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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, MAY 7, 2024
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

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

CALL TO ORDER

ROLL CALL: Councilmembers: Fitzpatrick, McGarrey, Peña, Sanchez, and 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

1. PROCLAMATION IN RECOGNITION OF THE 55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 5 – 11, 2024

CONSENT CALENDAR

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

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BUSINESS SESSION

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3. APPROVE COOPERATIVE AGREEMENT WITH COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES AND APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITIES OF INDIO, LA QUINTA, COACHELLA, AND COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY 145

STUDY SESSION – None

PUBLIC HEARINGS – None

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MAYOR’S AND COUNCIL MEMBERS’ ITEMS

REPORTS AND INFORMATIONAL ITEMS

1. CVAG CONSERVATION COMMISSION (Evans)
2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. 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. RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Fitzpatrick)
14. CVAG TRANSPORTATION COMMITTEE (Fitzpatrick)

- 15. IMPERIAL IRRIGATION DISTRICT – ENERGY CONSUMERS ADVISORY COMMITTEE (McGarrey)
- 16. COACHELLA VALLEY MOUNTAINS CONSERVANCY (McGarrey)
- 17. LEAGUE OF CALIFORNIA CITIES – ENVIRONMENTAL QUALITY POLICY COMMITTEE (McGarrey)
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- 19. CANNABIS AD HOC COMMITTEE (Peña & Sanchez)
- 20. CVAG PUBLIC SAFETY COMMITTEE (Peña)
- 21. CVAG HOMELESSNESS COMMITTEE (Peña)
- 22. COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT (Peña)
- 23. SUNLINE TRANSIT AGENCY (Peña)
- 24. ANIMAL CAMPUS COMMISSION (Sanchez)
- 25. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (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)
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- 31. PALM SPRINGS AIRPORT COMMISSION MEETING MINUTES OF APRIL 17, 2024 197

ADJOURNMENT

The next regular meeting of the City Council will be held on May 21, 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 May 3, 2024.

DATED: May 3, 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, in accordance with the Brown Act [Government Code § 54957.5; AB 2647 (Stats. 2022, Ch. 971)].
- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at (760) 777-7123, 24-hours in advance of the meeting and accommodations will be made.
- If background material is to be presented to the City Council during a City Council meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this takes place prior to the beginning of the meeting.

PUBLIC COMMENTS - INSTRUCTIONS

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

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

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

VERBAL PUBLIC COMMENTS can be provided in-person during the meeting by completing a “Request to Speak” form and submitting it to the City Clerk; it is requested that this takes place prior to the beginning of the meeting. Please limit your comments to three (3) minutes (or approximately 350 words). Members of the public shall be called upon to speak by the Mayor.

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

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

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

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

TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS

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

***** TELECONFERENCE PROCEDURES – PURSUANT TO AB 2449*****

APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT

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

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

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

Written public comments – can be provided in person during the meeting or emailed to the City Clerk’s Office at CityClerkMail@LaQuintaCA.gov any time prior to the adjournment of the meeting, and will be distributed to the City Council, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Mayor, a brief summary of any public comment is asked to be read, to the extent the City Clerk’s Office can accommodate such request.

[CLICK HERE to Return to Agenda](#)



**CITY COUNCIL
MINUTES
TUESDAY, APRIL 16, 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

Councilmembers McGarrey and Fitzpatrick said they would like to comment on Consent Calendar Items No. 13 and No. 5, respectively.

Mayor Evans requested to move up Departmental Report Item No. 1 related to Talus Project Status after Announcements, Presentations, and Written Communications section of the Agenda.

Council concurred.

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)**

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

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:04 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

Mayor Evans said Council will reconvene Closed Session after the Open Session portion of the meeting to continue consideration of Closed Session Item No. 1.

PLEDGE OF ALLEGIANCE

Councilmember McGarrey led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Mike Redding, La Quinta – said he lives off Villa Sevilla; requested changes to traffic control and timing of traffic lights on Washington Street and Villa Sevilla during tennis events held at the Indian Wells Tennis Gardens; and noted he disagrees with the “no parking” signs on public streets during tennis events, as residents and their guests can’t park on the street.

PUBLIC SPEAKER: David Dinnel, La Quinta – said he lives on Villa Sevilla; spoke about problems with no-parking signs in his neighborhood during tennis events held at the Indian Wells Tennis Gardens, where he and guests of his residence placed notes with resident contact information on their vehicle dashboards but in some cases still received tickets or a ticket was attempted; and said he will attend future council meetings to speak on short-term vacation rentals.

PUBLIC SPEAKER: Jeff Fishbein, Chair of the La Quinta Chamber of Commerce, Coldwell Banker Realtor and La Quinta resident – provided an update on Chamber events and activities, including a ribbon cutting for WDC Kitchen & Bath; participation in a business walk to promote the City Picnic and the Shop Local campaign; the Greater Coachella Valley Chamber of Commerce received a grant for \$125,000 for the Employer Connect Program, which helps facilitate connections between local businesses seeking to hire new employees and individuals looking for employment; and the upcoming open house events for the 2024 St. Jude Dream Home Giveaway.

PUBLIC SPEAKER: Philip Bettencourt, La Quinta – complimented the City’s representatives on the Imperial Irrigation District Energy Consumer Advisory Committee, Councilmember McGarrey and Public Works Director McKinney, for their participation and diligence; and said there is no more challenging public facilities matters than electrical energy right now.

PUBLIC SPEAKER: Denise Mazuklewicz, La Quinta – informed Council that homeless people are living in a car at the La Quinta Library parking lot during the day, and in Old Town lots at night; noted law enforcement informed her the car is not registered; and she feels uncomfortable walking in the area.

Mayor Evans said the City can work with the Riverside County Sheriff’s Department to confirm information on resources available such as shelters and permanent housing options is being provided to potentially homeless individuals.

City Attorney Ihrke provided information on State laws that govern individuals living in their vehicles.

PUBLIC SPEAKER: Josh Heinz, Community Engagement Manager with Visit Greater Palms Springs (VGPS) – thanked the City for the support for student scholarships and education through the Tourism Foundation; spoke of VGPS efforts to make the Coachella Valley a certified autism destination; requested that the City create a grant program for

small local businesses and non-profits to provide training to their employees; and suggested the City become the second city in the nation to be a certified autism city.

City Clerk Radeva said WRITTEN PUBLIC COMMENTS were received from Gus Garcia with The Center for Contract Compliance, regarding concerns about Request for Qualifications (RFQs) for public contracts related to the SilverRock Landscape Maintenance Services RFQ 2023-31, Park Landscape Maintenance Services RFQ 2023-30, Landscape and Lighting Assessment District 89-1 Lighting Maintenance Services RFQ 2023-29, and Landscape and Lighting Assessment District 89-1 Landscape Maintenance Services RFQ 2023-28, which were distributed to Council, made public, published on the City's website, and included in the public record of this meeting.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. PRESENTATION ON LA QUINTA LIBRARY AND MUSEUM PROGRAMS, EXHIBITS, AND ACTIVITIES BY LA QUINTA LIBRARY BRANCH MANAGER SARA DELACRUZ, LA QUINTA MUSEUM DIRECTOR SHARLA FOX, AND MAKERSPACE SUPERVISOR MICHELE MCNEILLY

Management Analyst Calderon introduced the presenters.

La Quinta Library Branch Manager Delacruz provided statistics on patronage, circulation, programs, and attendees; updates on special events, field trips, birthday celebrations, *storytimes*, etc. held at the library; details on Hydro Harvest LQ, and the upcoming *Dia De Los Niños Cultural Fair* to be held at La Quinta Civic Center Park on Saturday, April 20, 2024, from 10 a.m. to 2 p.m.

Makerspace Supervisor McNeilly provided statistics on classes, memberships, and programs; an overview of Cricut Maker classes, Sublimation printing, digital embroidery, crafts camps, programs; and memberships offered at the Makerspace station, located at the La Quinta Library.

La Quinta Museum Director Fox provided an overview of permanent, roving, temporary, and traveling exhibits, programs, events, lectures, and group activities available at the museum; acknowledged the Historical Society contributions; and listed upcoming exhibits.

DEPARTMENTAL REPORTS >>> *taken out of Agenda Order as announced during Confirmation of Agenda above.*

1. CITY MANAGER – TALUS PROJECT STATUS UPDATE

City Manager McMillen provided a status update on the Talus Project, formerly SilverRock, including dust control efforts; the project's \$600 million recapitalization; bridge loans; ongoing discussions with the developer's lenders and legal team; the new non-rated bond structure to raise \$360 million; Purchase, Sale, and Development Agreement Amendment

No. 5 outside closing date being June 30, 2024; and redeployment and mobilization estimate of three months once funding is in place.

Council discussed construction timeline once funding is secured; and noted both Montage and Pendry Hotels are fully committed to the project.

PUBLIC SPEAKER: Ron Holmes, La Quinta – inquired about the ownership of the land at Talus / SilverRock; asked if the City has foreclosed on the developer; questioned the developers ability to secure the needed financing; and asked if the City has a plan B.

CONSENT CALENDAR

1. **APPROVE COUNCIL MEETING MINUTES OF APRIL 2, 2024**
2. **EXCUSE ABSENCES OF COMMISSIONER CALDWELL FROM THE MARCH 26, 2024, PLANNING COMMISSION MEETING AND COMMISSIONER WAY FROM THE MAY 8, 2024, FINANCIAL ADVISORY COMMISSION MEETING**
3. **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH DECKARD TECHNOLOGIES, INC. TO PROVIDE SHORT-TERM VACATION RENTAL PROGRAM COMPLIANCE MONITORING AND INTERACTIVE PUBLIC PORTAL MAP SERVICES**
4. **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH LANCE, SOLL & LUNGHARD, LLP FOR PROFESSIONAL AUDITING SERVICES**
5. **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH CLEARGOV, INC. FOR BUDGETING AND FINANCIAL TRANSPARENCY SOFTWARE**
6. **ALLOCATE ADDITIONAL FUNDS, APPROVE CHANGE ORDER NO. 3 WITH GRANITE CONSTRUCTION COMPANY, AND ACCEPT FRED WARING DRIVE PAVEMENT REHABILITATION PROJECT NO. 2022-03 LOCATED FROM WASHINGTON STREET TO ADAMS STREET**
7. **APPROVE SUBSCRIPTION AGREEMENT WITH DELL MICROSOFT LICENSING TO PURCHASE MICROSOFT 365 LICENSES**
8. **ADOPT RESOLUTION APPROVING AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH VISIT GREATER PALM SPRINGS [RESOLUTION NO. 2024-014]**
9. **ADOPT RESOLUTION TO APPROVE THE CITY'S PROJECT LIST FOR FISCAL YEAR 2024/25 FOR SENATE BILL 1 - ROAD REPAIR AND ACCOUNTABILITY ACT 2017 FUNDING [RESOLUTION NO. 2024-015]**

10. **APPROVE FISCAL YEAR 2024/25 THROUGH 2028/29 MEASURE A HALF-CENT SALES TAX FIVE-YEAR CAPITAL IMPROVEMENT PLAN**
11. **ACCEPT ON-SITE IMPROVEMENTS ASSOCIATED WITH THE SIGNATURE RESIDENTIAL DEVELOPMENT (TRACT MAP NO. 36537-1 and 36537-2) LOCATED WITHIN PGA WEST DEVELOPMENT ON PGA BOULEVARD**
12. **ACCEPT COVE TRAILS PARKING LOT IMPROVEMENTS PROJECT NO. 2022-30, LOCATED ON CALLE TECATE BETWEEN AVENIDA MADERO AND AVENIDA JUAREZ**
13. **APPROVE PLANS, SPECIFICATIONS, ENGINEER'S ESTIMATE, AND ADVERTISE FOR BID THE DUNE PALMS ROAD PAVEMENT REHABILITATION PROJECT NO. 2021-01, LOCATED ON DUNE PALMS ROAD FROM MILES AVENUE TO FRED WARING DRIVE**
14. **APPROVE PURCHASE OF CATERPILLAR BACKHOE AND CATERPILLAR TRACKED SKID STEER FROM QUINN CAT THROUGH SOURCEWELL COOPERATIVE PURCHASING; AND DECLARE CURRENT EQUIPMENT AS SURPLUS AND APPROVE DISPOSAL METHOD**
15. **APPROVE DEMAND REGISTERS DATED MARCH 29, AND APRIL 5, 2024**

CONSENT CALENDAR COMMENTS

- Item No. 13 – Councilmember McGarrey requested a summary of the anticipated timeline for bidding and construction on Dune Palms Road. City Engineer McKinney provided the timeline.
- Item No. 5 – Councilmember Fitzpatrick noted that the purpose of this purchase is added transparency for residents. Mayor Evans thanked the Financial Advisory Commission members for their time and contribution to this effort.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve the Consent Calendar as presented, with Item Nos. 8 and 9 adopting Resolution Nos. 2024-014 and 2024-015, respectively. Motion passed unanimously.

BUSINESS SESSION

1. **APPROVE PRELIMINARY DESIGN PLANS AND AUTHORIZE STAFF TO MOVE FORWARD TO FINAL DESIGN STAGE FOR THE LA QUINTA CULTURAL CAMPUS PROJECT NO. 2019-01**

Public Works Director/City Engineer McKinney, Construction Manager Ayon, and Management Analyst Calderon presented the staff report, which is on file in the Clerk's Office.

CONSULTANT PRESENTATION: Matt Austin, Design Principal and Associate Vice President, and Cheryl Chiu, Design Coordinator, with Hammel, Green and Abrahamson (HGA) – provided a detailed presentation of the proposed final design stage for the Cultural Campus project.

Council discussed grant opportunities focusing on culture and historic preservation; the archive building; loading dock locations and functionality; drainage; restroom access, locations, and accessibility; plans for kitchen facilities and snack bar; potential use of the lumberyard building; size of potential water fountain in oasis (courtyard) area; climate control archive to protect artwork and artifacts; possibly adding firepits and/or heaters to the design for comfort; the incorporation of tribal design; and expressed support for the project and appreciation for integrating past, present, future in the design.

PUBLIC SPEAKER: Linda Williams, President of the La Quinta Historical Society – thanked the City for designing the Cultural Campus improvements and for including Museum staff in the process – it's beyond staff's dreams; very excited about the designated archive and storage areas; thanked the HGA consultants' team for taking the time to listen and deliver what was requested; noted the importance of including components representative of the native community in the project; and importance of preserving the lumberyard building.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve preliminary design plans and authorize staff to move forward to final design stage for the La Quinta Cultural Campus Project 2019-01 as presented. Motion passed unanimously.

MAYOR EVANS CALLED FOR A BRIEF RECESS AT 6:10 P.M

MAYOR EVANS RECONVENED THE COUNCIL MEETING AT 6:16 PM WITH ALL MEMBERS PRESENT

- 2. RECEIVE AND FILE FISCAL YEAR 2023/24 BUDGET UPDATE REPORT, APPROVE THE RECOMMENDED BUDGET ADJUSTMENTS, AND ADOPT RESOLUTION TO ADD ASSISTANT PLANNER POSITION**
[RESOLUTION NO. 2024-016]

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

Council discussed the fully burdened cost for the Assistant Planner position being added; and possible reimbursements from the Federal Emergency Management Agency for overtime and additional resources utilized for Tropical Storm Hilary.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Peña to receive and file fiscal year 2023/24 budget update report, approve the recommended budget adjustments, and adopt Resolution No. 2024-016 to add an Assistant Planner position as presented:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, APPROVING THE UPDATED CLASSIFICATION AND SALARY/PLAN SCHEDULE ADDING AN ASSISTANT PLANNER POSITION FOR FISCAL YEAR 2023/24

Motion passed unanimously.

STUDY SESSION – None

PUBLIC HEARINGS – None

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

MAYOR’S AND COUNCIL MEMBERS’ ITEMS

Mayor Evans said there would be a free shred and e-waste collection event at City Hall on Saturday, April 20, 2024, from 8 a.m. to 12 p.m.

Mayor Evans and Councilmember Fitzpatrick reported their attendance at the ribbon cutting for the St. Jude Dream Home Giveaway house.

Councilmembers McGarrey and Fitzpatrick reported on their attendance at the *Fly Over LQ: A Kite Experience!* at Civic Center Park.

Mayor Evans reported on her attendance at the Salvation Army’s 11th Annual Veteran’s and Community Expo; Marvin’s Magical Theater fundraiser event benefiting The Animal Rescue Center of California; California Desert Association of Realtors; US Representative Ken Calvert’s legislative breakfast; and provided a proclamation to One Legacy for National Organ Donor Month.

Mayor Pro Tem Peña reported on his attendance at the Living Desert event.

Mayor Evans reported on her and Mayor Pro Tem Peña’s attendance at the Find Food Bank telethon.

Mayor Evans congratulated the City for putting together a social media video in honor of National Pet Day.

Councilmember Sanchez reported on his adoption of rescue dog Romulus.

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 – COACHELLA VALLEY ENERGY COMMISSION

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

- IID ENERGY CONSUMERS' ADVISORY COMMITTEE
- LEAGUE OF CALIFORNIA CITIES – EXECUTIVE COMMITTEE, RIVERSIDE COUNTY DIVISION
- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Council discussed the importance of Coachella Valley elected officials meeting outside of IID committee meetings to discuss energy matters.

CLOSED SESSION – Continued

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)**

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 6:45 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 7:45 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** – no new reportable action on this matter.

The authorization to initiate litigation as reported out for Closed Session Item No. 1 from the February 20, 2024, Council meeting remains in place, and no new action was taken tonight for Closed Session Item No. 1 that requires additional reporting.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers McGarrey/Fitzpatrick to adjourn at 7:46 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: AUTHORIZE OVERNIGHT TRAVEL FOR ONE ADMINISTRATIVE TECHNICIAN TO ATTEND THE AMERICAN PUBLIC WORKS ASSOCIATION PUBLIC WORKS INSTITUTE IN DOWNEY, CALIFORNIA, OCTOBER 15-17, 2024

RECOMMENDATION

Authorize overnight travel for one Administrative Technician to attend the American Public Works Association Public Works Institute in Downey, California, October 15-17, 2024.

EXECUTIVE SUMMARY

- The Administrative Technician seeks additional knowledge in Public Works with the opportunity to network.
- The institute will hold sessions on the following topics, including but not limited to:
 - ✓ Conflict Management
 - ✓ Laws Impacting Public Works
 - ✓ Transportation
 - ✓ Ethics
 - ✓ Customer Service
 - ✓ Conducting Effective Meetings
 - ✓ Workplace Safety

FISCAL IMPACT

Estimated expenses are \$1,600, which includes travel, lodging, and meals for one attendee. Funds are available in fiscal year 2024/25 Public Works Administration Travel and Training budget (Account No. 101-7001-60320).

BACKGROUND/ANALYSIS

The American Public Works Association (APWA) Public Works Institute offers four (4) “Module” training programs covering specific topics related to developing Public Works future leaders and will provide the opportunity to network with other agencies and vendors.

The Administrative Technician has taken on additional duties and this institute will provide additional resources and training to strengthen confidence in covering those tasks.

ALTERNATIVES

Council may elect not to authorize this request; however, since this will provide further information and training, Staff does not recommend this alternative.

Prepared by: Carley Escarrega, Administrative Technician
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH ST. NICKS CHRISTMAS LIGHTING & DÉCOR FOR THE PURCHASE OF A HOLIDAY TREE AND YEARLY STORAGE AND INSTALLATION

RECOMMENDATION

Approve agreement for contract services with St. Nicks Christmas Lighting & Décor for the purchase of a holiday tree and yearly storage and installation; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- The City’s holiday tree that is displayed on Civic Center Campus (Campus) and featured during the Annual Tree Lighting Ceremony (Ceremony) is nearly twenty years old and often requires replacement lights/ornaments.
- Investing in a new holiday tree will enhance the Ceremony and serve as a decorative, festive focal point for the Campus during the holidays.

