61400	Cable/Internet - Utilities	106.71
FIRST CHOICE A/C & HEATING..	213295	CH HVAC R22 REFRIGERANT ...	101-3008-60667	HVAC	962.50
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	227.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	115.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	227.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	131.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP, FAN BELT...	101-3008-60667	HVAC	493.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP FAN BELT...	101-3008-60667	HVAC	712.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	131.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP, FILTERS,...	101-3008-60667	HVAC	209.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & MINOR...	101-3008-60667	HVAC	281.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	131.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC CAPACITOR, FILTER...	101-3008-60667	HVAC	318.00
FIRST CHOICE A/C & HEATING..	213295	CH HVAC TUNE-UP & AIR FIL...	101-3008-60667	HVAC	131.00
FRANCHISE TAX BOARD	213296	GARNISHMENT	101-0000-20985	Garnishments Payable	223.79
FRONTIER COMMUNICATIO...	213297	2/26-3/25/24 POLICE INTER...	101-2001-61400	Cable/Internet - Utilities	536.20
GANNETT CALIFORNIA LOCAL...	213298	1/5/24 & 1/12/24 MASTER F...	101-1005-60450	Advertising	613.50
GANNETT CALIFORNIA LOCAL...	213298	1/5/24 CCPHN - HAMPTON	101-6002-60450	Advertising	301.84
GANNETT CALIFORNIA LOCAL...	213298	1/5/24 CCPH NOTICE ZOA20...	101-6002-60450	Advertising	306.75
GANNETT CALIFORNIA LOCAL...	213298	1/12/24 CCPH NOTICE CLUB ...	101-6002-60450	Advertising	306.75
GRAINGER	213299	HYDRATING DRINK MIX & ST...	101-7003-60420	Operating Supplies	326.46
HR GREEN PACIFIC INC	213300	02/2024 ONCALL PLAN CHEC...	101-7002-60183	Map/Plan Checking	17,636.50
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-2002-61101	Electricity - Utilities	1,512.01
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61102	Electric - Monticello Park - Uti..	13.59
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61103	Electric - Civic Center Park - U...	4,032.32
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61105	Electric - Fritz Burns Park - Uti..	1,844.00
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61106	Electric - Sports Complex - Uti..	6,590.19
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61108	Electric - Colonel Paige - Utiliti...	74.79
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61109	Electric - Community Park - U...	12,008.08
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61110	Electric - Adams Park - Utiliti...	46.05
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61111	Electric - Velasco Park - Utiliti...	14.42
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61113	Electric - Eisenhower Park - U...	21.07
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61114	Electric - Desert Pride - Utiliti...	13.59
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3008-61101	Electricity - Utilities	16,696.43
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SVC	101-2002-61101	Electricity - Utilities	711.77
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-3005-61115	Electric - SilverRock Event Sit...	2,060.63
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	101-7003-61101	Electricity - Utilities	844.91
INTERNATIONAL INSTITUTE ...	213303	1/10/24 - IIMC ANNUAL ME...	101-6001-60351	Membership Dues	125.00
JOHNSTONE SUPPLY	213304	CH HVAC DKAP-2C-120VAC R...	101-3008-60667	HVAC	104.92
KILEY & ASSOCIATES	213305	02/2024 FEDERAL LOBBYIST ...	101-1002-60101	Contract Services - Administr...	3,500.00
LOWE'S HOME IMPROVEME...	213307	PVC REPAIR COULPING	101-2002-60691	Maintenance/Services	24.45
LOWE'S HOME IMPROVEME...	213307	STEEL STOOL	101-3008-60431	Materials/Supplies	67.12

Demand Register

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Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
LOWE'S HOME IMPROVEME...	213307	FRENCH CLEATS, UTILITY KNI...	101-3008-60431	Materials/Supplies	81.91
LOWE'S HOME IMPROVEME...	213307	WELDING WIRE	101-3008-60431	Materials/Supplies	51.61
LOWE'S HOME IMPROVEME...	213307	FLAGGING TAPE, BOLTS	101-7003-60432	Tools/Equipment	75.80
LOWE'S HOME IMPROVEME...	213307	THREAD BOLTS	101-7003-60432	Tools/Equipment	7.57
LOWE'S HOME IMPROVEME...	213307	MARKING PAINT, RUST SPRA...	101-7003-60432	Tools/Equipment	173.96
LOWE'S HOME IMPROVEME...	213307	HAND TOOLS	101-7003-60432	Tools/Equipment	277.73
LOWE'S HOME IMPROVEME...	213307	CEMENT, USB BRAIDED CABL...	101-7003-60432	Tools/Equipment	104.00
LOWE'S HOME IMPROVEME...	213307	20V BATTERY, GLOVES	101-7003-60432	Tools/Equipment	395.64
LOWE'S HOME IMPROVEME...	213307	HAND TOOLS	101-7003-60432	Tools/Equipment	367.51
LOWE'S HOME IMPROVEME...	213307	MAGNETIC MEASURING TAPE..	101-7003-60432	Tools/Equipment	72.29
MCDOWELL AWARDS	213308	1/31/24 PLAQUE - DARLENE F.	101-3005-60431	Materials/Supplies	59.81
MERCHANTS BUILDING MAI...	213309	2/10/24 JANITORIAL SERVICES	101-3008-60115	Janitorial	47.76
MERCHANTS BUILDING MAI...	213309	02/2024 CITYWIDE JANITORI...	101-3008-60115	Janitorial	15,947.62
OCEAN SPRINGS TECH INC	213311	12/19/23 FB POOL AIR VALVE..	101-3005-60184	Fritz Burns Pool Maintenance	285.71
OCEAN SPRINGS TECH INC	213311	01/2024 FB MONTHLY POOL ...	101-3005-60184	Fritz Burns Pool Maintenance	6,082.00
OCEAN SPRINGS TECH INC	213311	12/29/23 FB WADDING POOL..	101-3005-60184	Fritz Burns Pool Maintenance	190.00
OCEAN SPRINGS TECH INC	213311	1/9/24 EMERGENCY SERVICE...	101-3005-60184	Fritz Burns Pool Maintenance	343.75
ODP BUSINESS SOLUTIONS, L...	213312	CASH RECEIPTS FOR AR	101-1006-60400	Office Supplies	39.13
ODP BUSINESS SOLUTIONS, L...	213312	TISSUE & BATTERIES	101-1002-60400	Office Supplies	59.29
ODP BUSINESS SOLUTIONS, L...	213312	PAPER, UTENSILS, TAPE	101-1005-60400	Office Supplies	123.58
ODP BUSINESS SOLUTIONS, L...	213312	CLEAR BINDER SLEEVES	101-1005-60400	Office Supplies	27.94
ODP BUSINESS SOLUTIONS, L...	213312	PAPER PLATES	101-1005-60400	Office Supplies	4.14
ODP BUSINESS SOLUTIONS, L...	213312	CLOROX WIPES	101-1006-60400	Office Supplies	17.94
ODP BUSINESS SOLUTIONS, L...	213312	CITYWIDE MANILA ENVELOP...	101-1007-60402	Forms, Copier Paper	23.31
ODP BUSINESS SOLUTIONS, L...	213312	CITYWIDE COFFEE	101-1007-60403	Citywide Supplies	23.73
PACIFIC WEST AIR CONDITIO...	213313	11/2023 CH WATER TREATM...	101-3008-60667	HVAC	125.00
PACIFIC WEST AIR CONDITIO...	213313	12/6/23 CH GVAC MECHANI...	101-3008-60667	HVAC	1,860.36
PACIFIC WEST AIR CONDITIO...	213313	02/2024 CH WATER TREATM...	101-3008-60667	HVAC	125.00
PALMS TO PINES PRINTING	213314	FY 2023-24 CITY WIDE PRO...	101-3007-60134	Promotional Items	1,143.23
PALMS TO PINES PRINTING	213314	FY 2023-24 CITY WIDE PRO...	101-3007-60134	Promotional Items	1,216.00
PATTON DOOR & GATE	213315	FS #70 RECEIVER AND BATTE...	101-2002-60691	Maintenance/Services	365.26
PATTON DOOR & GATE	213315	FS #70 GATE REPAIRS	101-2002-60691	Maintenance/Services	400.00
QUINN COMPANY	213317	BATTERY REPLACEMENT - WC	101-2002-80101	Machinery & Equipment	392.76
QUINN COMPANY	213317	GENERATOR INSPECTION AN...	101-2002-80101	Machinery & Equipment	1,220.20
QUINN COMPANY	213317	FS #32 GENERATOR TROUBL...	101-2002-80101	Machinery & Equipment	1,532.56
READ WITH ME VOLUNTEER ...	213318	2/6/24 COMMUNITY SERVIC...	101-3001-60510	Grants & Economic Develop...	500.00
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60161	Sheriff Patrol	641,102.97
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60162	Police Overtime	21,582.51
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60163	Target Team	135,990.03
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60164	Community Services Officer	59,951.84
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60166	Gang Task Force	17,150.40
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60167	Narcotics Task Force	16,078.50
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60169	Motor Officer	127,090.66
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60170	Dedicated Sergeants	45,527.58
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60171	Dedicated Lieutenant	25,496.00
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60172	Sheriff - Mileage	33,513.65
RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	101-2001-60175	Special Enforcement Funds	4,522.30
STAPLES ADVANTAGE	213320	BINDER CLIPS,CUTTER, PENS,...	101-1002-60400	Office Supplies	55.06
STAPLES ADVANTAGE	213320	OFFICE CHAIR	101-7001-60400	Office Supplies	173.98
STERICYCLE, INC	213321	2/2/24 POLICE SHRED	101-2001-60109	LQ Police Volunteers	19.25
THE CONE ZONE	213322	DEPOSIT FOR SNOW CONES ...	101-3003-60149	Community Experiences	2,446.87
THE LOCK SHOP, INC	213323	PAD LOCKS	101-7003-60432	Tools/Equipment	197.57
TRULY NOLEN INC	213327	1/17/24 BEE HIVE REMOVAL	101-3005-60691	Maintenance/Services	150.00
UC REGENTS	213328	FY 24/25 UCLA ANDERSON F...	101-0000-13600	Prepaid Expense	1,500.00
UNITED WAY OF THE DESERT	213329	CONTRIBUTION	101-0000-20981	United Way Deductions	32.00
VERITAS TECHNOLOGIES LLC	213330	LASERFICHE WORM BACKUP	101-1005-60103	Professional Services	1,057.48
VINTAGE E & S INC	213332	FACILITIES ON-CALL ELECTRI...	101-3008-60691	Maintenance/Services	500.08
VINTAGE E & S INC	213332	2/27/24 WC OUTLET REPAIRS	101-3008-60691	Maintenance/Services	344.38
WOOD, RUSSELL DAVID	213334	1/24/24 POLICE TOW LA240...	101-2001-60176	Sheriff - Other	277.50
WOOD, RUSSELL DAVID	213334	2/6/24 POLICE TOW LA2403...	101-2001-60176	Sheriff - Other	185.00

**Demand Register**

Packet: APPKT03743 - 3/8/24 JDELGADO

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
XPRESS GRAPHICS	213335	STVR POSTCARD	101-1005-60410	Printing	7,201.09
				<b>Fund 101 - GENERAL FUND Total:</b>	<b>1,276,281.49</b>

**Fund: 201 - GAS TAX FUND**

LOWE'S HOME IMPROVEME...	213307	PVC ADAPTERS, VALVE, PVC ...	201-7003-60431	Materials/Supplies	25.49
THE SHERWIN-WILLIAMS CO.	213324	PAINT MATERIAL	201-7003-60431	Materials/Supplies	84.72
TOPS' N BARRICADES INC	213325	TRAFFIC CONTROL SIGNS	201-7003-60429	Traffic Control Signs	179.44
TOPS' N BARRICADES INC	213325	TRAFFIC CONTROL SIGNS	201-7003-60429	Traffic Control Signs	633.36
TOPS' N BARRICADES INC	213325	TRAFFIC CONTROL SIGNS	201-7003-60429	Traffic Control Signs	440.06
TOPS' N BARRICADES INC	213325	TRAFFIC CONTROL SIGNS	201-7003-60429	Traffic Control Signs	629.66
				<b>Fund 201 - GAS TAX FUND Total:</b>	<b>1,992.73</b>

**Fund: 202 - LIBRARY & MUSEUM FUND**

IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	202-3004-61101	Electricity - Utilities	2,810.00
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	202-3006-61101	Electricity - Utilities	894.93
LOWE'S HOME IMPROVEME...	213307	DOOR HOLDER, DOLLY, D-BA...	202-3004-60691	Maintenance/Services	176.94
LOWE'S HOME IMPROVEME...	213307	40W LIGHT BULB AND CEILI...	202-3006-60691	Maintenance/Services	189.79
MERCHANTS BUILDING MAI...	213309	02/2024 LIBRARY JANITORIAL...	202-3004-60115	Janitorial	3,264.32
MERCHANTS BUILDING MAI...	213309	02/2024 MUSEUM JANITORI...	202-3006-60115	Janitorial	989.54
PACIFIC WEST AIR CONDITIO...	213313	11/2023 LIBRARY WATER TR...	202-3004-60667	HVAC	125.00
PACIFIC WEST AIR CONDITIO...	213313	02/2024 LIBRARY WATER TR...	202-3004-60667	HVAC	125.00
				<b>Fund 202 - LIBRARY &amp; MUSEUM FUND Total:</b>	<b>8,575.52</b>

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

RIVERSIDE COUNTY SHERIFF ...	213319	11/16-12/13/23 BP6 POLICE ...	212-0000-60178	COPS Robbery Prevention	19,783.99
				<b>Fund 212 - SLESA (COPS) FUND Total:</b>	<b>19,783.99</b>

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

COACHELLA VALLEY WATER D..	213286	WATER SERVICE	215-7004-61211	Water - Medians - Utilities	29.04
COACHELLA VALLEY WATER D..	213286	WATER SERVICE	215-7004-61211	Water - Medians - Utilities	34.13
FRONTIER COMMUNICATIO...	213297	2/10-3/9/24 PHONE SVC	215-7004-61116	Electric - Utilities	56.28
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	215-7004-61116	Electric - Utilities	6,744.67
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	215-7004-61117	Electric - Medians - Utilities	3,580.85
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SVC	215-7004-61116	Electric - Utilities	307.49
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SVC	215-7004-61117	Electric - Medians - Utilities	31.08
IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	215-7004-61116	Electric - Utilities	1,150.75
LOWE'S HOME IMPROVEME...	213307	MARKING TAPE, RUST SPRAY...	215-7004-60431	Materials/Supplies	120.64
LOWE'S HOME IMPROVEME...	213307	BLADE & BLOW GUN MATER...	215-7004-60431	Materials/Supplies	86.72
LOWE'S HOME IMPROVEME...	213307	DECK SCREWS	215-7004-60431	Materials/Supplies	20.62
LOWE'S HOME IMPROVEME...	213307	LATCHING, WOOD KNIFE, WI...	215-7004-60431	Materials/Supplies	180.58
LOWE'S HOME IMPROVEME...	213307	SHIP TAPE, BRUSH CLEANER	215-7004-60431	Materials/Supplies	18.55
PWLC II, INC	213316	L&L PLANT REPLACEMENT	215-7004-60691	Maintenance/Services	2,240.00
TRI-STATE MATERIALS INC	213326	AVE 52 HARDSCAPE MATERI...	215-7004-60431	Materials/Supplies	12,389.47
TRI-STATE MATERIALS INC	213326	AVE 52 HARDSCAPE MATERI...	215-7004-60431	Materials/Supplies	9,287.27
VINTAGE ASSOCIATES	213331	PLANT MATERIAL	215-7004-60431	Materials/Supplies	932.04
				<b>Fund 215 - LIGHTING &amp; LANDSCAPING FUND Total:</b>	<b>37,210.18</b>

**Fund: 235 - SO COAST AIR QUALITY FUND**

IMPERIAL IRRIGATION DIST	213301	ELECTRICITY SERVICE	235-0000-61101	Electricity - Utilities	2,678.24
				<b>Fund 235 - SO COAST AIR QUALITY FUND Total:</b>	<b>2,678.24</b>

**Fund: 241 - HOUSING AUTHORITY**

CAHA, BECKY	213283	01/2024 Housing Consultant ...	241-9101-60103	Professional Services	5,850.00
				<b>Fund 241 - HOUSING AUTHORITY Total:</b>	<b>5,850.00</b>

**Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS**

IMPERIAL IRRIGATION DIST	213302	RELOCATE DOWN GUY POLE ...	401-0000-60188	Construction	6,064.78
LANDMARK CONSULTANTS, ...	213306	2023-15 MONROE STREET	401-0000-60108	Technical	1,788.00
MSA CONSULTING INC	213310	ON-CALL SURVEY CULTURAL ...	401-0000-60108	Technical	18,978.75
				<b>Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:</b>	<b>26,831.53</b>

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

DANIEL'S TIRE SERVICE, INC.	213289	2015 M300 NEW TIRES VIN #...	501-0000-60676	Vehicle Repair & Maintenanc...	586.17
WEX BANK	213333	1/26-2/25/24 FUEL	501-0000-60674	Fuel & Oil	6,275.91
				<b>Fund 501 - FACILITY &amp; FLEET REPLACEMENT Total:</b>	<b>6,862.08</b>

**Demand Register**

Packet: APPKT03743 - 3/8/24 JDELGADO

Vendor Name	Payment Number	Description (Item)	Account Number	Account Name	Amount
<b>Fund: 502 - INFORMATION TECHNOLOGY</b>					
CHARTER COMMUNICATIONS..	213285	1/15-2/14/24 WC CABLE (81...	502-0000-61400	Cable/Internet - Utilities	154.66
CHARTER COMMUNICATIONS..	213285	2/20-3/19/24 WC CABLE (19...	502-0000-61400	Cable/Internet - Utilities	13.22
CHARTER COMMUNICATIONS..	213285	2/10-3/9/24 CH INTERNET (2...	502-0000-61400	Cable/Internet - Utilities	2,254.81
CHARTER COMMUNICATIONS..	213285	2/12-3/11/24 CITY YARD (40...	502-0000-61400	Cable/Internet - Utilities	82.07
FRONTIER COMMUNICATIO...	213297	2/12-3/11/24 X-PARK INTER...	502-0000-61400	Cable/Internet - Utilities	904.17
<b>Fund 502 - INFORMATION TECHNOLOGY Total:</b>					<b>3,408.93</b>
<b>Grand Total:</b>					<b>1,389,474.69</b>



**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	1,276,281.49
201 - GAS TAX FUND	1,992.73
202 - LIBRARY & MUSEUM FUND	8,575.52
212 - SLESA (COPS) FUND	19,783.99
215 - LIGHTING & LANDSCAPING FUND	37,210.18
235 - SO COAST AIR QUALITY FUND	2,678.24
241 - HOUSING AUTHORITY	5,850.00
401 - CAPITAL IMPROVEMENT PROGRAMS	26,831.53
501 - FACILITY & FLEET REPLACEMENT	6,862.08
502 - INFORMATION TECHNOLOGY	3,408.93
<b>Grand Total:</b>	<b>1,389,474.69</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	1,500.00
101-0000-20981	United Way Deductions	32.00
101-0000-20985	Garnishments Payable	223.79
101-1002-60101	Contract Services - Admi...	3,500.00
101-1002-60400	Office Supplies	114.35
101-1004-50252	Annual Wellness Dollar ...	200.00
101-1005-60103	Professional Services	4,807.48
101-1005-60400	Office Supplies	155.66
101-1005-60410	Printing	7,201.09
101-1005-60450	Advertising	613.50
101-1006-60320	Travel & Training	348.82
101-1006-60400	Office Supplies	57.07
101-1007-60402	Forms, Copier Paper	23.31
101-1007-60403	Citywide Supplies	23.73
101-2001-60109	LQ Police Volunteers	19.25
101-2001-60161	Sheriff Patrol	641,102.97
101-2001-60162	Police Overtime	21,582.51
101-2001-60163	Target Team	135,990.03
101-2001-60164	Community Services Offi...	59,951.84
101-2001-60166	Gang Task Force	17,150.40
101-2001-60167	Narcotics Task Force	16,078.50
101-2001-60169	Motor Officer	127,090.66
101-2001-60170	Dedicated Sargeants	45,527.58
101-2001-60171	Dedicated Lieutenant	25,496.00
101-2001-60172	Sheriff - Mileage	33,513.65
101-2001-60175	Special Enforcement Fu...	5,422.30
101-2001-60176	Sheriff - Other	462.50
101-2001-60692	Public Safety Camera Sys...	3,320.00
101-2001-61400	Cable/Internet - Utilities	536.20
101-2002-60691	Maintenance/Services	2,006.65
101-2002-61101	Electricity - Utilities	2,223.78
101-2002-61400	Cable/Internet - Utilities	206.70
101-2002-80101	Machinery & Equipment	3,145.52
101-3001-60510	Grants & Economic Deve...	500.00
101-3003-60149	Community Experiences	2,446.87
101-3003-60184	Fritz Burns Pool Progra...	10,995.14
101-3005-60184	Fritz Burns Pool Mainten...	6,901.46
101-3005-60431	Materials/Supplies	59.81
101-3005-60691	Maintenance/Services	3,772.50
101-3005-61102	Electric - Monticello Park...	13.59
101-3005-61103	Electric - Civic Center Pa...	4,032.32
101-3005-61105	Electric - Fritz Burns Park...	1,844.00
101-3005-61106	Electric - Sports Complex...	6,590.19
101-3005-61108	Electric - Colonel Paige -...	74.79
101-3005-61109	Electric - Community Par...	12,008.08

**Account Summary**

Account Number	Account Name	Expense Amount
101-3005-61110	Electric - Adams Park - Ut..	46.05
101-3005-61111	Electric - Velasco Park - ...	14.42
101-3005-61113	Electric - Eisenhower Par...	21.07
101-3005-61114	Electric - Desert Pride - U...	13.59
101-3005-61115	Electric - SilverRock Even...	2,060.63
101-3007-60134	Promotional Items	2,359.23
101-3007-60450	Sponsorships/Advertising	750.00
101-3008-60115	Janitorial	15,995.38
101-3008-60431	Materials/Supplies	200.64
101-3008-60667	HVAC	6,283.78
101-3008-60691	Maintenance/Services	844.46
101-3008-61101	Electricity - Utilities	16,696.43
101-6001-60351	Membership Dues	125.00
101-6002-60450	Advertising	915.34
101-7001-60400	Office Supplies	173.98
101-7002-60183	Map/Plan Checking	17,636.50
101-7003-60420	Operating Supplies	326.46
101-7003-60432	Tools/Equipment	1,672.07
101-7003-61101	Electricity - Utilities	844.91
101-7006-60146	PM 10 - Dust Control	434.96
201-7003-60429	Traffic Control Signs	1,882.52
201-7003-60431	Materials/Supplies	110.21
202-3004-60115	Janitorial	3,264.32
202-3004-60667	HVAC	250.00
202-3004-60691	Maintenance/Services	176.94
202-3004-61101	Electricity - Utilities	2,810.00
202-3006-60115	Janitorial	989.54
202-3006-60691	Maintenance/Services	189.79
202-3006-61101	Electricity - Utilities	894.93
212-0000-60178	COPS Robbery Prevention	19,783.99
215-7004-60431	Materials/Supplies	23,035.89
215-7004-60691	Maintenance/Services	2,240.00
215-7004-61116	Electric - Utilities	8,259.19
215-7004-61117	Electric - Medians - Utilit...	3,611.93
215-7004-61211	Water - Medians - Utiliti...	63.17
235-0000-61101	Electricity - Utilities	2,678.24
241-9101-60103	Professional Services	5,850.00
401-0000-60108	Technical	20,766.75
401-0000-60188	Construction	6,064.78
501-0000-60674	Fuel & Oil	6,275.91
501-0000-60676	Vehicle Repair & Maint...	586.17
502-0000-61400	Cable/Internet - Utilities	3,408.93
	<b>Grand Total:</b>	<b>1,389,474.69</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	1,325,328.46	
111205CT	6,064.78	
201804E	23,916.74	
201901T	18,978.75	
202315T	1,788.00	
BDAYE	2,446.87	
STVRE	10,951.09	
	<b>Grand Total:</b>	<b>1,389,474.69</b>

# City of La Quinta

Bank Transactions 2/24/2024-3/08/2024

## Wire Transaction

Listed below are the wire transfers from 2/24/2024-3/08/2024.

### Wire Transfers:

02/26/2024 - WIRE TRANSFER - AMERITAS	\$89.96
02/26/2024 - WIRE TRANSFER - AMERITAS	\$2,051.72
02/26/2024 - WIRE TRANSFER - STANDARD OF OREGON	\$3,106.76
02/26/2024 - WIRE TRANSFER - COLONIAL LIFE	\$9,197.02
02/26/2024 - WIRE TRANSFER - AMERITAS	\$13,293.96
03/01/2024 - WIRE TRANSFER - CALPERS	\$593.28
03/01/2024 - WIRE TRANSFER - CALPERS	\$5,747.50
03/01/2024 - WIRE TRANSFER - CALPERS	\$15,927.37
03/01/2024 - WIRE TRANSFER - CALPERS	\$30,774.24
03/04/2024 - WIRE TRANSFER - STERLING	\$1,595.80
03/04/2024 - WIRE TRANSFER - LQCEA	\$486.00
03/04/2024 - WIRE TRANSFER - MISSION SQUARE	\$4,025.00
03/04/2024 - WIRE TRANSFER - MISSION SQUARE	\$11,528.19
03/06/2024 - WIRE TRANSFER - LANDMARK	\$181,741.20
03/07/2024 - WIRE TRANSFER - CALPERS	\$148,077.04
TOTAL WIRE TRANSFERS OUT	<u>\$428,235.04</u>

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED DECEMBER 31, 2023

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### RECOMMENDATION

Receive and file revenue and expenditure report dated December 31, 2023.

### EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for December 2023 (Attachment 1).
- These reports are also reviewed by the Financial Advisory Commission.

**FISCAL IMPACT** – None

### BACKGROUND/ANALYSIS

Below is a summary of the column headers used on the *Revenue and Expenditure Summary Reports*:

Original Total Budget – represents revenue and expenditure budgets the Council adopted in June 2023 for fiscal year (FY) 2023/24.

Current Total Budget – represents original adopted budgets plus any Council approved budget amendments from throughout the year, including carryovers from the prior fiscal year.

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

Fiscal Activity – represents actual revenues received and expenditures outlaid YTD.

Variance Favorable/(Unfavorable) - represents the dollar difference between YTD collections/expenditures and the current budgeted amount.

Percent Used – represents the percentage activity as compared to budget.

	<b>December 2023 Revenues</b>			<b>Comparison to 2022</b>	
	<b>MTD</b>	<b>YTD</b>	<b>Percent of Budget</b>	<b>YTD</b>	<b>Percent of Budget</b>
<b>General Fund (GF)</b>	\$6,668,170	\$18,940,083	24.13%	\$19,909,227	29.14%
<b>All Funds</b>	\$18,930,696	\$44,061,424	22.36%	\$33,907,681	19.06%

	<b>December 2023 Expenditures</b>			<b>Comparison to 2022</b>	
	<b>MTD</b>	<b>YTD</b>	<b>Percent of Budget</b>	<b>YTD</b>	<b>Percent of Budget</b>
<b>General Fund</b>	\$10,567,852	\$23,622,097	23.86%	\$17,453,167	17.45%
<b>Payroll (GF)</b>	\$1,027,569	\$5,870,845	43.85%	\$6,855,961	49.68%
<b>All Funds</b>	\$19,013,938	\$66,349,059	29.07%	\$44,565,946	21.00%

Total revenue and expenditure figures are inclusive of internal accounting entries such as transfers in/out and internal service fund quarterly allocations, which are not reflected individually in the Top Five chart.

**Top Five Revenue/Income Sources for December**

<b>General Fund</b>		<b>Non-General Fund</b>	
Property Tax	\$ 2,393,086	Allocated Interest	\$ 565,219
Measure G Sales Tax	\$ 1,342,070	SilverRock Green Fees	\$ 525,613
Transient Occupancy (Hotel) Tax	\$ 1,232,179	Pension Trust Earnings	\$ 227,727
Sales Tax	\$ 1,099,316	OPEB Trust Earnings	\$ 182,134
Fire Service Credit	\$ 107,046	County Sales Tax (Measure A)	\$ 170,436

**Top Five Expenditures/Outlays for December**

<b>General Fund</b>		<b>Non-General Fund</b>	
Sheriff Contract (Sept/Oct)	\$ 1,191,239	Capital Improvement Program - Construction <sup>(1)</sup>	\$ 4,465,091
Contract Legal Services	\$ 210,828	SilverRock Maintenance	\$ 244,640
Parks Maintenance Services	\$ 136,761	Lighting & Landscape Maintenance Contract	\$ 149,596
Parks Landscape Maintenance Contract	\$ 134,622	Information Technology Management Services	\$ 79,263
Marketing and Tourism Promotions	\$ 69,999	Capital Improvement Program - Design <sup>(2)</sup>	\$ 73,884

<sup>(1)</sup>CIP Construction: Dune Palms Bridge, pavement management plan slurry sealing, and Fred Waring pavement rehab

<sup>(2)</sup>CIP Design: Contracted design expenses associated with cultural campus, Fritz Burns Park master plan, landscape conversions and Civic Center lake/irrigation projects.

The revenue report includes revenues and transfers into funds from other funds (income items). Revenues are not received uniformly throughout the year, resulting in peaks and valleys. For example, large property tax payments are usually received in December and May. Similarly, Redevelopment Property Tax Trust Fund payments are typically received in January and June. Any timing imbalance of revenue receipts versus expenditures is funded from the City's cash flow reserve.

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

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

Attachment: 1. Revenue and Expenditure Report for December 31, 2023

### Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	78,478,100	78,478,100	6,668,170	18,940,083	-59,538,017	24.13%
105 - DISASTER RECOVERY FUND	15,000	15,000	0	-8,794	-23,794	58.63%
201 - GAS TAX FUND	2,458,600	2,458,600	662,016	1,284,090	-1,174,510	52.23%
202 - LIBRARY & MUSEUM FUND	2,922,000	2,922,000	180	-7,745	-2,929,745	0.27%
203 - PUBLIC SAFETY FUND (MEAS	2,500	2,500	0	-179	-2,679	7.17%
210 - FEDERAL ASSISTANCE FUND	156,000	336,349	9,739	180,347	-156,002	53.62%
212 - SLESA (COPS) FUND	101,500	101,500	8,333	24,573	-76,927	24.21%
215 - LIGHTING & LANDSCAPING F	2,992,000	2,992,000	2,000,000	2,016,316	-975,684	67.39%
220 - QUIMBY FUND	50,000	50,000	0	0	-50,000	0.00%
221 - AB 939 - CALRECYCLE FUND	70,000	70,000	0	15,036	-54,964	21.48%
223 - MEASURE A FUND	2,028,000	2,028,000	170,436	467,063	-1,560,937	23.03%
225 - INFRASTRUCTURE FUND	500	500	0	-17	-517	3.41%
226 - EMERGENCY MANAGEMENT	12,500	12,500	0	0	-12,500	0.00%
227 - STATE HOMELAND SECURITY	5,000	5,000	0	0	-5,000	0.00%
230 - CASp FUND, AB 1379	20,500	20,500	1,304	7,743	-12,757	37.77%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	55	14,012	14,012	0.00%
235 - SO COAST AIR QUALITY FUNI	55,000	55,000	0	-75	-55,075	0.14%
237 - SUCCESSOR AGCY PA 1 ADM	0	0	0	-165	-165	0.00%
241 - HOUSING AUTHORITY	1,401,500	1,401,500	109,547	952,913	-448,587	67.99%
243 - RDA LOW-MOD HOUSING FL	30,000	30,000	0	-3,375	-33,375	11.25%
247 - ECONOMIC DEVELOPMENT F	20,000	20,000	6,338	47,812	27,812	239.06%
249 - SA 2011 LOW/MOD BOND FI	36,000	1,423,009	20,943	38,877	-1,384,132	2.73%
250 - TRANSPORTATION DIF FUND	1,520,000	1,520,000	92,207	124,516	-1,395,484	8.19%
251 - PARKS & REC DIF FUND	751,500	751,500	48,438	101,029	-650,471	13.44%
252 - CIVIC CENTER DIF FUND	501,500	501,500	28,290	34,443	-467,057	6.87%
253 - LIBRARY DEVELOPMENT DIF	100,000	100,000	9,131	10,322	-89,678	10.32%
254 - COMMUNITY & CULTURAL C	252,500	252,500	21,988	23,988	-228,512	9.50%
255 - STREET FACILITY DIF FUND	1,000	1,000	0	-71	-1,071	7.10%
256 - PARK FACILITY DIF FUND	100	100	0	-7	-107	6.69%
257 - FIRE PROTECTION DIF	151,500	151,500	8,487	10,206	-141,294	6.74%
259 - MAINTENANCE FACILITIES DI	101,000	101,000	7,199	9,359	-91,641	9.27%
270 - ART IN PUBLIC PLACES FUND	154,000	154,000	50,908	72,371	-81,629	46.99%
275 - LQ PUBLIC SAFETY OFFICER	2,500	2,500	2,000	1,953	-547	78.12%
299 - INTEREST ALLOCATION FUNI	0	0	565,219	3,413,722	3,413,722	0.00%
310 - LQ FINANCE AUTHORITY DEE	1,100	1,100	0	0	-1,100	0.00%
401 - CAPITAL IMPROVEMENT PRC	17,950,700	89,820,762	5,155,291	10,118,950	-79,701,812	11.27%
405 - SA PA 1 CAPITAL IMPRV FUN	1,500	1,500	0	-5	-1,505	0.36%
501 - FACILITY & FLEET REPLACEM	1,685,000	1,685,000	373,750	753,274	-931,726	44.70%
502 - INFORMATION TECHNOLOG'	2,256,708	2,256,708	765,691	1,539,026	-717,682	68.20%
503 - PARK EQUIP & FACILITY FUN	470,000	470,000	250,000	496,660	26,660	105.67%
504 - INSURANCE FUND	1,362,230	1,362,230	215,308	555,073	-807,157	40.75%
601 - SILVERROCK RESORT	5,277,950	5,277,950	1,182,867	2,398,806	-2,879,144	45.45%
602 - SILVERROCK GOLF RESERVE	87,000	87,000	82,000	81,446	-5,554	93.62%
760 - SUPPLEMENTAL PENSION PL	6,000	6,000	5,000	4,931	-1,069	82.18%
761 - CERBT OPEB TRUST	20,000	20,000	182,134	100,758	80,758	503.79%
762 - PARS PENSION TRUST	100,000	100,000	227,727	242,158	142,158	242.16%
<b>Report Total:</b>	<b>123,608,488</b>	<b>197,045,908</b>	<b>18,930,696</b>	<b>44,061,424</b>	<b>-152,984,484</b>	<b>22.36%</b>

Accounts are subject to adjusting entries and audit. The City's Annual Comprehensive Financial Report, published annually, is the best resource for all final audited numbers.

**Fund Summary**

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	72,828,750	99,002,131	10,567,852	23,622,097	75,380,033	23.86%
201 - GAS TAX FUND	2,802,400	4,811,461	1,183,509	1,648,132	3,163,329	34.25%
202 - LIBRARY & MUSEUM FUND	2,240,160	4,934,483	161,816	351,180	4,583,304	7.12%
203 - PUBLIC SAFETY FUND (MEAS	0	41,687	9,687	9,687	32,000	23.24%
210 - FEDERAL ASSISTANCE FUND	156,300	336,649	180,349	180,349	156,300	53.57%
212 - SLESA (COPS) FUND	100,000	100,000	9,678	22,230	77,770	22.23%
215 - LIGHTING & LANDSCAPING F	3,186,915	3,353,915	306,021	1,109,339	2,244,576	33.08%
220 - QUIMBY FUND	0	445,176	0	0	445,176	0.00%
221 - AB 939 - CALRECYCLE FUND	150,000	150,000	13,298	85,832	64,168	57.22%
223 - MEASURE A FUND	1,865,000	4,810,319	1,001,214	2,594,434	2,215,886	53.93%
226 - EMERGENCY MANAGEMENT	12,000	12,000	200	9,950	2,050	82.92%
227 - STATE HOMELAND SECURITY	5,000	5,000	0	0	5,000	0.00%
230 - CASp FUND, AB 1379	5,500	5,500	0	0	5,500	0.00%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	0	15,000,437	-15,000,437	0.00%
235 - SO COAST AIR QUALITY FUNI	54,000	54,000	2,369	10,061	43,939	18.63%
237 - SUCCESSOR AGCY PA 1 ADM	0	0	0	2,600	-2,600	0.00%
241 - HOUSING AUTHORITY	1,596,340	1,996,340	172,282	1,012,331	984,009	50.71%
243 - RDA LOW-MOD HOUSING FL	250,000	300,000	0	0	300,000	0.00%
247 - ECONOMIC DEVELOPMENT F	31,500	31,500	849	20,405	11,095	64.78%
249 - SA 2011 LOW/MOD BOND FI	250,000	3,824,192	0	3,582,426	241,766	93.68%
250 - TRANSPORTATION DIF FUND	550,000	1,669,775	1,335	401,335	1,268,440	24.04%
251 - PARKS & REC DIF FUND	650,000	1,121,285	7,715	7,715	1,113,570	0.69%
252 - CIVIC CENTER DIF FUND	0	249,925	0	0	249,925	0.00%
253 - LIBRARY DEVELOPMENT DIF	15,000	15,000	0	0	15,000	0.00%
254 - COMMUNITY & CULTURAL C	0	125,000	0	0	125,000	0.00%
259 - MAINTENANCE FACILITIES DI	180,000	180,000	0	0	180,000	0.00%
270 - ART IN PUBLIC PLACES FUND	233,000	742,711	15,488	43,913	698,798	5.91%
310 - LQ FINANCE AUTHORITY DEE	1,100	1,100	0	0	1,100	0.00%
401 - CAPITAL IMPROVEMENT PRC	17,950,700	84,998,963	4,573,166	11,129,662	73,869,301	13.09%
501 - FACILITY & FLEET REPLACEM	1,448,750	2,331,044	52,767	242,606	2,088,438	10.41%
502 - INFORMATION TECHNOLOG'	3,082,620	3,277,620	146,690	1,068,553	2,209,067	32.60%
503 - PARK EQUIP & FACILITY FUN	2,242,200	3,092,200	6,863	652,773	2,439,427	21.11%
504 - INSURANCE FUND	1,118,000	1,118,000	452	1,106,416	11,584	98.96%
601 - SILVERROCK RESORT	5,034,993	5,034,993	597,365	2,405,684	2,629,309	47.78%
760 - SUPPLEMENTAL PENSION PL	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,800	1,800	388	782	1,018	43.46%
762 - PARS PENSION TRUST	30,000	30,000	2,585	15,296	14,704	50.99%
<b>Report Total:</b>	<b>118,084,878</b>	<b>228,216,619</b>	<b>19,013,938</b>	<b>66,349,059</b>	<b>161,867,560</b>	<b>29.07%</b>

Accounts are subject to adjusting entries and audit. The City's Annual Comprehensive Financial Report, published annually, is the best resource for all final audited numbers.



[CLICK HERE to Return to Agenda Fund Descriptions](#)

Fund #	Name	Notes
101	General Fund	The primary fund of the City used to account for all revenue and expenditures of the City; a broad range of municipal activities are provided through this fund.
105	Disaster Recovery Fund	Accounts for use of one-time federal funding designed to deliver relief to American workers and aid in the economic recovery in the wake of COVID-19. The American Rescue Plan Act (ARPA) was passed by Congress in 2021 to provide fiscal recovery funds to state and local governments.
201	Gas Tax Fund	Gasoline sales tax allocations received from the State which are restricted to street-related expenditures.
202	Library and Museum Fund	Revenues from property taxes and related expenditures for library and museum services.
203	Public Safety Fund	General Fund Measure G sales tax revenue set aside for public safety expenditures.
210	Federal Assistance Fund	Community Development Block Grant (CDBG) received from the federal government and the expenditures of those resources.
212	SLESF (COPS) Fund	Supplemental Law Enforcement Services Funds (SLESF) received from the State for law enforcement activities. Also known as Citizen's Option for Public Safety (COPS).
215	Lighting & Landscaping Fund	Special assessments levied on real property for city-wide lighting and landscape maintenance/improvements and the expenditures of those resources.
220	Quimby Fund	Developer fees received under the provisions of the Quimby Act for park development and improvements.
221	AB939 Fund/Cal Recycle	Franchise fees collected from the city waste hauler that are used to reduce waste sent to landfills through recycling efforts. Assembly Bill (AB) 939.
223	Measure A Fund	County sales tax allocations which are restricted to street-related expenditures.
224	TUMF Fund	Developer-paid Transportation Uniform Mitigation Fees (TUMF) utilized for traffic projects in Riverside County.
225	Infrastructure Fund	Developer fees for the acquisition, construction or improvement of the City's infrastructure as defined by Resolution
226	Emergency Mgmt. Performance Grant (EMPG)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
227	State Homeland Security Programs (SHSP)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
230	CASP Fund, AB1379 / SB1186	Certified Access Specialist (CASP) program fees for ADA Accessibility Improvements; derived from Business License renewals. Assembly Bill (AB) 1379 and Senate Bill (SB) 1186.
231	Successor Agency PA 1 RORF Fund	Successor Agency (SA) Project Area (PA) 1 Redevelopment Obligation Retirement Fund (RORF) for Redevelopment Property Tax Trust Fund (RPTTF) taxes received for debt service payments on recognized obligations of the former Redevelopment Agency (RDA).
235	SO Coast Air Quality Fund (AB2766, PM10)	Contributions from the South Coast Air Quality Management District. Uses are limited to the reduction and control of airborne pollutants. Assembly Bill (AB) 2766.
237	Successor Agency PA 1 Admin Fund	Successor Agency (SA) Project Area (PA) 1 for administration of the Recognized Obligation Payment Schedule (ROPS) associated with the former Redevelopment Agency (RDA).
241	Housing Authority	Activities of the Housing Authority which is to promote and provide quality affordable housing.
243	RDA Low-Moderate Housing Fund	Activities of the Housing Authority which is to promote and provide quality affordable housing. Accounts for RDA loan repayments (20% for Housing) and housing programs..
244	Housing Grants	Activities related Local Early Action Planning (LEAP) and SB2 grants for housing planning and development.
247	Economic Development Fund	Proceeds from sale of City-owned land and transfers from General Fund for future economic development.
249	SA 2011 Low/Mod Bond Fund	Successor Agency (SA) low/moderate housing fund; 2011 bonds refinanced in 2016.
250	Transportation DIF Fund	Developer impact fees collected for specific public improvements - transportation related.
251	Parks & Rec. DIF Fund	Developer impact fees collected for specific public improvements - parks and recreation.
252	Civic Center DIF Fund	Developer impact fees collected for specific public improvements - Civic Center.
253	Library Development DIF Fund	Developer impact fees collected for specific public improvements - library.
254	Community Center DIF Fund	Developer impact fees collected for specific public improvements - community center.
255	Street Facility DIF Fund	Developer impact fees collected for specific public improvements - streets.
256	Park Facility DIF Fund	Developer impact fees collected for specific public improvements - parks.
257	Fire Protection DIF Fund	Developer impact fees collected for specific public improvements - fire protection.
259	Maintenance Facilities DIF Fund	Developer impact fees collected for specific public improvements - maintenance facilities.
270	Art In Public Places Fund	Developer fees collected in lieu of art placement; utilized for acquisition, installation and maintenance of public artworks.
275	LQ Public Safety Officer Fund	Annual transfer in from General Fund; distributed to public safety officers disabled or killed in the line of duty.
299	Interest Allocation Fund	Interest earned on investments.
310	LQ Finance Authority Debt Service Fund	Accounted for the debt service the Financing Authority's outstanding debt and any related reporting requirements. This bond was fully paid in October 2018.
401	Capital Improvement Program Fund	Planning, design, and construction of various capital projects throughout the City.
405	SA PA 1 Capital Improvement Fund	Successor Agency (SA) Project Area (PA) 1 bond proceeds restricted by the bond indenture covenants. Used for SilverRock infrastructure improvements.
501	Equipment Replacement Fund	Internal Service Fund for vehicles, heavy equipment, and related facilities.
502	Information Technology Fund	Internal Service Fund for computer hardware and software and phone systems.
503	Park Equipment & Facility Fund	Internal Service Fund for park equipment and facilities.
504	Insurance Fund	Internal Service Fund for city-wide insurance coverages.
601	SilverRock Resort Fund	Enterprise Fund for activities of the city-owned golf course.
602	SilverRock Golf Reserve Fund	Enterprise Fund for golf course reserves for capital improvements.
760	Supplemental Pension Plan (PARS Account)	Supplemental pension savings plan for excess retiree benefits to general employees of the City.
761	Other Post Benefit Obligation Trust (OPEB)	For retiree medical benefits and unfunded liabilities.
762	Pension Trust Benefit (PARS Account)	For all pension-related benefits and unfunded liabilities.

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# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH TRITON TECHNOLOGY SOLUTIONS, INC. FOR AUDIO AND VIDEO SYSTEM UPGRADES AND ANNUAL MAINTENANCE AND SUPPORT SERVICES FOR SEVERAL MEETING ROOMS AT CITY HALL AND WELLNESS CENTER

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### RECOMMENDATION

Approve Agreement for Contract Services with Triton Technology Solutions, Inc. for audio and video system upgrades and annual maintenance and support services at several meeting rooms at City Hall and the Wellness Center; and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY

- The existing audio and visual (AV) systems at several meeting rooms located at City Hall and the Wellness Center were updated over 10 years ago, and require upgrades to ensure compatibility with ever-changing technology and software updates, and the ability to broadcast public meetings live and provide quality audio.
- In January 2024, the City issued a Request for Proposals (RFP) for AV upgrades and maintenance and support services and received one proposal from Triton Technology Solutions (Triton).

### FISCAL IMPACT

The project cost is \$621,871 over a six-year term, beginning from the anticipated contract start date of April 1, 2024, and ending June 30, 2027, with an option to extend for an additional three-year term through June 30, 2030 for the maintenance and support services only. The breakdown of the costs related to AV upgrades for each conference room are listed in the table below, and funds are available in Machinery and Equipment Account No. 502-0000-80100 – total upgrade costs for all four rooms are \$495,127. Annual maintenance and support services are also detailed in the table below, and funds are available for fiscal year (FY) 2023/24 in the Maintenance and Agreements Account No. 502-0000-60300. Funds will be budgeted in accordance with the Agreement for future FYs.

**Audio and Visual (AV) Upgrades – City Hall and Wellness Center**

<b>Project Cost</b>	<b>One Time Fees</b>	<b>Contingency Budget</b>
Chamber – Audio Upgrade	\$ 32,472.73	-
Caucus Room – AV Upgrade	\$ 28,990.68	-
Study Session Room – AV Upgrade <i>(Includes 5% Contingency = 9,020)</i>	\$ 205,651.49	-
Study Session Room – Broadcast <i>(Includes 5% Contingency = 1,616.15)</i>	\$ 35,669.59	
Meeting Room (Wellness Center) <i>(Includes 5% Contingency = 7,495.90)</i>	\$ 168,764.95	-
Contingency Budget <i>(approximately 5% for unanticipated items)</i>	-	\$ 23,577.56
<b>UPGRADES TOTAL \$495,127:</b>	<b>\$ 471,549.44</b>	<b>\$ 23,577.56</b>

**Annual Maintenance and Support Services**

<b>Fiscal Year</b>	<b>Facilities</b>	<b>Maintenance Costs</b>
FYs 2024/25 to 2026/27 <i>Consolidates current maintenance services contract</i>	Chamber & Caucus Rooms Annual \$13,625 per FY	\$ 40,875
FYs 2024/25 to 2026/27	Study Session & Wellness Center Meeting Rooms \$5,500 per FY & \$4,000 <i>contingency</i>	\$ 16,500 \$ 4,000
<b>Initial 3-Year Term Maintenance Total:</b>		<b>\$ 61,375</b>
<u>Optional One-Time 3-Year Term Extension</u>		
FYs 2027/28 to 2029/30	Chamber & Caucus Rooms \$13,625 per FY	\$ 40,875
FYs 2027/28 to 2029/30	Study Session & Wellness Center Meeting Rooms \$5,500 per FY & \$4,000 <i>contingency</i>	\$ 16,500 \$ 4,000
FY 2025/26 – 2027/28	Contingency <i>(approx. 5% for CPI)</i>	\$ 3,994
<b>Optional 3-Year Extended Term Maintenance Total:</b>		<b>\$ 65,369</b>

**BACKGROUND/ANALYSIS**

The existing audio and visual (AV) systems for several meeting rooms located at City Hall and the Wellness Center were updated over 10 years ago with the most current technology for its time, and require upgrades to ensure compatibility with ever-changing technology and software updates, and the ability to broadcast public meetings live and provide quality audio.

During the past several years, staff has identified issues with the current AV systems in the meeting rooms enumerated below, which are being proposed for upgrades:

- Chamber – audio upgrade only; the AV system and controls in the Chamber were upgraded in 2022, however, the audio system and speakers were not and are now due for replacement.
- Study Session – complete AV system upgrade, addition of broadcasting capabilities, and connection to livestream.
- Caucus room – complete AV system upgrade and connection to Chamber system.
- Wellness Center Meeting room – complete AV system upgrade.