FISCAL IMPACT

Budget for the purchase of a new holiday tree, five years of storage and installation, and a 3% contingency to cover replacement bulbs, ornaments, and branches is \$165,772. Funds are available in the Community Experiences budget (Account No. 101-3003-60149). The purchase of the new tree (\$54,772) has been budgeted in fiscal year (FY) 2023/24. All other services will occur FY 2024/25 – FY 2028/29. The cost breakdown is as follows:

Fiscal Year	Description	Costs
2023/24	Purchase of New Tree	\$54,772
2024/25	Install & Removal \$17,000	\$22,200
2025/26	Storage \$4,550	\$22,200
2026/27	Ornament/bulb/branch replacement (if needed) \$650	\$22,200
	Initial Term Total:	\$121,372
Optional 2-Year Term Extension:		
2027/28	Install, Removal, Storage, & Replacement Pieces	\$22,200
2028/29	Install, Removal, Storage, & Replacement Pieces	\$22,200
	Extended 2-Year Term Total:	\$44,400

BACKGROUND/ANALYSIS

Nearly twenty years ago, the City purchased a 26ft holiday tree to publicly display on the Campus every December and feature during the Ceremony. After several years of outdoor display, the tree's light bulbs, ornaments, and branches are often in need of repair or replacement. The proposed new tree purchase stands 34ft tall (including a 4ft star topper) and includes red, silver, and gold ornaments with warm white LED lights. St. Nicks Lighting & Décor will store, install, and dismantle the tree every year. If approved, the new holiday tree will be displayed on the Campus every December and serve as the focal point for the Ceremony.

ALTERNATIVES

Council may choose not to approve the agreement and direct staff to explore other options for a holiday tree.

Prepared by: Michael Calderon, Community Services Management Analyst

Approved by: Christina Calderon, Community Services Deputy Director

Attachments:

1. Agreement for Contract Services
2. St. Nicks Proposal

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 St. Nicks Christmas Lighting & Décor a California Limited Liability Corp (“Contracting Party”) with a place of business at 6861 Walker Street, La Palma, CA 90623. 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 purchase of a new holiday tree and tree storage, installation, and removal, as specified in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein by this reference (the “Services”). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “industry standards” shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

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

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

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

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

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

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

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

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

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred and Sixty-Five Thousand Seven hundred and Seventy Two Dollars (\$165,772.00), 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 May 8th, 2024, and terminate on June 30th, 2027 ("Initial Term"). This Agreement may be extended for two (2) additional year(s) upon mutual agreement by both parties ("Extended Term"), and executed in writing.

4. COORDINATION OF WORK.

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

- (a) Daniel Christenson
(562) 438-0017
Daniel@st-nicks.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 [Christina Calderon, 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: Michael Calderon
78495 Calle Tampico
La Quinta, California 92253

To Contracting Party:
St. Nick's
Daniel Christenson
6861 Walker Street
La Palma, CA 90623

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

ST. NICKS CHRISTMAS LIGHTING &
DÉCOR, a California LLC

JON McMILLEN, City Manager
City of La Quinta, California

DANIEL CHRISTENSEN, Director of Sales
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

1. Services to be Provided:

Purchase of a 30ft tall holiday tree (with 4ft topper) complete with red, gold, silver, and white ornaments, and LED mini lights (Attachment 1).

Vendor Shall store, install, and remove outdoor holiday tree for the City for FY 2024/25, FY 2025/26, and FY 2026/27, with an option to extend services for FY 2027/28 and FY 2028/29 if agreed upon by City and Contracting Party. In addition to storage and installation, the vendor is also responsible for replacing all damaged LED lights, ornaments, and new branches, at the rates described in Attachment 1.

Installation shall begin no earlier than November 21 and must be completed no later than November 29 of each contract year. Removal shall start no earlier than December 26 and be completed no later than January 14 of each contract year.

Location of installation: Civic Center Campus 78-495 Calle Tampico, La Quinta, CA 92253

ADDENDUM TO AGREEMENT
Re: Scope of Services

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

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City,

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

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

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

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

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

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

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

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

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

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed One Hundred and Sixty-Five Thousand Seven hundred and Seventy-Two Dollars (\$165,772.00) (“Contract Sum”). The Contract Sum shall be paid to Contracting Party in installment payments for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement. Payment will be issued as follows:

Fiscal Year	Description	Costs
2023/24	Purchase of New Tree	\$54,772
2024/25	Install & Removal \$17,000	\$22,200
2025/26	Storage \$4,550	\$22,200
2026/27	Ornament/bulb/branch replacement (if needed) \$650	\$22,200
	Initial Term Total:	\$121,372
Optional 2-Year Term Extension:		
2027/28	Install, Removal, Storage, & Ornament/bulb/branch replacement	\$22,200
2028/29	Install, Removal, Storage, & Ornament/bulb/branch replacement	\$22,200
	Extended 2-Year Term Total:	\$44,400

Storage, installation, removal of tree: \$50% (\$10,775) due October, and \$50% (\$10,775) due January of each contract year.

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

Workers' Compensation
(per statutory requirements)

Must include the following endorsements:

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

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

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such

person. The term “automobile” includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party’s performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

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

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

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

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

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; or (3) the deductible or self-insured retention is increased.

In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

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

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

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

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All rendering artwork, photos, and design concepts are property of:



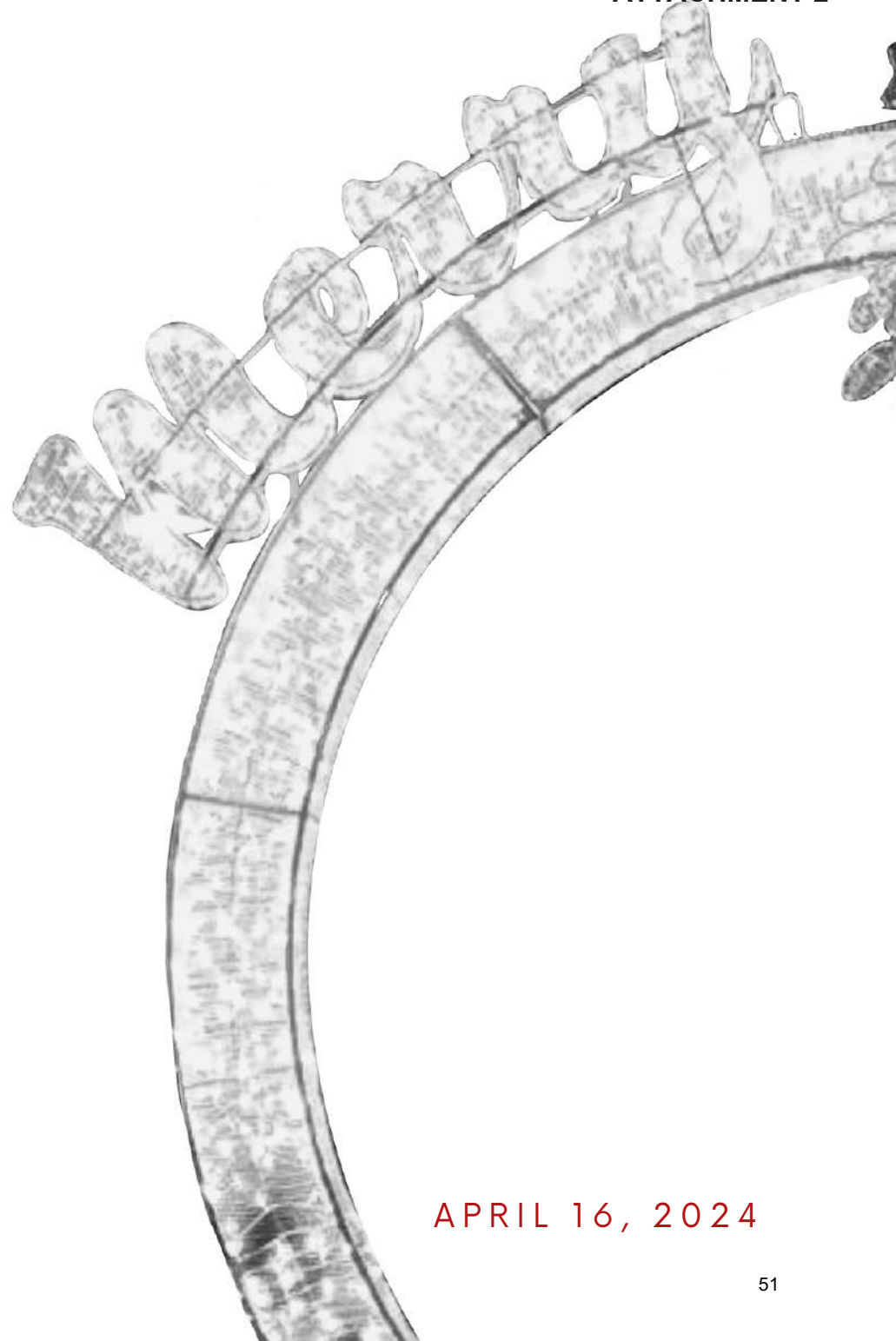
PROPOSAL

2024 HOLIDAY SEASON

PREPARED FOR:
CITY OF LA QUINTA

PROPOSAL PRESENTED BY:
JOVANY VILELLA -
ACCOUNT EXECUTIVE

APRIL 16, 2024





St. Nick's is excited to submit this holiday décor proposal that is assured to brighten your property. We appreciate the opportunity to partner with you this season. Other amazing clients, such as City of West Hollywood, The Pike Outlets, the City of Carson, The Music Center in Downtown Los Angeles, and many others have trusted St. Nick's with their special lighting projects

There are many good reasons why our clients continue to utilize our services year after year, which not only includes our innovation capabilities but also our nod to professionalism. We appreciate the complexities and intricacies involved with large scale projects. We are confident that our technical abilities combined with our focused attention to detail will meet and exceed all your expectations. Our design plan includes many visual delights as you'll see flipping through the pages of this proposal.

We appreciate the trust you will be placing in St. Nick's should you award us the contract. Rest assured we have invested a great deal of time into planning and execution of our designs. Our team includes structural engineers, sound technicians, and our cadre of experts to ensure that our unique plans can be implemented within your budget and time frames. St. Nick's has high standards for quality products and energy-efficient LED lighting. We strive hard to ensure that the continuing of St. Nick's service will be as easy as possible for the staff. In fact, we truly hope that by moving beyond just lights and decorations, we will make your jobs easier and help you continue to shine time after time.

Thank you,

Jovany Villela,

Jovany Villela, Account Executive



COMPANY PROFILE



- Founded 1998 business, dba St. Nick's (25 years)
- T&G Global, LLC (CA)
- Tax ID #68-0636192
- 14 full-time employees, 30-45 seasonal staff
- B-General Building Contractor #990427
- Certified Small Business Supplier #1626660
- County of Los Angeles Small Business Enterprise (LSBE) Vendor #16942501
- Business Address: 6861 Walker Street, La Palma, CA 90623
- Telephone: (562) 438-0017
- Fax: (562) 437-4242
- Contact Name: Jovany Villela, Account Executive
- Website: www.St-Nicks.com

Nicholas Adams
Founder and Legal Compliance

Wade Francis
Chief Financial Officer

Brenda Sheridan
Director of Operations

Daniel Christenson
Director of Sales

Stephanie Escobar
Creative Director

Carlos Vasquez
Sr. Installer & Project Manager

Alonso Salazar
Sr. Installer & Project Manager

[30FT Tree: City of La Quinta](#)

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30FT Tree: 30FT Frame Tree. (118 Tree Branches). Pre-Lit LED 5MM Mini Lights. Fully Decorated With Commercial Grade Ornaments & Florals (Approx. 1,400+) Ornament Package TBD. 4FT LED Topper Included at no additional cost (reg. \$699). Making Tree stand at 34FT.

Pricing: Purchase of 30FT Tree

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Qty	Description	Unit Price	St Nick's Offer
		**Purchased After June 1	**Purchased Before may 31/ Deposit must be paid.
1	30FT Frame Tree Lights: Pre-Lit 5MM LED Lights. Color Options available. # of Branches: 118 Tree Branches Decorated: Fully Decorated With Commercial Grade Florals & Ornaments (Approx. 1,750+) *4FT LED Topper Included (reg. \$699).	\$56,650	\$49,999
ANNUAL Fee:			
1	30FT Tree -Install & Removal	-	\$17,000
1	30FT Tree -Storage	-	\$4,550
1	CA Taxes -St Nick's charges taxes on Purchased items. No **Taxes charge on Service (Installation/ Removal & Storage).	-	\$4,773
		Total: 1st Yr.	\$76,322

Pricing: Purchase of Additional Items/ Repairs

Qty	Description	Unit Price
1	LED Lights Replacement Per branch. -Pricing includes Labor -All New LED Lights To match current Tree Lights	\$115
1	Replacement of Ornaments Ea. 4" -Includes Labor to replace it.	\$1.99
1	Replacement of Ornaments Ea. 6" -Includes Labor to replace it.	\$5.99
1	Replacement of Ornaments Ea. 8" -Includes Labor to replace it.	\$12.99
1	Purchase of New Branch -Brand New LED Lights, Ornaments -Includes all Labor.	\$245
**Pricing Includes Labor		

Ornament Package:



RED



GOLD



SILVER



WHITE



Purpose of Proposal: Purchase of New Christmas Tree

Contact: Erika Arvizu
Earvizu@laquintaca.gov | (760) 777-7093

Project Date: TBD 2023

Installation Address: 78495 Calle Tampico,
La Quinta, CA 92253

Authorized Signer

Printed Name

Date

This quote is valid for 30 days. To execute installation, please initial each additional option and sign below. Final agreement to follow.

Thank you,

Jovany Villela,

Jovany Villela, Account Executive



All material appearing on the St. Nick's Christmas Lighting & Décor Proposal ("content") is protected by copyright under U.S. Copyright laws and is the property of St. Nick's Christmas Lighting & Décor. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any such content, nor may you distribute any part of this content over any network, including a local area network, sell or offer it for sale, or use such content to construct any kind of database, or to show a preferred layout for presenting creative concepts. You may not alter or remove any copyright or other notice from copies of the content on St. Nick's Christmas Lighting & Décor Proposal. For questions or concerns please contact stephanie@st-nicks.com

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE PLANS, SPECIFICATIONS, ENGINEER’S ESTIMATE, AND ADVERTISE FOR BID THE CITY HALL ROOF REPAIR PROJECT NO. 2023-32

RECOMMENDATION

Approve plans, specifications, engineer’s estimate, and authorize Staff to bid the City Hall Roof Repair Project No. 2023-32.

EXECUTIVE SUMMARY

- Following recent rainstorms, leaks on the east side of the City Hall building have caused maintenance issues and require further repairs.
- The project will repair the main section of the pitched roof on the east side of City Hall and the pitched roof above the Council Chamber (Attachment 1).
- Work will include removing the existing tile, replacing the roof paper, replacing plywood as needed, and placing back the existing tile.

FISCAL IMPACT

The project is a part of the City’s on-going maintenance for City building replacement/repair budget (Account No. 501-0000-71103). The current available budget is \$250,000, and is not sufficient for the necessary repairs. Staff recommends bidding the project and requesting additional funds once the actual construction cost is known. The following is the anticipated overall project budget:

	Total Budget
Design/Professional:	\$ 20,000
Construction:	\$ 275,000
Contingency:	\$ 40,000
Total Budget:	\$ 335,000

BACKGROUND/ANALYSIS

Following recent rainstorms, leaks in the roof on the east side of the City Hall building have caused maintenance issues that require a larger project to repair properly. Without

these roof repairs, the leaks are anticipated to increase which would potentially increase the repair costs in the future.

The repairs will include removing the existing tile, replacing the roof paper, replacing plywood as needed, and placing back the existing tile. The sections will be upgraded to replace the over 30-year-old material.

Contingent upon approval to advertise the project for bid on May 7, 2024, the following is the project schedule:

Council Bid Authorization	May 7, 2024
Bid Period	May 8 to June 5, 2024
Council Considers Project Award	June 18, 2024
Execute Contract and Mobilize	June 19 to July 15, 2024
Construction (20 Working Days)	July 15 to August 9, 2024
Accept Improvements	September 2024

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Ubaldo Ayón, Assistant Construction Manager
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer
Attachment: 1. Vicinity Map

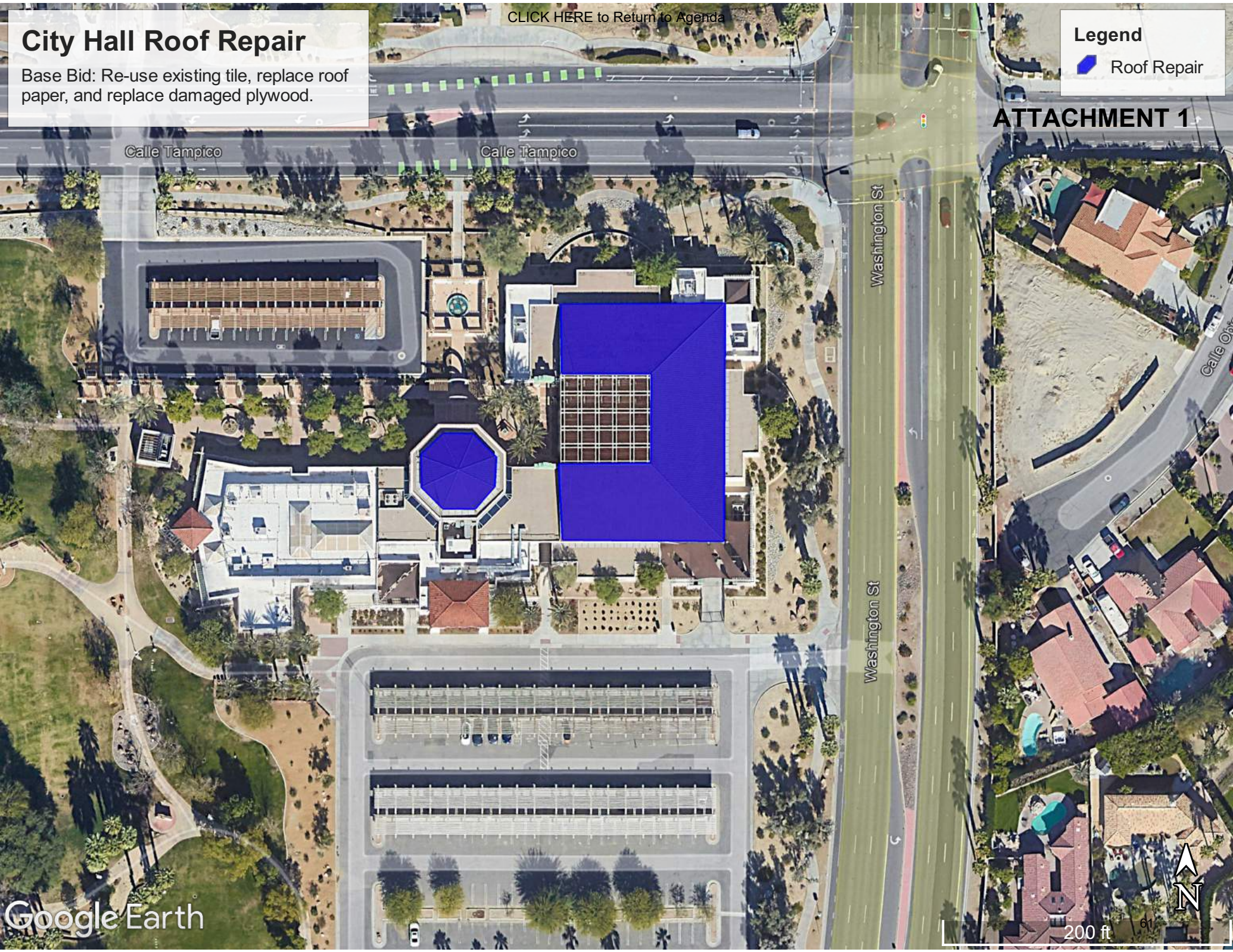
City Hall Roof Repair

Base Bid: Re-use existing tile, replace roof paper, and replace damaged plywood.

[CLICK HERE to Return to Agenda](#)

Legend
■ Roof Repair

ATTACHMENT 1



[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE PLANS, SPECIFICATIONS, ENGINEER’S ESTIMATE, AND ADVERTISE FOR RE-BID THE EISENHOWER BASIN SLOPE REPAIR PROJECT NO. 2023-22 LOCATED ON THE WEST SIDE OF EISENHOWER DRIVE BETWEEN AVENIDA FERNANDO AND COACHELLA DRIVE

RECOMMENDATION

Approve plans, specifications, engineer’s estimate, and authorize staff to re-bid the Eisenhower Basin Slope Repair Project No. 2023-22 located on the west side of Eisenhower Drive between Avenida Fernando and Coachella Drive.

EXECUTIVE SUMMARY

- This project is located at the Eisenhower Retention Basin on the west side of Eisenhower Drive between Coachella Drive and Avenida Fernando (Attachment 1).
- The project will repair slopes that failed due to Tropical Storm Hilary. The engineered soil that covers a specialized slope liner washed off in many areas and needs to be placed back to protect the liner from UV light.
 - This project will also include an additive alternate to construct a concrete lined channel along the base of the adjacent hill to collect drainage water to help mitigate future erosion.
- This project is not a part of the City’s Capital Improvement Program (CIP). Staff is currently only requesting authorization to advertise and will present bids and request for funding at a separate meeting. Staff is actively working with the Federal Emergency Management Agency (FEMA) to request funding for both the repairs and betterment.

FISCAL IMPACT

The cost to advertise the project is included in the Construction budget. Staff is working with FEMA for opportunities to cost share. The following is the anticipated project budget:

	Total Budget
Professional/Design:	\$ 25,000
Inspection/Testing/Survey:	\$ 20,000
Construction:	\$ 450,000
Contingency:	\$ 50,000
Total Budget:	\$ 545,000

BACKGROUND/ANALYSIS

Damage caused to the Eisenhower Retention Basin during Tropical Storm Hilary exposed a specialized liner along the basin slopes. The liner cannot be exposed to UV light for a long period of time or it will degrade.

On November 16, 2023, staff solicited construction bids from qualified contractors. The City received three (3) bids on December 11, 2023. Leonida Builders, Inc. of Acton, California submitted the lowest responsible and responsive bid at \$280,395.

These costs were higher than the anticipated project budget and the bids ranged significantly. On December 19, 2023, Council approved rejecting all bids and revising the scope to reduce uncertainty within the scope and to allow the project to complete the application and field reviews needed to satisfy the requirements with requesting FEMA funding.

Staff recommends bidding the betterment as an additive alternate since FEMA allows for betterments to help mitigate future repairs.

Staff will present all findings and bids at a subsequent Council Meeting prior to any fiscal impacts.

Contingent upon approval to advertise the project for bid on May 7, 2024, the following is the proposed project schedule:

Council Bid Authorization	May 7, 2024
Bid Period	May 8 to June 5, 2024
Council Considers Project Award	June 18, 2024
Execute Contract and Mobilize	June 19 to July 15, 2024
Construction (20 Working Days)	July 15 to August 9, 2024
Accept Improvements	September 2024

ALTERNATIVES

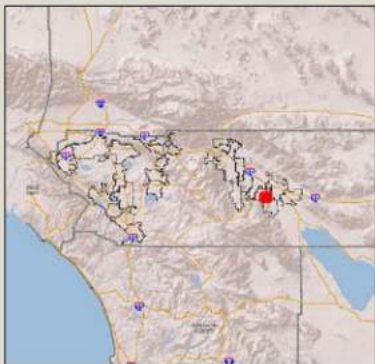
Staff does not recommend an alternative.

Prepared by: Ubaldo Ayón, Assistant Construction Manager
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachment: 1. Vicinity Map

Vicinity Map

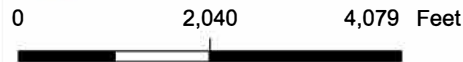
ATTACHMENT 1



Legend

Notes

Eisenhower Drive Retention Basin



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City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: ACCEPT CITYWIDE MISCELLANEOUS AMERICANS WITH DISABILITIES ACT IMPROVEMENTS PROJECT NO. 2023-07 (COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 4.LQ.48-23) LOCATED WITHIN THE SEASONS NEIGHBORHOOD

RECOMMENDATION

Accept the Citywide Miscellaneous Americans with Disabilities Act Improvements Project No. 2023-07 (Community Development Block Grant Project No. 4.LQ.48-23) as complete; authorize the City Clerk to file a Notice of Completion with the Office of the County Recorder; and authorize staff to release retention in the amount of \$8,986, thirty-five days after the Notice of Completion is recorded.

EXECUTIVE SUMMARY

- The project reconstructed curb ramps, sidewalks, and cross-gutters to bring them to the current code on Springtime Way and Summer View Way.
- The work is complete and Council acceptance will close the contract and allow final payment.

FISCAL IMPACT

The following is the financial accounting for Project No. 2023-07:

Original Contract Amount	\$ 179,717
Final Contract Amount	\$ 179,717
Project Budget	\$ 250,210
Final Contract Amount	(\$ 179,717)
Design & Professional Costs	(\$ 17,300)
Inspection, Survey, Plans, & Other Construction Costs	(\$ 3,221)
Anticipated Funds Remaining*	\$ 49,972

* All costs to date have been accounted for and no further costs are anticipated.

There are adequate funds to close this project; the final retention amount of \$8,986 will be paid from account number 401-0000-20600.

BACKGROUND/ANALYSIS

On March 5, 2024, Council awarded a \$179,717 contract to Universal Construction and Engineering.

On March 15, 2024, a Notice to Proceed was issued with a 30-working day completion time starting on March 18, 2024, and ending on April 26, 2024. The project was deemed substantially complete on March 26, 2024. No liquidated damages or early completion incentives are recommended.

The project construction effort is complete and in compliance with the plans and specifications. Staff recommends acceptance and release of the retention thirty-five days after the Notice of Completion is recorded.

ALTERNATIVES

Staff does not recommend an alternative.

Prepared by: Carley Escarrega, Administrative Technician
Approved by: Bryan McKinney, P.E., Public Works Director/City Engineer

Attachment: 1. Vicinity Map

Attachment 1 - Vicinity Map

Citywide Miscellaneous ADA Improvements

ATTACHMENT 1



Legend

- Blueline Streams
- City Areas
- World Street Map

Notes



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City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED FEBRUARY 29, 2024

RECOMMENDATION

Receive and file revenue and expenditure report dated February 29, 2024.

EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for February 2024 (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.

Top Five Revenue/Income Sources for February

General Fund		Non-General Fund	
Property Tax in lieu of Vehicle License Fees	\$ 2,815,553	CVAG (Dune Palms Construction Reimbursement)	\$ 840,502
Measure G Sales Tax	\$ 1,677,790	SilverRock Green Fees	\$ 635,799
Sales Tax	\$ 1,273,172	Allocated Interest	\$ 557,553
Transient Occupancy (Hotel) Tax	\$ 1,181,654	Gas Tax	\$ 174,883
Franchise Tax- Cable Television	\$ 157,004	Citizens' Option for Pubic Safety (COPS) Grant	\$ 94,492

Top Five Expenditures/Outlays for February

General Fund		Non-General Fund	
Sheriff Contract (October-Novemberr)	\$ 1,066,806	Capital Improvement Program - Construction ⁽¹⁾	\$ 956,221
X-Park Programming (January-March)	\$ 101,020	Machinery & Equipment - Golf Carts (SRR)	\$ 914,605
Equipment (Wellness Center)	\$ 98,369	SilverRock Maintenance	\$ 212,343
Parks Landscape Maintenance	\$ 67,311	Capital Improvement Program -Design ⁽²⁾	\$ 83,794
Golf Tournament	\$ 57,838	Lighting & Landscape Maintenance	\$ 74,798

⁽¹⁾CIP Construction: X-Park, Cove Trails parking lot improvements, Dune Palms bridge.

⁽²⁾CIP Design: Consulting expenses associated with multiple ongoing capital improvement projects such as Fritz Burns Park, Dune Palms low water crossing, Cultural Campus.

	February 2024 Revenues			Comparison to 2023	
	MTD	YTD	Percent of Budget	YTD	Percent of Budget
General Fund (GF)	\$7,722,185	\$37,678,968	48.01%	\$36,229,873	49.26%
All Funds	\$10,303,573	\$75,505,132	38.32%	\$61,719,635	33.44%
	February 2024 Expenditures			Comparison to 2023	
	MTD	YTD	Percent of Budget	YTD	Percent of Budget
General Fund	\$3,023,879	\$30,147,734	30.45%	\$23,239,930	22.44%
Payroll (GF)	\$1,186,517	\$7,945,338	59.34%	\$8,319,986	60.29%
All Funds	\$6,195,369	\$78,437,411	34.37%	\$55,198,808	24.99%

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 February 29, 2024

For Fiscal: 2023/24 Period Ending: 02/29/2024

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	7,722,185	37,678,968	-40,799,132	48.01%
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	174,883	1,603,313	-855,287	65.21%
202 - LIBRARY & MUSEUM FUND	2,922,000	2,922,000	307	206,311	-2,715,689	7.06%
203 - PUBLIC SAFETY FUND (MEAS	2,500	2,500	0	-179	-2,679	7.17%
210 - FEDERAL ASSISTANCE FUND	156,000	336,349	0	180,347	-156,002	53.62%
212 - SLESA (COPS) FUND	101,500	101,500	94,492	127,398	25,898	125.52%
215 - LIGHTING & LANDSCAPING F	2,992,000	2,992,000	0	2,542,766	-449,234	84.99%
220 - QUIMBY FUND	50,000	50,000	0	0	-50,000	0.00%
221 - AB 939 - CALRECYCLE FUND	70,000	70,000	278	22,534	-47,466	32.19%
223 - MEASURE A FUND	2,028,000	2,028,000	0	765,905	-1,262,095	37.77%
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	1,592	10,751	-9,749	52.45%
231 - SUCCESSOR AGCY PA 1 RORF	0	0	57	5,153,032	5,153,032	0.00%
235 - SO COAST AIR QUALITY FUNI	55,000	55,000	0	13,431	-41,569	24.42%
237 - SUCCESSOR AGCY PA 1 ADM	0	0	0	-165	-165	0.00%
241 - HOUSING AUTHORITY	1,401,500	1,401,500	88,216	1,196,406	-205,094	85.37%
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	1,130	52,149	32,149	260.75%
249 - SA 2011 LOW/MOD BOND FI	36,000	1,423,009	0	38,877	-1,384,132	2.73%
250 - TRANSPORTATION DIF FUND	1,520,000	1,520,000	41,943	158,441	-1,361,559	10.42%
251 - PARKS & REC DIF FUND	751,500	751,500	21,060	155,397	-596,103	20.68%
252 - CIVIC CENTER DIF FUND	501,500	501,500	12,420	44,403	-457,097	8.85%
253 - LIBRARY DEVELOPMENT DIF	100,000	100,000	3,970	13,498	-86,502	13.50%
254 - COMMUNITY & CULTURAL C	252,500	252,500	9,560	31,636	-220,864	12.53%
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	3,725	13,193	-138,307	8.71%
259 - MAINTENANCE FACILITIES DI	101,000	101,000	3,236	11,969	-89,031	11.85%
270 - ART IN PUBLIC PLACES FUND	154,000	154,000	5,938	81,566	-72,434	52.97%
275 - LQ PUBLIC SAFETY OFFICER	2,500	2,500	0	1,953	-547	78.12%
299 - INTEREST ALLOCATION FUNI	0	0	557,553	4,438,019	4,438,019	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	840,502	13,109,281	-76,711,481	14.59%
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	0	775,064	-909,936	46.00%
502 - INFORMATION TECHNOLOG'	2,256,708	2,256,708	2,952	1,545,253	-711,455	68.47%
503 - PARK EQUIP & FACILITY FUN	470,000	470,000	0	496,660	26,660	105.67%
504 - INSURANCE FUND	1,362,230	1,362,230	0	680,073	-682,157	49.92%
601 - SILVERROCK RESORT	5,277,950	5,277,950	695,426	3,929,237	-1,348,713	74.45%
602 - SILVERROCK GOLF RESERVE	87,000	87,000	0	81,446	-5,554	93.62%
760 - SUPPLEMENTAL PENSION PL	6,000	6,000	0	4,931	-1,069	82.18%
761 - CERBT OPEB TRUST	20,000	20,000	0	100,758	80,758	503.79%
762 - PARS PENSION TRUST	100,000	100,000	22,146	252,776	152,776	252.78%
Report Total:	123,608,488	197,045,908	10,303,573	75,505,132	-121,540,776	38.32%

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.

Expenditure 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	3,023,879	30,147,734	68,854,397	30.45%
201 - GAS TAX FUND	2,802,400	4,811,461	93,806	1,835,421	2,976,040	38.15%
202 - LIBRARY & MUSEUM FUND	2,240,160	4,934,483	20,374	619,874	4,314,609	12.56%
203 - PUBLIC SAFETY FUND (MEAS	0	41,687	0	9,687	32,000	23.24%
210 - FEDERAL ASSISTANCE FUND	156,300	336,649	0	180,349	156,300	53.57%
212 - SLESA (COPS) FUND	100,000	100,000	6,560	28,790	71,210	28.79%
215 - LIGHTING & LANDSCAPING F	3,186,915	3,353,915	190,677	1,528,163	1,825,752	45.56%
220 - QUIMBY FUND	0	445,176	0	0	445,176	0.00%
221 - AB 939 - CALRECYCLE FUND	150,000	150,000	18,507	111,659	38,341	74.44%
223 - MEASURE A FUND	1,865,000	4,810,319	0	2,602,239	2,208,080	54.10%
226 - EMERGENCY MANAGEMENT	12,000	12,000	0	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	0	25,316	28,684	46.88%
237 - SUCCESSOR AGCY PA 1 ADM	0	0	0	5,850	-5,850	0.00%
241 - HOUSING AUTHORITY	1,596,340	1,996,340	111,825	1,255,007	741,333	62.87%
243 - RDA LOW-MOD HOUSING FL	250,000	300,000	0	0	300,000	0.00%
247 - ECONOMIC DEVELOPMENT F	31,500	31,500	1,600	22,005	9,495	69.86%
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	0	401,335	1,268,440	24.04%
251 - PARKS & REC DIF FUND	650,000	1,121,285	0	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	14,652	75,425	667,287	10.16%
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	1,083,967	13,141,675	71,857,288	15.46%
501 - FACILITY & FLEET REPLACEM	1,448,750	2,331,044	41,282	328,349	2,002,694	14.09%
502 - INFORMATION TECHNOLOG'	3,082,620	3,277,620	100,393	1,347,822	1,929,798	41.12%
503 - PARK EQUIP & FACILITY FUN	2,242,200	3,092,200	8,594	683,017	2,409,183	22.09%
504 - INSURANCE FUND	1,118,000	1,118,000	1,143	1,107,755	10,245	99.08%
601 - SILVERROCK RESORT	5,034,993	5,034,993	1,475,432	4,345,139	689,854	86.30%
760 - SUPPLEMENTAL PENSION PL	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,800	1,800	0	782	1,018	43.46%
762 - PARS PENSION TRUST	30,000	30,000	2,678	20,657	9,343	68.86%
Report Total:	118,084,878	228,216,619	6,195,369	78,437,411	149,779,208	34.37%

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.

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED APRIL 12, 19, AND 26, 2024

RECOMMENDATION

Approve demand registers dated April 12, 19, and 26, 2024.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	4,617,337.92
Successor Agency of RDA	\$	-
Housing Authority	\$	33,849.35
	\$	<u>4,651,187.27</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for April 12, 19, and 26, 2024.

Warrants Issued:

213554-213621	\$	1,054,571.37
213623-213690	\$	1,979,245.58
213691-213742	\$	627,894.47
EFT #140	\$	47,141.39
Voids	\$	(381.67)
Wire Transfers	\$	370,021.25
Payroll Direct Deposit	\$	471,899.94
Payroll Check #37685	\$	277.05
Payroll Tax Transfers	\$	100,517.89
	\$	<u>4,651,187.27</u>

*Check number 213622, payable to Southern California Gas Company, will be reported on a future Demand Register Report.

Three checks were voided and reissued due to non-receipt and corrections.

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff Department	Various	\$1,135,295.92	February Police Service
Conserve Landcare	Construction	\$338,118.30	Cactus Flower Landscape Renovation Progress Payment
Granite Construction Company	Construction	\$190,537.47	Sink Hole Repairs & Fred Waring Pavement Improvements Progress Payment
Universal Construction and Engineering	Construction	\$170,731.15	Citywide ADA Improvements
Vintage Associates ⁽¹⁾	Various	\$170,450.88	Citywide Parks Landscape Maintenance

(1) Payments were made 04/12/24 & 04/26/24

Wire Transfers: Eighteen transfers totaled \$370,021. Of this amount, \$211,149 was to Landmark and \$103,486 was to CalPERS (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	Federal National Mortgage Assoc.	Agency	\$ 3,000,000.00	4/12/2024	5.050%	5.050%
Maturity	Jefferson Bank Greenville	CD	\$ 248,000.00	4/15/2024	1.250%	1.250%
Maturity	United States Treasury	Treasury Note	\$ 500,000.00	4/15/2024	0.375%	0.830%
Maturity	Belmont Bank & Trust	CD	\$ 248,000.00	4/16/2024	1.250%	1.250%
Maturity	Pacific Western Bank	CD	\$ 245,000.00	4/16/2024	1.300%	1.300%
Maturity	United States Treasury	T-Bill	\$ 2,000,000.00	4/18/2024	0.000%	5.550%
Purchase	Federal Farm Credit Banks	Agency	\$ 1,000,000.00	4/23/2024	4.375%	4.700%
Purchase	Federal Home Loan Mortgage Corp.	Agency	\$ 1,000,000.00	4/24/2024	5.600%	5.611%
Purchase	Federal National Mortgage Assoc.	Agency	\$ 1,000,000.00	4/23/2024	5.050%	5.100%
Purchase	Federal National Mortgage Assoc.	Agency	\$ 1,000,000.00	4/23/2024	5.250%	5.280%
Purchase	Federal National Mortgage Assoc.	Agency	\$ 1,000,000.00	4/23/2024	5.500%	5.500%
Purchase	Federal Home Loan Banks	Agency	\$ 900,000.00	4/25/2024	5.040%	5.040%
Maturity	Mainstreet Bank	CD	\$ 248,000.00	4/26/2024	2.600%	2.600%
Purchase	Cross River Bank	CD	\$ 244,000.00	4/26/2024	4.500%	4.500%