In January 2024, the City issued an RFP seeking qualified firms to provide AV upgrades, and maintenance and support services. Three firms contacted the City expressing interest; two firms (Triton and Western Audio Visual & Security) conducted a walk-through of the facilities; and one proposal was received from Triton. The response was evaluated based on method of implementation, security standards, ease of access for the public and staff, maintenance and support, customization, and recurring costs. Triton is being recommended based on their ability to provide a complete and comprehensive solution at a competitive cost.

In 2022, Triton was selected as the winning proposal for the AV system upgrade in the Chamber, following an RFP, published by the City in 2021, which received three proposals. Triton is currently contracted with the City to provide annual maintenance and support services for the Chamber. If the proposed agreement is approved, the existing agreement with Triton will be terminated, as those services and costs are being incorporated into the new agreement.

These upgrades are necessary to ensure the City has quality meeting facilities that are technologically equipped and compatible with current standards; in compliance with State mandates for open and public meetings; and to secure a secondary meeting facility to broadcast and livestream public meetings should there be a failure of the Chamber equipment, or if a smaller meeting space is better suited for public meetings.

Upon Council's approval, the initial term of this Agreement would begin April 1, 2024, and expire June 30, 2027, with an option to renew for an additional three years.

## ALTERNATIVES

Council may elect not to approve this agreement or change the scope of services that Triton provides.

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

Attachment: 1. Agreement with Triton for AV Upgrades, and Maintenance and Support Services

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and Triton Technology Solutions, Inc., with a place of business at 32234 Paseo Adelanto, Suite E-1, San Juan Capistrano, CA 92675 ("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 1) Audio system upgrade for the Council Chamber at City Hall, 2) Audio and Video system upgrade for the Caucus Room, Study Session room, and Wellness Center Meeting room; and 3) System maintenance and support services for all four meeting rooms, 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 Six Hundred and Twenty-One Thousand and Eight Hundred and Seventy-One Dollars (\$621,871) ("Contract Sum"), 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 March 20, 2024, and terminate on June 30, 2027 ("Initial Term"). This Agreement may be extended for three (3) 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) Kristen Tetherton, President  
Telephone No.: (949) 388 – 3919  
Email: [Kristen@TritonTech.tv](mailto:Kristen@TritonTech.tv)
  
- (b) Gus Allmann, Chief Technology Officer  
Telephone No.: (619) 990 – 2409  
Email: [Gus@TritonTech.tv](mailto:Gus@TritonTech.tv)

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

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

transfer shall release Contracting Party of any liability hereunder without the express consent of City.

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

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

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

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and

enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, or assigned designee, shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

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

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

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

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

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

## 8. ENFORCEMENT OF AGREEMENT.

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

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long

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

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

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

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

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

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

authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement.

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

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

## 9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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



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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

CITY OF LA QUINTA  
Attn: Monika Radeva, City Clerk  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Triton Technology Solutions, Inc.  
Attn: Kristen Tetherton  
32234 Paseo Adelanto, Suite E-1  
San Juan Capistrano, CA 92675

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

TRITON TECHNOLOGY SOLUTIONS, INC.

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

\_\_\_\_\_  
Kristen Tetherton, President

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit A

### Scope of Services

Triton proposals attached

## COUNCIL CHAMBER AUDIO SPEAKERS UPGRADE

### PROJECT BACKGROUND

The City staff has noticed increased issues with intelligibility and audio quality in the Council Chamber especially in the house left area. The system has a new amplifier and wiring has been verified by Triton, but the speakers are inadequate and improperly positioned in the room. Triton proposes a new solution with a dedicated Digitally Steerable Line Array consisting of two speaker modules installed on the front columns behind the dais.

### SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

1. Remove existing speaker system and cabling to amplifiers replacing cable penetrations with surface plates.
2. Install two new speaker arrays on front columns and connect Low-Voltage wiring.
3. Commission speaker systems optimizing audio in the room and verifying cohesion with Televic system and wireless microphones to avoid feedback and achieve highest gain before feedback providing clean and intelligible audio at appropriate levels.
4. Provide custom programming for audio digital signal processor and Crestron control system allowing users to control audio levels in room and adjust system parameters.

NOTE: SYSTEM REQUIRES TWO COLUMN INSTALLED OUTLETS FOR SPEAKERS. THESE ELECTRICAL REQUIREMENTS ARE NOT INCLUDED IN THIS PROPOSAL & ARE TO BE PROVIDED BY CITY.

### PRICING

The total for the Chamber Audio project is: **\$32,472.73**. Following is the breakdown of the equipment, installation materials and labor prices.

CUSTOMER: City of La Quinta ADDRESS:  CONTACT: Gilbert Villalpando PHONE #:  EMAIL: <a href="mailto:gvillalpando@laquintaca.gov">gvillalpando@laquintaca.gov</a>	 <p><b>TRITON</b> TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                  phone: 949.388.3919   fax: 866.275.9175  <a href="http://www.TritonTechnologySolutions.com">www.TritonTechnologySolutions.com</a>   contractor's license #951869</p>	QUOTE DATE: January 22, 2024  PROPOSAL #: La Quinta Chamber Audio Upgrade BOM_V2
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>SYSTEM HARDWARE</b>						
1	2	Renkus-Heinz	ICC12/3-RD1-CC	ICC12/3-RD1-CC Digitally Steerable Column - Custom Color (add PNTSETUP)	\$4,110.00	\$8,220.00
2	1	Renkus-Heinz	PNTSETUP	One time setup charge for custom color paint. NOTE: Fee is charged per color. (OPTIONAL)	\$894.00	\$894.00
<b>SYSTEM LABOR &amp; MATERIALS</b>						
3	1	Renkus-Heinz	IC-FCSC-2	ICONYX FCSC Factory Commissioning Local Day	\$1,725.00	\$1,725.00
4	1	Triton	MATERIALS	All install materials including brackets, hardware, cable, and other required parts	\$775.00	\$775.00
5	1	Triton	PROGRAMMING	Custom DSP & Crestron Programming	\$2,600.00	\$2,600.00
6	1	Triton	LABOR	Conceptual and Complete Design with Onsite Removal of unused speakers and components, Installation, Commissioning, and Training <b>NOTE: SYSTEM REQUIRES TWO COLUMN INSTALLED OUTLETS FOR SPEAKERS. THESE ELECTRICAL REQUIREMENTS ARE NOT INCLUDED IN THIS PROPOSAL &amp; ARE TO BE PROVIDED BY CITY.</b>	\$16,515.00	\$16,515.00
7					\$0.00	\$0.00
8					\$0.00	\$0.00
<b>SUBTOTAL:</b>						<b>\$30,729.00</b>
<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>						<b>\$500.00</b>
<b>TAX @:</b>					8.75%	<b>\$1,243.73</b>
<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>						
\$4.00/Monitor 4" - 14.99"						
\$5.00/Monitor 15"-34.99"						
\$6.00/Monitor 35" or larger						<b>\$0.00</b>
<b>TOTAL:</b>						<b>\$32,472.73</b>

**TERMS AND CONDITIONS:**

1. This quotation is valid for 30 days from quote date.
2. Payment terms available upon credit approval.
3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total.
4. Ground freight is estimated and billed at the cost Triton incurs.
5. Labor quoted, is not a condition of the equipment being purchased from Triton.
6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization.
7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.

## WELLNESS CENTER

### PROJECT BACKGROUND

This project has a primary scope of work that upgrades the AV at the Wellness Center. We are upgrading all elements of the room including audio, video, and control.

### SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

1. We will install a new 9000 Lumen Laser Project and a 123" Electric Screen with High Gain ability. The brighter projector and new screen will help with the ambient light washing out the projected content.
2. We will install a new Crestron Processor with a 10.1" Wireless Touchscreen that will have both a tabletop and wall mounted docking station. This will be used to control the various sources available to the room including changing the configuration where the room is split or used as one large space. A microphone and use of the speakers will be available on each side however only one side will have access to the assisted listening system.
3. The system will include the use of AV Pro Edge receivers at all destination devices and encoders and all source devices.
4. The sources to the AV System will include:
  - a. PC or Laptop (Provided by City or presenter) input.
  - b. Existing Blue Ray
  - c. Existing Apple TV
  - d. Existing Screen Share Device
  - e. Existing Yamaha AV Receiver (Control of this device will only be available through the existing Yamaha front panel or handheld remote. The Crestron will not control this except to select it as an audio source.
  - f. HDMI input added to stage area.
5. New surface mounted speakers will be used and zoned for the two rooms when split or when the two rooms are combined.
6. New DSP will be installed to mix all of the audio sources and be controlled for when the room is in split or combine mode.

## AUDIO/VISUAL SYSTEMS UPGRADES AND MAINTENANCE AND SUPPORT SERVICES FOR VARIOUS CONFERENCE/MEETING ROOMS

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7. New RF Assisted Listening system will be installed with two transmitters. Two transmitters are required to have this system available when the rooms are in split mode. The receiver count is based on the room occupancy of 200 and they will need to be shared when the rooms are in split mode. The user will need to select the correct channel the receiver for that room is coming in on.
8. This room includes the use of ten wireless Gooseneck Mics, two Handheld Mics and one bodypack transmitter with an ear set headworn mic. During design it will need to be determined how these microphones will be allocated to each space.
9. Included is a 16RU wall rack. During design it will be determined if this is required as there are other racks available, but they may not be sufficient.
10. Triton will install up to 6 network ports in the room for the two existing displays can be wheeled in and be used as additional displays for larger meetings. The two existing displays will include a decoder that will be connected to one of the six network ports.
11. An audio connection will be available to plug in a portable audio recorder to record the audio directly from the audio system. It is assumed this would only be used when both rooms are combined otherwise in split mode it would only be available to the room it is located in.
12. UPS units in racks and behind displays will protect critical components from power issues.



## PRICING AND PAYMENT TERMS

The price for the Wellness Center Project is: **\$168,764.95**. Following the fee schedules is the breakdown of the equipment, installation materials and labor prices. This price includes a 5% Contingency.

**LABOR** – Contracted labor rates to be invoiced monthly with payment due in Net 30 days.

<b>WELLNESS CENTER FEE SCHEDULE</b>					
<b>EMPLOYEE</b>	<b>OFF SITE RATE</b>	<b>OFF SITE HOURS</b>	<b>ON SITE DAILY RATE</b>	<b>ON SITE DAY</b>	<b>TOTAL</b>
Design Engineer	\$125.00	21	\$1,900.00	3	\$8,325.00
Project Engineer	\$100.00		\$1,700.00	10	\$17,000.00
Project Manager	\$125.00	10	\$1,900.00		\$1,250.00
Software Programmer	\$150.00	16	\$2,000.00	3	\$8,400.00
Install Supervisor (Prevailing Wage)	\$110.00		\$1,700.00	5	\$8,500.00
Installer (Prevailing Wage)	\$95.00		\$1,500.00	20	\$30,000.00
General Administration	\$60.00	14	\$0.00		\$840.00
<b>TOTAL:</b>					<b>\$74,315.00</b>

**EQUIPMENT AND INSTALLATION MATERIALS** - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

CUSTOMER: City of La Quinta ADDRESS:  CONTACT: PHONE #:  EMAIL:	 <p><b>TRITON</b> TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                  phone: 949.388.3919   fax: 866.275.9175                  www.TritonTechnologySolutions.com   contractor's license #951869</p>	QUOTE DATE: January 22, 2024  PROPOSAL #: La Quinta Wellness Center BOM_V4  SHEET: WELLNESS CENTER
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>EQUIPMENT</b>						
1	1	Crestron	TST-1080	10.1 in. Wireless Touch Screen includes table top dock	\$2,375.00	\$2,375.00
2	1	Crestron	TST-1080-080-DSW	Wall Dock	\$875.00	\$875.00
3	1	Crestron	TST-902-DSW-WMKM	Postconstruction Wall Mount Kit with Mud Ring for TST-902-DSW and TST-1080-DSW	\$124.00	\$124.00
4	1	Crestron	CP4N	A rack-mountable control system with a powerful 4 Series™ control engine and numerous integrated control ports. Features an isolated control subnet that provides a Gigabit Ethernet LAN dedicated to Crestron devices.	\$1,925.00	\$1,925.00
5	1	Digital Projection	120-482	E-Vision LASER 9000 WU	\$8,159.00	\$8,159.00
6	1	Digital Projection	114-783	1.54-1.93:1 Lens	\$734.00	\$734.00
7	1	Crimson AV	JR3XL	Universal mount for projectors with micro adjust and additional extenders SyncPro™ This projector mount is simply the easiest to install and precisely adjust without the use of tools. Rotate the large, easy to grip knobs to make all necessary adjustments during installation. Crimson lead screw adjustment mechanism is unique and precise. Heavy-duty design makes it ideal for larger projectors and/or those with an off-center lens.	\$174.00	\$174.00
8	1	Crimson AV	CAU1	Single unistrut ceiling adapter compatible with all standard 1.5" NPT interfaces weighing up to 300lb. Adapter comes with hardware to mount to any single 1-5/8x1-5/8" unistrut.	\$36.00	\$36.00
9	1	Crimson AV	E04	Fixed length extension column 4" Compatible with all mounts and ceiling adapters using standard 1.5" NPT interface. Unobstructed internal cord routing with 1"x2" outlet opening fits standard VGA connectors. Connectors (sold separately) give ability to extend drop lengths by connecting two or more columns.	\$15.00	\$15.00
10	1	Draper		Acumen V TVX Electric Screen ACUMEN V TVX 1 3,468.000 PC 3,468.00 ACUMEN V TECVISION ELECTRIC SCREEN 123" DIAGONAL 16:10 XT1600X WHITE VIEWING AREA:65H X 104W TOTAL TOP DROP = 12" BLACK 130 3/16" LONG <b>BLACK CASE</b> *CEILING BRACKETS INCLUDED 115 VAC MOTOR * WITH BUILT-IN LVC-IV *HOOK UP LEFT 121225 LVC-S LV-IV CONT STATION <b>*REVERSE ROLL</b>	\$4,335.00	\$4,335.00
11	5	AV Pro Edge	AC-MXNET-1G-D	The MXNet Decoder/Receiver device is where the signal arrives. Connect this to any HDMI display device, and it will decode and receive the incoming audio/video signal changing it back to an image or picture. This device connects directly via category wires (CAT 6A recommended) or fiber optics to the MXNet Switch (AC-MXNET-SW48) or any other compatible multicast-capable managed L3 network switch. The AC-MXNET-1G-D is a part of the MXNet family of AV-over-IP products from AVPro Edge.	\$624.00	\$3,120.00
12	1	AV Pro Edge	AC-EZRACK-15	EZ Rack Extender Rack Mount	\$187.00	\$187.00
13	5	AV Pro Edge	AC-MXNET-1G-AVDM-E	The AC-MXNET-1G-AVDM-E Encoder is the audio processing and downmixing cousin to our standard-issue AC-MXNET-1G-E Encoder. As with our standard Encoder, this is where the signal starts. However, the AC-MXNET-1G-AVDM-E Encoder was specifically designed to integrate with multi-zone stereo/mono audio mixing systems. The AC-MXNET-1G-AVDM-E Encoder employs a specialized audio processor chipset that can accept and decode Dolby Digital+, DTS-HD, and other lossless audio formats - and output those signals as stereo through the provided balanced stereo terminal block on the unit.	\$824.00	\$4,120.00

CUSTOMER: City of La Quinta ADDRESS:  CONTACT: PHONE #:  EMAIL:	 <p style="font-size: small; margin-top: 10px;">                     32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                      phone: 949.388.3919   fax: 866.275.9175                      www.TritonTechnologySolutions.com   contractor's license #951869                 </p>	QUOTE DATE: January 22, 2024  PROPOSAL #: La Quinta Wellness Center BOM_V4  SHEET: WELLNESS CENTER
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
14	1	AV Pro Edge	AC-SC2-AUHD-GEN2	The AVPro Edge's AC-SC2-AUHD-GEN2 is the ideal solution for integrators that need to distribute a signal to various displays and keep an optimal picture. Integrators will enjoy its versatility. It can upscale and downscale stereo audio HDMI but it can also han-dle EDID issues, including 4K HDR EDIDs, and bypass multichannel audio when the scaler is off. This scaler is ready for future content as well as it's able to distribute 18Gbps signaling. Yet if you have 480p, 720p, or 1080p displays, the AC-SC2-AUHD-GEN2 will ensure it's getting the right picture.	\$374.00	\$374.00
15	1	Netgear	XSM4348CS-100NES	M4300-48X 48x10G and 4xSFP+ (shared) Managed Switch	\$7,358.00	\$7,358.00
16	1	Netgear	WAX610PA-100NAS	AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point with Power Adapter	\$215.00	\$215.00
17	1	Art Pro Audio	CleanBox Pro	The ART CLEANBOXPRO Channel Level Converter is a compact and portable unit that can convert two channels of unbalanced to balanced level and two channels of balanced to unbalanced level. It has an output level knob for volume control and provides a clean, noise-free balanced signal to the amp.	\$74.00	\$74.00
18	1	Audinate	ADP-BT-AU-2X1	Dante AVIO Bluetooth IO Adapter - 2x1 Audio Channels	\$275.00	\$275.00
19	1	Biamp	TesiraFORTÉ DAN AI	The TesiraFORTÉ DAN AI is a digital audio server with 12 analog inputs and 8 analog outputs, up to 8 channels of configurable USB audio, and Dante digital audio networking.	\$2,477.00	\$2,477.00
20	8	Biamp	Desono EXS-8 <span style="color: red; font-size: small;">Need to specify black or white and pan/tilt or U Bracket when ordering.</span>	The Desono™ EX surface mount loudspeakers provide excellent acoustic performance in elegant, attractive aesthetics for a diverse range of indoor and outdoor distributed applications. EX Series includes three two-way, full-range models and one matching enclosure subwoofer. All full-range models include 70 V/100 V transformers and low impedance inputs. They deliver high voice intelligibility, wide bandwidth and exceptional uniform coverage. The Desono EX-S8 is an 8" two-way surface mount loudspeaker that provides detailed voicing with projection. It is an excellent fill or distributed loudspeaker for systems where pristine voice clarity, higher output and more bass is desired.	\$522.00	\$4,176.00
21	1	Lea	354D	The CONNECTSERIES 354D is a 4-channel amplifier with 350 watts per channel. As part of the Dante CONNECTSERIES, the world's first Internet of Things- (IoT) enabled professional-grade amplifiers, it is perfectly suited for small to medium-scale installations. The 354D features direct HiZ (70V or 100V) or LoZ selectable by channel. With three ways to connect, you can engage the built-in Wi-Fi access point, connect to the venue's Wi-Fi, or use the FAST Ethernet to connect to any local area network via Cat5 or Cat6 cable.	\$2,124.00	\$2,124.00
22	1	Listen Tech	LS-55-072	iDSP Prime Level III Stationary RF System (72 MHz) Includes: (1) LT-800-072-01 Stationary RF Transmitter (72 MHz) (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz) (1) LA-326 Universal Rack Mounting Kit (4) LR-4200-072 Intelligent DSP RF Receiver (72 MHz) (4) LA-401 Universal Ear Speaker (2) LA-430 Intelligent Earphone/Neck Loop Lanyard (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m) (1) LA-381-01 Intelligent 12-Unit Charging Tray (1) LA-304 Assistive Listening Notification Signage Kit	\$2,192.00	\$2,192.00
23	4	Listen Tech	LR-4200-072	Intelligent DSP RF Receiver (72 MHz)	\$171.00	\$684.00
24	4	Listen Tech	LA-402	Universal Stereo Headphones	\$27.00	\$108.00
25	10	Shure	MXW8-Z10	Desktop Base Gooseneck Transmitter	\$512.00	\$5,120.00
26	10	Shure	MX410RLPDF/C	The MX410 surface mount version is a gooseneck microphone with a Bi-Color LED as status display. It has a 10" gooseneck and is suitable for boardrooms and other sites where aesthetics are important. With Cardioid Capsule and 6-pin connector	\$202.00	\$2,020.00

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
27	3	Shure	MXWNCS8	8-port networked charging station charges handheld, bodypack, and boundary transmitters and gooseneck bases. Features include charge status indicators, charge status monitoring, easy transmitter linking, and overcharge protection for battery damage.	\$1,562.00	\$4,686.00
28	2	Shure	MXW2/VP68=-Z10	Coupled with the VP68 cartridge, the MXW2 is a handheld transmitter compatible with Microflex Wireless Systems. With lightweight but durable construction and integrated diversity antennas, the MXW2 delivers vivid lifelike sound, intelligent wireless performance, encrypted transmission, and advanced rechargeability for presentation and conferencing applications.	\$571.00	\$1,142.00
29	1	Shure	MXWAPT8=-Z10	The MXWAPT is a 8-channel wireless access point compatible with Microflex Wireless microphone systems. It uses automated frequency coordination to assign clean frequencies to wireless microphones and manages two-way wireless transmission of encrypted audio and control signals. Power to the unit (via PoE) and Dante digital networked audio are both supplied over a single Ethernet cable to simplify installation, and the supplied mounting plate and paintable cover allow discreet placement in boardrooms and conference rooms where low visibility is preferred.	\$2,997.00	\$2,997.00
30	1	Shure	MXWAPT8=-Z10	The MXWAPT is a 8-channel wireless access point compatible with Microflex Wireless microphone systems. It uses automated frequency coordination to assign clean frequencies to wireless microphones and manages two-way wireless transmission of encrypted audio and control signals. Power to the unit (via PoE) and Dante digital networked audio are both supplied over a single Ethernet cable to simplify installation, and the supplied mounting plate and paintable cover allow discreet placement in boardrooms and conference rooms where low visibility is preferred.	\$2,997.00	\$2,997.00
31	1	Shure	MXW1/0=-Z10	Hybrid Bodypack Transmitter, Frequency Band Version: Z10	\$492.00	\$492.00
32	1	Shure	MX153C/O-TQG	Omnidirectional Earset Headworn Microphone, Cocoa	\$204.00	\$204.00
33	1	Middle Atlantic	DWR-16-22PD	The DWR Series Wall Racks are now Forward and Lever Lock™ compatible providing maximum mounting capacity on and off the rail and a suite of tool-free accessories making rack installations 5Xs faster! 16RU and 22" Deep Now equipped with the revolutionary Forward rackrail giving you the ability to use Forward blank panels, vent panels and horizontal cable management. Rear rackrail is optional (FWD-DWR-RRxx) Now accepts patented Lever Lock™ tool free and hardware free internal device and cable management system accessories in the center section and the backpan (with LL-DWR/SR-BP) Robust welded steel construction, with Seismic certification when used with DWRSR-ZL latch Center section rear channel accommodates Center section swing is reversible, and can be both key-locked and padlocked Center section is keyed differently from optional front door for additional security Designed for active or passive cooling to support all systems Comes with a factory installed plexi door		
34	1	Middle Atlantic	FWD-DWR-RR16	Forward Rear Rackrail for DWR, 16RU		
35	1	Middle Atlantic	DWR-FK22	190 CFM Fan Kit for DWR/SR Rack, 22 Inches Deep		
36	2	Xtreme Power	P91-1500	High performance online UPS with up to 10 year battery lifespan 2RU 1500VA	\$1,015.00	\$2,030.00
37	4	Xtreme Power	J60-600	The J60-600 is a lithium-ion UPS (uninterruptible power supply) from Xtreme Power Conversion. It has a power rating of 600VA and 360W. The J60-600 is designed to protect digital signage from power outages, surges, and spikes. It's slim and lightweight, measuring 1.25 inches and weighing 3.4 lbs. It can be mounted behind flat panel displays.	\$501.00	\$2,004.00
<b>OFE EQUIPMENT</b>						
38	1	Yamaha	Aventage Receiver	Unbal Output with IR Control		
39	1	Apple	Apple TV	HDMI Output with IR Control		
40	1	ScreenShare	Device	HDMI Output		
41	1	PC	PC	HDMI OUT and USB Port for Audio		

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ADDRESS:				PROPOSAL #: La Quinta Wellness Center BOM_V4								
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE						
42	1	Samsung	Bluray Player BDP-S3200	HDMI Output/IR Control								
<b>MATERIALS &amp; LABOR</b>												
43	1	Triton	MATERIALS	Materials includes non-plenum cables, connectors, rack screws, cable labels, tie wraps, solder, and other consumables required for the installation of the above equipment.	\$5,675.00	\$5,675.00						
44	1	Triton	CUSTOM PROGRAMMING	Custom control system programming.	\$8,400.00	\$8,400.00						
45	1	Triton	LABOR	Labor per scope of work	\$65,915.00	\$65,915.00						
<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.					<b>SUBTOTAL:</b>		<b>\$149,918.00</b>					
										<b>5% CONTINGENCY</b>		<b>\$7,495.90</b>
										<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>		<b>\$3,747.95</b>
										<b>TAX @:</b>		<b>8.75%</b>
										<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>		
										\$4.00/Monitor 4" - 14.99"		
										\$5.00/Monitor 15"-34.99"		
					\$6.00/Monitor 35" or larger		<b>\$4.00</b>					
					<b>TOTAL:</b>		<b>\$168,764.95</b>					

## STUDY SESSION ROOM

### PROJECT BACKGROUND

This project has a primary scope of work that upgrades the AV in the Study Session Room and creates the ability for it to be a backup EOC space. We are upgrading all elements of the room including audio, video, and control.