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

Attachments: 1. Demand Registers
 2. Wire Transfers

Demand Register



City of La Quinta

Packet: APPKT03775 - 04/12/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
CENTRAL COMMUNICATIONS	213570	04/2024 - STVR HOTLINE	Professional Services	101-6004-60103	623.00
MCGARREY, DEBORAH	213589	03/14/24 - LEAGUE RIVCO DIVISION ME...	Travel & Training	101-1001-60320	125.56
MEREDITH, KEVIN	213591	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	200.00
ARVIZU, ERIKA	213558	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	97.86
MCGARREY, DEBORAH	213589	3/22/24 LEAGUE ENV/QUALITY MEETIN...	Travel & Training	101-1001-60320	181.97
TRIPLETT, ALCADIA	213612	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	200.00
SILVERROCK RESORT	213603	01/01-03/31/24 - 1ST QTR SALES & USE ...	Sales Taxes Payable	101-0000-20304	91.00
CHARTER COMMUNICATIONS..	213571	02/24-04/23/24 - FS #93 CABLE (2415)	Cable/Internet - Utilities	101-2002-61400	241.32
CHARTER COMMUNICATIONS..	213571	03/29-04/28/24 - FS #32 INTERNET (649...	Cable/Internet - Utilities	101-2002-61400	99.99
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	101-3005-60431	948.66
THE LOCK SHOP, INC	213611	KEYS FOR CH TICKET A135881	Maintenance/Services	101-3008-60691	297.25
LOGIC COMPENSATION GRO...	213587	JOB DESCRIPTION DRAFT NEW POSITION	Professional Services	101-1004-60103	225.00
DECKARD TECHNOLOGIES, I...	213575	04/2024 - RENTALSCAPE	Professional Services	101-1005-60103	3,750.00
PROPER SOLUTIONS INC	213600	03/29/24 - TEMP AGENCY SERVICES J.FE...	Temporary Agency Services	101-6004-60125	1,585.20
VINTAGE ASSOCIATES	213617	03/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	101-3005-60112	65,010.00
VINTAGE ASSOCIATES	213617	02/19-02/23/24 - DESERT PRIDE EXTRA ...	Maintenance/Services	101-3005-60691	3,200.00
VINTAGE ASSOCIATES	213617	02/12-02/16/24 - EVENT PARK EXTRA L...	Maintenance/Services	101-3005-60691	1,600.00
BPS TACTICAL INC	213566	BALLISTIC VEST FOR CSO FOSTER	Special Enforcement Funds	101-2001-60175	642.19
XPRESS GRAPHICS	213620	9 CITIES EVENT PURCHASING BROCHUR...	Printing	101-1006-60410	238.39
TECHNOGYM USA CORP	213609	7/1/24-1/17/25 TECHNOGYM MY WELL...	Prepaid Expense	101-0000-13600	1,680.00
TECHNOGYM USA CORP	213609	1/18/24-6/30/24 TECHNOGYM MY WEL...	Operating Supplies	101-3002-60420	1,680.00
BANK OF NEW YORK MELLON	213560	12/01/23-02/29/24 - BANK FEES	Administration	101-1006-60102	2,901.07
SMART & FINAL	213604	03/13/24 - WC LUNCHEON SUPPLIES	Operating Supplies	101-3002-60420	178.14
SOUTH COAST AIR QUALITY ...	213605	07/2023-06/2024 - WC AQMD FEE	Annual Permits/Inspections	101-3008-60196	251.11
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - ALARM MONITORING ...	Security & Alarm	101-3008-60123	984.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - FIRE ALARM MONITOR..	Security & Alarm	101-2002-60123	510.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - FIRE ALARM MONITOR..	Security & Alarm	101-3008-60123	510.00
MERCHANTS BUILDING MAI...	213590	03/16/24 - SRR EVENT CONCERT CLEAN...	Janitorial	101-3008-60115	47.76
MATRIX CONSULTING GROUP	213588	PUBLIC WORKS ASSESSMENT	Consultants/Employee Servic...	101-1004-60104	5,900.00
MATRIX CONSULTING GROUP	213588	PUBLIC WORKS ASSESSMENT	Consultants/Employee Servic...	101-1004-60104	6,000.00
FEDEX	213577	03/22/24 - OVERNIGHT MAIL	Postage	101-1007-60470	21.79
KONE INC	213585	04/01-06/30/24 - CH ELEVATOR MAINT...	Maintenance/Services	101-3008-60691	682.89
PLANIT REPROGRAPHICS SYS...	213597	SRR LSM SERVICES PRINT WORK	Materials/Supplies	101-3005-60431	9.00
PLANIT REPROGRAPHICS SYS...	213597	PARK LSM SERVICES PRINT WORK	Materials/Supplies	101-3005-60431	9.72
PATTON DOOR & GATE	213596	FS #32 DOOR REPAIR	Maintenance/Services	101-2002-60691	350.00
VERIZON WIRELESS	213616	02/26-03/25/24 - LQPD CELLS (6852)	Telephone - Utilities	101-2001-61300	889.55
FRONTIER COMMUNICATIO...	213579	03/26-04/25/24 - POLICE INTERNET	Cable/Internet - Utilities	101-2001-61400	536.20
FRONTIER COMMUNICATIO...	213579	03/28-04/27/24 - SPORTS COMPLEX PH...	Telephone - Utilities	101-3005-61300	39.20
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	897.56
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Monticello Park - Uti...	101-3005-61102	13.68
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Colonel Paige - Utilit...	101-3005-61108	1,045.57
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Adams Park - Utiliti...	101-3005-61110	48.50
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water -Pioneer Park - Utilities	101-3005-61207	694.47
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water - Utilities	101-2002-61200	261.74
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water -Monticello Park - Utili...	101-3005-61201	603.00
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water -Seasons Park - Utilities	101-3005-61208	29.10
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water - Utilities	101-3008-61200	100.82
DESERT RESORT MANAGEM...	213576	03/2024 - SECURITY PATROL SERVICES	Professional Services	101-6004-60103	4,018.43
PACIFIC WEST AIR CONDITIO...	213595	CH HVAC COMPRESSOR REPLACEMENT	HVAC	101-3008-60667	10,990.00
ALTA LANGUAGE SERVICES I...	213557	BILINGUAL TESTING #482	Consultants/Employee Servic...	101-1004-60104	55.00
KILEY & ASSOCIATES	213584	03/2024 - FEDERAL LOBBYIST SERVICES	Contract Services - Administr...	101-1002-60101	3,500.00
ACTION PARK ALLIANCE, INC.	213555	04/01-06/30/24 - X PARK OPERATIONS ...	X Park Programming	101-3003-60190	101,019.50
BMO FINANCIAL GROUP	213561	PROMOTIONAL ITEMS FOR CITY PICNIC ...	Sales Taxes Payable	101-0000-20304	-39.07

Demand Register

Packet: APPKT03775 - 04/12/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BMO FINANCIAL GROUP	213561	CPPB PRACTICE TEST D.ARMENDARIZ	Travel & Training	101-1006-60320	49.00
BMO FINANCIAL GROUP	213561	CSMFO MEMBERSHIP V.ORTEGA	Membership Dues	101-1006-60351	135.00
BMO FINANCIAL GROUP	213561	CSMFO MEMBERSHIP K.BLONDELL	Membership Dues	101-1006-60351	135.00
BMO FINANCIAL GROUP	213561	PRIORITY MAIL GOVINVEST CHECK	Postage	101-1007-60470	9.85
BMO FINANCIAL GROUP	213561	NEIGHBORHOOD WATCH MEETING SNA...	LQ Police Volunteers	101-2001-60109	43.05
BMO FINANCIAL GROUP	213561	PROMOTIONAL ITEMS FOR CITY PICNIC	Volunteers - Fire	101-2002-60110	536.87
BMO FINANCIAL GROUP	213561	FS #93 RACK TO STORE PRESSURIZED CY...	Fire Station	101-2002-60670	900.38
BMO FINANCIAL GROUP	213561	PLANNING COMMISSIONERS ACADEMY...	Travel & Training	101-6002-60320	717.53
BMO FINANCIAL GROUP	213561	PLANNING COMMISSIONERS ACADEMY...	Travel & Training	101-6002-60320	746.46
BMO FINANCIAL GROUP	213561	PLANNING COMMISSIONERS ACADEMY...	Travel & Training	101-6002-60320	735.46
BMO FINANCIAL GROUP	213561	SRR EVENT BLDG GLASS INSTALL	Maintenance/Services	101-3008-60691	2,184.63
BMO FINANCIAL GROUP	213561	04/1/24 - APWA LUNCH	Travel & Training	101-7001-60320	89.04
BMO FINANCIAL GROUP	213561	04/1/24 - APWA LUNCH	Travel & Training	101-7006-60320	44.52
BMO FINANCIAL GROUP	213561	SAFETY VESTS	Safety Gear	101-7006-60427	421.40
BMO FINANCIAL GROUP	213561	INTERVIEW PANEL LUNCH FOR TRAFFIC ...	Recruiting/Pre-Employment	101-1004-60129	94.44
BMO FINANCIAL GROUP	213561	CJPIA BIG 4 TRAINING SNACKS	Travel & Training	101-1004-60320	97.76
BMO FINANCIAL GROUP	213561	CJPIA TRAINING PART 2 LUNCH	Travel & Training	101-1004-60320	201.85
BMO FINANCIAL GROUP	213561	CJPIA SUPERVISOR TRAINING SNACKS	Travel & Training	101-1004-60320	97.76
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION GIFT CARDS	Employee Recognition Events	101-1004-60340	675.00
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION GIFT CARDS	Employee Recognition Events	101-1004-60340	156.08
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION SUPPLIES	Employee Recognition Events	101-1004-60340	10.77
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION DESSERT OVE...	Employee Recognition Events	101-1004-60340	759.20
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION GIFT CARDS	Employee Recognition Events	101-1004-60340	100.00
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION LUNCH OVER...	Employee Recognition Events	101-1004-60340	625.00
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION DECOR	Employee Recognition Events	101-1004-60340	502.42
BMO FINANCIAL GROUP	213561	OVERNIGHT MAIL	Postage	101-1007-60470	13.65
BMO FINANCIAL GROUP	213561	WC LUNCHEON	Operating Supplies	101-3002-60420	418.69
BMO FINANCIAL GROUP	213561	BUNNY SUIT CLEANING	Community Experiences	101-3003-60149	135.00
BMO FINANCIAL GROUP	213561	BMI MUSIC LICENSE	Community Experiences	101-3003-60149	446.48
BMO FINANCIAL GROUP	213561	CAKE FOR CITY PICNIC	Community Experiences	101-3003-60149	94.00
BMO FINANCIAL GROUP	213561	WHITE BOARD & BUSINESS CARD HOLD...	Office Supplies	101-1002-60400	65.17
BMO FINANCIAL GROUP	213561	OFFICE CHAIR D.KINLEY	Office Supplies	101-1002-60400	206.61
BMO FINANCIAL GROUP	213561	COUNCIL MEETING STAFF DINNER	Travel & Training	101-1004-60320	220.06
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION SUPPLIES	Employee Recognition Events	101-1004-60340	130.74
BMO FINANCIAL GROUP	213561	STORAGE BOX	Office Supplies	101-1005-60400	20.87
BMO FINANCIAL GROUP	213561	FINGERTIP MOISTENER, BOWLS, & SPO...	Office Supplies	101-1006-60400	40.94
BMO FINANCIAL GROUP	213561	HAND SANITIZER	Office Supplies	101-1006-60400	14.67
BMO FINANCIAL GROUP	213561	DISH SOAP -EMPLOYEE BREAKROOM	Citywide Supplies	101-1007-60403	5.94
BMO FINANCIAL GROUP	213561	STANDING DESK	Operating Supplies	101-3002-60420	326.24
BMO FINANCIAL GROUP	213561	KITE EVENT SUPPLIES	Community Experiences	101-3003-60149	631.46
BMO FINANCIAL GROUP	213561	ROCKET MODELS	Community Experiences	101-3003-60149	89.55
BMO FINANCIAL GROUP	213561	LAUNCH RODS	Community Experiences	101-3003-60149	24.92
BMO FINANCIAL GROUP	213561	04/2024 - APPLE/MUSIC/STORAGE	Membership Dues	101-3007-60351	25.95
BMO FINANCIAL GROUP	213561	03/2024 - MAILCHIMP	Membership Dues	101-3007-60351	219.00
BMO FINANCIAL GROUP	213561	SAFETY BOOTS A.BERUMEN	Safety Gear	101-3008-60427	108.70
BMO FINANCIAL GROUP	213561	DEADBOLT LOCKS (2)	Materials/Supplies	101-3008-60431	62.42
BMO FINANCIAL GROUP	213561	BATTERIES	Materials/Supplies	101-3008-60431	5.32
BMO FINANCIAL GROUP	213561	SPRAY PAINT	Materials/Supplies	101-3008-60431	136.62
BMO FINANCIAL GROUP	213561	SOAP DISPENSERS (12)	Materials/Supplies	101-3008-60431	48.24
BMO FINANCIAL GROUP	213561	EMPLOYEE RECOGNITION SUPPLIES RET...	Materials/Supplies	101-3008-60431	-50.46
BMO FINANCIAL GROUP	213561	BOOKS	Travel & Training	101-6002-60320	25.99
BMO FINANCIAL GROUP	213561	USB C CHARGING CABLES	Operating Supplies	101-6003-60420	22.80
BMO FINANCIAL GROUP	213561	DESK LAMP (3)	Operating Supplies	101-6006-60420	74.67
BMO FINANCIAL GROUP	213561	05/02-05/03/24 - SCAG CONFERENCE D...	Travel & Training	101-6001-60320	400.00
BMO FINANCIAL GROUP	213561	05/02-05/03/24 - SCAG CONFERENCE C...	Travel & Training	101-6002-60320	400.00
BMO FINANCIAL GROUP	213561	ICC RENEWAL A.ORTEGA	Subscriptions & Publications	101-6003-60352	110.00
BMO FINANCIAL GROUP	213561	MEETING SNACKS FOR STOCK	Office Supplies	101-1002-60400	25.25
BMO FINANCIAL GROUP	213561	LOBBY COFFEE MACHINE SUPPLIES	Citywide Supplies	101-1007-60403	63.18
BMO FINANCIAL GROUP	213561	3/20/24 - COUNCIL JOINT MEETING SN...	Travel & Training	101-1001-60320	70.36
BMO FINANCIAL GROUP	213561	ANIMAL RESCUE EVENT EVANS PLUS O...	Travel & Training	101-1001-60320	156.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BMO FINANCIAL GROUP	213561	ANIMAL RESCUE EVENT S.SANCHEZ	Travel & Training	101-1001-60320	78.00
BMO FINANCIAL GROUP	213561	CITY COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	131.56
BMO FINANCIAL GROUP	213561	CA LEAGUE CONFERENCE FLIGHT EVANS...	Travel & Training	101-1001-60320	1,127.80
BMO FINANCIAL GROUP	213561	CITY COUNCIL MEETING DRINKS	Travel & Training	101-1001-60320	11.59
BMO FINANCIAL GROUP	213561	DESERT SANDS FOUNDATION GALA SAN...	Travel & Training	101-1001-60320	250.00
BMO FINANCIAL GROUP	213561	COUNCIL MEETING DINNER	Travel & Training	101-1001-60320	230.98
BMO FINANCIAL GROUP	213561	INDIAN WELLS STATE OF THE CITY S.SA...	Travel & Training	101-1001-60320	59.00
BMO FINANCIAL GROUP	213561	RIVCO STATE OF THE COUNTY	Travel & Training	101-1001-60320	555.30
BMO FINANCIAL GROUP	213561	LEAGUE DIVISION MEETING D.MCGARR...	Travel & Training	101-1001-60320	45.00
BMO FINANCIAL GROUP	213561	MSA MEETING LUNCH	Travel & Training	101-7003-60320	156.00
BMO FINANCIAL GROUP	213561	3/20/24 - COUNCIL JOINT MEETING COF...	Travel & Training	101-1001-60320	99.14
BMO FINANCIAL GROUP	213561	LASERFICHE LAPTOP BAG	Office Supplies	101-1005-60400	68.49
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	PM 10 - Dust Control	101-7006-60146	42.39
STATE OF CA DEPT OF INDUS...	213608	CH ELEVATOR INSPECTION	Annual Permits/Inspections	101-3008-60196	675.00
TERRA NOVA PLANNING & R...	213610	7/1/23-3/31/24 - SPHERE ANNEXATION ...	Professional Services	101-6002-60103	2,332.05
Fund 101 - GENERAL FUND Total:					246,495.92

Fund: 201 - GAS TAX FUND

GRANITE CONSTRUCTION C...	213580	MONROE/AVE 58 & AVE 50 EMERGENCY..	Road Improvements	201-7003-72111	176,892.19
UNDERGROUND SERVICE AL...	213614	04/01/24 - DIG ALERT SERVICES	Materials/Supplies	201-7003-60431	60.75
BMO FINANCIAL GROUP	213561	SAFETY GLASSES (10)	Safety Gear	201-7003-60427	88.00
Fund 201 - GAS TAX FUND Total:					177,040.94

Fund: 202 - LIBRARY & MUSEUM FUND

VINTAGE ASSOCIATES	213617	03/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3004-60112	930.00
VINTAGE ASSOCIATES	213617	03/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3006-60112	194.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - ALARM MONITORING ...	Security & Alarm	202-3004-60123	165.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - ALARM MONITORING ...	Security & Alarm	202-3006-60123	330.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - FIRE ALARM MONITOR..	Security & Alarm	202-3004-60123	255.00
ALARM MONITORING SERVI...	213556	04/01-06/30/24 - FIRE ALARM MONITOR..	Security & Alarm	202-3006-60123	255.00
KONE INC	213585	04/01-06/30/24 - MUSEUM ELEVATOR ...	Maintenance/Services	202-3006-60691	682.89
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water - Utilities	202-3006-61200	253.44
BMO FINANCIAL GROUP	213561	MAKER SPACE LAPTOPS	Operating Supplies	202-3009-60420	97.82
Fund 202 - LIBRARY & MUSEUM FUND Total:					3,163.15

Fund: 215 - LIGHTING & LANDSCAPING FUND

VINTAGE E & S INC	213618	LIGHTING & POWER UPGRADES ON JEFF...	Maintenance/Services	215-7004-60691	10,500.53
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	1,836.70
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	1,498.06
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	2,198.61
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	478.83
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	2,254.21
TRI-STATE MATERIALS INC	213613	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	2,251.52
VINTAGE ASSOCIATES	213617	03/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	215-7004-60112	12,124.00
VINTAGE ASSOCIATES	213617	03/2024 SPRAYING	Maintenance/Services	215-7004-60691	980.00
MOWERS PLUS INC	213592	EQUIPMENT PARTS	Tools/Equipment	215-7004-60432	267.12
STAPLES ADVANTAGE	213607	OFFICE SUPPLIES	Operating Supplies	215-7004-60420	70.50
PLANIT REPROGRAPHICS SYS...	213597	L&L LSM SERVICES PRINT WORK	Materials/Supplies	215-7004-60431	8.88
PLANIT REPROGRAPHICS SYS...	213597	L&L LIGHTING SERVICES PRINT WORK	Materials/Supplies	215-7004-60431	6.84
BMO FINANCIAL GROUP	213561	NATURAL WEED KILLER SUPPLIES	Materials/Supplies	215-7004-60431	90.32
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	946.62
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	550.68
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	1,433.64
COACHELLA VALLEY WATER D..	213573	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	130.34
VINTAGE ASSOCIATES	213617	PLANTS	Materials/Supplies	215-7004-60431	1,082.88
IMPERIAL IRRIGATION DIST	213582	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	415.08
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					39,125.36

Fund: 241 - HOUSING AUTHORITY

BMO FINANCIAL GROUP	213561	LUNCHEON W/ JFS DESERT ELDER LOVER	Travel & Training	241-9101-60320	123.32
BMO FINANCIAL GROUP	213561	VARIDESK R.CAMARENA	Operating Supplies	241-9101-60420	516.56
Fund 241 - HOUSING AUTHORITY Total:					639.88