You can optionally add the ability to stream from the room to YouTube or other destinations with camera controls and the ability to add presentation content either full screen or as a Picture in Picture. All control for this functionality will be password protected and can be done from touch panels in the room or the Chamber Control Room. This system will also add the ability to do this for Council Chamber meetings.

### SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

### MAIN SCOPE

13. We will install a new 105" 21:9 5K display at front of the room with pen input and SimpleShare software. SimpleShare is a collaborative software that enables and simplifies interaction beyond users' first impression. It delivers a fool-proof experience of one-touch launch to video conference meetings or other collaborative apps including one-touch: whiteboard, presentation, annotation, screen capture and capture share. The user interface is clean, intuitive, and visually attractive and without any fuss, and users of the room will be up and running in just a couple clicks. SimpleShare is designed to specifically take advantage of the 21:9/5K display real estate.
14. The 105" touch display will have a soundbar underneath with presentation audio as its source. This includes any presentation source audio including any remote participant audio. There will be no "voice lift" from mics in the room through this speaker. This will improve intelligibility and clarity for remote participants audio as well as other audio content in the room.
15. We will install two 81" 21:9 aspect ratio 5K displays on each side of the room on articulating mounts that can be angled to face viewers.
16. A presenter's station will have a 34" 21:9 5K display with touch capability input and SimpleShare software. SimpleShare is a collaborative software that enables and simplifies interaction beyond users' first impression. It delivers a fool-proof experience

## AUDIO/VISUAL SYSTEMS UPGRADES AND MAINTENANCE AND SUPPORT SERVICES FOR VARIOUS CONFERENCE/MEETING ROOMS

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of one-touch launch to video conference meetings or other collaborative apps including one-touch: whiteboard, presentation, annotation, screen capture and capture share. The user interface is clean, intuitive, and visually attractive and without any fuss, and users of the room will be up and running in just a couple clicks. SimpleShare is designed to specifically take advantage of the 21:9/5K display real estate.

17. New ceiling speakers and microphones will be installed. The ceiling microphones will only be used for remote audio mix and not for voice lift in the room. Users will need to use the wireless microphones detailed in item nine for the in-room voice lift.
18. An input for the Council Chamber program feed will be available for use in the room.
19. A wireless audio and video system using USB or Wi-Fi interfaces will be installed allowing presenters to wirelessly connect their PC, MAC, Android, or Apple device to the system and share content.
20. The audio and video interfaces for a dedicated OFCI room PC will be provided. A Bluetooth interface will allow Bluetooth devices such as phones and tablets to share audio content and phone calls or other soft codec audio connections with the room.
21. An HDMI input at the presenter's desk will be installed with adapters for other digital AV inputs including DisplayPort and USB-C
22. 10 wireless gooseneck microphones with 8-hour battery life and dedicated charging docks as well as a single handheld microphone will be available for use in the room.
23. Two 4K pan-tilt-zoom cameras will be installed for use in video conferencing. They will be controlled either from the room touch panel or a simple handheld IR remote.
24. All equipment will be housed in two racks installed in the furniture at the front of the room. These racks will pull out and rotate if service or troubleshooting is needed.
25. UPS units in racks and behind displays will protect critical components from power issues.
26. A 10.1" wireless control panel with a tabletop dock will allow control of the AV system.
27. A budget is included for acoustic tiles and baffles to help with the acoustics of this base. This will be detailed during the design phase.

## **OPTIONAL AUTOMATED BROADCAST SCOPE OF WORK**

1. An optional component to this project is the automated broadcast system which expands the capability of the meeting production system to allow meetings in either the Council Chamber OR the Study Session room to be streamed and/or recorded.
2. The control panel in the Study Session room can (optionally requiring a passcode) record or stream a meeting or event. The system will be able to choose assorted cameras and camera presets as well as have the presentation video either full screen or in a Picture-in-Picture. When the meeting is over, they can stop the stream and/or recording.
3. The camera presets can be adjusted and saved from the Crestron panel and a confidence view of the stream and recording/streaming status will be available in the system to be viewed on the control panel.
4. There will be three cameras in the Study Session Room with up to ten presets per camera on the panel. They are also used for video conferencing in the room.
5. This system and capability will also be available for use from the Council Chamber. Users in either room can run a meeting in either room and stream or record without ever going into the control room.
6. It will also be possible to stream a meeting in one room and record a meeting in the other room for later broadcast or use for internal training.

## **PRICING AND PAYMENT TERMS**

The price for the Study Session Room Project is: **\$205,651.49** and the price for the Optional Automated Broadcast is **\$35,669.59**. The total for both the Study Session Room Project and Optional Automated Broadcast is **\$241,321.08**. Following the two fee schedules is the breakdown of the equipment, installation materials and labor prices for both the Study Session Room (pg. 11-14) and Optional Automated Broadcast (pg. 15).

**LABOR** – Contracted labor rates to be invoiced monthly with payment due in Net 30 days.



AUDIO/VISUAL SYSTEMS UPGRADES AND MAINTENANCE AND SUPPORT SERVICES FOR  
VARIOUS CONFERENCE/MEETING ROOMS

<b>STUDY SESSION ROOM FEE SCHEDULE</b>					
<b>EMPLOYEE</b>	<b>OFF SITE RATE</b>	<b>OFF SITE HOURS</b>	<b>ON SITE DAILY RATE</b>	<b>ON SITE DAY</b>	<b>TOTAL</b>
Design Engineer	\$125.00	92	\$1,900.00	11	\$32,400.00
Project Engineer	\$100.00		\$1,700.00	8	\$13,600.00
Project Manager	\$125.00	35	\$1,900.00		\$4,375.00
Software Programmer	\$150.00	20	\$2,000.00	2	\$7,000.00
Install Supervisor (Prevailing Wage)	\$110.00		\$1,700.00	4	\$6,800.00
Installer (Prevailing Wage)	\$95.00		\$1,500.00	4	\$6,000.00
General Administration	\$60.00	20	\$0.00		\$1,200.00
<b>TOTAL:</b>					<b>\$71,375.00</b>

<b>OPTIONAL AUTOMATED BROADCAST FEE SCHEDULE</b>					
<b>EMPLOYEE</b>	<b>OFF SITE RATE</b>	<b>OFF SITE HOURS</b>	<b>ON SITE DAILY RATE</b>	<b>ON SITE DAY</b>	<b>TOTAL</b>
Design Engineer	\$125.00	20	\$1,900.00	2	\$6,300.00
Project Engineer	\$100.00		\$1,700.00	2	\$3,400.00
Project Manager	\$125.00	8	\$1,900.00		\$1,000.00
Software Programmer	\$150.00	16	\$2,000.00	1	\$4,400.00
Install Supervisor (Prevailing Wage)	\$110.00		\$1,700.00	1	\$1,700.00
Installer (Prevailing Wage)	\$95.00		\$1,500.00	2	\$3,000.00
General Administration	\$60.00	8	\$0.00		\$480.00
<b>TOTAL:</b>					<b>\$20,280.00</b>

**EQUIPMENT AND INSTALLATION MATERIALS** - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.

CUSTOMER: City of La Quinta ADDRESS:  CONTACT: PHONE #:  EMAIL:	 <p><b>TRITON</b> TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                  phone: 949.388.3919   fax: 866.275.9175                  www.TritonTechnologySolutions.com   contractor's license #951869</p>	QUOTE DATE: January 22, 2024  La Quinta Study Session Room w/ PROPOSAL #: Optional Automated Broadcast BOM V8  SHEET: STUDY SESSION ROOM
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>EQUIPMENT</b>						
1	2	Jupiter	PANA81D	PANA 81 Display: 81" PANA LCD display only model. Supports both landscape and portrait orientations. Includes a 3 meter (9.84ft) power cable. Mounts and video cables are sold separately by numerous mounting and AV manufacturers.	\$6,022.00	\$12,044.00
2	2	Jupiter	3-630-013-00	PANA-OPSi7: 11th generation Intel i7 processor; Intel OPS standard; 16GB DDR4 dual-channel memory; 256GB NVME, 21:9 5K Display Support. <b>INCLUDED IN PANA81D</b>	\$0.00	\$0.00
3	4	Jupiter	D-SIM-000-00	SimpleShare License: SimpleShare is our proprietary software platform (downloadable) that delivers more than one-touch launch to video conferencing, whiteboarding and wireless screen sharing. It enables and simplifies collaboration for hybrid work experience beyond your first impression. <b>INCLUDED IN PANA81D</b>	\$0.00	\$0.00
4	2	Jupiter	JUP-CARESIMPLE	The first year subscription of SimpleShare software is included with PANA purchase; each PANA comes with 1+1 SimpleShare licenses. <b>INCLUDED IN PANA81D</b>	\$0.00	\$0.00
5	2	Jupiter	JUP-CARE-PANA	The first three years of limited Hardware Warranty are included. Jupiter Care must be maintained continuously. <b>INCLUDED IN PANA81D</b>	\$0.00	\$0.00
6	1	Jupiter	PANA34	PANA 34 Display: 34" diagonal 21:9 desktop touch enabled conferencing platform. 3440x1440, 165Hz, sub 1ms response, 10 points of touch, ergonomic articulating stand, 8 mic array, integrated 25W speakers, 4K camera, full USB -C hub & connectivity. Comes standard with pen.	\$1,411.00	\$1,411.00
7	1	Jupiter	JUP-CARE-PANA	The first three years of limited Hardware Warranty are included. To Extend Jupiter Care Jupiter Care must be maintained continuously and can be extended at <b>INCLUDED IN PANA34</b>	\$0.00	\$0.00
8	1	Jupiter	PANA105T	PANA 105 Touchscreen: 105" PANA LCD touchscreen model. Supports both landscape and portrait orientations. Includes a 3-meter (9.84ft) power cable. Mounts and video cables are sold separately by numerous mounting and AV manufacturers.	\$11,856.00	\$11,856.00
9	1	Jupiter	4-625-010-00	Pana Pen: Active stylus Windows Pen and touch to allow precision writing and manipulating interactive screens. Pen sits in a charging cradle that connects to a computer through USB directly, or via the enhanced USB connectivity on the Pana monitors. <b>INCLUDED IN PANA105</b>	\$0.00	\$0.00
10	1	Jupiter	3-630-013-00	PANA-OPSi7: 11th generation Intel i7 processor; Intel OPS standard; 16GB DDR4 dual-channel memory; 256GB NVME, 21:9 5K Display Support. <b>INCLUDED IN PANA105</b>	\$0.00	\$0.00
11	2	Jupiter	D-SIM-000-00	SimpleShare License: SimpleShare is our proprietary software platform (downloadable) that delivers more than one-touch launch to video conferencing, whiteboarding and wireless screen sharing. It enables and simplifies collaboration for hybrid work experience beyond your first impression. <b>INCLUDED IN PANA105</b>	\$0.00	\$0.00
12	1	Jupiter	JUP-CARESIMPLE	The first year subscription of SimpleShare software is included with PANA purchase; each PANA comes with 1+1 SimpleShare licenses. <b>INCLUDED IN PANA105</b>	\$0.00	\$0.00
13	1	Jupiter	JUP-CARE-PANA	The first three years of limited Hardware Warranty are included. To Extend Jupiter Care Jupiter Care must be maintained continuously. <b>INCLUDED IN PANA105</b>	\$0.00	\$0.00
14	1	Jupiter	D-SIM-000-00	SimpleShare License : SimpleShare is our proprietary software platform (downloadable) that delivers more than one-touch launch to video conferencing, whiteboarding and wireless screen sharing. It enables and simplifies collaboration for hybrid work experience beyond your first impression. <b>EXTENDS ALL DISPLAYS to 3 YEARS of SIMPLE SHARE</b>	\$730.00	\$730.00
15	3	Chief	KITXWXS1U	Ultrawide Micro-Adjustable Static Wall Mount, Extra-Large Kit	\$1,239.00	\$3,717.00
16	3	Chief	FCAXV1U	The Fusion™ Extra-Large Pull Out accessory can be used with Fusion™ Extra-Large Micro-Adjustable Fixed and Tilt wall mounts, to add up to 11.54" (293 mm) extension from the wall.	\$603.00	\$1,809.00
17	1	Crestron	TST-1080	10.1 in. Wireless Touch Screen includes table top dock	\$2,375.00	\$2,375.00

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
18	5	AV Pro Edge	AC-MXNET-1G-D	The MXNet Decoder/Receiver device is where the signal arrives. Connect this to any HDMI display device, and it will decode and receive the incoming audio/video signal changing it back to an image or picture. This device connects directly via category wires (CAT 6A recommended) or fiber optics to the MXNet Switch (AC-MXNET-SW48) or any other compatible multicast-capable managed L3 network switch. The AC-MXNET-1G-D is a part of the MXNet family of AV-over-IP products from AVPro Edge.	\$624.00	\$3,120.00
19	4	AV Pro Edge	AC-MXNET-1G-AVDM-E	The AC-MXNET-1G-AVDM-E Encoder is the audio processing and downmixing cousin to our standard-issue AC-MXNET-1G-E Encoder. As with our standard Encoder, this is where the signal starts. However, the AC-MXNET-1G-AVDM-E Encoder was specifically designed to integrate with multi-zone stereo/mono audio mixing systems. The AC-MXNET-1G-AVDM-E Encoder employs a specialized audio processor chipset that can accept and decode Dolby Digital+, DTS-HD, and other lossless audio formats - and output those signals as stereo through the provided balanced stereo terminal block on the unit.	\$824.00	\$3,296.00
20	1	AV Pro Edge	AC-MXNET-SW48	The MXNet 48 Port Network Switch is the center from which all other MXNet Ecosystem platform components revolve. The AC-MXNET-SW48 (and also AC-MXNET-SW24) pack a serious A/V performance punch with the addition of AVPro Edge's proprietary design and engineering efforts. This isn't your father's network switch, and it's also not just a simple re-configuration of multicast switch components. The AC-MXNET-SW48 includes a whole new AVPro developed network switch operating system (NOS) designed to reduce multicast processor loads and adds unique AVPro developed Intelligent A/V Processing (IAVP) technologies for more efficient multicast routing.	\$4,999.00	\$4,999.00
21	1	Barco	R9861622USB2	ClickShare CX-50 2nd generation brings flexible wireless conferencing in high-impact meeting spaces and board rooms. When you walk into the meeting room, ClickShare automatically connects you to room devices like cameras, mics, speakers, sound bars and displays. Start a meeting from your laptop within seconds, using your preferred video conferencing platform. Make hybrid meetings easy, with just one click on the ClickShare Button or the ClickShare App, both for employees and guests.	\$3,045.00	\$3,045.00
22	2	Aja	U-TAP-HDMI	USB 3.0 (3.2 Gen 1) Powered HDMI Capture Device	\$388.00	\$776.00
23	1	Biamp	MRB-L-VT4-C	Large Meeting Room Bundle Includes: (1) Parlé TCM-XA White Ceiling Microphone with Amplifier (1) Parlé TCM-XEX Expansion White Ceiling Microphone (1) TesiraFORTE AVB VT4 Processor (1) TesiraCONNECT TC-5 Connection Device (1) Tesira EX-UBT UC Interface (4) Desono C-IC6 Ceiling Speakers (2) 25' (7.5 M) Plenum Cat 5e Cable (7) 10' (3 M) Plenum Cat 5e Cable (1) 3' (0.9 M) Cat 5e Cable (1) Room Deployment Instructions	\$6,944.00	\$6,944.00
24	8	Biamp	TB-1	Tile Bridge Kit	\$32.00	\$256.00
25	1	Biamp	Parlé TCM-XEX	Expansion White Ceiling Microphone	\$964.00	\$964.00
26	1	Biamp	Parlé TCM-XA	White Ceiling Microphone with Amplifier	\$1,858.00	\$1,858.00
27	4	Biamp	Desono C-IC6	Ceiling Speakers <b>Specify Black, Red, or White</b>	\$163.00	\$652.00
28	1	Biamp	TesiraCONNECT TC-5D	The TesiraCONNECT TC-5D is a 5-port AVB-capable PoE+ network device which can be configured as a Dante or AVB interface to a Tesira system.	\$1,239.00	\$1,239.00
29	1	Biamp	Tesira EX-UBT	USB and Bluetooth Audio Interface	\$530.00	\$530.00
30	1	Lea	164D	The LEA Professional Connect 164D is a 4-channel amplifier with 160 watts per channel. It is part of the Dante CONNECTSERIES, the world's first Internet of Things- (IoT) enabled amplifier family. The 164D features direct HiZ (70V or 100V) or LoZ selectable by channel. It also has three ways to connect: the built-in Wi-Fi access point, the venue's Wi-Fi, or FAST Ethernet to connect to any local area network via Cat5 or Cat6 cable.	\$1,959.00	\$1,959.00
31	1	James Loudspeakers	PL-B-CUSTOM	Custom Bracket	\$275.00	\$275.00
32	1	James Loudspeakers	SPL5Q-LR	Custom Soundbar for Jupiter 105T providing stereo sound for presentation audio	\$1,825.00	\$1,825.00
33	2	Middle Atlantic	SRSR-4-16	SRSR Series Slide Out Rotating Rail System Rack - SRSR-4-16 - 16RU with 19.1" Depth	\$731.00	\$1,462.00
34	10	Shure	MXW8--Z10	Desktop Base Gooseneck Transmitter	\$512.00	\$5,120.00

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
35	10	Shure	MX410RLPDF/C	The MX410 surface mount version is a gooseneck microphone with a Bi-Color LED as status display. It has a 10" gooseneck and is suitable for boardrooms and other sites where aesthetics are important. With Cardioid Capsule and 6-pin connector	\$202.00	\$2,020.00
36	3	Shure	MXWNCS8	8-port networked charging station charges handheld, bodypack, and boundary transmitters and gooseneck bases. Features include charge status indicators, charge status monitoring, easy transmitter linking, and overcharge protection for battery damage.	\$1,562.00	\$4,686.00
37	1	Shure	MXW2/VP68=-Z10	Coupled with the VP68 cartridge, the MXW2 is a handheld transmitter compatible with Microflex Wireless Systems. With lightweight but durable construction and integrated diversity antennas, the MXW2 delivers vivid lifelike sound, intelligent wireless performance, encrypted transmission, and advanced rechargeability for presentation and conferencing applications.	\$571.00	\$571.00
38	1	Shure	MXWAPT8=-Z10	The MXWAPT is a 8-channel wireless access point compatible with Microflex Wireless microphone systems. It uses automated frequency coordination to assign clean frequencies to wireless microphones and manages two-way wireless transmission of encrypted audio and control signals. Power to the unit (via PoE) and Dante digital networked audio are both supplied over a single Ethernet cable to simplify installation, and the supplied mounting plate and paintable cover allow discreet placement in boardrooms and conference rooms where low visibility is preferred.	\$2,997.00	\$2,997.00
39	1	Shure	MXWAPT4=-Z10	The MXWAPT is a 4-channel wireless access point compatible with Microflex Wireless microphone systems. It uses automated frequency coordination to assign clean frequencies to wireless microphones and manages two-way wireless transmission of encrypted audio and control signals. Power to the unit (via PoE) and Dante digital networked audio are both supplied over a single Ethernet cable to simplify installation, and the supplied mounting plate and paintable cover allow discreet placement in boardrooms and conference rooms where low visibility is preferred.	\$2,317.00	\$2,317.00
40	1	Panasonic	AW-UE50KPJ	Bring UHD 4K quality video to your production with the black UE50 4K30 SDI/HDMI PTZ Camera from Panasonic. This pro PTZ camera outputs up to UHD 4K30 over HDMI 1.4, up to 1080p60 over SDI, and it supports IP live streaming up to 1080p to fit into any environment such as a conference room or classroom.	\$3,369.00	\$3,369.00
41	1	FEC	FEC-40WMK	Mount for Camera	\$182.00	\$182.00
42	1	PTZCAM	PTZC-VR-PLATE	Vibration Reduction Mount with Universal Plate for PTZ Cameras	\$227.00	\$227.00
43	2	Xtreme Power	P91-1500	High performance online UPS with up to 10 year battery lifespan 2RU 1500VA	\$1,015.00	\$2,030.00
44	4	Xtreme Power	J60-600	The J60-600 is a lithium-ion UPS (uninterruptible power supply) from Xtreme Power Conversion. It has a power rating of 600VA and 360W. The J60-600 is designed to protect digital signage from power outages, surges, and spikes. It's slim and lightweight, measuring 1.25 inches and weighing 3.4 lbs. It can be mounted behind flat panel displays.	\$501.00	\$2,004.00
45	1			Budget for Accoustic Tiles and baffles, Includes materials and labor.	\$10,000.00	\$10,000.00
				*NOTE: The Jupiter items would need to ship directly to the city because of the size of the monitors. Triton is able to stage all the other equipment until it is time to install the system.		

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ADDRESS:				La Quinta Study Session Room w/ Optional Automated Broadcast BOM V8				
CONTACT:				PROPOSAL #:				
PHONE #:				SHEET: STUDY SESSION ROOM				
EMAIL:								
ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE		
<b>MATERIALS &amp; LABOR</b>								
46	1	Triton	MATERIALS	Materials includes non-plenum cables, connectors, rack screws, cable labels, tie wraps, solder, and other consumables required for the installation of the above equipment.	\$6,360.00	\$6,360.00		
47	1	Triton	CUSTOM PROGRAMMING	Custom control system programming.	\$7,000.00	\$7,000.00		
48	1	Triton	LABOR	Labor per scope of work	\$64,375.00	\$64,375.00		
<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.					<b>SUBTOTAL:</b>		<b>\$180,400.00</b>	
					<b>5% CONTINGNECY</b>		<b>\$9,020.00</b>	
					<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>		<b>\$5,412.00</b>	
					<b>TAX @:</b>		<b>8.75%</b>	<b>\$10,802.49</b>
					<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>			
					\$4.00/Monitor 4" - 14.99"			
					\$5.00/Monitor 15"-34.99"			
\$6.00/Monitor 35" or larger		<b>\$17.00</b>						
<b>TOTAL:</b>					<b>\$205,651.49</b>			

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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE
<b>OPTIONAL STUDY SESSION/COUNCIL CHAMBER AUTOMATED BROADCAST SYSTEM</b>						
1	1	Blackmagic Design	SWATEMSCN2/1ME2/HD	ATEM 2 M/E Constellation HD Live Production Switcher (1 RU)	\$1,559.00	\$1,559.00
2	1	Blackmagic Design	HDL-SMTWSCOPEDUO4K2	SmartScope Duo 4K Rack-Mounted Dual 6G-SDI Monitors	\$814.00	\$814.00
3	1	Blackmagic Design	HDL-AUDMON1RU12G	Monitor your audio with the 1 RU Blackmagic Audio Monitor 12G from Blackmagic Design. Featuring a dual-subwoofer design with extra wide range speakers, the audio monitor is equipped with Class-D amplifiers. It features a 12G SDI input, a balanced XLR analog audio input, a balanced AES/EBU digital input audio, HiFi audio inputs, and an HDMI 2.0 output. The front panel features multicolored audio level meters and a built-in LCD for monitoring video sources.	\$1,136.00	\$1,136.00
4	1	Skaarhoj	BluePill-v1	Blue Pill Server enhances the UniSketch ecosystem by combining multiple controllers into a single seamless controller. For example, you can take a PTZ Pro and combine with a Frame Shot and have the Frame Shot show thumbnails for your preset recalls. The selected camera on the PTZ Pro will drive the preset selection on the Frame Shot because to Blue Pill they are essentially just one single panel.	\$859.00	\$859.00
5	2	Lumantek	EZ-MD+	HDMI/SDI Cross Converter with Audio Mux/Demux and Scaler	\$367.00	\$734.00
6	1	AV Pro Edge	AC-MXNET-1G-D	The MXNet Decoder/Receiver device is where the signal arrives. Connect this to any HDMI display device, and it will decode and receive the incoming audio/video signal changing it back to an image or picture. This device connects directly via category wires (CAT 6A recommended) or fiber optics to the MXNet Switch (AC-MXNET-SW48) or any other compatible multicast-capable managed L3 network switch. The AC-MXNET-1G-D is a part of the MXNet family of AV-over-IP products from AVPro Edge.	\$624.00	\$624.00
7	1	Panasonic	AW-UE50KPJ	Bring UHD 4K quality video to your production with the black UE50 4K30 SDI/HDMI PTZ Camera from Panasonic. This pro PTZ camera outputs up to UHD 4K30 over HDMI 1.4, up to 1080p60 over SDI, and it supports IP live streaming up to 1080p to fit into any environment such as a conference room or classroom.	\$3,369.00	\$3,369.00
8	1	FEC	FEC-40WMK	Mount for Camera	\$182.00	\$182.00
9	1	PTZCAM	PTZC-VR-PLATE	Vibration Reduction Mount with Universal Plate for PTZ Cameras	\$227.00	\$227.00
10	1	Tascam	VSR-264	Full HD Live Streaming Hardware Encoder/Decoder	\$1,039.00	\$1,039.00
11	1	Triton	MATERIALS	Materials includes non-plenum cables, connectors, rack screws, cable labels, tie wraps, solder, and other consumables required for the installation of the above equipment.	\$1,500.00	\$1,500.00
12	1	Triton	CUSTOM PROGRAMMING	Custom control system programming.	\$4,400.00	\$4,400.00
13	1	Triton	LABOR	Labor per scope of work	\$15,880.00	\$15,880.00

<p style="text-align: center;"><b>TERMS AND CONDITIONS:</b></p> <p>1. This quotation is valid for 30 days from quote date.                  2. Payment terms available upon credit approval.                  3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total.                  4. Ground freight is estimated and billed at the cost Triton incurs.                  5. Labor quoted, is not a condition of the equipment being purchased from Triton.                  6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization.                  7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.</p>	<b>SUBTOTAL:</b>	<b>\$32,323.00</b>
	<b>5% CONTINGENCY</b>	<b>\$1,616.15</b>
	<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>	<b>\$484.85</b>
	<b>TAX @:</b>	<b>8.75% \$1,237.60</b>
	<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>	
	<b>\$4.00/Monitor 4" - 14.99"</b>	
	<b>\$5.00/Monitor 15"-34.99"</b>	
<b>\$6.00/Monitor 35" or larger</b>	<b>\$8.00</b>	
<b>TOTAL:</b>	<b>\$35,669.59</b>	

## CAUCUS CONFERENCE ROOM

### PROJECT BACKGROUND

The Caucus Room AV needs to be upgraded. We will add an AVOIP decoder so meetings from the Council Chamber can be viewed in the Caucus Room as well as the existing NUC PC, IOGEAR wireless HDMI device, Spectrum Cable Box, and the existing Apple TV. We will install a new monitor and control system with HDMI switch and audio upgrades. A new rack will also be installed.

### SCOPE OF WORK

This scope of work includes Triton performing all phases detailed below in our Project Process with the deliverables detailed in each phase.

1. We will install a new 75" LG display in the room.
2. We will install an AVOIP decoder to feed Council Chamber content to the display.
3. We will install the existing NUC PC into the new equipment rack and add a wireless keyboard and mouse.
4. We will install the existing IOGEAR Wireless HDMI system into the new equipment rack.
5. We will install the existing Apple TV into the new equipment rack.
6. We will install an integrated sound bar with camera, speakers, and microphone. This will be configured for conferencing use with the NUC PC only and connected via USB.
7. All components (except display, microphones, and camera) will be installed in a new modern enclosure under the display. See the following website  
<https://hecklerdesign.com/collections/heckler-av-wall?tdaState=eyJ6d3Bueil6ljRiOGQzYyIsIm1vYzVrOSI6ljRrc3dnailsIjQzY2tnYyI6InJqZnZlZSIsIm53ZWZxcCI6ImR0czNvcyIsImc5ZjZyMyI6ImZnMHcxliwidzI3dmxxljojYXZ1bTUiLCJoc2Myancil4aWlhNHEiLCI1N245YyI6Inh6N3I3liwiYTZoMWMiOiI5dm5rZWQifQ%253D%253D>
8. A new control system with wall mount pushbutton control panel will be installed on the conference room wall. Source control where available, audio levels, display control, and other functions of the conference room.

## PRICING AND PAYMENT TERMS

The total for the Caucus Room project is: **\$28,990.68**. Following is the breakdown of the equipment, installation materials and labor prices.

**LABOR** – Contracted labor rates to be invoiced monthly with payment due in Net 30 days.

<b>CAUCUS ROOM FEE SCHEDULE</b>					
<b>EMPLOYEE</b>	<b>OFF SITE RATE</b>	<b>OFF SITE HOURS</b>	<b>ON SITE DAILY RATE</b>	<b>ON SITE DAY</b>	<b>TOTAL</b>
Design Engineer	\$125.00	13	\$1,900.00	4	\$9,225.00
Project Engineer	\$100.00		\$1,700.00	1	\$1,700.00
Project Manager	\$125.00	6	\$1,900.00		\$750.00
Software Programmer	\$150.00		\$2,000.00	1	\$2,000.00
Install Supervisor (Prevailing Wage)	\$110.00		\$1,700.00		\$0.00
Installer (Prevailing Wage)	\$95.00		\$1,500.00	2	\$3,000.00
General Administration	\$60.00	2	\$0.00		\$120.00
<b>TOTAL:</b>					<b>\$16,795.00</b>

**EQUIPMENT AND INSTALLATION MATERIALS** - Equipment and Installation materials to be invoiced once shipped to your warehouse, or Triton's, whichever occurs first with payment due in Net 30 days.



CUSTOMER: City of La Quinta ADDRESS: 78495 Calle Tampico La Quinta, CA 92253 CONTACT: Doug Kinley III PHONE #: 760.777.7085 EMAIL: <a href="mailto:DKinley@LaQuintaCA.Gov">DKinley@LaQuintaCA.Gov</a>	 <p><b>TRITON</b> TECHNOLOGY SOLUTIONS BECAUSE TECHNOLOGY NEVER ENDS</p> <p>32234 Paseo Adelanto Suite E-1   San Juan Capistrano, CA 92675                  phone: 949.388.3919   fax: 866.275.9175  <a href="http://www.TritonTechnologySolutions.com">www.TritonTechnologySolutions.com</a>   contractor's license #951869</p>	QUOTE DATE: January 22, 2024  PROPOSAL #: La Quinta Caucus Room BOM_V1
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ITEM #	QTY	MANUFACTURER	MODEL #	DESCRIPTION	PRICE	EXTENDED PRICE		
<b>EQUIPMENT</b>								
1	1	Heckler Design	H801-BG	Enhance Heckler AV Wall with video meeting device storage and mounting Video Meeting Kit for Heckler AV Wall. This accessory for your Heckler AV Wall creates an attractive focal point in your meeting rooms that has the presence of modern furniture without occupying precious room space or floor space. Requires the use of H800 Heckler AV Wall Structure, sold separately. <b>COLOR BLACK/GREY</b>	\$1,219.00	\$1,219.00		
2	1	Heckler Design	H800-BG	Simplify the installation of large displays and video meeting equipment.	\$1,219.00	\$1,219.00		
3	1	LG	75UR340C9UD	UR340C Series UHD Commercial TV with management software, scheduler and certified Crestron Connected®	\$1,465.00	\$1,465.00		
4	1	Biamp	Parlé VBC 2500	Parlé™ VBC 2500 is an all-in-one conferencing bar featuring Biamp Audio Intelligence and Biamp Video Intelligence to deliver premium AV experiences for small and medium conference rooms. With integrated AEC and NRD, the VBC 2500 uses a 27-microphone array and Biamp Beamtracking™ technology to actively track and intelligently mix conversations from around the room. Two smart speakers use distortion compensation and dynamic bass enhancement technology to create room filling audio with superior speech reproduction. The VBC 2500 also features Biamp Launch, an automated tuning system that optimizes the audio to each unique conference space. Parlé VBC 2500 includes a wide angle 4k camera designed for conference room environments. The camera incorporates high quality optics to enable streaming crystal clear video at up to 2160p @ 30fps. The VBC 2500 uses auto framing technology to identify meeting participants and to adjust the focus and zoom to keep participants in view. Parlé VBC 2500 can be plugged directly into a UC System with a single USB connection or can be paired with a Devio™ SCR-10 for a BYOD system.	\$1,563.00	\$1,563.00		
5	1	Barco	R9861500T01	Barco ClickShare Tray - button switch holder	\$78.00	\$78.00		
6	1	AMX	MCP-108-WH	Massio™ 8-Button ControlPad with Knob <b>WHITE</b>	\$709.00	\$709.00		
7	1	AMX	PR-0402	Precis 4x2 4K60 HDMI Switcher	\$582.00	\$582.00		
8	1	AV Pro Edge	AC-MXNET-1G-D	MXNet 1G Decoder	\$624.00	\$624.00		
9	1	Netgear	GSM4210PX	M4250-8G2XF-PoE+ 8x1G PoE+ 220W and 2xSFP+ Managed Switch	\$797.00	\$797.00		
10	1	Triton	MATERIALS	Installation Materials includes cables, connectors, rack screws, conduit, cable labels, tie wraps, solder and other consumables required for the installation.	\$1,000.00	\$1,000.00		
11	1	Triton	LABOR	Labor per scope of work.	\$16,795.00	\$16,795.00		
				<b>NOTE:</b> Programming and labor prices based on contract rates.				
					<b>SUBTOTAL:</b>	<b>\$26,051.00</b>		
<b>TERMS AND CONDITIONS:</b> 1. This quotation is valid for 30 days from quote date. 2. Payment terms available upon credit approval. 3. Pricing is based on a cash discount, not the use of a credit card. Payments made by credit cards will incur a 4% increase to the total. 4. Ground freight is estimated and billed at the cost Triton incurs. 5. Labor quoted, is not a condition of the equipment being purchased from Triton. 6. This information is confidential between Triton and the named Customer above and cannot be shared with anyone outside of either organization without approval from either organization. 7. Freight is taxable when Triton receives the equipment then either delivers it or ships it to the customer. Freight is non taxable when Triton's supplier ships directly to the customer.					<b>GROUND FREIGHT ESTIMATE BILLED AT COST (DROP SHIP TO CLIENT NON-TAXABLE):</b>		<b>\$1,953.83</b>	
					<b>TAX @:</b>		<b>8.75%</b>	<b>\$980.86</b>
					<b>CALIFORNIA E-WASTE RECYCLE FEE:</b>			
					\$4.00/Monitor 4" - 14.99"			
					\$5.00/Monitor 15"-34.99"			
\$6.00/Monitor 35" or larger			<b>\$5.00</b>					
					<b>TOTAL:</b>	<b>\$28,990.68</b>		



March 12, 2024

City of La Quinta  
Monika Radeva  
78-495 Calle Tampico  
La Quinta, CA 92253

Dear Monika,

Thank you for the opportunity to provide this revised maintenance and support proposal for the Study Session Room and Wellness Center

Thank you for the consideration of our proposal. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "K Tetherton", with a long horizontal flourish extending to the right.

Kristen Tetherton  
President

## AV SYSTEM MAINTENANCE AND SUPPORT SERVICES














### PROJECT BACKGROUND

Triton currently holds a maintenance and support contract with the city to provide maintenance and support to the council chamber audio-visual, production, and broadcast systems. That contract would extend to the audio speaker upgrade and the Caucus Room.

This proposal provides maintenance and support to the Study Session and Wellness Center.

### SCOPE OF SERVICES

The support services will include:

-  Triton will provide one engineer to come on site a total of four times per year for the maintenance and support of these two rooms. The engineer will be onsite up to an eight-hour service day.
-  The service appointment will be scheduled 30 days prior to the service; however, we will try to accommodate scheduling this service sooner for an emergency or special event.
-  Triton may perform the following tasks as time allows and in coordination with the City's coordinated prioritization which would be agreed upon prior to visit. Not all these items apply to all systems.
  -  Cleaning equipment of dust including vacuuming of filters and equipment.
  -  Confirm all video and audio levels are set properly and adjust as necessary.
  -  Make any repairs or settings changes to the system that the client has notified Triton of prior to visit. Equipment requiring repair will follow the procedures listed below.
  -  Verify equipment software and firmware are up to date if needed including Engineering PC and other PC-based systems. Note that any changes to software or firmware are performed on an "as needed" basis in coordination with City staff and manufacturer.
  -  Check audio system components related to the DSP.
  -  Check control system source and destinations routing.
  -  Test and calibrate mixer levels and work with clients to adjust presets if needed.
  -  Overall system training which may not include specific equipment training.
  -  Install new equipment at the visit if coordinated in advance of the visit. (This may require a design, other equipment, specialized installation materials or new cables pulled that may not be possible without prior coordination).
-  Provide written report of services performed including any recommendations or items that need to be addressed in the form of a report provided with one week of site visit.

## AUDIO/VISUAL SYSTEMS MAINTENANCE AND SUPPORT FOR STUDY SESSION AND WELLNESS CENTER

- Once notified of a condition or issue or an issue is observed onsite, Triton will provide phone and/or email technical support within 4 hours of the initial notification. This assumes initial notification would be within normal business hours not including weekends or holidays and the response would be within normal business hours as well. Once the problem has been identified Triton will help the client through the phone, remote login, or email to find a work around if possible. If no work around is possible, then Triton will schedule an appointment to come onsite at the first available opportunity.
- Unlimited phone, offsite remote access support, text and/or email support during normal business hours, M-F 8am – 5pm excluding weekends and holidays for system technical problems.
- This contract includes offsite time for research of any potential solutions, working with the device manufacturer's tech support on behalf of the City and in coordination with City Staff if needed, or coordination of RMA's.
- Offsite remote access via the Internet is included in this agreement if the city allows access to Triton's personnel. See Triton's "Triton's Data and Network Security Liability Disclosure" for more information. All remote access systems to be provided by the City of La Quinta and access must be approved for each instance.
- Consumables such as cables, connectors, solder, rack screws, or other consumables used or required during a service and or repair will be provided by Triton. Triton will however bill these items separately. In most cases this cost is minimal (\$250 or less) per service call. However, if a need arises requiring a substantial use of materials for a service call, Triton will identify these costs and will get approval from the City's designated staff prior to the service call.
- Any changes made to the system, during a regular scheduled maintenance appointment, that requires the existing documentation to be updated, Triton will update the documentation and provide both AutoCAD and pdf files to the city. This assumes the city already has electronic files of their documentation in AutoCAD. If electronic files do not exist, they cannot be updated.

For any equipment that requires offsite repair by either the manufacturer or an authorized repair facility, Triton will provide the following service:

- Triton will work directly with the manufacturer through the troubleshooting and return authorization process.
- Once Triton receives a proposal for the service work (sometimes this information can be given prior to the manufacturer receiving the product and other times they need to physically evaluate the unit) we will provide a proposal to the city. The repair will not be completed until the City Staff approves the repair cost.
- Triton will uninstall the equipment during the planned service visit. Triton will package it and ship it using ground freight except under the following conditions: expedited shipment, packaging for oversized items, palletized equipment, or items required to go by truck. These exceptions will be invoiced directly to the City at Triton's cost.

## AUDIO/VISUAL SYSTEMS MAINTENANCE AND SUPPORT FOR STUDY SESSION AND WELLNESS CENTER

- 🔊 Once the item is repaired and sent back, either the city's own staff can reinstall it or Triton. If Triton reinstalls it, the city can elect to use one of the four annual service days they have available, or Triton will invoice this at the hourly service rates.
- 🔊 Triton will try in good faith to acquire loaner equipment from the manufacturer while the city's equipment is in for repair. If none is available the city has the option to rent equipment, which is not included in this contract.

### PRICING PAYMENT TERMS

The cost for this agreement is \$13,000.00. This includes \$2,000.00 allocated to be used for outside repair fees, materials/equipment, or freight fees. Outside repair fees would include bench work or repair services a manufacturer charges if equipment requires repair. Materials include cables, connectors, and other consumables that may be required as well as any low-cost equipment that may be required. Freight fees would be charged at Triton's cost to ship any equipment that required repair by a manufacturer. ***The outside repair fees, material/equipment or freight fees would only be billed if required.*** Any outside repair fees would need to be approved by City staff prior to the repair occurring.

Triton Technology will contract with the City of La Quinta to provide support services for a period of one year from the date of the contract or purchase order. Any future upgrades to these systems performed by Triton or backed with system documentation will be supported during the term of the contract.

### PAYMENT TERMS

- 🔊 \$2,000.00 allocated to be used for outside repair fees, materials, equipment, or freight fees. Sales tax is applicable to some of these items and will also need to be included in this amount. This amount or a portion thereof will only be invoiced at the time it is used with payment due in Net 30 days.
- 🔊 \$11,00.00 for the services specified in this agreement. This fee will be billed as:
  - \$2,750 to be invoiced at time of contract with payment due in net 30 days.
  - \$2,750 to be invoiced 90 days after contract date with payment due in net 30 days.
  - \$2,750 to be invoiced 180 days after contract date with payment due in net 30 days.
  - \$2,750 to be invoiced 270 days after contract date with payment due in net 30 days.





### **FEE SCHEDULE**

For services outside of the standard agreement the following rates will apply and are billable to the city.

AUDIO/VISUAL SYSTEMS MAINTENANCE AND SUPPORT FOR STUDY SESSION AND WELLNESS CENTER

EMPLOYEE	OFF SITE HOURLY RATE	ON SITE DAILY RATE
Design Engineer	\$150.00	\$2,000.00
Project Engineer	\$140.00	\$1,800.00
Project Manager	\$150.00	\$2,000.00
Software Programmer	\$175.00	\$2,000.00
Install Supervisor (Prevailing wage rate)	\$140.00	\$1,800.00
Installer (Prevailing wage rate)	\$130.00	\$1,600.00
General Administration	\$65.00	N/A
After Hours Rates Mon-Fri	1.5X Hour Rate	
After Hours Rates for Sat & Sun	2X Hour Rate	

These rates will be invoiced as follows:

-  Any service outside of the Standard Agreement will need City approval prior to the service being completed.
-  All hourly services will be billed in 30-minute blocks as incurred.
-  All daily rates represent an 8-hour workday.
-  Any services performed outside of the standard agreement will be invoiced with payment due in Net 30 days.

## ADDENDUM TO AGREEMENT

### Re: Scope of Services

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

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City,

its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

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

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

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

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



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

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

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

Exhibit B  
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Six Hundred and Twenty-One Thousand and Eight Hundred and Seventy-One Dollars (\$621,871) (“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.

**Audio and Visual (AV) Upgrades – City Hall and Wellness Center**

Project Cost	One Time Fees	Contingency Budget
Chamber – Audio Upgrade	\$ 32,472.73	-
Caucus Room – AV Upgrade	\$ 28,990.68	-
Study Session Room – AV Upgrade <i>(Includes 5% Contingency = 9,020)</i>	\$ 205,651.49	-
Study Session Room – Broadcast <i>(Includes 5% Contingency = 1,616.15)</i>	\$ 35,669.59	
Meeting Room (Wellness Center) <i>(Includes 5% Contingency = 7,495.90)</i>	\$ 168,764.95	-
Contingency Budget <i>(approximately 5% for unanticipated items)</i>	-	\$ 23,577.56
<b>UPGRADES TOTAL \$495,127:</b>	<b>\$ 471,549.44</b>	<b>\$ 23,577.56</b>

**Annual Maintenance and Support Services**

<b>Fiscal Year</b>	<b>Facilities</b>	<b>Maintenance Costs</b>
FYs 2024/25 to 2026/27 <i>Consolidates current maintenance services contract</i>	Chamber & Caucus Rooms Annual \$13,625 per FY	\$ 40,875
FYs 2024/25 to 2026/27	Study Session & Wellness Center Meeting Rooms \$5,500 per FY & \$4,000 contingency	\$ 16,500 \$ 4,000
<b>Initial 3-Year Term Maintenance Total:</b>		<b>\$ 61,375</b>
<u>Optional One-Time 3-Year Term Extension</u>		
FYs 2027/28 to 2029/30	Chamber & Caucus Rooms \$13,625 per FY	\$ 40,875
FYs 2027/28 to 2029/30	Study Session & Wellness Center Meeting Rooms \$5,500 per FY & \$4,000 contingency	\$ 16,500 \$ 4,000
FY 2025/26 – 2027/28	Contingency ( <i>approx. 5% for CPI</i> )	\$ 3,994
<b>Optional 3-Year Extended Term Maintenance Total:</b>		<b>\$ 65,369</b>

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

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

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

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)

Auto Liability Additional Insured  
Personal Auto Declaration Page if applicable

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

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

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

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

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

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

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

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

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

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

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the



right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

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

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the

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

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

[CLICK HERE to Return to Agenda](#)

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** DISCUSS ANNEXATION PROCESS RELATED TO THE SOUTHERN SPHERE OF INFLUENCE AREA, INCLUDING AN OVERVIEW OF PROPERTY TAXES, REVENUES, AND CURRENT INFRASTRUCTURE

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### RECOMMENDATION

Discuss annexation process related to the southern sphere of influence area, including an overview of property taxes, revenues, and current infrastructure.

### EXECUTIVE SUMMARY

- On August 2, 2022, Council reviewed the status of the City's Sphere of Influence (SOI), and directed Staff to:
  1. Prepare a Fiscal Impact Analysis to consider the financial costs and revenues associated with the annexation of the existing SOI; and
  2. Consider potential additional lands for an extension of the SOI.
- On April 4, 2023, Council reviewed the Fiscal Impact Analysis and directed staff to continue the study of the SOI area.

**FISCAL IMPACT** – There are no fiscal impacts associated with this informational report.

### BACKGROUND/ANALYSIS

#### Existing Sphere of Influence

The City's SOI consists of 7,665± acres generally located east of Monroe, south of Avenue 52, north of Avenue 60, and west of Van Buren and Harrison Streets. The majority of the SOI is designated for low density residential development, with an Agricultural/Equestrian overlay, and some areas designated for commercial development.

Of the 7,665± acres in the SOI, only about 1,407 acres are developed, 5,429 acres are in agriculture, and 828 acres are vacant desert lands. Much of the developed acreage is under-utilized, consisting of nurseries and single-family homes on large lots.

As a follow-up to April 4, 2023, Staff assessed the potential property taxes and revenue related to annexation, the current infrastructure facilities, analyzed the annexation process

and conducted public outreach. Public outreach consisted of mailing an announcement post card of the meeting to property owners, tribal governments, and registered voters within the SOI boundaries, an update to the Vista Santa Rosa dedicated page on the City's website, and an announcement at the Vista Santa Rosa Community Council.

### **Property Tax Primer and Potential Revenue from the SOI**

Property tax revenue streams are difficult to calculate due to the complex nature of tax distribution formulas along with the added difficulty of accounting for former redevelopment obligations and distribution of remaining residual revenues. Proposition 13 limits the ad valorem property tax (tax derived from an assessed value) to 1% of the purchase/transfer price of the home (with a valuation escalator capped at 2% per year). Home valuations are calculated annually by the Riverside County Assessor's office. The County Auditor-Controller then applies the appropriate tax rates, including the general levy (Prop 13, 1%), and any special taxes or district assessments that may apply. The property tax invoices are prepared and sent out by the County Treasurer/Tax Collector, who also receives payments from property owners. The money is then distributed to the various agencies by the Auditor-Controller. Entities who benefit from property taxes generated in the City include Riverside County, the City of La Quinta, Desert Sands Unified School District, Coachella Valley Unified School District, County structure fire protection, County free library, Desert Recreation District, Coachella Valley public cemetery, CVWD state water project, and others, through a funding formula known as the "AB8" factors. Assembly Bill 8 was adopted by the state legislature for the 1979-80 tax year to establish a method for allocating property taxes. Even though the property tax allocations are governed by State law, the State does not receive any revenue from property taxes; all revenue collected stays within the county in which it is collected, with school districts and counties generally receiving the largest percentage.

The City's SOI is in a former redevelopment area known as the Thermal and Airport Sub-Area, part of the Desert Communities Project Area (DCPA). Successor agencies (SAs) were formed when the State dissolved all the redevelopment agencies (RDAs), and each SA is responsible for administering any debt incurred by the former RDA. The bonds for each former RDA are accounted for on a Recognized Obligation Payment Schedule (ROPS), approved by the Department of Finance. All property tax generated from increases over base valuations (known as incremental revenue) in these former redevelopment project areas is placed into the Redevelopment Property Tax Trust Fund (RPTTF). To add to the confusion regarding distributions, the counties have to provide for these recognized obligations before any other payments are made. Essentially, the property tax in the RPTTF is dedicated first to the debt service payments of the former RDAs, and next to pass-through payments based on existing property tax agreements. The remaining amount is known as residual revenue and is then distributed using the AB8 factors mentioned above. Since no new debt is being issued, and as existing debt gets paid off, the amount of available residual revenue will continue to increase as property valuations increase. Therefore, improvements to undeveloped parcels in the SOI will generate property tax revenue, however it will be difficult to quantify. City staff has a meeting with county auditor-controller staff to gain additional insight into the distribution formulas, and plans to update



the fiscal impact analysis with property tax estimates which will be presented at a future meeting.