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 247 - ECONOMIC DEVELOPMENT FUND					
BMO FINANCIAL GROUP	213561	ED PHOOT/VIDEO SHOOT LUNCH	Marketing & Tourism Promot...	247-0000-60461	122.69
Fund 247 - ECONOMIC DEVELOPMENT FUND Total:					122.69
Fund: 270 - ART IN PUBLIC PLACES FUND					
SIGNATURE SCULPTURE	213602	FY 23/24 APP MAINTENANCE	APP Maintenance	270-0000-60683	13,109.00
POWERS AWARDS INC	213599	APP SIGNAGE	Operating Supplies	270-0000-60482	667.74
BMO FINANCIAL GROUP	213561	APP PURCHASE	Art Purchases	270-0000-74800	2,500.00
BMO FINANCIAL GROUP	213561	APP PURCHASE	Art Purchases	270-0000-74800	2,000.00
BMO FINANCIAL GROUP	213561	FRAMES FOR APP ARTWORK	Operating Supplies	270-0000-60482	43.48
BMO FINANCIAL GROUP	213561	FRAMES FOR APP ARTWORK RETURN	Operating Supplies	270-0000-60482	-43.48
BMO FINANCIAL GROUP	213561	FRAMES FOR APP ARTWORK	Operating Supplies	270-0000-60482	106.54
BMO FINANCIAL GROUP	213561	APP PURCHASE	Art Purchases	270-0000-74800	7,500.00
Fund 270 - ART IN PUBLIC PLACES FUND Total:					25,883.28
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
LEONIDA BUILDERS, INC	213586	COVE TRAILS PARKING LOT IMPROVEM...	Construction	401-0000-60188	5,800.00
SPOHN RANCH INC	213606	SETTLEMENT AGREEMENT PAYMENT	Construction	401-0000-60188	145,000.00
IN-SITE LANDSCAPE ARCHITE...	213583	MASTER PLANNING SERVICES FOR FRITZ...	Design	401-0000-60185	112,747.50
UNIVERSAL CONSTRUCTION ...	213615	CDBG CITYWIDE MISC ADA IMPROVEM...	Retention Payable	401-0000-20600	-8,985.85
UNIVERSAL CONSTRUCTION ...	213615	CDBG CITYWIDE MISC ADA IMPROVEM...	Construction	401-0000-60188	179,717.00
HAMMEL, GREEN, AND ABR...	213581	02/2024 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	41,250.00
GRANITE CONSTRUCTION C...	213580	03/2024 - FRED WARING PAVEMENT RE...	Construction	401-0000-60188	13,645.28
NV5	213593	09/2023 - VILLAGE UTILITIES FEASIBILITY...	Design	401-0000-60185	17,690.70
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					506,864.63
Fund: 501 - FACILITY & FLEET REPLACEMENT					
CALI COLLISION CORP	213567	2022 CHEVY COLORADO VIN I128784 RE...	Vehicle Repair & Maintenanc...	501-0000-60676	1,324.81
AUTOZONE	213559	WINDSHIELD REPAIR KIT	Parts, Accessories, and Upfits	501-0000-60675	19.83
BMW MOTORCYCLES OF RIV...	213565	MOTORCYCLE REPAIRS A1155	Motorcycle Repair & Mainte...	501-0000-60679	1,362.12
BMW MOTORCYCLES OF RIV...	213565	MOTORCYCLE BATTERY WARRANTY CR...	Motorcycle Repair & Mainte...	501-0000-60679	-260.67
WEX BANK	213619	02/26-03/25/24 - FUEL	Fuel & Oil	501-0000-60674	10,026.85
S&D CARWASH MANAGEME...	213601	03/2024 - CAR WASH MEMBERSHIP	Vehicle Repair & Maintenanc...	501-0000-60676	779.61
CHEVROLET CADILLAC	213572	2022 CHEVY BOLT VIN N4125821 MAINT	Vehicle Repair & Maintenanc...	501-0000-60676	29.95
PACIFIC MOBILE STRUCTURES..	213594	04/2024 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
BMO FINANCIAL GROUP	213561	TIRES FOR CITY VEHICLES	Vehicle Repair & Maintenanc...	501-0000-60676	164.54
BMO FINANCIAL GROUP	213561	WATER FOR BATTERIES	Parts, Accessories, and Upfits	501-0000-60675	22.14
BMO FINANCIAL GROUP	213561	VEHICLE BATTERIES	Parts, Accessories, and Upfits	501-0000-60675	262.91
POWERPLAN BF	213598	VACTROM VACUUM CLEANING REPAIR	Vehicle Repair & Maintenanc...	501-0000-60676	1,189.23
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					18,009.83
Fund: 502 - INFORMATION TECHNOLOGY					
CHARTER COMMUNICATIONS..	213571	04/2024 - CH CABLE (4625)	Cable/Internet - Utilities	502-0000-61400	189.93
CHARTER COMMUNICATIONS..	213571	03/24-04/23/24 - WC CABLE (4601)	Cable/Internet - Utilities	502-0000-61400	286.78
ACORN TECHNOLOGY SERVI...	213554	04/2024 - TRAFFIC SERVER MAINTENAN...	Consultants	502-0000-60104	965.00
FISHER INTEGRATED INC	213578	03/2024 MONTHLY FEE	Consultants	502-0000-60104	1,100.00
FISHER INTEGRATED INC	213578	03/2024 CC VIDEO STREAMING	Consultants	502-0000-60104	1,800.00
VERIZON WIRELESS	213616	03/02-04/01/24 - BACKUP SERVER (2183)	Cable/Internet - Utilities	502-0000-61400	66.17
VERIZON WIRELESS	213616	03/02-04/01/24 - CITY CELL SVC (5496)	Cell/Mobile Phones	502-0000-61301	3,502.00
FRONTIER COMMUNICATIO...	213579	03/25-04/24/24 - CH INTERNET	Cable/Internet - Utilities	502-0000-61400	97.98
FRONTIER COMMUNICATIO...	213579	03/27-04/26/24 - BLACKHAWK/LQ PARK...	Cable/Internet - Utilities	502-0000-61400	92.98
ZOOM VIDEO COMMUNICAT...	213621	10/22/23-10/21/24 - ZOOM SERVICES	Software Licenses	502-0000-60301	147.49
CARAHSOFT TECHNOLOGY C...	213568	7/1/24-10/26/24 CITY WIDE ZOOM PH...	Prepaid Expense	502-0000-13600	4,087.80
CARAHSOFT TECHNOLOGY C...	213568	10/27/23-6/30/24 CITY WIDE ZOOM PH...	Software Licenses	502-0000-60301	8,175.59
BMO FINANCIAL GROUP	213561	03/2024 - EMAIL PROTECTION SOFTWA...	Software Licenses	502-0000-60301	449.00
BMO FINANCIAL GROUP	213561	SRR.ORG DOMAIN RENEWAL	Software Licenses	502-0000-60301	86.96
BMO FINANCIAL GROUP	213561	DISPLAY PORT TO HDMI CABLES	Operating Supplies	502-0000-60420	80.48
BMO FINANCIAL GROUP	213561	WIRELESS KEYBOARD COMBOS (6)	Operating Supplies	502-0000-60420	228.30
BMO FINANCIAL GROUP	213561	COMBINATION LOCK SECURITY CABLES	Operating Supplies	502-0000-60420	65.08
BMO FINANCIAL GROUP	213561	LAPTOP RAM (2)	Operating Supplies	502-0000-60420	133.72
BMO FINANCIAL GROUP	213561	LAPTOP STANDS (5)	Operating Supplies	502-0000-60420	404.50
BMO FINANCIAL GROUP	213561	02/2024 - HULU SUBSCRIPTION	Cable/Internet - Utilities	502-0000-61400	81.99
BMO FINANCIAL GROUP	213561	PLAYINLAQUINTA DOMAIN RENEWAL	Software Licenses	502-0000-60301	56.99

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
BMO FINANCIAL GROUP	213561	SPARK SUBSCRIPTION J.PENA	Software Licenses	502-0000-60301	59.99
BMO FINANCIAL GROUP	213561	LUNCH FOR IT SERVICES INTERVIEW PA...	Travel & Training	502-0000-60320	80.42
BMO FINANCIAL GROUP	213561	LUNCH FOR IT SERVICES INTERVIEW PA...	Travel & Training	502-0000-60320	16.30
BMO FINANCIAL GROUP	213561	LOGITECH WIRELESS USB FOR IT STOCK	Operating Supplies	502-0000-60420	42.38
CDW GOVERNMENT INC	213569	7/1/24-3/14/25 - MERAKI CLOUD LICEN...	Prepaid Expense	502-0000-13600	3,765.25
CDW GOVERNMENT INC	213569	03/15/24-06/30/24 - MERAKI CLOUD LI...	Software Licenses	502-0000-60301	1,882.61
Fund 502 - INFORMATION TECHNOLOGY Total:					27,945.69
Fund: 503 - PARK EQUIP & FACILITY FUND					
COURTMASTER SPORTS, INC.	213574	FB PARK PICKLEBALL COURT POST PADS	Parks	503-0000-71060	9,280.00
Fund 503 - PARK EQUIP & FACILITY FUND Total:					9,280.00
Grand Total:					1,054,571.37

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	246,495.92
201 - GAS TAX FUND	177,040.94
202 - LIBRARY & MUSEUM FUND	3,163.15
215 - LIGHTING & LANDSCAPING FUND	39,125.36
241 - HOUSING AUTHORITY	639.88
247 - ECONOMIC DEVELOPMENT FUND	122.69
270 - ART IN PUBLIC PLACES FUND	25,883.28
401 - CAPITAL IMPROVEMENT PROGRAMS	506,864.63
501 - FACILITY & FLEET REPLACEMENT	18,009.83
502 - INFORMATION TECHNOLOGY	27,945.69
503 - PARK EQUIP & FACILITY FUND	9,280.00
Grand Total:	1,054,571.37

Account Summary

Account Number	Account Name	Expense Amount
101-0000-13600	Prepaid Expense	1,680.00
101-0000-20304	Sales Taxes Payable	51.93
101-1001-60320	Travel & Training	3,122.26
101-1002-60101	Contract Services - Admi...	3,500.00
101-1002-60400	Office Supplies	297.03
101-1004-50252	Annual Wellness Dollar ...	497.86
101-1004-60103	Professional Services	225.00
101-1004-60104	Consultants/Employee S...	11,955.00
101-1004-60129	Recruiting/Pre-Employm...	94.44
101-1004-60320	Travel & Training	617.43
101-1004-60340	Employee Recognition E...	2,959.21
101-1005-60103	Professional Services	3,750.00
101-1005-60400	Office Supplies	89.36
101-1006-60102	Administration	2,901.07
101-1006-60320	Travel & Training	49.00
101-1006-60351	Membership Dues	270.00
101-1006-60400	Office Supplies	55.61
101-1006-60410	Printing	238.39
101-1007-60403	Citywide Supplies	69.12
101-1007-60470	Postage	45.29
101-2001-60109	LQ Police Volunteers	43.05
101-2001-60175	Special Enforcement Fu...	642.19
101-2001-61300	Telephone - Utilities	889.55
101-2001-61400	Cable/Internet - Utilities	536.20
101-2002-60110	Volunteers - Fire	536.87
101-2002-60123	Security & Alarm	510.00
101-2002-60670	Fire Station	900.38
101-2002-60691	Maintenance/Services	350.00
101-2002-61101	Electricity - Utilities	897.56
101-2002-61200	Water - Utilities	261.74
101-2002-61400	Cable/Internet - Utilities	341.31
101-3002-60420	Operating Supplies	2,603.07
101-3003-60149	Community Experiences	1,421.41
101-3003-60190	X Park Programming	101,019.50
101-3005-60112	Landscape Contract	65,010.00
101-3005-60431	Materials/Supplies	967.38
101-3005-60691	Maintenance/Services	4,800.00
101-3005-61102	Electric - Monticello Park...	13.68
101-3005-61108	Electric - Colonel Paige -...	1,045.57
101-3005-61110	Electric - Adams Park - Ut...	48.50
101-3005-61201	Water -Monticello Park -...	603.00
101-3005-61207	Water -Pioneer Park - Uti...	694.47
101-3005-61208	Water -Seasons Park - Ut...	29.10
101-3005-61300	Telephone - Utilities	39.20

Account Summary

Account Number	Account Name	Expense Amount
101-3007-60351	Membership Dues	244.95
101-3008-60115	Janitorial	47.76
101-3008-60123	Security & Alarm	1,494.00
101-3008-60196	Annual Permits/Inspecti...	926.11
101-3008-60427	Safety Gear	108.70
101-3008-60431	Materials/Supplies	202.14
101-3008-60667	HVAC	10,990.00
101-3008-60691	Maintenance/Services	3,164.77
101-3008-61200	Water - Utilities	100.82
101-6001-60320	Travel & Training	400.00
101-6002-60103	Professional Services	2,332.05
101-6002-60320	Travel & Training	2,625.44
101-6003-60352	Subscriptions & Publicat...	110.00
101-6003-60420	Operating Supplies	22.80
101-6004-60103	Professional Services	4,641.43
101-6004-60125	Temporary Agency Servi...	1,585.20
101-6006-60420	Operating Supplies	74.67
101-7001-60320	Travel & Training	89.04
101-7003-60320	Travel & Training	156.00
101-7006-60146	PM 10 - Dust Control	42.39
101-7006-60320	Travel & Training	44.52
101-7006-60427	Safety Gear	421.40
201-7003-60427	Safety Gear	88.00
201-7003-60431	Materials/Supplies	60.75
201-7003-72111	Road Improvements	176,892.19
202-3004-60112	Landscape Contract	930.00
202-3004-60123	Security & Alarm	420.00
202-3006-60112	Landscape Contract	194.00
202-3006-60123	Security & Alarm	585.00
202-3006-60691	Maintenance/Services	682.89
202-3006-61200	Water - Utilities	253.44
202-3009-60420	Operating Supplies	97.82
215-7004-60112	Landscape Contract	12,124.00
215-7004-60420	Operating Supplies	70.50
215-7004-60431	Materials/Supplies	11,706.85
215-7004-60432	Tools/Equipment	267.12
215-7004-60691	Maintenance/Services	11,480.53
215-7004-61116	Electric - Utilities	1,361.70
215-7004-61117	Electric - Medians - Utilit...	550.68
215-7004-61211	Water - Medians - Utiliti...	1,563.98
241-9101-60320	Travel & Training	123.32
241-9101-60420	Operating Supplies	516.56
247-0000-60461	Marketing & Tourism Pr...	122.69
270-0000-60482	Operating Supplies	774.28
270-0000-60683	APP Maintenance	13,109.00
270-0000-74800	Art Purchases	12,000.00
401-0000-20600	Retention Payable	-8,985.85
401-0000-60185	Design	171,688.20
401-0000-60188	Construction	344,162.28
501-0000-60674	Fuel & Oil	10,026.85
501-0000-60675	Parts, Accessories, and ...	304.88
501-0000-60676	Vehicle Repair & Maint...	3,488.14
501-0000-60679	Motorcycle Repair & Ma...	1,101.45
501-0000-71032	Building Leases	3,088.51
502-0000-13600	Prepaid Expense	7,853.05
502-0000-60104	Consultants	3,865.00
502-0000-60301	Software Licenses	10,858.63
502-0000-60320	Travel & Training	96.72

Account Summary

Account Number	Account Name	Expense Amount
502-0000-60420	Operating Supplies	954.46
502-0000-61301	Cell/Mobile Phones	3,502.00
502-0000-61400	Cable/Internet - Utilities	815.83
503-0000-71060	Parks	9,280.00
Grand Total:		1,054,571.37

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	336,018.38
151609CT	Construction Expense	La Quinta X Park	145,000.00
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	23,050.00
201901D	Design Expense	Village Art Plaza Promenade & Ct	41,250.00
202102D	Design Expense	Fritz Burns Park Improvements	112,747.50
202203CT	Construction Expense	Fred Waring Drive Pavement Reh	13,645.28
202206D	Design Expense	Village Utilities Undergrounding f	17,690.70
202230CT	Construction Expense	Cove Trails Parking Lot Improver	5,800.00
202307CT	Construction Expense	Citywide Miscellaneous ADA Imp	179,717.00
202307RP	Retention Payable	Citywide Miscellaneous ADA Imp	-8,985.85
202320E	Cyclone Hilary FEMA Reimbursable...	Tropical Cyclone Hilary	176,892.19
BDAYE	City Picnic & Birthday Celebration ...	City Picnic & Birthday Celebrator	94.00
CONCERTE	Concert Expense	Master Account for all SRR Conce	47.76
EGGE	La Quinta Egg Hunt Expense	La Quinta Egg Hunt	135.00
KITEE	Fly Over La Quinta Expense	Fly Over LQ: A Kite Experience	631.46
ROCKETE	Mission La Quinta Rocket Launch E...	Mission La Quinta Rocket Launch	114.47
SOITN	SOI - Sphere of Influence Terra No...	(SOI) Sphere of Influence Fiscal Si	2,332.05
STVRE	Short Term Vacation Rental Expen...	Short Term Vacation Rental Trac	8,391.43
Grand Total:		1,054,571.37	

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

Demand Register



City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
FRANCHISE TAX BOARD	213641	GARNISHMENT	Garnishments Payable	101-0000-20985	223.79
UNITED WAY OF THE DESERT	213683	CONTRIBUTION	United Way Deductions	101-0000-20981	32.00
GANNETT CALIFORNIA LOCAL...	213643	CC PHN CLUB @ CM 2 AD	Advertising	101-6002-60450	306.75
GANNETT CALIFORNIA LOCAL...	213643	CC PHN CLUB @ CM AD	Advertising	101-6002-60450	306.75
PALMS TO PINES PRINTING	213658	STAFF POLO SHIRTS	Operating Supplies	101-3003-60420	2,220.23
CHARTER COMMUNICATIONS..	213630	04/05-05/04/24 - FS #32 CABLE/INTERN...	Cable/Internet - Utilities	101-2002-61400	10.56
REYES, LUCAS	213664	4/1-4/4/24 E-TOURISM SUMMIT TRAVEL..	Travel & Training	101-3007-60320	1,333.61
GRAHAM, MARCIE	213644	4/1-4/4/24 E-SUMMIT TRAVEL EXPENSE...	Travel & Training	101-3007-60320	1,543.98
STATE OF RHODE ISLAND DIV...	213675	1/1-3/31/24 - 1ST QTR STATE TAX WITH...	SIT Payable	101-0000-20925	10.80
VINTAGE E & S INC	213686	CH MINI SPLIT ELECTRICAL SERVICES	Maintenance/Services	101-3008-60691	639.12
WISE, ASHTON	213689	2024 VISITOR MAGAZINE COVER PHOTO	Marketing & Tourism Promot...	101-3007-60461	300.00
ROJAS, JAMES	213667	TEAM BUILDING WORKSHOP	Travel & Training	101-1004-60320	625.00
BOYS & GIRLS CLUB OF COA...	213627	04/1-06/30/24 - JOINT FACILITY USE	Boys & Girls Club	101-3001-60135	10,000.00
SPARKLETTES	213673	03/20/24 & 04/03/24 CITYWIDE DRINKI...	Citywide Supplies	101-1007-60403	226.83
PROPER SOLUTIONS INC	213661	04/05/24 - TEMP AGENCY SERVICES J.FE...	Temporary Agency Services	101-6004-60125	1,545.57
DATA TICKET, INC.	213637	03/2024 CODE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	326.10
DATA TICKET, INC.	213637	03/2024 POLICE CITATION PROCESSING	Administrative Citation Servi...	101-6004-60111	205.57
JERNIGAN SPORTING GOODS,..	213648	FY 23/24 SAFETY BOOTS J.VIZCARRA	Safety Gear	101-3008-60427	233.80
JERNIGAN SPORTING GOODS,..	213648	FY 23/24 SAFTY BOOTS O.VARGAS	Safety Gear	101-3008-60427	157.68
MADDEN MEDIA	213651	03/2024 - MEDIA SERVICES	Marketing & Tourism Promot...	101-3007-60461	108,786.31
KAMP, JOHN	213649	TEAM BUILDING WORKSHOP	Travel & Training	101-1004-60320	625.00
PALM SPRINGS AIR MUSEUM ..	213657	EDUCATION PROGRAM LQ CONTRIBUTI...	Grants & Economic Develop...	101-3001-60510	150,000.00
EWING IRRIGATION PRODUC...	213640	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	2,235.01
EWING IRRIGATION PRODUC...	213640	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	100.39
ANSAFONE CONTACT CENTE...	213626	03/2024 - PM 10 ANSWERING SERIVCE	PM 10 - Dust Control	101-7006-60146	157.28
XPRESS GRAPHICS	213690	BUSINESS CARD FOR POLICE	LQ Police Volunteers	101-2001-60109	199.10
XPRESS GRAPHICS	213690	CITY PICNIC PROMO STICKERS	Printing	101-3007-60410	240.86
XPRESS GRAPHICS	213690	SHOP LOCAL TENT CARDS	Printing	101-3007-60410	44.88
SPEAR, ALLAN W.	213674	PICKLE BALL CLASS REFUND	Leisure Enrichment	101-0000-42200	140.00
ESTRADA, MARIO	213639	FACILITY RENTAL DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	500.00
JENSEN, SHARLA W	213647	1 DAY SESSION CLASS	Instructors	101-3002-60107	48.00
JENSEN, SHARLA W	213647	PERSONAL TRAINING 3 SESSIONS CLASS	Instructors	101-3002-60107	132.00
JENSEN, SHARLA W	213647	PERSONAL TRAINING 6 SESSIONS CLASS	Instructors	101-3002-60107	792.00
WILLIAMS, BILLEE	213688	YOGA FLOW CLASS	Instructors	101-3002-60107	91.00
VIELHARBER, KAREN	213685	GENTLE YOGA TUESDAY CLASSES	Instructors	101-3002-60107	448.00
SHIRY, TERESA	213670	BALLROOM BEGINNING CLASS	Instructors	101-3002-60107	131.25
SHIRY, TERESA	213670	BALLROOM BEGINNING DI CLASS	Instructors	101-3002-60107	42.00
RUDY, LORI A	213669	ESSENTIAL FITNESS CLASS	Instructors	101-3002-60107	126.00
WILLIAMS, BILLEE	213688	PILATES CLASS	Instructors	101-3002-60107	245.70
WILLIAMS, BILLEE	213688	MAT PILATES DI CLASSES	Instructors	101-3002-60107	25.20
VIELHARBER, KAREN	213685	GENTLE YOGA TUESDAY DI CLASSES	Instructors	101-3002-60107	21.00
HEWETT, ATSUKO YAMANE	213645	TAI CHI YANG CLASS	Instructors	101-3002-60107	68.60
HEWETT, ATSUKO YAMANE	213645	TAI CHI YANG DI CLASSES	Instructors	101-3002-60107	14.00
HEWETT, ATSUKO YAMANE	213645	DEEP STRETCH CLASSES	Instructors	101-3002-60107	259.70
HEWETT, ATSUKO YAMANE	213645	DEEP STRETCH DI CLASSES	Instructors	101-3002-60107	49.00
RUDY, LORI A	213669	ESSENTIAL FITNESS DI CLASSES	Instructors	101-3002-60107	75.60
ROJAS, LEILANI	213668	FACILITY RENTAL DEPOSIT REFUND	Miscellaneous Deposits	101-0000-22830	500.00
ROJAS, LEILANI	213668	FACILITY RENTAL CANCELLATION REFU...	Facility Rentals	101-0000-42212	1,185.00
TAG/AMS INC	213677	ANNUAL RENEWAL FEE	Consultants/Employee Servic...	101-1004-60104	175.00
SMITH PIPE & SUPPLY CO	213671	HANDHELD BLOWER & CATCHY TRASH ...	Tools/Equipment	101-3005-60432	263.38
SMITH PIPE & SUPPLY CO	213671	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	352.69
SMITH PIPE & SUPPLY CO	213671	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	171.15
RASA/ERIC NELSON	213663	REVIEW TRACT MAP 34642	Map/Plan Checking	101-7002-60183	1,168.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
SOUTHWEST BOULDER & ST...	213672	BOULDERS FOR BEAR CREEK TRAIL	Materials/Supplies	101-3005-60431	2,311.52
SOUTHWEST BOULDER & ST...	213672	BOULDERS FOR BEAR CREEK TRAIL	Materials/Supplies	101-3005-60431	1,995.36
MERCHANTS BUILDING MAI...	213653	03/2024 - JANITORIAL SERVICES	Janitorial	101-3008-60115	15,891.98
STERICYCLE, INC	213676	03/01/24 - POLICE SHRED	LQ Police Volunteers	101-2001-60109	21.07
MATRIX CONSULTING GROUP	213652	PUBLIC WORKS ASSESSMENT	Consultants/Employee Servic...	101-1004-60104	7,901.00
PLANIT REPROGRAPHICS SYS...	213660	PARK LSM SERVICES POST TO PLAN RO...	Materials/Supplies	101-3005-60431	10.20
PATTON DOOR & GATE	213659	FS #70 DOOR REPAIR	Maintenance/Services	101-2002-60691	1,200.00
MACIAS NURSERY, INC.	213650	PLANTS	Materials/Supplies	101-3005-60431	3,871.50
MACIAS NURSERY, INC.	213650	PLANTS	Materials/Supplies	101-3005-60431	3,904.13
MACIAS NURSERY, INC.	213650	PLANTS	Materials/Supplies	101-3005-60431	1,500.48
MACIAS NURSERY, INC.	213650	PLANTS	Materials/Supplies	101-3005-60431	2,653.50
MACIAS NURSERY, INC.	213650	PLANTS	Materials/Supplies	101-3005-60431	2,214.42
T-MOBILE	213680	POLICE GPS LOCATE & TIMING ADVANCE	Special Enforcement Funds	101-2001-60175	125.00
T-MOBILE	213680	POLICE GPS LOCATE & TIMING ADVANCE	Special Enforcement Funds	101-2001-60175	125.00
FRONTIER COMMUNICATIO...	213642	04/2024 - LQ PARKPHONE	Telephone - Utilities	101-3005-61300	48.93
VISIT GREATER PALM SPRINGS	213687	FY 23/24 Q4 CITY FUNDING	VGPS - Visit Greater Palm Spr...	101-3007-60151	97,348.30
OCEAN SPRINGS TECH INC	213656	LQ PARK SPLASH PAD MAINTENANCE	LQ Park Water Feature	101-3005-60554	1,320.41
TECHNOGYM USA CORP	213678	FITNESS ACCESSORIES	Operating Supplies	101-3002-60420	63.50
CV PIPELINE CORP	213636	STORMWATER LINE JETTING DESERT CL...	Professional Services	101-7003-60103	2,730.00
RIVERSIDE COUNTY SHERIFF ...	213666	02/25-03/24/24 - MOTOR FUEL CHARGES	Sheriff - Other	101-2001-60176	535.09
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Sheriff Patrol	101-2001-60161	654,145.47
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Police Overtime	101-2001-60162	18,422.78
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Target Team	101-2001-60163	151,309.07
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Community Services Officer	101-2001-60164	59,750.55
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Gang Task Force	101-2001-60166	17,150.40
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Narcotics Task Force	101-2001-60167	17,150.40
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Motor Officer	101-2001-60169	101,876.06
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Dedicated Sargeants	101-2001-60170	44,113.69
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Dedicated Lieutenant	101-2001-60171	25,496.01
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Sheriff - Mileage	101-2001-60172	36,745.63
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	Special Enforcement Funds	101-2001-60175	2,514.69
Fund 101 - GENERAL FUND Total:					1,564,107.38
Fund: 201 - GAS TAX FUND					
CRAFCO, INC	213634	ASPHALT PATCH	Asphalt	201-7003-60430	1,770.25
Fund 201 - GAS TAX FUND Total:					1,770.25
Fund: 202 - LIBRARY & MUSEUM FUND					
CONSOLIDATED ELECTRICAL ...	213633	LIGHTING PARTS FOR MUSEUM	Maintenance/Services	202-3006-60691	357.90
MERCHANTS BUILDING MAI...	213653	03/2024 - JANITORIAL SERVICES	Janitorial	202-3004-60115	3,264.32
MERCHANTS BUILDING MAI...	213653	03/2024 - JANITORIAL SERVICES	Janitorial	202-3006-60115	989.54
Fund 202 - LIBRARY & MUSEUM FUND Total:					4,611.76
Fund: 212 - SLESA (COPS) FUND					
RIVERSIDE COUNTY SHERIFF ...	213666	02/8-03/06/24 - BP #9 POLICE SERVICES	COPS Burglary/Theft Prevent...	212-0000-60179	6,086.08
Fund 212 - SLESA (COPS) FUND Total:					6,086.08
Fund: 215 - LIGHTING & LANDSCAPING FUND					
TRI-STATE MATERIALS INC	213681	HARDSCAPE MATERIALS	Materials/Supplies	215-7004-60431	1,841.14
EWING IRRIGATION PRODUC...	213640	PESTICIDES	Materials/Supplies	215-7004-60431	174.65
EWING IRRIGATION PRODUC...	213640	STAINLESS ENCLOSURE	Materials/Supplies	215-7004-60431	2,497.17
EWING IRRIGATION PRODUC...	213640	IRRIGATION PARTS	Materials/Supplies	215-7004-60431	541.12
DESERT CONCEPTS CONSTR...	213638	CITY VACANT LOTS WEED ABATEMENT	Maintenance/Services	215-7004-60691	6,000.00
CREATIVE LIGHTING & ELECT...	213635	03/2024 - LIGHTING MAINTENANCE SER...	Consultants	215-7004-60104	6,488.42
SMITH PIPE & SUPPLY CO	213671	IRRIGATION PARTS	Materials/Supplies	215-7004-60431	1,994.78
MISSION LINEN SUPPLY	213654	BLACK CAP UNIFORMS	Uniforms	215-7004-60690	750.80
CALIFORNIA DESERT NURSER...	213629	PLANTS	Materials/Supplies	215-7004-60431	301.70
PWLC II, INC	213662	TREE REMOVAL ON AVE 52 & AVE 54	Maintenance/Services	215-7004-60691	3,800.00
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					24,389.78
Fund: 221 - AB 939 - CALRECYCLE FUND					
PALMS TO PINES PRINTING	213658	RECYCLING BAG GIVEAWAYS	AB 939 Recycling Solutions	221-0000-60127	3,175.50
THE ECOHERO SHOW LLC	213679	RECYCLING/SB1383 EDUCATION FOR EL...	AB 939 Recycling Solutions	221-0000-60127	1,800.00
MACIAS NURSERY, INC.	213650	TREES FOR BENJAMIN FRANKLIN EARTH...	AB 939 Recycling Solutions	221-0000-60127	1,287.61

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
ALPHA MEDIA LLC	213625	03/2024 - RECYCLING RADIO ADS	AB 939 Recycling Solutions	221-0000-60127	3,500.00
BURRTEC ENVIRONMENTAL	213628	DUNE PALMS MOBILE PARK WATER SH...	AB 939 Recycling Solutions	221-0000-60127	1,136.66
Fund 221 - AB 939 - CALRECYCLE FUND Total:					10,899.77
Fund: 241 - HOUSING AUTHORITY					
MOYA, DANIEL	213655	LOT CLEAN UP #600-390-024 CASE # 23-...	Professional Services	241-9101-60103	4,000.00
Fund 241 - HOUSING AUTHORITY Total:					4,000.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
GANNETT CALIFORNIA LOCAL...	213643	2023-07 BID AD	Construction	401-0000-60188	2,454.00
CONSERVE LANDCARE	213632	CACTUS FLOWER LANDSCAPE RENOVAT...	Retention Payable	401-0000-20600	-17,795.70
CONSERVE LANDCARE	213632	CACTUS FLOWER LANDSCAPE RENOVAT...	Construction	401-0000-60188	355,914.00
CITY OF INDIO	213631	AVE 50 WIDENING IMPROVEMENTS RE...	Contributions to Other Agenc..	401-0000-60480	7,532.86
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					348,105.16
Fund: 501 - FACILITY & FLEET REPLACEMENT					
HILARIO, BENJAMIN	213646	VEHICLE WASHES	Vehicle Repair & Maintenanc...	501-0000-60676	470.00
AIR & HOSE SOURCE, INC.	213624	DUMP TRAILER UPFITS	Parts, Accessories, and Upfits	501-0000-60675	247.19
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					717.19
Fund: 502 - INFORMATION TECHNOLOGY					
ACORN TECHNOLOGY SERVI...	213623	INSTALLATION OF LAQRECTRAC & LAQ...	Consultants	502-0000-60104	625.00
TRITON TECHNOLOGY SOLUT...	213682	CHAMBER AV MAINTENANCE SERVICES	Maintenance Agreements	502-0000-60300	2,250.00
RINCON CONSULTANTS, INC.	213665	03/2024 GEOGRAPHIC INFORMATION S...	Software Licenses	502-0000-60301	7,847.25
VERIZON WIRELESS	213684	03/02-04/01/24 - CITY IPADS (5587)	Cell/Mobile Phones	502-0000-61301	1,255.96
FRONTIER COMMUNICATIO...	213642	04/03-05/02/24 - 2ND CITY INTERNET LI...	Cable/Internet - Utilities	502-0000-61400	2,580.00
Fund 502 - INFORMATION TECHNOLOGY Total:					14,558.21
Grand Total:					1,979,245.58

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	1,564,107.38
201 - GAS TAX FUND	1,770.25
202 - LIBRARY & MUSEUM FUND	4,611.76
212 - SLESA (COPS) FUND	6,086.08
215 - LIGHTING & LANDSCAPING FUND	24,389.78
221 - AB 939 - CALRECYCLE FUND	10,899.77
241 - HOUSING AUTHORITY	4,000.00
401 - CAPITAL IMPROVEMENT PROGRAMS	348,105.16
501 - FACILITY & FLEET REPLACEMENT	717.19
502 - INFORMATION TECHNOLOGY	14,558.21
Grand Total:	1,979,245.58

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20925	SIT Payable	10.80
101-0000-20981	United Way Deductions	32.00
101-0000-20985	Garnishments Payable	223.79
101-0000-22830	Miscellaneous Deposits	1,000.00
101-0000-42200	Leisure Enrichment	140.00
101-0000-42212	Facility Rentals	1,185.00
101-1004-60104	Consultants/Employee S...	8,076.00
101-1004-60320	Travel & Training	1,250.00
101-1007-60403	Citywide Supplies	226.83
101-2001-60109	LQ Police Volunteers	220.17
101-2001-60161	Sheriff Patrol	654,145.47
101-2001-60162	Police Overtime	18,422.78
101-2001-60163	Target Team	151,309.07
101-2001-60164	Community Services Offi...	59,750.55
101-2001-60166	Gang Task Force	17,150.40
101-2001-60167	Narcotics Task Force	17,150.40
101-2001-60169	Motor Officer	101,876.06
101-2001-60170	Dedicated Sargeants	44,113.69
101-2001-60171	Dedicated Lieutenant	25,496.01
101-2001-60172	Sheriff - Mileage	36,745.63
101-2001-60175	Special Enforcement Fu...	2,764.69
101-2001-60176	Sheriff - Other	535.09
101-2002-60691	Maintenance/Services	1,200.00
101-2002-61400	Cable/Internet - Utilities	10.56
101-3001-60135	Boys & Girls Club	10,000.00
101-3001-60510	Grants & Economic Deve...	150,000.00
101-3002-60107	Instructors	2,569.05
101-3002-60420	Operating Supplies	63.50
101-3003-60420	Operating Supplies	2,220.23
101-3005-60431	Materials/Supplies	21,320.35
101-3005-60432	Tools/Equipment	263.38
101-3005-60554	LQ Park Water Feature	1,320.41
101-3005-61300	Telephone - Utilities	48.93
101-3007-60151	VGPS - Visit Greater Palm..	97,348.30
101-3007-60320	Travel & Training	2,877.59
101-3007-60410	Printing	285.74
101-3007-60461	Marketing & Tourism Pr...	109,086.31
101-3008-60115	Janitorial	15,891.98
101-3008-60427	Safety Gear	391.48
101-3008-60691	Maintenance/Services	639.12
101-6002-60450	Advertising	613.50
101-6004-60111	Administrative Citation ...	531.67
101-6004-60125	Temporary Agency Servi...	1,545.57
101-7002-60183	Map/Plan Checking	1,168.00
101-7003-60103	Professional Services	2,730.00

Account Summary

Account Number	Account Name	Expense Amount
101-7006-60146	PM 10 - Dust Control	157.28
201-7003-60430	Asphalt	1,770.25
202-3004-60115	Janitorial	3,264.32
202-3006-60115	Janitorial	989.54
202-3006-60691	Maintenance/Services	357.90
212-0000-60179	COPS Burglary/Theft Pre...	6,086.08
215-7004-60104	Consultants	6,488.42
215-7004-60431	Materials/Supplies	7,350.56
215-7004-60690	Uniforms	750.80
215-7004-60691	Maintenance/Services	9,800.00
221-0000-60127	AB 939 Recycling Solutio...	10,899.77
241-9101-60103	Professional Services	4,000.00
401-0000-20600	Retention Payable	-17,795.70
401-0000-60188	Construction	358,368.00
401-0000-60480	Contributions to Other A...	7,532.86
501-0000-60675	Parts, Accessories, and ...	247.19
501-0000-60676	Vehicle Repair & Maint...	470.00
502-0000-60104	Consultants	625.00
502-0000-60300	Maintenance Agreements	2,250.00
502-0000-60301	Software Licenses	7,847.25
502-0000-61301	Cell/Mobile Phones	1,255.96
502-0000-61400	Cable/Internet - Utilities	2,580.00
	Grand Total:	1,979,245.58

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	1,617,490.82
201603CT	Construction Expense	La Quinta Landscape Renovation	355,914.00
201603RP	Retention Payable	La Quinta Landscape Renovation	-17,795.70
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	4,678.74
202205CB	Contribution Expense	Avenue 50 Widening Improveme	7,532.86
202216E	General PW Maint - Desert Concep...	General PW Maintenance - Deser	6,000.00
202307CT	Construction Expense	Citywide Miscellaneous ADA Imp	2,454.00
BDAYE	City Picnic & Birthday Celebration ...	City Picnic & Birthday Celebrator	240.86
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	2,730.00
	Grand Total:	1,979,245.58	