### **Assessment of Current Infrastructure Facilities**

If annexation is successful, the infrastructure of the SOI would become the City's jurisdiction. Infrastructure includes roads, utilities, drainage, sidewalks, perimeter and median landscape, parks, traffic signals, and city-owned buildings, although, roads and utilities are currently the only existing infrastructure within the SOI. The SOI is located within Riverside County Supervisorial District 4.

Staff conducted an informal field assessment to identify any major existing infrastructure concerns. The County's pavement condition index (PCI) rating for District 4 is currently 76. Overall, the roads are in fair condition. There are no curbs and gutters in the SOI, except for a few small sections within neighborhoods. There are existing overhead electrical, sewer, gas, and water utilities in the SOI.

The SOI area would be assessed as part of the City's Transportation Needs Analysis. The existing infrastructure and future needs would be incorporated into the City's Development Impact Fee Study. Any future road widening improvement would occur as residential or commercial development takes place.

### **Overview of the Annexation Process**

The Local Agency Formation Commission (LAFCo) has an established process for the annexation of lands that are currently in a City's SOI. The components of the process include the following steps:

- Determining the Boundary of the Annexation Area
  - Eastern Sphere
  - Northern Sphere
- Community Outreach
- Application Preparation and Submittal
  - Plan of Services
  - Fiscal Impact Analysis
  - Legal Description
- California Environmental Quality Act (CEQA) review
- LAFCo review and Board Hearing
- Protest Hearing

## Next Steps

Should Council wish to explore the annexation of the SOI, staff would request an opportunity to research more thoroughly the annexation process, and return with follow-up study sessions to discuss timeline, community outreach, and current and future land uses and master planning.

Prepared by: Scott Nespor, Senior Planner

Approved by: Danny Castro, Design and Development Director

# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51555 MADISON STREET AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE

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### RECOMMENDATION

Adopt a resolution to approve the property located at 51555 Madison Street as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the La Quinta Municipal Code.

### EXECUTIVE SUMMARY

- Effective May 20, 2021, Section 3.25.055 of the La Quinta Municipal Code (LQMC) established a ban on the issuance of new short-term vacation rental (STVR) permits for properties located within non-exempt areas in the city.
- Effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a “Qualified and Certified Large Lot,” as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in Section 3.25.055 of the LQMC, if certain criteria are met.
- The property located in mid La Quinta, at 51555 Madison Street (Property), as depicted in the enclosed vicinity map as Attachment 1, seeks exemption from the ban and has met all required criteria for a Qualified and Certified Large Lot.

### FISCAL IMPACT

If the Property is approved as Qualified and Certified Large Lot, it will be eligible to obtain an STVR permit, which would generate 10% transient occupancy tax for the City on STVR stays in accordance with Chapter 3.24 of the LQMC.

### BACKGROUND/ANALYSIS

The City has the authority to regulate residential uses operating within the city. LQMC Chapter 3.25 regulates the City’s STVR Program, including but not limited to STVR permitted uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines.

Effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas in the city.

Effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a "Qualified and Certified Large Lot," as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in Section 3.25.055 of the LQMC, if certain criteria are met.

The Property submitted a Qualified and Certified Large Lot application (LLQC 2024-0003) seeking exemption from the ban, and has met all required criteria as follows:

- 1) The Property has a "Lot Area," as defined, comprised of a single parcel of 9.25 acres, or 402,930 square feet, as shown in the enclosed Riverside County Parcel Report included as Attachment 2, which is greater than the Lot Area requirement of no less than 25,000 square feet pursuant to Section 3.25.057(A)(1) of the LQMC.
- 2) The Property has an existing main dwelling and two (2) accessory dwelling units, with a combined total of 5,553 square feet, between all three units, of living area available for use.
- 3) The total number of approved bedrooms shall be established at the issuance of an STVR permit, and shall be verified at least annually during the STVR permit renewal. Riverside County Assessor records show there are two (2) bedrooms in the main dwelling for this Property; and five (5) additional bedrooms between the two (2) accessory dwelling units on the parcel, which are presently under review to verify compliance with current building code regulation and permitting, and if confirmed, would increase the total number of bedrooms to seven (7) amongst all existing dwellings on the parcel.
- 4) The Property shall be subject to the allowed daytime and overnight occupancy limits established pursuant to Section 3.25.070(B) of the LQMC based on the approved number of bedrooms upon issuance of an STVR permit. For reference, a 7-bedroom property, which would be the maximum number of bedrooms that could potentially be approved for this Property, is allowed 14 overnight occupants, and 14 to 20 daytime occupants.
- 5) The Property is located in mid La Quinta, and is not within a residential project governed by a homeowners' association (HOA), and there are no applicable HOA conditions, covenants, and restrictions (CC&Rs) or any other applicable governing documents that may restrict the use of the Property as an STVR unit,
- 6) The use of the Property as an STVR unit is not prohibited or otherwise inconsistent with any recorded instruments governing the use of the Property.

- 7) On-site inspection of the Property was conducted on March 6, 2024, (the inspection report is enclosed as Attachment 3) by the City's Municipal Code Compliance Office to verify:
  - a. The locations of outdoor gathering/living spaces and entertainment areas, including but not limited to any pool(s), spa(s), BBQ areas, courtyard(s), and recreational activities (such as games – putting green, corn hole, ping-pong table, croquet, basketball hoop, etc.) are as shown in enclosed "Exhibit A – Site and Parking Plan" to the Resolution; and the physical distance and their proximity to neighboring properties is unlikely to cause a disturbance.
  - b. There is adequate on-site parking for use of the Property as an STVR unit, in accordance with Section 3.25.050(F) of the LQMC, as shown in enclosed "Exhibit A – Site and Parking Plan" to the Resolution – four (4) parking spaces would be required for this Property based on the allowed number of overnight guests, if an STVR permit were to be issued for the possible maximum seven (7) bedrooms; and the City's Good Guest and Good Neighbor brochures recommend six (6) parking spaces. This Property does not have a garage and street parking is not available, however, it is located behind a private gate, and can accommodate three (3) cars in the driveway from the gate to the main dwelling, and has a large parking area at the bottom of the property, which exceed both, the required and recommended parking.
- 8) The single parcel is not, nor will the single parcel ever be for the duration of the Property's approval as a Qualified and Certified Large Lot, subject to a subdivision, lot-line adjustment, lot merger, or any other alteration of the single parcel under the Subdivision Map Act in Division 2 (commencing with Section 64410) of Title 7 of the California Government Code or under Title 13 of the LQMC, which would result in the single parcel no longer being in compliance with the original approval by the City under Section 3.25.057 of the LQMC pursuant to the proposed Resolution.
- 9) Council authorizes the City Manager, or designee(s), to prepare a land use covenant (the "Notice, Agreement, and Covenant Affecting Real Property"), enclosed as Attachment 4, in a form approved by the City Attorney and executed by the owner of the Property, memorializing the terms and conditions applicable to the Property, for the duration of the Property's approval as a Qualified and Certified Large Lot for use as an STVR unit, with said land use covenant to include the proposed Resolution granting Council approval of the Property as Qualified and Certified Large Lot, along with all exhibits, and conditions of approval, if any, imposed by Council at the public hearing. The executed land use covenant shall be recorded against the Property in the Riverside County Recorder's Office no later than sixty (60) days after the adoption of the proposed Resolution, or such later date as may be mutually agreed upon by the owner of the Property and the City Manager.

- 10) There are a total of six (6) active STVR permits within a 500-foot radius from the Property as of this writing; the parcels are highlighted and shown in the site map included as Attachment 5.

The Property was previously permitted as an STVR (from 2019 to 2020), however, the STVR permit was not renewed in 2020 as the Property was under remodeling, which was followed by the stay-at-home order issued by the Governor of California due to COVID-19 pandemic, and the City's temporary moratorium on the issuance of new STVR permits via Executive Order No. 10 on August 4, 2020, and extended by succeeding amendments; and subsequently codifying the ban effective May 20, 2020. The Property is currently being rented long-term and is managed by Robert Conrad of Escape Vacation Homes. There is no record of any disturbance complaints for this Property with the City.

## AGENCY AND PUBLIC REVIEW

### Public Hearing Notice

This item was advertised in *The Desert Sun* newspaper on March 8, 2024; and public hearing notices were mailed to all property owners within 500 feet of the Property.

## ENVIRONMENTAL REVIEW

The Design and Development Department has determined this project to be exempt from environmental review pursuant to California Environmental Quality Action Section 15061(b)(3) – Common Sense Exemption and Section 15301 – Existing Facilities.

## ALTERNATIVES

Council may elect not to adopt the proposed Resolution and not to approve the Property as a Qualified and Certified Large Lot.

Prepared by: Lori Loret, Senior Permit Technician  
Approved by: Monika Radeva, City Clerk

Attachments:

1. Vicinity Map, including 500-foot radius
2. Riverside County Parcel Report
3. Property Inspection Report, dated March 6, 2024
4. Notice, Agreement, and Covenant Affecting Real Property
5. Site map of active STVR permits within 500 ft from the Property

**RESOLUTION NO. 2024 – XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PROPERTY LOCATED AT 51555 MADISON STREET, LA QUINTA, CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL NUMBER 777-030-006, AS A “QUALIFIED AND CERTIFIED LARGE LOT” PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE**

**CASE NUMBER:  
LARGE LOT QUALIFIED AND CERTIFIED 2024-0003**

**APPLICANT: ROBERT CONRAD  
OWNER: ALAM KHAN / DALIA K PROPERTIES & HOLDINGS, LLC**

**WHEREAS**, the City has the authority to regulate residential uses, including STVR uses, operating within the City; and

**WHEREAS**, Chapter 3.25 of the La Quinta Municipal Code (LQMC) regulates short-term vacation rentals (STVRs) in the City, including but not limited to STVR permitted uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines; and

**WHEREAS**, effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas in La Quinta; and

**WHEREAS**, effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a “Qualified and Certified Large Lot,” as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in Section 3.25.055 of the LQMC, if certain criteria are met; and

**WHEREAS**, the City Council of the City of La Quinta, California, did, on March 19, 2024, hold a duly noticed Public Hearing to consider a request for approval of the property located in mid La Quinta at 51555 Madison Street, La Quinta, California (the “Property”), as a “Qualified and Certified Large Lot,” as defined, in accordance with LQMC Section 3.25.057; and

**WHEREAS**, the City published a public hearing notice in *The Desert Sun* newspaper on March 8, 2024, as prescribed by the LQMC and State Planning and Zoning Law (Gov. Code Section 65000 *et seq.*); public hearing notices were also mailed to all property owners within 500 feet of the Property; and

**WHEREAS**, upon hearing and considering all testimony and arguments, the City Council approves the Property as a Qualified and Certified Large Lot for the following reasons:

- 1) The Property has a “Lot Area,” as defined, comprised of a single parcel of 9.25 acres, or 402,930 square feet, which is greater than the Lot Area requirement of no less than 25,000 square feet pursuant to Section 3.25.057(A)(1) of the LQMC; and
- 2) The Property has an existing main dwelling and two (2) accessory dwelling units, with a combined total of 5,553 square feet, between all three units, of living area available for use; and
- 3) The total number of approved bedrooms shall be established at the issuance of an STVR permit, and shall be verified at least annually during the STVR permit renewal. Riverside County Assessor records show there are two (2) bedrooms in the main dwelling for this Property; and five (5) additional bedrooms between the two (2) accessory dwelling units on the parcel, which are presently under review to verify compliance with current building code regulation and permitting, and if confirmed, would increase the total number of bedrooms to seven (7) amongst all existing dwellings on the parcel; and
- 4) The Property shall be subject to the allowed daytime and overnight occupancy limits established pursuant to Section 3.25.070(B) of the LQMC based on the approved number of bedrooms; and
- 5) The Property is located in mid La Quinta, and is not within a residential project governed by a homeowners’ association (HOA), and there are no applicable HOA conditions, covenants, and restrictions (CC&Rs) or any other applicable governing documents that may restrict the use of the Property as an STVR unit; and
- 6) The use of the Property as an STVR unit is not prohibited or otherwise inconsistent with any recorded instruments governing the use of the Property; and
- 7) On-site inspection of the Property was conducted on March 6, 2024, by the City’s Municipal Code Compliance Office to verify:
  - a. The locations of outdoor gathering/living spaces and entertainment areas, including but not limited to any pool(s), spa(s), BBQ areas, courtyard(s), and recreational activities (such as games – putting green, corn hole, ping-pong table, croquet, basketball hoop, etc.) are as shown in enclosed “Exhibit A – Site and Parking Plan,” incorporated herewith by this



reference; and the physical distance and their proximity to neighboring properties is unlikely to cause a disturbance; and

- b. There is adequate on-site parking for use of the Property as an STVR unit, in accordance with Section 3.25.050(F) of the LQMC, as shown in enclosed “Exhibit A – Site and Parking Plan,” incorporated herein by this reference. The Property does not have a garage and street parking is not available, however, it is located behind a private gate, and can accommodate three (3) cars in the driveway from the gate to the main dwelling, and has a large parking area at the bottom of the property; and
- 8) The single parcel is not, nor will the single parcel ever be for the duration of the Property’s approval as a Qualified and Certified Large Lot, subject to a subdivision, lot-line adjustment, lot merger, or any other alteration of the single parcel under the Subdivision Map Act in Division 2 (commencing with Section 64410) of Title 7 of the California Government Code or under Title 13 of the LQMC, which would result in the single parcel no longer being in compliance with the original approval by the City under Section 3.25.057 of the LQMC pursuant to this Resolution; and
- 9) The City Council does hereby authorize the City Manager, or designee(s), to execute a land use covenant (the “Notice, Agreement, and Covenant Affecting Real Property”), in a form approved by the City Attorney and executed by the owner of the Property, memorializing the terms and conditions applicable to the Property, for the duration of the Property’s approval as a Qualified and Certified Large Lot for use as an STVR unit, with said land use covenant to include this Resolution, along with all Exhibits, and Conditions of Approval, if any, imposed by the City Council at the public hearing. The executed land use covenant shall be recorded against the Property in the Riverside County Recorder’s Office no later than sixty (60) days after the adoption of this Resolution, or such later date as may be mutually agreed upon by the owner of the Property and the City Manager.
- 10) There are a total of 6 active STVR permits within a 500-foot radius from the Property as of this writing.

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

SECTION 1. The foregoing recitals are true and correct, and constitute the findings of the City Council in this case, and are incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Property as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the LQMC.

Resolution No. 2024 – XXX  
Qualified and Certified Large Lot – 51555 Madison Street  
Adopted: March 19, 2024  
Page 4 of 4

**SECTION 3.** This Resolution shall go into effect upon adoption and 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 19th day of March, 2024, 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



Main Dwelling

Large Parking Area

Outdoor Living Areas

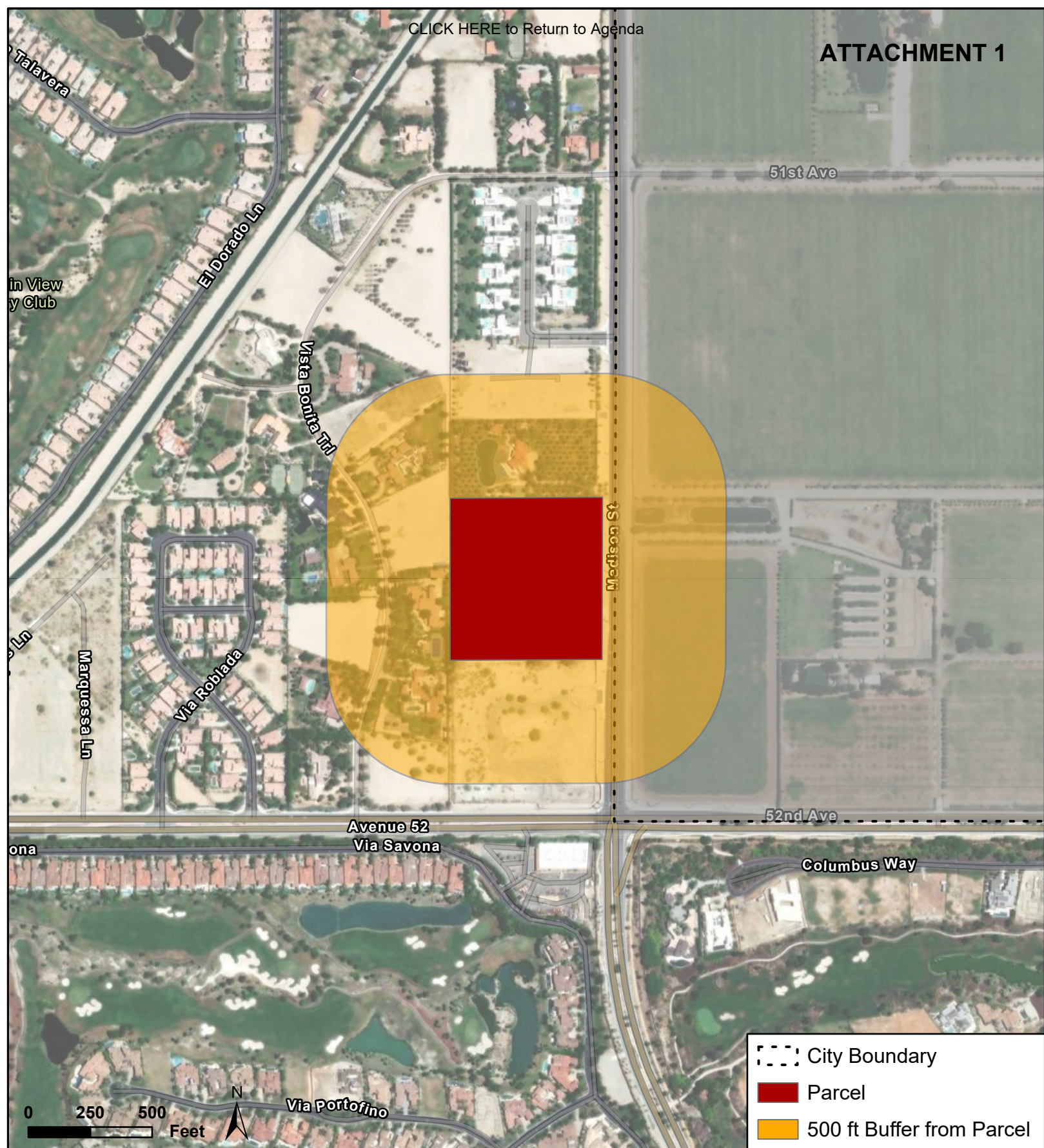
Accessory Dwelling Units

BBQ Area

Pool/Spa

Driveway Parking

Large Parking Area



## Large Lot Inventory

### Parcel Information

Address: 51555 Madison Street  
 APN: 777-030-006  
 Size: Approx. 402,355 square feet





# Riverside County Parcel Report

Summary Report

777030006, 777030006, 777030006

## DISCLAIMER

Maps, permit information 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.

## ASSESSOR DATA

<b>APN</b>	<b>777-030-006-6</b>	Owner Name(s)	NOT AVAILABLE ONLINE
Previous APN	769120004,769120005,769120026,769120028,76, more	Mailing Address	51555 MADISON ST, LA QUINTA CA 92253
Address	51555 MADISON ST, LA QUINTA CA 92253		
Lot Size	9.25		

### Legal Description

Recorded Book/Page: [MB 88/42](#) Lot/Parcel: 3 Tract Number:  
 Subdivision: TR 6682 Block:

### Property Characteristics

Year Constructed: 1950	Property Area (sq ft): 3185 sq ft.	Pool: YES
Stories: 1	Construction Type: Wood or Light Steel (D)	Central Cool: YES
Baths: 2	Roof Type: Tile/Slate	Central Heat: YES
Bedrooms: 2	Garage Type:	

<b>APN</b>	<b>777-030-006-6</b>	Owner Name(s)	NOT AVAILABLE ONLINE
Previous APN	769120004,769120005,769120026,769120028,76, more	Mailing Address	51555 MADISON ST, LA QUINTA CA 92253
Address	51555 MADISON ST, LA QUINTA CA 92253		
Lot Size	9.25		

### Legal Description

Recorded Book/Page: [MB 88/42](#) Lot/Parcel: 3 Tract Number:  
 Subdivision: TR 6682 Block:

### Property Characteristics

Year Constructed: 1970	Property Area (sq ft): 1408 sq ft.	Pool: YES
Stories: 1	Construction Type: Wood or Light Steel (D)	Central Cool: NO
Baths: 1	Roof Type:	Central Heat: NO
Bedrooms: 2	Garage Type:	

<b>APN</b>	<b>777-030-006-6</b>	Owner Name(s)	NOT AVAILABLE ONLINE
Previous APN	769120004,769120005,769120026,769120028,76, more	Mailing Address	51555 MADISON ST, LA QUINTA CA 92253
Address	51555 MADISON ST, LA QUINTA CA 92253		
Lot Size	9.25		

Legal Description		Lot/Parcel: 3	Tract Number:
Recorded Book/Page: <a href="#">MB 88/42</a>		Block:	
Subdivision: TR 6682			

Property Characteristics		
Year Constructed: 1970	Property Area (sq ft): 960 sq ft.	Pool: YES
Stories: 1	Construction Type: Wood or Light Steel (D)	Central Cool: YES
Baths: 1	Roof Type: Rock/Composite	Central Heat: YES
Bedrooms: 3	Garage Type:	

**PARCEL DATA**

City Boundary	LA QUINTA
Supervisory District	V MANUEL PEREZ, DISTRICT 4
General Plan Policy Areas	NOT IN A GENERAL PLAN POLICY AREA
General Plan Policy Overlays	NOT IN A GENERAL PLAN POLICY OVERLAY
Land Use Designations	CITY
Specific Plans	NOT IN A SPECIFIC PLAN
<a href="#">Zoning Classifications (ORD. 348)</a>	Contact the Planning Dept at <a href="https://planning.rctlma.org/Contact-Us">https://planning.rctlma.org/Contact-Us</a> for more information CHECK WITH THE CITY FOR MORE INFORMATION

**DEPARTMENT OF ENVIRONMENTAL HEALTH PERMITS**

Septic Systems				
Record Id	Application Date	Plan Check Approved Date	Final Inspection Date	Approved Date
N/A	N/A	N/A	N/A	N/A
Well Water				
Record Id	PE	Permit Paid Date	Permit Approved Date	Well Finaled Date
WP0023834	Well Permit - Individual	20 Nov 2013	19 Nov 2013	05 Jan 2015

**PLUS PERMITS & CASES**

Administration Cases		
Case	Case Description	Status
N/A	N/A	N/A

Building and Safety Cases		
Case	Case Description	Status
BZ189937	AGRICULTURAL REGISTRATION--8X10 TOOL STORAGE UNIT	FINAL
BZ189938	ELECTRICAL SERVICE TO AGRICULTURAL BUILDING	FINAL

Code Cases		
Case	Case Description	Status
N/A	N/A	N/A

Fire Cases		
Case	Case Description	Status
N/A	N/A	N/A

Planning Cases		
Case	Case Description	Status
N/A	N/A	N/A

Survey Cases		
Case	Case Description	Status
N/A	N/A	N/A

Transportation Cases		
Case	Case Description	Status
N/A	N/A	N/A

**Short-Term Vacation Rental (STVR) Checklist –  
Large Lot Qualified & Certified (LLQC)**

Inspection Date: 3/6/24 Inspection Time: 11:00 AM

Owner/Authorized Agent Name: Robert Conrad (Property Manager)

Property Address: 51555 Madison Street

No. of Bedrooms: 7 No. of Dwellings at Property: 3

No. of Parking Spaces Required: 4 (recommended 6)

**General Property Information:**

Verify parking plan is accurate and property can accommodate all guest parking requirements (see attached parking plan)

Parking spaces available:

Garage: NA

Driveway: 3

Street: N/A

Other: (please specify location) large parking area bottom of property

Verify history of disturbance complaints no disturbances reported.

Verify site plan includes all outdoor areas utilized by guests (see attached site plan)

Verify all outdoor gathering areas (including pool/spa), entertainment areas, and any recreational activities (such as games – corn hole, ping-pong table, croquet, basketball hoop, etc.) are located in a manner and proximity that is unlikely to disturb the surrounding properties and neighbors.

**Bedrooms & Safety:** For Main dwelling only, 2 BD approved.

Bedroom egress – a minimum of 1 opening with the following requirements:

- 44" maximum sill height
- Minimum net clear opening: 5.7 square feet
- Minimum opening height: 24"
- Minimum opening width: 20"





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO

City of La Quinta  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per Gov. Code  
§6103 and §27383)

**NOTICE, AGREEMENT, AND COVENANT AFFECTING REAL PROPERTY  
(City of La Quinta – Qualified and Certified Large Lot)**

This AGREEMENT, NOTICE, AND COVENANT AFFECTING REAL PROPERTY (this "Covenant") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city ("City"), and Alam Khan, ("Property Owner"), with reference to the following:

**RECITALS**

A. Chapter 3.25 of the La Quinta Municipal Code (LQMC) regulates short-term vacation rentals (STVRs) in the City, including but is not limited to permitted and prohibited uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines.

B. Effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas of City.

C. Effective January 4, 2024, Section 3.25.057 of the LQMC provides that a "Qualified and Certified Large Lot," as defined, may be exempted from the ban on the issuance of new STVR permits if certain criteria are met.

D. Property Owner owns fee title to that certain real property located in the City of La Quinta, California and more specifically described on Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

E. Property Owner submitted an application for the City to review, consider, and approve the Property as a Qualified and Certified Large Lot.

F. On \_\_\_\_\_, 2024, the City Council of the City of La Quinta adopted Resolution Number 2024-XXX (the "Resolution") approving the Property as a Qualified and Certified Large Lot, subject in part to a requirement that the Property Owner execute this Covenant, which shall be recorded in the Official Records of Riverside County. The Resolution, including any Conditions of Approval associated therewith is attached hereto as Exhibit "B" and incorporated herein by this reference.

G. City and Property Owner now desire to execute this Covenant as a condition of City's approval in the Resolution that the Property is a Qualified and Certified Large Lot.

### **AGREEMENT, NOTICE, AND COVENANT**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the City and Property Owner hereby agree as follows:

1. EFFECTIVE DATE. This Covenant shall be effective and of full force and effect upon complete execution by City and Property Owner, which shall be inserted in the preamble, and shall be perfected as binding against any and all owners of the Property upon recording in the Official Records of Riverside County.
2. QUALIFIED AND CERTIFIED LARGE LOT.

2.1 Approval Conditional. City's approval in the Resolution that the Property is a Qualified and Certified Large Lot is contingent on the Property's compliance with this Covenant, LQMC Section 3.25.057 or successor provisions as the same may be amended, and the Resolution, including the Conditions of Approval, if any, set forth in the Resolution (collectively the "Resolution Conditions"). Property Owner acknowledges that the Property only qualifies as a Qualified and Certified Large Lot when it meets the Resolution Conditions, and covenants to keep the Property in compliance with such Resolution Conditions at all times when the Property is operating as a Qualified and Certified Large Lot. If, at any point, the Property is out of compliance with the Resolution Conditions, it shall immediately cease to qualify as a Qualified and Certified Large Lot without any further action of City.

2.2 Single Lot. Property Owner acknowledges, covenants, and agrees that the Property is a single parcel and shall remain a single parcel at all times when the Property is used as a Qualified and Certified Large Lot. In no event shall the Property be subdivided, merged, subject to a lot-line adjustment, or otherwise altered in a manner that would result in the Property no longer being a single lot which complies with the Resolution Conditions. Any subdivision, merger, lot-line adjustment, or other alteration in violation of this Section 2.2 shall be a violation of

this Covenant and shall result in immediate disqualification of the Property as a Qualified and Certified Large Lot.

2.3 STVR Permits Contingent. Property Owner acknowledges and agrees that any STVR permits granted due to the Property's designation as a Qualified and Certified Large Lot shall immediately lapse and be void if at any time the Property ceases to qualify as a Qualified and Certified Large Lot. Operation of an STVR subject to such a permit shall be a violation of the STVR permit and this Covenant if the Property does not meet the Resolution Conditions.

### 3. REMEDIES FOR DEFAULT.

3.1 City's Rights. In the event of failure by Property Owner or any successor to the Property (or any portion thereof) to perform any material term or provision of this Covenant, City shall have those rights and remedies provided in this Covenant and any and all rights and remedies available at law or in equity, including but not limited to immediate and permanent injunctive relief.

3.2 City's Rights in the Event of Unlawful STVR Operation. Without limitation to Section 3.1, in the event that Property Owner operates an STVR on the Property in violation of this Covenant, City's remedies shall include (i) revocation of the Property's eligibility to operate as a Qualified and Certified Large Lot, (ii) revocation or termination of any STVR permit granted on the condition that the Property qualify as a Qualified and Certified Large Lot, and/or (iii) any other remedy available at law or in equity including under LQMC Chapter 3.25.

### 4. GENERAL PROVISIONS.

4.1 Notice of Covenant. By executing this Covenant, Property Owner covenants that it has taken notice of all matters contained herein.

4.2 Amendment and Cancellation. Except as expressly allowed herein, this Covenant shall not be amended or canceled in whole or in part without the prior written consent of City.

4.3 Covenant Runs with the Land. This Covenant shall be construed as a covenant running with the land to the burden of the Property and in favor of City and its successors in interest. This Covenant shall be binding on Property Owner and its successors in interest, and any grant, transfer, or conveyance of interest in the Property shall be and hereby is conditioned on the assumption of this Covenant in its entirety by the successor in interest.

4.4 Recording. Upon complete execution and notarizing of this Covenant, City shall cause the Covenant to be recorded in the Official Records of Riverside County. This Covenant shall have priority over and shall not be made subordinate to any mortgage, deed of trust, or other encumbrance recorded against the Property without the expressed written consent of the City. If this Covenant becomes subordinate to any mortgage, deed of trust, or other

encumbrance recorded against the Property without the written approval of the City, and the Property is sold, transferred, or otherwise conveyed by foreclosure or deed in lieu of foreclosure, the City reserves the right to require the subsequent owner to re-apply to the City pursuant to Section 3.25.057 (or successor provisions) for the review and consideration of the Property as a Qualified and Certified Large Lot.

4.5 Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Covenant must be in writing and shall be sufficiently given if (i) delivered by hand, (ii) delivered by reputable same-day or overnight messenger service that provides a receipt showing date and time of delivery, or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Property Owner at the addresses specified below, or at any other address as that party may later designate by Notice:

To City: City of La Quinta  
City Clerk's Office  
78495 Calle Tampico  
La Quinta, California 92253  
Attn: City Manager

With a copy to: Rutan & Tucker, LLP  
18575 Jamboree Rd, 9<sup>th</sup> Floor  
Irvine, California 92612  
Attn: William H. Ihrke

To Property Owner: Alam Khan  
43910 El Lucero Place  
Temecula, CA 92592

With a copy to: Robert Conrad  
PO Box 841  
Palm Desert, CA 92261

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

4.6 Non-liability of City Officers and Employees. No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall

be personally liable for any loss, costs, damage, claim, liability, or judgment, arising out of or connection to this Covenant, or for any act or omission on the part of City.

4.7 Covenant Against Discrimination. There shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Covenant. Property Owner shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.).

4.8 Attorney's Fees and Costs for Prevailing Party. If there is an action against one party by reason of the default of any term or condition in this Covenant, or otherwise arising out of this Covenant, the unsuccessful party shall pay to the prevailing party its attorney's fees and costs, which shall be payable whether or not such action is prosecuted to judgment, and shall include fees and costs of appeal, if any. The term "prevailing party" shall include, without limitation, a party who obtains substantially the relief sought whether by compromise, settlement or judgment.

4.9 Severability. If any term or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Covenant shall continue in full force and effect.

4.10 Time. Time is of the essence in the performance of this Covenant and of each term and condition hereof as to which time is an element.

4.11 Recitals & Exhibits Incorporated. The Recitals to this Covenant and all of the Exhibits to this Covenant are, by this reference, incorporated into this Covenant and made a part hereof.

4.12 Authority to Execute; Representations and Warranties. The Property Owner warrants and represents that (i) Property Owner is duly authorized to execute and deliver this Covenant, (ii) by executing this Covenant, Property Owner is formally bound to the provisions of this Covenant, (iii) Property Owner's entering into and performance of the obligations set forth in this Covenant do not violate any provision of any other agreement to which Property Owner is bound, and (iv) there is no existing or threatened litigation or legal proceeding of which the Property Owner is aware which could prevent Property Owner from entering into or performing its obligations set forth in this Covenant.

4.13 City Approvals and Actions. The City Manager or authorized designee shall have the authority to implement this Covenant, including the authority to negotiate and sign on behalf of the City implementing agreements and other documents, so long as the substantive provisions of this Covenant are maintained. All other City approvals and actions shall require at least a majority vote of the City Council of the City of La Quinta. Nothing in this paragraph prevents or shall be construed as preventing the City Manager from taking any review,

approval request, or other action relating to this Covenant to the City Council of City for its review and action.

4.14 Governing Law. The internal laws of the State of California shall govern the interpretation and enforcement of this Covenant without regard to conflicts of law principles. Any action at law or in equity brought by City or Property Owner for the purpose of enforcing, construing, or interpreting the validity of this Covenant or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county.

4.15 Counterpart. For convenience, City and Property Owner may execute and acknowledge this Covenant in counterparts which shall constitute one and the same complete Covenant.

[end – signature page follows]

IN WITNESS WHEREOF, City and Property Owner have executed this Covenant as of the date first indicated in the preamble.

CITY

PROPERTY OWNER

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



Alam Khan

\_\_\_\_\_  
City Manager

Date: 2-21-2024

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney





**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

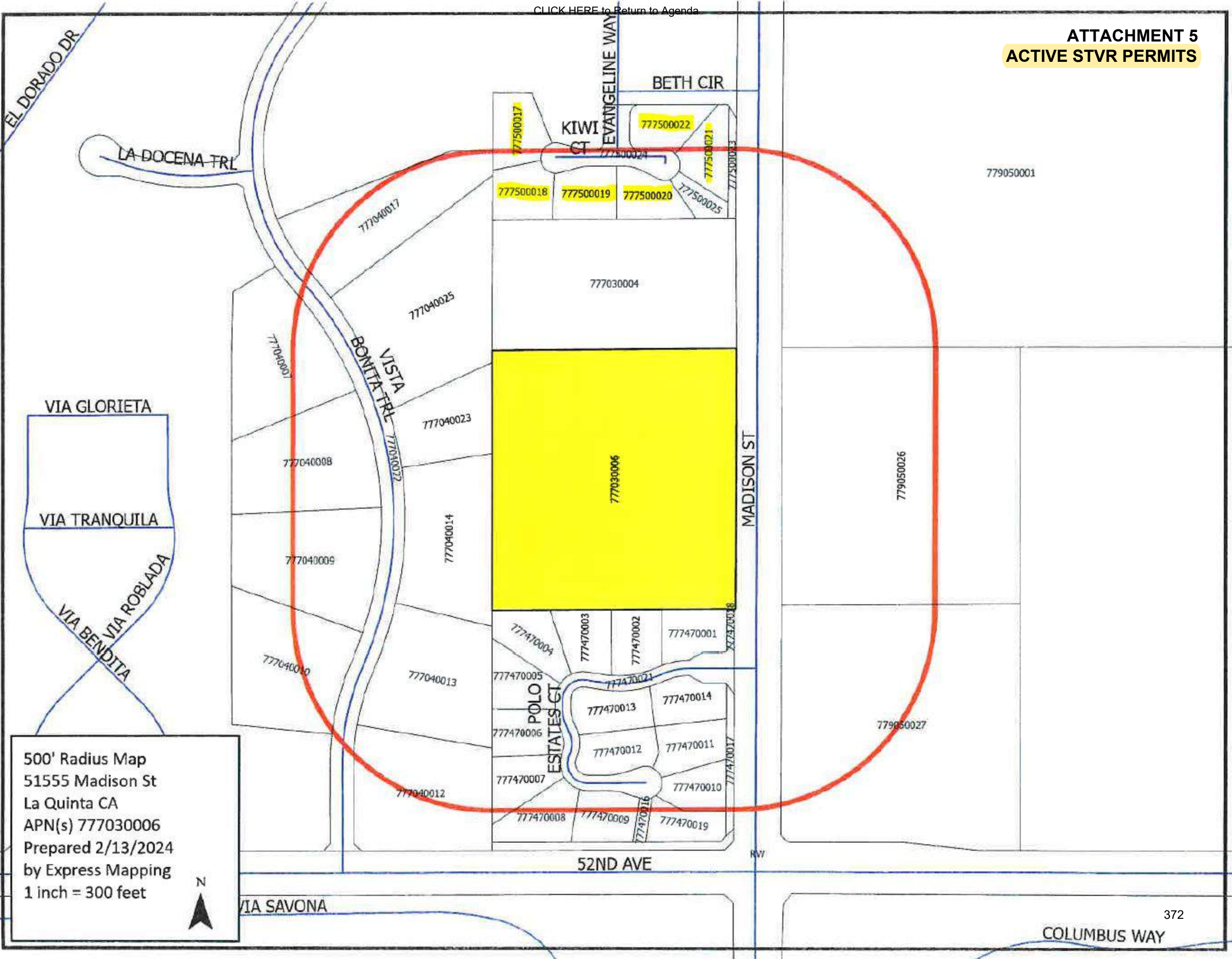
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 3 OF TRACT NO. 6682, IN THE CITY OF LA QUINTA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88, PAGES 42, AND 43 OF MAPS, IN THE IN THE OFFICE OF THE COUNTY OF RIVERSIDE RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 777-030-006

**EXHIBIT "B"**  
**COUNCIL RESOLUTION AND CONDITIONS OF APPROVAL**  
**[Attach signed Resolution and Conditions of Approval, if any.]**

**ATTACHMENT 5  
ACTIVE STVR PERMITS**



VIA GLORIETA  
 VIA TRANQUILA  
 VIA BENDITA  
 VIA ROBLADA

500' Radius Map  
 51555 Madison St  
 La Quinta CA  
 APN(s) 777030006  
 Prepared 2/13/2024  
 by Express Mapping  
 1 inch = 300 feet



# City of La Quinta

CITY COUNCIL MEETING: March 19, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE THE PROPERTY LOCATED AT 51251 AVENIDA OBREGON AS A QUALIFIED AND CERTIFIED LARGE LOT PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE

---

### RECOMMENDATION

Adopt a resolution to approve the property located at 51251 Avenida Obregon as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the La Quinta Municipal Code.

### EXECUTIVE SUMMARY

- Effective May 20, 2021, Section 3.25.055 of the La Quinta Municipal Code (LQMC) established a ban on the issuance of new short-term vacation rental (STVR) permits for properties located within non-exempt areas in the city.
- Effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a “Qualified and Certified Large Lot,” as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in LQMC Section 3.25.055, if certain criteria are met.
- The property located in the Cove, at 51251 Avenida Obregon (Property), depicted in the enclosed vicinity map as Attachment 1, seeks exemption from the ban and has met all required criteria for a Qualified and Certified Large Lot.

### FISCAL IMPACT

If the Property is approved as Qualified and Certified Large Lot, it will be eligible to obtain an STVR permit, which would generate 10% transient occupancy tax for the City on STVR stays in accordance with Chapter 3.24 of the LQMC.

### BACKGROUND/ANALYSIS

The City has the authority to regulate residential uses operating within the city. LQMC Chapter 3.25 regulates the City’s STVR Program, including but not limited to STVR permitted uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines.

Effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas in the city.

Effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a “Qualified and Certified Large Lot,” as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in Section 3.25.055 of the LQMC, if certain criteria are met.

The Property submitted a Qualified and Certified Large Lot application (LLQC 2024-0002) seeking exemption from the ban, and has met all required criteria as follows:

- 1) The Property has a “Lot Area,” as defined, comprised of a single parcel of 0.75 acres, or 32,670 square feet, as shown in the enclosed Riverside County Parcel Report included as Attachment 2, which is greater than the Lot Area requirement of no less than 25,000 square feet pursuant to Section 3.25.057(A)(1) of the LQMC.
- 2) The Property has an existing main dwelling and an accessory dwelling unit (casitas), both consisting of 4,141 square feet combined total living area available for use.
- 3) The total number of approved bedrooms shall be established at the issuance of an STVR permit, and shall be verified at least annually during the STVR permit renewal. The Riverside County Parcel Report lists four (4) bedrooms for this Property, three (3) in the main dwelling and one (1) in the accessory dwelling unit.
- 4) The Property shall be subject to the allowed daytime and overnight occupancy limits established pursuant to Section 3.25.070(B) of the LQMC based on the approved number of bedrooms upon issuance of an STVR permit. For reference, a 4-bedroom property is allowed 8 to 10 overnight occupants, and 8 to 16 daytime occupants.
- 5) The Property is located in the Cove, which is not within a residential project governed by a homeowners’ association (HOA), and there are no applicable HOA conditions, covenants, and restrictions (CC&Rs) or any other applicable governing documents that may restrict the use of the Property as an STVR unit.
- 6) The use of the Property as an STVR unit is not prohibited or otherwise inconsistent with any recorded instruments governing the use of the Property.
- 7) On-site inspection of the Property was conducted on February 28, 2024, (the inspection report is enclosed as Attachment 3) by the City’s Municipal Code Compliance Office to verify:
  - a. The locations of outdoor gathering/living spaces and entertainment areas, including but not limited to any pool(s), spa(s), BBQ areas, courtyard(s), and

recreational activities (such as games – putting green, corn hole, ping-pong table, croquet, basketball hoop, etc.) are as shown in enclosed “Exhibit A – Site and Parking Plan” to the Resolution; and the physical distance and their proximity to neighboring properties is unlikely to cause a disturbance.

- b. There is adequate on-site parking for use of the Property as an STVR unit, in accordance with Section 3.25.050(F) of the LQMC, as shown in enclosed “Exhibit A – Site and Parking Plan” to the Resolution – three (3) parking spaces would be required for this Property based on the allowed number of overnight guests, if an STVR permit were to be issued for the four (4) bedrooms; and the City’s Good Guest and Good Neighbor brochures recommend four (4) parking spaces. The Property has four (4) garage spaces, three (3) driveway spaces, and more than five (5) street parking spaces available, which exceed both, the required and recommended parking.
- 8) The single parcel is not, nor will the single parcel ever be for the duration of the Property’s approval as a Qualified and Certified Large Lot, subject to a subdivision, lot-line adjustment, lot merger, or any other alteration of the single parcel under the Subdivision Map Act in Division 2 (commencing with Section 64410) of Title 7 of the California Government Code or under Title 13 of the LQMC, which would result in the single parcel no longer being in compliance with the original approval by the City under Section 3.25.057 of the LQMC pursuant to the proposed Resolution.
  - 9) Council authorizes the City Manager, or designee(s), to execute a land use covenant (Notice, Agreement, and Covenant Affecting Real Property), enclosed as Attachment 4, in a form approved by the City Attorney and executed by the owner of the Property, memorializing the terms and conditions applicable to the Property, for the duration of the Property’s approval as a Qualified and Certified Large Lot for use as an STVR unit, with said land use covenant to include the proposed Resolution granting Council approval of the Property as Qualified and Certified Large Lot, along with all exhibits, and conditions of approval, if any, imposed by Council at the public hearing. The executed land use covenant shall be recorded against the Property in the Riverside County Recorder’s Office no later than sixty (60) days after the adoption of the proposed Resolution, or such later date as may be mutually agreed upon by the owner of the Property and the City Manager.
  - 10) There are a total of eight (8) active STVR permits within a 500-foot radius from the Property as of this writing; the parcels are highlighted and shown in the site map included as Attachment 5.

The Property was previously permitted as an STVR (from 2016 to 2021), however, due to change of ownership the STVR permit was closed in 2021, in accordance with LQMC section 3.25.060, subsection (F). The Property is currently being rented long-term and is

managed by the applicant, Adi Gross, who used to manage the Property for the previous owner as well. There is no record of any disturbance complaints for this Property with the City.

## **AGENCY AND PUBLIC REVIEW**

### **Public Hearing Notice**

This item was advertised in *The Desert Sun* newspaper on March 8, 2024; and public hearing notices were mailed to all property owners within 500 feet of the Property.

## **ENVIRONMENTAL REVIEW**

The Design and Development Department has determined this project to be exempt from environmental review pursuant to California Environmental Quality Action Section 15061(b)(3) – Common Sense Exemption and Section 15301 – Existing Facilities.

## **ALTERNATIVES**

Council may elect not to adopt the proposed Resolution and not to approve the Property as a Qualified and Certified Large Lot.

Prepared by: Lori Loret, Senior Permit Technician  
Approved by: Monika Radeva, City Clerk

Attachments:

1. Vicinity Map, including 500-foot radius
2. Riverside County Parcel Report
3. Property Inspection Report, dated February 28, 2024
4. Notice, Agreement, and Covenant Affecting Real Property
5. Site map of active STVR permits within 500 ft from the Property



**RESOLUTION NO. 2024 – XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE PROPERTY LOCATED AT 51251 AVENIDA OBREGON, LA QUINTA, CALIFORNIA, IDENTIFIED AS ASSESSOR PARCEL NUMBER 773-052-035, AS A “QUALIFIED AND CERTIFIED LARGE LOT” PURSUANT TO SECTION 3.25.057 OF THE LA QUINTA MUNICIPAL CODE**

**CASE NUMBER:  
LARGE LOT QUALIFIED AND CERTIFIED 2024-0002**

**APPLICANT: ADI GROSS  
OWNER: CHRIS RANDALL / CASAB, LLC**

**WHEREAS**, the City has the authority to regulate residential uses, including STVR uses, operating within the City; and

**WHEREAS**, Chapter 3.25 of the La Quinta Municipal Code (LQMC) regulates short-term vacation rentals (STVRs) in the City, including but not limited to STVR permitted uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines; and

**WHEREAS**, effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas in La Quinta; and

**WHEREAS**, effective January 4, 2024, Section 3.25.057 of the LQMC provides that properties may apply for and be approved as a “Qualified and Certified Large Lot,” as defined, and shall be exempted from the ban on the issuance of new STVR permits in non-exempt areas as set forth in Section 3.25.055 of the LQMC, if certain criteria are met; and

**WHEREAS**, the City Council of the City of La Quinta, California, did, on March 19, 2024, hold a duly noticed Public Hearing to consider a request for approval of the property located in the Cove at 51251 Avenida Obregon, La Quinta, California (the “Property”), as a “Qualified and Certified Large Lot,” as defined, in accordance with LQMC Section 3.25.057; and

**WHEREAS**, the City published a public hearing notice in *The Desert Sun* newspaper on March 8, 2024, as prescribed by the LQMC and State Planning and Zoning Law (Gov. Code Section 65000 *et seq.*); public hearing notices were also mailed to all property owners within 500 feet of the Property; and

**WHEREAS**, upon hearing and considering all testimony and arguments, the City Council approves the Property as a Qualified and Certified Large Lot for the following reasons:

- 1) The Property has a “Lot Area,” as defined, comprised of a single parcel of 0.75 acres, or 32,670 square feet, which is greater than the Lot Area requirement of no less than 25,000 square feet pursuant to Section 3.25.057(A)(1) of the LQMC; and
- 2) The Property has an existing main dwelling and an accessory dwelling unit (casitas), both consisting of 4,141 square feet combined total living area available for use; and
- 3) The total number of approved bedrooms shall be established at the issuance of an STVR permit, and shall be verified at least annually during the STVR permit renewal; Riverside County Assessor records show the property has four (4) bedrooms, three (3) in the main dwelling and one (1) in the accessory dwelling unit; and
- 4) The Property shall be subject to the allowed daytime and overnight occupancy limits established pursuant to Section 3.25.070(B) of the LQMC based on the approved number of bedrooms; and
- 5) The Property is located in the Cove, which is not within a residential project governed by a homeowners’ association (HOA), and there are no applicable HOA conditions, covenants, and restrictions (CC&Rs) or any other applicable governing documents that may restrict the use of the Property as an STVR unit; and
- 6) The use of the Property as an STVR unit is not prohibited or otherwise inconsistent with any recorded instruments governing the use of the Property; and
- 7) On-site inspection of the Property was conducted on February 28, 2024, by the City’s Municipal Code Compliance Office to verify:
  - a. The locations of outdoor gathering/living spaces and entertainment areas, including but not limited to any pool(s), spa(s), BBQ areas, courtyard(s), and recreational activities (such as games – putting green, corn hole, ping-pong table, croquet, basketball hoop, etc.) are as shown in enclosed “Exhibit A – Site and Parking Plan,” incorporated herewith by this reference; and the physical distance and their proximity to neighboring properties is unlikely to cause a disturbance; and
  - b. There is adequate on-site parking for use of the Property as an STVR unit, in accordance with Section 3.25.050(F) of the LQMC, as shown in enclosed “Exhibit A – Site and Parking Plan,” incorporated herein by this reference. The Property has four (4) garage spaces, three (3) driveway spaces, and more than five (5) street parking spaces available; and

- 8) The single parcel is not, nor will the single parcel ever be for the duration of the Property’s approval as a Qualified and Certified Large Lot, subject to a subdivision, lot-line adjustment, lot merger, or any other alteration of the single parcel under the Subdivision Map Act in Division 2 (commencing with Section 64410) of Title 7 of the California Government Code or under Title 13 of the LQMC, which would result in the single parcel no longer being in compliance with the original approval by the City under Section 3.25.057 of the LQMC pursuant to this Resolution; and
- 9) The City Council does hereby authorize the City Manager, or designee(s), to execute a land use covenant (the “Notice, Agreement, and Covenant Affecting Real Property”), in a form approved by the City Attorney and executed by the owner of the Property, memorializing the terms and conditions applicable to the Property, for the duration of the Property’s approval as a Qualified and Certified Large Lot for use as an STVR unit, with said land use covenant to include this Resolution, along with all Exhibits, and Conditions of Approval, if any, imposed by the City Council at the public hearing. The executed land use covenant shall be recorded against the Property in the Riverside County Recorder’s Office no later than sixty (60) days after the adoption of this Resolution, or such later date as may be mutually agreed upon by the owner of the Property and the City Manager.
- 10) There are a total of eight (8) active STVR permits within a 500-foot radius from the Property as of this writing.