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

Demand Register



City of La Quinta

Packet: APPKT03790 - 04/26/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
SANCHEZ, STEVE	213733	3/22/24 LEAGUE PUBLIC SAFETY MEETI...	Travel & Training	101-1001-60320	187.20
MARTINEZ, TANIA	213721	FY 23/24 ANNUAL WELLNESS DOLLARS ...	Annual Wellness Dollar Reim...	101-1004-50252	200.00
PALM SPRINGS CHAPTER MIL...	213727	04/18/24 - MILITARY AWARDS LUNCHE...	Travel & Training	101-1001-60320	75.00
GARDAWORLD	213706	04/2024 - ARMORED SERVICES	Professional Services	101-1006-60103	295.05
SPARKLETTS	213735	03/20/24 & 04/03/24 DRINKING WATER	Operating Supplies	101-7003-60420	278.44
US BANK	213738	1/1-3/11/24 - CUSTODY SERVICES BANK...	Administration	101-1006-60102	824.18
PROPER SOLUTIONS INC	213730	04/12/24 - TEMP AGENCY SERVICES J.FE...	Temporary Agency Services	101-6004-60125	1,585.20
PROPER SOLUTIONS INC	213730	04/12/24 - TEMP AGENCY SERVICES AD...	Temporary Agency Services	101-1004-60125	1,366.08
INTERWEST CONSULTING G...	213715	11/2023 - INSPECTION SERVICES	Plan Checks	101-6003-60118	23,532.50
INTERWEST CONSULTING G...	213715	12/2023 - INSPECTION SERVICES	Plan Checks	101-6003-60118	24,200.00
NAI CONSULTING INC	213724	03/2024 CAPITAL IMPROVEMENT PLAN	Consultants	101-7006-60104	2,275.00
THE CONE ZONE	213736	REMAINING BAL SNOW CONES FOR CITY...	Community Experiences	101-3003-60149	2,446.88
VINTAGE ASSOCIATES	213739	04/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	101-3005-60112	65,010.00
VINTAGE ASSOCIATES	213739	4/8-4/10/24 - BEAR CREEK TRAIL MAINT...	Maintenance/Services	101-3005-60691	7,072.00
INTERWEST CONSULTING G...	213715	01/2024 - INSPECTION SERVICES	Plan Checks	101-6003-60118	24,532.50
PRYOR LEARNING, LLC	213731	EXCEL TRAINING C.GAMEZ	Travel & Training	101-6006-60320	99.00
SMITH PIPE & SUPPLY CO	213734	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	948.84
SMITH PIPE & SUPPLY CO	213734	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	470.04
SMITH PIPE & SUPPLY CO	213734	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	2,387.31
MUSCO CORPORATION	213723	SPORTS COMPLEX LIGHTING MAINTEN...	Maintenance/Services	101-3005-60691	4,894.07
WHITE CAP CONSTRUCTION ...	213741	SMALL TOOLS	Tools/Equipment	101-7003-60432	1,539.67
HIGH TECH IRRIGATION INC	213710	IRRIGATION PARTS	Materials/Supplies	101-3005-60431	385.49
PWLC II, INC	213732	04/2024 - L&L MONTHLY MAINTENANCE	Landscape Contract	101-2002-60112	1,616.00
HERNANDEZ, ALFONSO	213709	3/5-3/7/24 PLANNING COMMISSION AC...	Travel & Training	101-6002-60320	342.36
PRECISION CONCRETE CUTTI...	213729	CITY WIDE SIDEWALK INSPECTION SERV...	Professional Services	101-7003-60103	46,127.00
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water - Utilities	101-2002-61200	308.46
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water - Civic Center Park - Uti...	101-3005-61202	882.75
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water -Fritz Burns Park - Utili...	101-3005-61204	254.19
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water -Community Park - Util...	101-3005-61209	1,953.54
RUTAN & TUCKER	140	989722 - LQ VILLAGE APARTMENTS/GPA...	Attorney	101-1003-60153	5,974.00
RUTAN & TUCKER	140	989717 POWER TO THE PEOPLE FOR JPA...	Attorney	101-1003-60153	150.00
RUTAN & TUCKER	140	989718 - SPHERE OF INFLUENCE MODIF...	Attorney	101-1003-60153	27.00
RUTAN & TUCKER	140	989714 - SRR	Attorney	101-1003-60153	780.00
RUTAN & TUCKER	140	989712 - CODE ENFORCEMENT	Attorney	101-1003-60153	1,487.47
RUTAN & TUCKER	140	989710 - PERSONNEL GENERAL	Attorney	101-1003-60153	8,836.93
RUTAN & TUCKER	140	989716 - RESPONSES FOR PUBLIC RECO...	Attorney	101-1003-60153	9,367.32
RUTAN & TUCKER	140	989709 - GENERAL	Attorney	101-1003-60153	10,176.00
RUTAN & TUCKER	140	989715 - DUNE PALMS ROW	Attorney	101-1003-60153	270.00
RUTAN & TUCKER	140	989721 - SURPLUS LAND DISPOSITIONS	Attorney	101-1003-60153	189.00
RUTAN & TUCKER	140	989720 - CAMILLE BARBER ADMIN APP...	Attorney/Litigation	101-1003-60154	558.57
RUTAN & TUCKER	140	989711 - LITIGATION GENERAL	Attorney/Litigation	101-1003-60154	6,280.10
RUTAN & TUCKER	140	989719 - COATS AND KOHANFARSI STVR...	Attorney/Litigation	101-1003-60154	765.00
INTERWEST CONSULTING G...	213715	12/2023 - ONCALL BUILDING & SAFETY ...	Plan Checks	101-6003-60118	9,512.50
HOME DEPOT CREDIT SERVIC...	213711	SERVICE CART	Operating Supplies	101-1004-60420	62.04
HOME'S HOME IMPROVEME...	213719	VACUUM, WASH BRUSHES, SPRAY PAINT	Fire Station	101-2002-60670	235.69
HOME DEPOT CREDIT SERVIC...	213711	CEILING TILE FOR FS #93	Maintenance/Services	101-2002-60691	477.08
HOME DEPOT CREDIT SERVIC...	213711	CABLE TIES & VINYL NUMBERS	Operating Supplies	101-3002-60420	47.74
HOME DEPOT CREDIT SERVIC...	213711	DECK BOX	Operating Supplies	101-3002-60420	32.63
LOWE'S HOME IMPROVEME...	213719	OSCILLATING TOOL BLADES	Materials/Supplies	101-3005-60431	48.44
LOWE'S HOME IMPROVEME...	213719	CONCRETE SCREWS ANCHORS & STEEL ...	Materials/Supplies	101-3005-60431	50.91
HOME DEPOT CREDIT SERVIC...	213711	POTTING MIX SOIL, BATTERIES, SUPPLIES	Materials/Supplies	101-3005-60431	252.82
LOWE'S HOME IMPROVEME...	213719	STAPLE GUN	Tools/Equipment	101-3005-60432	48.49
HOME DEPOT CREDIT SERVIC...	213711	DRIVER SET & ADAPTER SET	Tools/Equipment	101-3005-60432	63.01

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
HOME DEPOT CREDIT SERVIC...	213711	DRILL BIT SET	Tools/Equipment	101-3005-60432	176.04
LOWE'S HOME IMPROVEME...	213719	CEMENT ROOF SEALANT	Materials/Supplies	101-3008-60431	188.74
HOME DEPOT CREDIT SERVIC...	213711	TRAPS	Materials/Supplies	101-3008-60431	173.93
LOWE'S HOME IMPROVEME...	213719	UTILITY HOOKS	Materials/Supplies	101-3008-60431	30.93
LOWE'S HOME IMPROVEME...	213719	AIR COMPRESSOR HOSE & MICROFIBER ...	Materials/Supplies	101-3008-60431	46.72
HOME DEPOT CREDIT SERVIC...	213711	CONSTRUCTION ADHESIVE	Materials/Supplies	101-3008-60431	79.34
HOME DEPOT CREDIT SERVIC...	213711	MOULDING & SHOWER DOOR	Materials/Supplies	101-3008-60431	580.15
HOME DEPOT CREDIT SERVIC...	213711	CFL LIGHT BULBS	Materials/Supplies	101-3008-60431	64.85
HOME DEPOT CREDIT SERVIC...	213711	STEEL SQUARE TUBES	Materials/Supplies	101-3008-60431	94.09
HOME DEPOT CREDIT SERVIC...	213711	PAINTING SUPPLIES	Materials/Supplies	101-3008-60431	39.59
HOME DEPOT CREDIT SERVIC...	213711	ELECTRICAL WIRE & SPRAY PAINT	Materials/Supplies	101-3008-60431	62.85
HOME DEPOT CREDIT SERVIC...	213711	LIGHT BULBS	Materials/Supplies	101-3008-60431	262.07
HOME DEPOT CREDIT SERVIC...	213711	ROOF REPAIR FABRIC, FLEX SEAL, WATE...	Materials/Supplies	101-3008-60431	157.31
HOME DEPOT CREDIT SERVIC...	213711	SUPPLIES	Materials/Supplies	101-3008-60431	30.13
HOME DEPOT CREDIT SERVIC...	213711	DISPOSABLE GLOVES & FLOOR TOILET B...	Materials/Supplies	101-3008-60431	75.68
LOWE'S HOME IMPROVEME...	213719	SILICONE CAULK	Materials/Supplies	101-3008-60431	115.56
HOME DEPOT CREDIT SERVIC...	213711	MICROFIBER CLOTHES, CERAMIC TILE C...	Materials/Supplies	101-3008-60431	160.54
HOME DEPOT CREDIT SERVIC...	213711	INTERIOR DOOR FOR LQ REALTY BUILDI...	Materials/Supplies	101-3008-60431	317.55
HOME DEPOT CREDIT SERVIC...	213711	SPRAY PAINT & CLEANING SUPPLIES	Materials/Supplies	101-3008-60431	92.44
HOME DEPOT CREDIT SERVIC...	213711	RETURN INTERIOR DOOR FOR LQ REALTY..	Materials/Supplies	101-3008-60431	-635.09
HOME DEPOT CREDIT SERVIC...	213711	INTERIOR DOOR FOR LQ REALTY BLDG	Materials/Supplies	101-3008-60431	404.01
LOWE'S HOME IMPROVEME...	213719	CEILING TILES	Materials/Supplies	101-3008-60431	131.14
LOWE'S HOME IMPROVEME...	213719	CEILING TILES	Materials/Supplies	101-3008-60431	131.14
HOME DEPOT CREDIT SERVIC...	213711	TRIGGERSHOT, POCKET KNIFE, PLIERS	Tools/Equipment	101-3008-60432	174.88
HOME DEPOT CREDIT SERVIC...	213711	ROTARY TOOL KIT	Tools/Equipment	101-3008-60432	95.08
HOME DEPOT CREDIT SERVIC...	213711	LEVERAGE WINCH PULLER, NUTS & BOL...	Tools/Equipment	101-3008-60432	169.66
HOME DEPOT CREDIT SERVIC...	213711	SUBMERSIBLE STICK WATER TRANSFER ...	Tools/Equipment	101-3008-60432	216.41
HOME DEPOT CREDIT SERVIC...	213711	NUTS & BOLTS	Operating Supplies	101-7003-60420	40.59
HOME DEPOT CREDIT SERVIC...	213711	SUPPLIES	Operating Supplies	101-7003-60420	76.03
HOME DEPOT CREDIT SERVIC...	213711	BUCKETS & ROOF TO WALL FLASHING	Operating Supplies	101-7003-60420	114.06
LOWE'S HOME IMPROVEME...	213719	SHOVELS	Tools/Equipment	101-7003-60432	70.22
HOME DEPOT CREDIT SERVIC...	213711	TOOLS FOR JOSE	Tools/Equipment	101-7003-60432	222.45
ALPHA CARD	213691	ID CARD PRINTER	Operating Supplies	101-3002-60420	4,146.10
INTERWEST CONSULTING G...	213715	01/2024 - ONCALL BUILDING & SAFETY ...	Plan Checks	101-6003-60118	24,386.25
COACHELLA VALLEY CONSER...	213697	03/2024 - MSCHP FEES	MSHCP Mitigation Fee	101-0000-20310	1,625.00
COACHELLA VALLEY CONSER...	213697	03/2024 - MSCHP FEES	CVMSHCP Admin Fee	101-0000-43631	-16.25
INTERWEST CONSULTING G...	213715	11/2023 - ONCALL BUILDING & SAFETY ...	Plan Checks	101-6003-60118	17,458.75
OCEAN SPRINGS TECH INC	213726	04/2024 - SPLASH PAD MONTHLY MAIN...	LQ Park Water Feature	101-3005-60554	2,076.00
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water - Utilities	101-2002-61200	93.63
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water -Eisenhower Park - Util..	101-3005-61203	88.08
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water -Velasco Park - Utilities	101-3005-61205	76.28
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	206.79
BUREAU VERITAS NORTH A...	213693	ON-CALL BUILDING PLAN REVIEW	Plan Checks	101-6003-60118	11,904.97
HDL COREN & CONE	213708	01/01-03/31/24 - CPI INCREASE PROPER...	Consultants	101-1006-60104	170.78
Fund 101 - GENERAL FUND Total:					337,956.96
Fund: 201 - GAS TAX FUND					
TOPS' N BARRICADES INC	213737	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	1,378.19
TOPS' N BARRICADES INC	213737	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	1,368.62
NAI CONSULTING INC	213724	03/2024 HURRICANE HILARY EMERGEN...	Road Improvements	201-7003-72111	2,800.00
ZUMAR INDUSTRIES INC	213742	STREET SIGNS	Traffic Control Signs	201-7003-60429	4,348.23
CV PIPELINE CORP	213700	STORMWATER LINE JETTING DESERT ST...	Storm Drains	201-7003-60672	2,730.00
Fund 201 - GAS TAX FUND Total:					12,625.04
Fund: 202 - LIBRARY & MUSEUM FUND					
VINTAGE ASSOCIATES	213739	04/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3004-60112	930.00
VINTAGE ASSOCIATES	213739	04/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3006-60112	194.00
KLUZ INTERNATIONAL CORP...	213716	MAKERSPACE EQUIPMENT MAINTENAN...	Maintenance/Services	202-3009-60691	1,379.60
FRONTIER COMMUNICATIO...	213704	04/13-05/12/24 - MUSEUM PHONE	Telephone - Utilities	202-3006-61300	125.89
LOWE'S HOME IMPROVEME...	213719	STEEL ROOF PANEL	Maintenance/Services	202-3006-60691	211.26
Fund 202 - LIBRARY & MUSEUM FUND Total:					2,840.75

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 215 - LIGHTING & LANDSCAPING FUND					
LANDMARK GOLF MANAGE...	213718	02/2024 - SRR PERIMETER LANDSCAPE ...	SilverRock Way Landscape	215-7004-60143	5,586.00
LANDMARK GOLF MANAGE...	213718	03/2024 - SRR PERIMETER LANDSCAPE ...	SilverRock Way Landscape	215-7004-60143	5,570.00
EWING IRRIGATION PRODUC...	213703	IRRIGATION PARTS	Materials/Supplies	215-7004-60431	941.25
DESERT GROWERS NURSERY	213702	PLANTS	Materials/Supplies	215-7004-60431	183.00
DESERT GROWERS NURSERY	213702	PLANTS	Materials/Supplies	215-7004-60431	522.00
VINTAGE ASSOCIATES	213739	04/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	215-7004-60112	12,124.00
CREATIVE LIGHTING & ELECT...	213699	04/2024 - LIGHTING MAINTENANCE SER...	Consultants	215-7004-60104	6,488.42
MACIAS NURSERY, INC.	213720	PLANTS & PALM TRESS	Materials/Supplies	215-7004-60431	9,961.50
PWLC II, INC	213732	03/4-03/12/24 - CITY VACANT LOTS WE...	Maintenance/Services	215-7004-60691	4,480.00
PWLC II, INC	213732	04/2024 - L&L MONTHLY MAINTENANCE	Landscape Contract	215-7004-60112	62,674.00
PWLC II, INC	213732	2/26-3/1/24 PLANT REPLACEMENT JEFF...	Maintenance/Services	215-7004-60691	8,000.00
PWLC II, INC	213732	4/1-4/5/24 PLANT REPLACEMENT JEFFE...	Maintenance/Services	215-7004-60691	9,600.00
PWLC II, INC	213732	4/8-4/12/24 PLANT REPLACEMENT JEFF...	Maintenance/Services	215-7004-60691	5,120.00
PWLC II, INC	213732	4/11-4/12/24 PLANTS REPLACEMENT M...	Maintenance/Services	215-7004-60691	2,560.00
FRONTIER COMMUNICATIO...	213704	04/07-05/06/24 - PHONE SERVICE	Electric - Utilities	215-7004-61116	136.49
HOME DEPOT CREDIT SERVIC...	213711	SPRAY PAINT	Supplies-Graffiti and Vandali...	215-7004-60423	43.39
HOME DEPOT CREDIT SERVIC...	213711	WEED PREVENTER & MARKING SPRAY P...	Materials/Supplies	215-7004-60431	213.33
HOME DEPOT CREDIT SERVIC...	213711	FRAMING ANCHORS & GLOVES	Materials/Supplies	215-7004-60431	69.34
LOWE'S HOME IMPROVEME...	213719	WEED PREVENTER	Materials/Supplies	215-7004-60431	55.75
LOWE'S HOME IMPROVEME...	213719	ALOE PLANTS	Materials/Supplies	215-7004-60431	257.74
LOWE'S HOME IMPROVEME...	213719	SILICONE CAULK & CONSTRUCTION ADH...	Materials/Supplies	215-7004-60431	24.75
LOWE'S HOME IMPROVEME...	213719	STRAIGHT STRUT BRACKET & BOLTS	Materials/Supplies	215-7004-60431	29.01
LOWE'S HOME IMPROVEME...	213719	DRIVER SOCKET SETS	Tools/Equipment	215-7004-60432	54.18
IMPERIAL IRRIGATION DIST	213713	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	558.24
IMPERIAL IRRIGATION DIST	213713	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	24.68
COACHELLA VALLEY WATER D..	213698	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	4,821.98
DESERT ELECTRIC SUPPLY	213701	LIGHT BULBS	Materials/Supplies	215-7004-60431	2,948.36
DESERT ELECTRIC SUPPLY	213701	FLOOD LIGHT	Materials/Supplies	215-7004-60431	90.34
DESERT ELECTRIC SUPPLY	213701	RETURN LIGHT BULBS	Materials/Supplies	215-7004-60431	-3,003.01
DESERT ELECTRIC SUPPLY	213701	LIGHT BULBS	Materials/Supplies	215-7004-60431	827.20
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					140,961.94
Fund: 224 - TUMF FUND					
COACHELLA VALLEY ASSOC O...	213696	03/2024 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	10,960.00
Fund 224 - TUMF FUND Total:					10,960.00
Fund: 241 - HOUSING AUTHORITY					
RUTAN & TUCKER	140	989713 - HOUSING AUTHORITY	Attorney	241-9101-60153	2,280.00
Fund 241 - HOUSING AUTHORITY Total:					2,280.00
Fund: 270 - ART IN PUBLIC PLACES FUND					
CARLI FINE ART CONSERVATI...	213694	APP ASSESSMENT & CONSERVATION SE...	Art Purchases	270-0000-74800	10,322.00
Fund 270 - ART IN PUBLIC PLACES FUND Total:					10,322.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
NAI CONSULTING INC	213724	03/2024 AVE 50 BRIDGE	Professional Services	401-0000-60103	257.50
NAI CONSULTING INC	213724	03/2024 LQ LANDSCAPE IMPROVEMENTS	Professional Services	401-0000-60103	1,825.00
NAI CONSULTING INC	213724	03/2024 HWY 111 REHABILITATION	Professional Services	401-0000-60103	8,790.00
NAI CONSULTING INC	213724	03/2024 PAVEMENT MANAGEMENT PL...	Professional Services	401-0000-60103	1,300.00
NAI CONSULTING INC	213724	03/2024 AVE 48 ART AND MUSIC LINE	Professional Services	401-0000-60103	387.50
NAI CONSULTING INC	213724	03/2024 DUNE PALMS BRIDGE	Professional Services	401-0000-60103	3,212.50
NAI CONSULTING INC	213724	03/2024 CITYWIDE MISCELLANEOUS AD...	Professional Services	401-0000-60103	1,362.50
NAI CONSULTING INC	213724	03/2024 HIGHWAY 111 CORRIDOR	Professional Services	401-0000-60103	500.00
NAI CONSULTING INC	213724	03/2024 DRA CITYWIDE DRAINAGE ENH...	Professional Services	401-0000-60103	560.00
NAI CONSULTING INC	213724	03/2024 VILLAGE ART/CULTURAL PLAZA	Professional Services	401-0000-60103	1,650.00
NAI CONSULTING INC	213724	03/2024 AVE 50 WIDENING IMPROVEM...	Professional Services	401-0000-60103	525.00
NAI CONSULTING INC	213724	03/2024 FRITZ BURN PARK IMPROVEM...	Professional Services	401-0000-60103	712.50
NAI CONSULTING INC	213724	03/2024 DUNE PALMS ROAD PAVEMENT..	Professional Services	401-0000-60103	1,522.50
NAI CONSULTING INC	213724	03/2024 LA QUINTA PARKS PHASE 1	Professional Services	401-0000-60103	700.00
NAI CONSULTING INC	213724	03/2024 PAVEMENT MANAGEMENT PL...	Professional Services	401-0000-60103	12,972.50
MSA CONSULTING INC	213722	HWY 111 CURB RAMP TOPOGRAPHIC S...	Technical	401-0000-60108	31,380.00
HAMMEL, GREEN, AND ABR...	213707	12/2023 - CULTURAL CAMPUS DESIGN	Design	401-0000-60185	66,330.00