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

SECTION 1. The foregoing recitals are true and correct, and constitute the findings of the City Council in this case, and are incorporated herein by this reference.

SECTION 2. The City Council does hereby approve the Property as a Qualified and Certified Large Lot pursuant to Section 3.25.057 of the LQMC.

SECTION 3. This Resolution shall go into effect upon adoption and 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 19th day of March, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

Resolution No. 2024 – XXX  
Qualified and Certified Large Lot – 51251 Avenida Obregon  
Adopted: March 19, 2024  
Page 4 of 4

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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MONIKA RADEVA, City Clerk  
City of La Quinta, California



**APPROVED AS TO FORM:**

---

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



Putting Green

Pool & Spa

BBQ Area

Main House

Casita

3 Car Driveway

4 Car Garage

Site Plan  
& Parking Plan <sup>381</sup>

[CLICK HERE to Return to Agenda](#)

La Quinta  
Resort & Club

Calle Yucatan

Avenida Diaz

Avenida Montezuma

Avenida Montezuma

Calle Sinaloa

Avenida Juarez

Avenida Diaz

Avenida Rubio

Avenida Alvarado

Avenida Obregon

Avenida Carranza

Avenida Ramirez

Avenida Vallejo

Avenida Herrera

Avenida Velasco

Calle Hidalgo

Eisenhower Dr

Avenida Cortez

Avenida Madero

Calle Durango

Calle Sinaloa

er Dr

artinez

0 250 500 Feet



City Boundary

Parcel

500 ft Buffer from Parcel

## Large Lot Inventory

### Parcel Information

Address: 51251 Avenida Obregon (Yucatan Peninsula - Cove)

APN: 773-052-035

Size: Approx. 32,179 square feet





# Riverside County Parcel Report

Summary Report  
773052035, 773052035

## DISCLAIMER

Maps, permit information 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.

## ASSESSOR DATA

<b>APN</b>	<b>773-052-035-2</b>	Owner Name(s)	NOT AVAILABLE ONLINE
Previous APN	773051014,773051027	Mailing Address	1100 BELLEVUE WAY NE # 8A #523, BELLEVUE WA 98004
Address	51251 AVENIDA OBREGON, LA QUINTA CA 92253		
Lot Size	0.75		

### Legal Description

Recorded Book/Page: [MB 18/62](#) Lot/Parcel: 13 Tract Number:  
Subdivision: SANTA CARMELITA VALE LA QUINTA UNIT 4 Block: 45

### Property Characteristics

Year Constructed: 1998	Property Area (sq ft): 1656 sq ft.	Pool: YES
Stories:	Construction Type: Wood or Light Steel (D)	Central Cool: NO
Baths:	Roof Type:	Central Heat: NO
Bedrooms:	Garage Type: Detached Garage - Single Family	

<b>APN</b>	<b>773-052-035-2</b>	Owner Name(s)	NOT AVAILABLE ONLINE
Previous APN	773051014,773051027	Mailing Address	1100 BELLEVUE WAY NE # 8A #523, BELLEVUE WA 98004
Address	51251 AVENIDA OBREGON, LA QUINTA CA 92253		
Lot Size	0.75		

### Legal Description

Recorded Book/Page: [MB 18/62](#) Lot/Parcel: 13 Tract Number:  
Subdivision: SANTA CARMELITA VALE LA QUINTA UNIT 4 Block: 45

### Property Characteristics

Year Constructed: 1998	Property Area (sq ft): 4141 sq ft.	Pool: YES
Stories: 1	Construction Type: Wood or Light Steel (D)	Central Cool: YES
Baths: 4	Roof Type: Tile/Slate	Central Heat: YES
Bedrooms: 4	Garage Type:	

## PARCEL DATA

City Boundary	LA QUINTA
Supervisory District	V MANUEL PEREZ, DISTRICT 4
General Plan Policy Areas	NOT IN A GENERAL PLAN POLICY AREA
General Plan Policy Overlays	NOT IN A GENERAL PLAN POLICY OVERLAY
Land Use Designations	CITY
Specific Plans	NOT IN A SPECIFIC PLAN
<a href="#">Zoning Classifications (ORD. 348)</a>	Contact the Planning Dept at



<https://planning.rctlma.org/Contact-Us> for more information  
 CHECK WITH THE CITY FOR MORE INFORMATION

**DEPARTMENT OF ENVIRONMENTAL HEALTH PERMITS**

**Septic Systems**

Record Id	Application Date	Plan Check Approved Date	Final Inspection Date	Approved Date
N/A	N/A	N/A	N/A	N/A

**Well Water**

Record Id	PE	Permit Paid Date	Permit Approved Date	Well Finaled Date
N/A	N/A	N/A	N/A	N/A

**PLUS PERMITS & CASES**

**Administration Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Building and Safety Cases**

Case	Case Description	Status
BZ206270	CHANGE OF ELECTRICAL SERVICE TO 200 AMP	FINAL

**Code Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Fire Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Planning Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Survey Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Transportation Cases**

Case	Case Description	Status
N/A	N/A	N/A

**Short-Term Vacation Rental (STVR) Checklist –  
Large Lot Qualified & Certified (LLQC)**

Inspection Date: 2/28/24 Inspection Time: 10:00 AM

Owner/Authorized Agent Name: Adi Gross (Property Manager)

Property Address: 51251 Avenida Obregon

No. of Bedrooms: 4 No. of Dwellings at Property: 2

No. of Parking Spaces Required: 3 (recommended 4)

**General Property Information:**

Verify parking plan is accurate and property can accommodate all guest parking requirements (see attached parking plan)

Parking spaces available:

Garage: 4

Driveway: 3

Street: More than 5

Other: (please specify location) \_\_\_\_\_

Verify history of disturbance complaints NO complaints received

Verify site plan includes all outdoor areas utilized by guests (see attached site plan)

Verify all outdoor gathering areas (including pool/spa), entertainment areas, and any recreational activities (such as games – corn hole, ping-pong table, croquet, basketball hoop, etc.) are located in a manner and proximity that is unlikely to disturb the surrounding properties and neighbors.

Basketball in dw facing SB. Other side of wall is neighbors

dw/garage, Don't see an issue.

**Bedrooms & Safety:**

Bedroom egress – a minimum of 1 opening with the following requirements:

- 44" maximum sill height
- Minimum net clear opening: 5.7 square feet
- Minimum opening height: 24"
- Minimum opening width: 20"



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO

City of La Quinta  
78495 Calle Tampico  
La Quinta, CA 92253  
Attn: City Clerk

Space Above This Line for Recorder's Use  
(Exempt from Recording Fee per Gov. Code  
§6103 and §27383)

**NOTICE, AGREEMENT, AND COVENANT AFFECTING REAL PROPERTY  
(City of La Quinta – Qualified and Certified Large Lot)**

This AGREEMENT, NOTICE, AND COVENANT AFFECTING REAL PROPERTY (this "Covenant") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF LA QUINTA, a California municipal corporation and charter city ("City"), and Chris Randall ("Property Owner"), with reference to the following:

**RECITALS**

A. Chapter 3.25 of the La Quinta Municipal Code (LQMC) regulates short-term vacation rentals (STVRs) in the City, including but is not limited to permitted and prohibited uses, STVR processing and permitting procedures, and other related STVR requirements, violations, and fines.

B. Effective May 20, 2021, Section 3.25.055 of the LQMC established a ban on the issuance of new STVR permits for properties located within non-exempt areas of City.

C. Effective January 4, 2024, Section 3.25.057 of the LQMC provides that a "Qualified and Certified Large Lot," as defined, may be exempted from the ban on the issuance of new STVR permits if certain criteria are met.

D. Property Owner owns fee title to that certain real property located in the City of La Quinta, California and more specifically described on Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

E. Property Owner submitted an application for the City to review, consider, and approve the Property as a Qualified and Certified Large Lot.

F. On \_\_\_\_\_, 2024, the City Council of the City of La Quinta adopted Resolution Number 2024-XXX (the "Resolution") approving the Property as a Qualified and Certified Large Lot, subject in part to a requirement that the Property Owner execute this Covenant, which shall be recorded in the Official Records of Riverside County. The Resolution, including any Conditions of Approval associated therewith is attached hereto as Exhibit "B" and incorporated herein by this reference.

G. City and Property Owner now desire to execute this Covenant as a condition of City's approval in the Resolution that the Property is a Qualified and Certified Large Lot.

### **AGREEMENT, NOTICE, AND COVENANT**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the City and Property Owner hereby agree as follows:

1. EFFECTIVE DATE. This Covenant shall be effective and of full force and effect upon complete execution by City and Property Owner, which shall be inserted in the preamble, and shall be perfected as binding against any and all owners of the Property upon recording in the Official Records of Riverside County.
2. QUALIFIED AND CERTIFIED LARGE LOT.

2.1 Approval Conditional. City's approval in the Resolution that the Property is a Qualified and Certified Large Lot is contingent on the Property's compliance with this Covenant, LQMC Section 3.25.057 or successor provisions as the same may be amended, and the Resolution, including the Conditions of Approval, if any, set forth in the Resolution (collectively the "Resolution Conditions"). Property Owner acknowledges that the Property only qualifies as a Qualified and Certified Large Lot when it meets the Resolution Conditions, and covenants to keep the Property in compliance with such Resolution Conditions at all times when the Property is operating as a Qualified and Certified Large Lot. If, at any point, the Property is out of compliance with the Resolution Conditions, it shall immediately cease to qualify as a Qualified and Certified Large Lot without any further action of City.

2.2 Single Lot. Property Owner acknowledges, covenants, and agrees that the Property is a single parcel and shall remain a single parcel at all times when the Property is used as a Qualified and Certified Large Lot. In no event shall the Property be subdivided, merged, subject to a lot-line adjustment, or otherwise altered in a manner that would result in the Property no longer being a single lot which complies with the Resolution Conditions. Any subdivision, merger, lot-line adjustment, or other alteration in violation of this Section 2.2 shall be a violation of

this Covenant and shall result in immediate disqualification of the Property as a Qualified and Certified Large Lot.

2.3 STVR Permits Contingent. Property Owner acknowledges and agrees that any STVR permits granted due to the Property's designation as a Qualified and Certified Large Lot shall immediately lapse and be void if at any time the Property ceases to qualify as a Qualified and Certified Large Lot. Operation of an STVR subject to such a permit shall be a violation of the STVR permit and this Covenant if the Property does not meet the Resolution Conditions.

### 3. REMEDIES FOR DEFAULT.

3.1 City's Rights. In the event of failure by Property Owner or any successor to the Property (or any portion thereof) to perform any material term or provision of this Covenant, City shall have those rights and remedies provided in this Covenant and any and all rights and remedies available at law or in equity, including but not limited to immediate and permanent injunctive relief.

3.2 City's Rights in the Event of Unlawful STVR Operation. Without limitation to Section 3.1, in the event that Property Owner operates an STVR on the Property in violation of this Covenant, City's remedies shall include (i) revocation of the Property's eligibility to operate as a Qualified and Certified Large Lot, (ii) revocation or termination of any STVR permit granted on the condition that the Property qualify as a Qualified and Certified Large Lot, and/or (iii) any other remedy available at law or in equity including under LQMC Chapter 3.25.

### 4. GENERAL PROVISIONS.

4.1 Notice of Covenant. By executing this Covenant, Property Owner covenants that it has taken notice of all matters contained herein.

4.2 Amendment and Cancellation. Except as expressly allowed herein, this Covenant shall not be amended or canceled in whole or in part without the prior written consent of City.

4.3 Covenant Runs with the Land. This Covenant shall be construed as a covenant running with the land to the burden of the Property and in favor of City and its successors in interest. This Covenant shall be binding on Property Owner and its successors in interest, and any grant, transfer, or conveyance of interest in the Property shall be and hereby is conditioned on the assumption of this Covenant in its entirety by the successor in interest.

4.4 Recording. Upon complete execution and notarizing of this Covenant, City shall cause the Covenant to be recorded in the Official Records of Riverside County. This Covenant shall have priority over and shall not be made subordinate to any mortgage, deed of trust, or other encumbrance recorded against the Property without the expressed written consent of the City. If this Covenant becomes subordinate to any mortgage, deed of trust, or other

encumbrance recorded against the Property without the written approval of the City, and the Property is sold, transferred, or otherwise conveyed by foreclosure or deed in lieu of foreclosure, the City reserves the right to require the subsequent owner to re-apply to the City pursuant to Section 3.25.057 (or successor provisions) for the review and consideration of the Property as a Qualified and Certified Large Lot.

4.5 Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Covenant must be in writing and shall be sufficiently given if (i) delivered by hand, (ii) delivered by reputable same-day or overnight messenger service that provides a receipt showing date and time of delivery, or (iii) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of City and Property Owner at the addresses specified below, or at any other address as that party may later designate by Notice:

To City:	City of La Quinta City Clerk's Office 78495 Calle Tampico La Quinta, California 92253 Attn: City Manager
With a copy to:	Rutan & Tucker, LLP 18575 Jamboree Rd, 9 <sup>th</sup> Floor Irvine, California 92612 Attn: William H. Ihrke
To Property Owner:	Chris Randall 1100 Bellevue Way NE 8 A # 523 Bellevue, WA 98004
With a copy to:	Adi Gross 42965 Massachusetts Court Palm Desert, CA 92211

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

4.6 Non-liability of City Officers and Employees. No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall

be personally liable for any loss, costs, damage, claim, liability, or judgment, arising out of or connection to this Covenant, or for any act or omission on the part of City.

4.7 Covenant Against Discrimination. There shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Covenant. Property Owner shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.).

4.8 Attorney's Fees and Costs for Prevailing Party. If there is an action against one party by reason of the default of any term or condition in this Covenant, or otherwise arising out of this Covenant, the unsuccessful party shall pay to the prevailing party its attorney's fees and costs, which shall be payable whether or not such action is prosecuted to judgment, and shall include fees and costs of appeal, if any. The term "prevailing party" shall include, without limitation, a party who obtains substantially the relief sought whether by compromise, settlement or judgment.

4.9 Severability. If any term or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Covenant shall continue in full force and effect.

4.10 Time. Time is of the essence in the performance of this Covenant and of each term and condition hereof as to which time is an element.

4.11 Recitals & Exhibits Incorporated. The Recitals to this Covenant and all of the Exhibits to this Covenant are, by this reference, incorporated into this Covenant and made a part hereof.

4.12 Authority to Execute; Representations and Warranties. The Property Owner warrants and represents that (i) Property Owner is duly authorized to execute and deliver this Covenant, (ii) by executing this Covenant, Property Owner is formally bound to the provisions of this Covenant, (iii) Property Owner's entering into and performance of the obligations set forth in this Covenant do not violate any provision of any other agreement to which Property Owner is bound, and (iv) there is no existing or threatened litigation or legal proceeding of which the Property Owner is aware which could prevent Property Owner from entering into or performing its obligations set forth in this Covenant.

4.13 City Approvals and Actions. The City Manager or authorized designee shall have the authority to implement this Covenant, including the authority to negotiate and sign on behalf of the City implementing agreements and other documents, so long as the substantive provisions of this Covenant are maintained. All other City approvals and actions shall require at least a majority vote of the City Council of the City of La Quinta. Nothing in this paragraph prevents or shall be construed as preventing the City Manager from taking any review,



approval request, or other action relating to this Covenant to the City Council of City for its review and action.

4.14 Governing Law. The internal laws of the State of California shall govern the interpretation and enforcement of this Covenant without regard to conflicts of law principles. Any action at law or in equity brought by City or Property Owner for the purpose of enforcing, construing, or interpreting the validity of this Covenant or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Riverside, or such other appropriate court in said county.

4.15 Counterpart. For convenience, City and Property Owner may execute and acknowledge this Covenant in counterparts which shall constitute one and the same complete Covenant.

[end – signature page follows]

IN WITNESS WHEREOF, City and Property Owner have executed this Covenant as of the date first indicated in the preamble.

CITY

PROPERTY OWNER

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

Chris Randall  
Chris Randall

\_\_\_\_\_  
City Manager

Date: 2-14-24

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENT**


**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.**

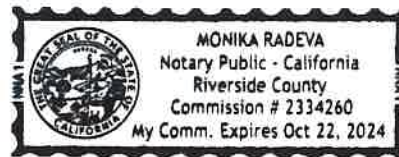
State of California     )  
  )  
County of Riverside    )

On February 14, 2024 before me, MONIKA RADEVA, Notary Public, personally appeared CHIS RANDALL 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: 



(notary seal)

**DOCUMENT:**

Notice, Agreement, and Covenant Affecting Real Property (City of La Quinta – Qualified and Certified Large Lot) – 51251 Avenida Obregon.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LA QUINTA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

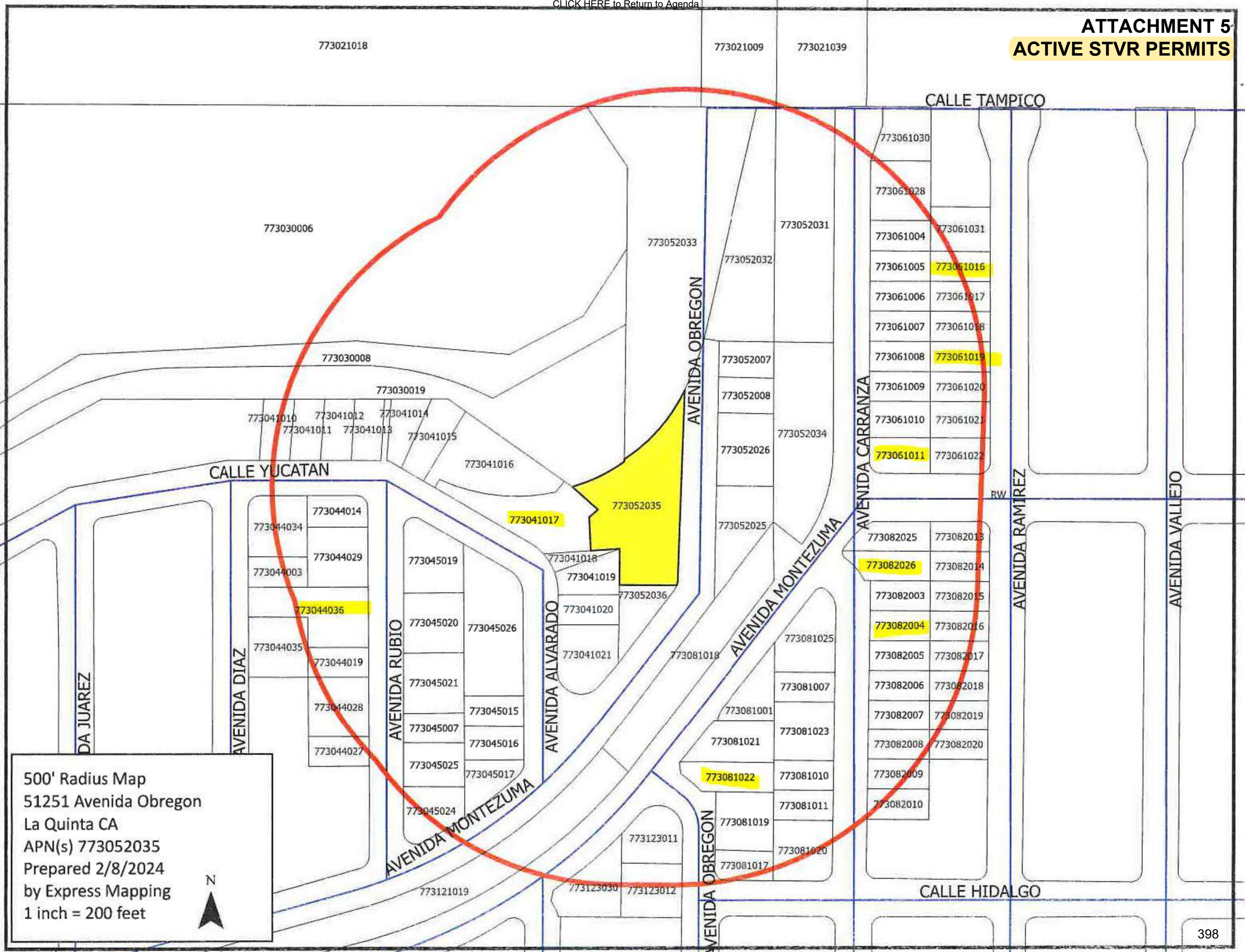
BEGINNING AT THE SOUTHEAST CORNER OF LOT 19 OF BLOCK 45 OF SANTA CARMELITA AT VALE LA QUINTA UNIT 4 RECORDED IN MAP BOOK 18 AS PAGE 62, RECORDS OF RIVERSIDE COUNTY; THENCE SOUTH 0° 45' 02" WEST ALONG THE WESTERLY BOUNDARY LINE OF LOTS 12 AND 13 OF SAID BLOCK 45, TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89° 59' 35" EAST ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 13 TO THE SOUTHEAST CORNER OF SAID LOT 13. A DISTANCE OF 99.44 FEET TO A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40 FEET. A CENTRAL ANGLE OF 9-16-55, AND A DISTANCE OF 6.4 FEET; THENCE NORTH 0° 45' 02" EAST ALONG THE EASTERN BOUNDARIES OF LOTS 13, 12, 11, 10, 9, 8 AND A PORTION OF LOT 7, A DISTANCE OF 293.95 FEET TO THE POINT OF INTERSECTION OF LOT 7 WITH THE SOUTHERN BOUNDARY OF THE COACHELLA VALLEY WATER DISTRICT CVWD CHANNEL; THENCE IN A SOUTHWEST DIRECTION ALONG THE CURVED SOUTH BOUNDARY CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 310 FEET, AND CENTRAL ANGLE OF 24° 38' 47", OF THE CVWD CHANNEL A DISTANCE OF 133.34 FEET TO A POINT OF INTERSECTION WITH LOT 10 OF BLOCK 45; THENCE SOUTH 89° 59' 35" WEST, ALONG THE NORTH BOUNDARY OF LOT 10, A DISTANCE OF 14.07 FEET TO THE NORTHWEST CORNER OF LOT 10; THENCE SOUTH 0° 45' 02" WEST ALONG THE WEST BOUNDARY OF LOT 10, A DISTANCE OF 10.74 FEET; THENCE IN A SOUTHWEST DIRECTION ALONG THE CURVED SOUTH BOUNDARY CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 310 FEET AND A CENTRAL ANGLE OF 16° 48' 33" OF THE CVWD CHANNEL A DISTANCE OF 90.95 FEET TO A POINT OF INTERSECTION WITH LOT 20 OF BLOCK 45; THENCE SOUTH 54° 53' 36" EAST ALONG THE NORTHEAST BOUNDARY OF LOT 20 OF SAID BLOCK 45 TO THE MOST EASTERLY POINT OF LOT 20 OF SAID BLOCK 45; THENCE SOUTH 50° 49' 39" WEST A DISTANCE OF 18.45 FEET TO A POINT ALONG THE SOUTH BOUNDARY OF LOT 20 OF SAID BLOCK-45; THENCE SOUTH 36' 11" EAST A DISTANCE OF 56.27 FEET TO A POINT ON A LINE BETWEEN THE SOUTHEAST CORNER OF SAID LOT 19 AND THE MOST SOUTHERLY CORNER OF SAID LOT 20 WHICH BEARS SOUTH 50° 49' 39" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 84° 49' 39" EAST ALONG SAID LINE, A DISTANCE OF 4820 FEET TO THE POINT OF BEGINNING.

THIS DEED REFLECTS LOT LINE ADJUSTMENT 92-162 AS APPROVED BY THE CITY OF LA QUINTA (REVISED).

APN: 773-052-035

**EXHIBIT "B"**  
**COUNCIL RESOLUTION AND CONDITIONS OF APPROVAL**  
**[Attach signed Resolution and Conditions of Approval, if any.]**

# ATTACHMENT 5 ACTIVE STVR PERMITS



500' Radius Map  
 51251 Avenida Obregon  
 La Quinta CA  
 APN(s) 773052035  
 Prepared 2/8/2024  
 by Express Mapping  
 1 inch = 200 feet