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
NV5	213725	10/1-11/30/23 VILLAGE UTILITIES FEASIB..	Design	401-0000-60185	8,089.50
LANDMARK CONSULTANTS, ...	213717	3/14-3/27/24 CITYWIDE ADA IMPROVE...	Technical	401-0000-60108	1,522.80
WALTERS WHOLESALE ELECT...	213740	CABLE TIES & TAPE	Construction	401-0000-60188	120.79
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					143,720.59
Fund: 501 - FACILITY & FLEET REPLACEMENT					
POWERPLAN BF	213728	VACTRON PARTS	Parts, Accessories, and Upfits	501-0000-60675	84.80
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					84.80
Fund: 502 - INFORMATION TECHNOLOGY					
INTELESYSONE	213714	05/1-05/31/24 - PHONE SYSTEM MAINT...	Technical	502-0000-60108	3,000.00
FRONTIER COMMUNICATIO...	213704	04/04-05/03/24 - WC INTERNET	Cable/Internet - Utilities	502-0000-61400	690.00
FRONTIER COMMUNICATIO...	213704	04/04-05/03/24 - DSL SVC	Cable/Internet - Utilities	502-0000-61400	424.78
CDW GOVERNMENT INC	213695	04/26/24-04/25/25 - MERAKI CLOUD LI...	Software Licenses	502-0000-60301	555.72
Fund 502 - INFORMATION TECHNOLOGY Total:					4,670.50
Fund: 503 - PARK EQUIP & FACILITY FUND					
BELSON OUTDOORS LLC	213692	PARK BENCHES	Parks	503-0000-71060	2,735.15
Fund 503 - PARK EQUIP & FACILITY FUND Total:					2,735.15
Fund: 601 - SILVERROCK RESORT					
GARDAWORLD	213706	04/2024 - SRR ARMORED SVCS	Bank Fees	601-0000-60455	719.49
FROSTY'S AIR CONDITIONING...	213705	SRR COOLER INSTALLATION	Repair & Maintenance	601-0000-60660	4,890.00
GARDAWORLD	213706	03/2024 - SRR ARMORED SVC EXCESS IT...	Bank Fees	601-0000-60455	16.12
GARDAWORLD	213706	03/2024 - SRR ARMORED SVC TIER PRIC...	Bank Fees	601-0000-60455	216.74
LOWE'S HOME IMPROVEME...	213719	TAPE BLACK & ELECTRICAL WIRE	Repair & Maintenance	601-0000-60660	35.78
Fund 601 - SILVERROCK RESORT Total:					5,878.13
Grand Total:					675,035.86

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	337,956.96
201 - GAS TAX FUND	12,625.04
202 - LIBRARY & MUSEUM FUND	2,840.75
215 - LIGHTING & LANDSCAPING FUND	140,961.94
224 - TUMF FUND	10,960.00
241 - HOUSING AUTHORITY	2,280.00
270 - ART IN PUBLIC PLACES FUND	10,322.00
401 - CAPITAL IMPROVEMENT PROGRAMS	143,720.59
501 - FACILITY & FLEET REPLACEMENT	84.80
502 - INFORMATION TECHNOLOGY	4,670.50
503 - PARK EQUIP & FACILITY FUND	2,735.15
601 - SILVERROCK RESORT	5,878.13
Grand Total:	675,035.86

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20310	MSHCP Mitigation Fee	1,625.00
101-0000-43631	CVMSHCP Admin Fee	-16.25
101-1001-60320	Travel & Training	262.20
101-1003-60153	Attorney	37,257.72
101-1003-60154	Attorney/Litigation	7,603.67
101-1004-50252	Annual Wellness Dollar ...	200.00
101-1004-60125	Temporary Agency Servi...	1,366.08
101-1004-60420	Operating Supplies	62.04
101-1006-60102	Administration	824.18
101-1006-60103	Professional Services	295.05
101-1006-60104	Consultants	170.78
101-2002-60112	Landscape Contract	1,616.00
101-2002-60670	Fire Station	235.69
101-2002-60691	Maintenance/Services	477.08
101-2002-61200	Water - Utilities	402.09
101-3002-60420	Operating Supplies	4,226.47
101-3003-60149	Community Experiences	2,446.88
101-3005-60112	Landscape Contract	65,010.00
101-3005-60431	Materials/Supplies	4,543.85
101-3005-60432	Tools/Equipment	287.54
101-3005-60554	LQ Park Water Feature	2,076.00
101-3005-60691	Maintenance/Services	11,966.07
101-3005-61202	Water - Civic Center Park...	882.75
101-3005-61203	Water -Eisenhower Park ...	88.08
101-3005-61204	Water -Fritz Burns Park -...	254.19
101-3005-61205	Water -Velasco Park - Uti...	76.28
101-3005-61206	Water -Desert Pride - Util..	206.79
101-3005-61209	Water -Community Park ...	1,953.54
101-3008-60431	Materials/Supplies	2,603.67
101-3008-60432	Tools/Equipment	656.03
101-6002-60320	Travel & Training	342.36
101-6003-60118	Plan Checks	135,527.47
101-6004-60125	Temporary Agency Servi...	1,585.20
101-6006-60320	Travel & Training	99.00
101-7003-60103	Professional Services	46,127.00
101-7003-60420	Operating Supplies	509.12
101-7003-60432	Tools/Equipment	1,832.34
101-7006-60104	Consultants	2,275.00
201-7003-60429	Traffic Control Signs	7,095.04
201-7003-60672	Storm Drains	2,730.00
201-7003-72111	Road Improvements	2,800.00
202-3004-60112	Landscape Contract	930.00
202-3006-60112	Landscape Contract	194.00

Account Summary

Account Number	Account Name	Expense Amount
202-3006-60691	Maintenance/Services	211.26
202-3006-61300	Telephone - Utilities	125.89
202-3009-60691	Maintenance/Services	1,379.60
215-7004-60104	Consultants	6,488.42
215-7004-60112	Landscape Contract	74,798.00
215-7004-60143	SilverRock Way Landscap...	11,156.00
215-7004-60423	Supplies-Graffiti and Va...	43.39
215-7004-60431	Materials/Supplies	13,120.56
215-7004-60432	Tools/Equipment	54.18
215-7004-60691	Maintenance/Services	29,760.00
215-7004-61116	Electric - Utilities	694.73
215-7004-61117	Electric - Medians - Utilit...	24.68
215-7004-61211	Water - Medians - Utiliti...	4,821.98
224-0000-20320	TUMF Payable to CVAG	10,960.00
241-9101-60153	Attorney	2,280.00
270-0000-74800	Art Purchases	10,322.00
401-0000-60103	Professional Services	36,277.50
401-0000-60108	Technical	32,902.80
401-0000-60185	Design	74,419.50
401-0000-60188	Construction	120.79
501-0000-60675	Parts, Accessories, and ...	84.80
502-0000-60108	Technical	3,000.00
502-0000-60301	Software Licenses	555.72
502-0000-61400	Cable/Internet - Utilities	1,114.78
503-0000-71060	Parks	2,735.15
601-0000-60455	Bank Fees	952.35
601-0000-60660	Repair & Maintenance	4,925.78
	Grand Total:	675,035.86

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	483,594.05
111205P	Professional Expense	Dune Palms Bridge Imp/BRLKS-54	3,212.50
201603P	Professional Expense	La Quinta Landscape Renovation	1,825.00
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	33,884.74
201901D	Design Expense	Village Art Plaza Promenade & Ct	66,330.00
201901P	Professional Expense	Village Art Plaza Promenade & Ct	1,650.00
201902P	Professional Expense	Avenue 50 Bridge Spanning the E	257.50
201905P	Professional Expense	Highway 111 Corridor Area Plan I	500.00
202008P	Professional Expense	Avenue 48 Art and Music Line Pr	387.50
202101P	Professional Expense	Dune Palms Rd Pavement Rehab-	1,522.50
202102P	Professional Expense	Fritz Burns Park Improvements	712.50
202205P	Professional Expense	Avenue 50 Widening Improve	525.00
202206D	Design Expense	Village Utilities Undergrounding I	8,089.50
202215E	Landscape Maintenance Refurbis...	Landscape Maint Refurbishment-	4,480.00
202225P	Professional Expense	Highway 111 Rehabilitation Proje	8,790.00
202225T	Technical Expense	Highway 111 Rehabilitation Proje	31,380.00
202306P	Professional Expense	La Quinta Parks Phase I (Sports C	700.00
202307P	Professional Expense	Citywide Miscellaneous ADA Imp	1,362.50
202307T	Technical Expense	Citywide Miscellaneous ADA Imp	1,522.80
202315P	Professional Expense	FY22/23 Pavement Management	1,300.00
202316P	Professional Expense	FY23/24 Pavement Management	12,972.50
202320P	Cyclone Hilary Professional Expense	Tropical Cyclone Hilary	2,800.00
2324DRAP	Professional Expense	FY 23/24 Citywide Drainage Enha	560.00
2324TMICT	Construction Expense	FY23/24 Traffic Maintenance Imp	120.79
BDAYE	City Picnic & Birthday Celebration ...	City Picnic & Birthday Celebrator	2,446.88
CSA152E	CSA 152 Expenses	CSA 152 Project Tracking	2,730.00

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
MAKERE	Makerspace Expense	Makerspace Tracking	1,379.60
	Grand Total:	675,035.86	

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

City of La Quinta

Bank Transactions 04/08/2024-04/26/2024

Wire Transaction

Listed below are the wire transfers from 04/08/2024-04/26/2024.

Wire Transfers:

04/12/2024 - WIRE TRANSFER - CALPERS	\$259.34
04/12/2024 - WIRE TRANSFER - CALPERS	\$433.83
04/12/2024 - WIRE TRANSFER - CALPERS	\$5,782.55
04/12/2024 - WIRE TRANSFER - CALPERS	\$15,327.08
04/12/2024 - WIRE TRANSFER - CALPERS	\$29,944.21
04/12/2024 - WIRE TRANSFER - LQCEA	\$477.00
04/12/2024 - WIRE TRANSFER - MISSION SQUARE	\$4,125.00
04/12/2024 - WIRE TRANSFER - MISSION SQUARE	\$12,943.19
04/15/2024 - WIRE TRANSFER - MIDAMERICA	\$19,066.88
04/16/2024 - WIRE TRANSFER - STERLING	\$1,337.47
04/18/2024 - WIRE TRANSFER - LANDMARK	\$211,149.48
04/26/2024 - WIRE TRANSFER - CALPERS	\$631.49
04/26/2024 - WIRE TRANSFER - CALPERS	\$5,792.31
04/26/2024 - WIRE TRANSFER - CALPERS	\$15,258.88
04/26/2024 - WIRE TRANSFER - CALPERS	\$30,056.35
04/26/2024 - WIRE TRANSFER - LQCEA	\$468.00
04/26/2024 - WIRE TRANSFER - MISSION SQUARE	\$4,025.00
04/26/2024 - WIRE TRANSFER - MISSION SQUARE	\$12,943.19
TOTAL WIRE TRANSFERS OUT	<u>\$370,021.25</u>

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City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE AGREEMENT FOR CONTRACT SERVICES WITH VISUAL EDGE IT FOR MANAGED INFORMATION TECHNOLOGY SERVICES

RECOMMENDATION

Approve Agreement for Contract Services with Visual Edge IT for Managed Information Technology Services; and authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

- In February 2024, the City published a Request for Proposals (RFP) for Managed Information Technology (IT) Services; 13 responses were received; and Visual Edge IT (Visual Edge) was selected as the most qualified and competitive vendor.
- Visual Edge would provide onsite IT, project management, disaster recovery services, cybersecurity management, and assist with IT asset management and procurement of IT related products.
- The current IT contract with Acorn Technology Group expires June 30, 2024, and if needed, services will be extended on a month-to-month basis to ensure a seamless transition of IT services.

FISCAL IMPACT

Total costs are \$2,310,000 over the five-year term, which include a one-time onboarding and implementation fee. Funds are available and will be budgeted in Account No. 502-0000-60104 (Consultants).

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

Fiscal Year	Description	Cost
2024/25 2023/24	Onboarding and Implementation (one-time cost)	\$49,178
2024/25	Foundation Management Services	\$398,136
2025/26	Foundation Management Services	\$398,136
2026/27	Foundation Management Services	\$398,136
2027/28	Foundation Management Services (includes 5% increase)	\$418,043
2028/29	Foundation Management Services (includes 5% compounding increase)	\$438,945
N/A	Contingency (equipment, software, etc.)	\$209,426
	GRAND TOTAL:	\$2,310,000

BACKGROUND/ANALYSIS

In February 2024, staff solicited RFPs for IT services and received thirteen (13) responses. Four (4) firms were interviewed, and Visual Edge was selected as the most qualified and competitive firm.

Visual Edge is based out of San Bernardino, California, with a local office in Palm Desert. The proposed agreement provides on-site staffing of one full-time network engineer, one full-time IT Technician, access to 24/7 remote helpdesk support, assistance with IT procurement services, cybersecurity services, project management, budget management, and disaster recovery support, as outlined in the agreement enclosed as Attachment 1.

ALTERNATIVES

Council may elect to not approve this agreement or make modifications. However, staff does not recommend an alternative due to Visual Edge's cost-competitive proposal and familiarity with the work to be performed.

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

Attachment: 1. Agreement for Contract Services with Visual Edge IT

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 **VISUAL EDGE IT, a Delaware Corporation**, with a place of business at **36943 Cook Street, Suite H-103, Palm Desert, California 92211** ("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 **MANAGED IT SERVICES**, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

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

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

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

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

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

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

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

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

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with "Exhibit B" (the "Schedule of Compensation") in a total amount not to exceed **Two Million Three Hundred Ten Thousand Dollars (\$2,310,000)**, 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 **July 1, 2024, and terminate on June 30, 2029** ("Initial 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) Visual Edge IT
650 E Hospitality Lane #500
San Bernardino, CA 92408
ATTN: Chris Sanchez

- (b) City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
ATTN: City Manager’s Office

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

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

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of the 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 of any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without

the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

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

To Contracting Party:

VISUAL EDGE IT, INC.
Attention: Amanda Maze
36943 Cook Street, Suite H-103
Palm Desert, California 92211

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,
a California Municipal Corporation

VISUAL EDGE IT, INC.
a Delaware Corporation

JON McMILLEN, City Manager
City of La Quinta, California

JUDITH JARVIS, Area Vice President
Palm Desert, California

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

[See Attached]



We have prepared a quote for you

RFP CM2024-001 - Managed IT Services

Quote # 028622
Version 1

Prepared for:

City of La Quinta

Prepared by:

Visual Edge IT

Visual Edge Foundation Management Services

Description	Recurring	Qty	Ext. Recurring
Managed Services Bundle	\$33,178.00	1	\$33,178.00
Visual Edge Foundation - Desktop Management Support Coverage Summary (Remote Only): <ul style="list-style-type: none"> • 24x7x365 Monitoring and alerting of covered devices by Network Operations Center (NOC) • Advanced Endpoint Protection, Detection, Response & Remediation Protection <ul style="list-style-type: none"> ○ Managed Detection & Response - monitored 24/7 by Security Operations Center (SOC) ○ AI and Heuristic Learning for advanced virus detection and identifying unusual network behavior • Preventative maintenance - Patching and Updates • Unlimited Remote Command Center Support, Mon - Fri, 8:00am to 5:00pm. PST • After hours labor is billable 		180	
Visual Edge Foundation - Server Management Support Coverage Summary (Remote Only): <ul style="list-style-type: none"> • 24x7x365 Monitoring and alerting of covered devices by Network Operations Center (NOC) • Advanced Endpoint Protection, Detection, Response & Remediation Protection <ul style="list-style-type: none"> ○ Managed Detection & Response - monitored 24/7 by Security Operations Center (SOC) ○ AI and Heuristic Learning for advanced virus detection and identifying unusual network behavior • Preventative maintenance - Patching and Updates • Unlimited Remote Command Center Support, Mon - Fri, 8:00am to 5:00pm. PST • After hours labor is billable 		16	
Visual Edge Foundation - Host Server Management Support Coverage Summary (Remote Only): <ul style="list-style-type: none"> • 24x7x365 Monitoring and alerting of covered devices by Network Operations Center (NOC) • Preventative maintenance - Patching and Updates • Unlimited Remote Command Center Support, Mon - Fri, 8:00am to 5:00pm. PST • After hours labor is billable 		6	

Visual Edge Foundation Management Services

Description	Recurring	Qty	Ext. Recurring
<p>Visual Edge Foundation - Network Monitoring and Management Support - Base Package</p> <p>Support Coverage Summary (Remote Only): Includes:</p> <ul style="list-style-type: none"> • 24x7x365 Security & Performance Monitoring by Network Operations Center (NOC) • 3 Managed Network Devices per location* such as firewalls, routers, switches, and wireless controllers. • Monitoring includes tracking availability, performance metrics, and generating alerts when issues arise. <ul style="list-style-type: none"> ○ Uptime/Downtime Monitoring ○ LAN, WAN, VPN and Multi Site Monitoring ○ Port Level Network Device Monitoring • Basic troubleshooting of Managed Network**: <ul style="list-style-type: none"> ○ Identify, diagnose and resolve network and Managed Network Device issues • Device configuration management**: <ul style="list-style-type: none"> ○ To include backing up configurations and restoring them if necessary of the Managed Network Devices. • Reporting: Network performance and availability** <ul style="list-style-type: none"> ○ Bandwidth utilization ○ Device availability • Command Center Support available, Mon-Fri, 8:00am to 5:00pm. • Onsite Labor is billable. <p>*Additional Network Devices and locations will be reconciled at time of Onboarding.</p>		1	
<p>Breach Prevention Compliance and Cyber Security Training Service 151- 200 Users</p>		1	

Visual Edge Foundation Management Services

Description	Recurring	Qty	Ext. Recurring
Mobile Device Management - Per Device/User Support Coverage Summary (Remote Only): <ul style="list-style-type: none"> • Remote management of mobile devices, including the following: <ul style="list-style-type: none"> ○ Automatic User Enrollment for new devices (existing devices will need to be added to MDM manually) ○ Automatic Provisioning and Deprovisioning for new devices ○ Lockdown in case the device is lost or stolen ○ Remote wipe ○ Remote restart ○ Automatic and Manual Application Deployment (applications must be available in the respective device's app store) ○ Application of Limited Security Policies ○ Application of Limited Content Filtering • Unlimited Remote Command Center Support, Mon - Fri, 8:00am to 5:00pm. PST • After hours labor is billable 		81	
Sys Admin Engineering Resource - Full Time (5 days per week)		1	
Tier 1/2 On-Site Engineering		1	
Monthly Subtotal:			\$33,178.00

Visual Edge IT Onboarding Services - One Time Investment

Description	Price	Qty	Ext. Price
Visual Edge IT™ Onboarding Services	\$49,178.00	1	\$49,178.00
Visual Edge IT™ Onboarding Services			
Subtotal:			\$49,178.00

Managed IT Services and Projects Overview

Terms of Agreement

- This agreement is between City of La Quinta, herein referred to as Client, and **Visual Edge IT**, hereinafter referred to as Service Provider.
- This agreement will be effective upon the date signed, unless otherwise stated.
- This agreement shall remain in force for a period of **60** months.
- Contract term is 5 years. Monthly rate is fixed for 3 years with the exclusion of merit increases for the onsite staff (to be negotiated and agreed upon by the City of La Quinta and VEIT).
- Contract annual increases, following initial 3 year fixed term, will be at 5%.
- Contract prices and fees may be subject to change after the initial and subsequent terms.
- The Professional Services hours listed in the proposal are an approximation of the project requirements as described by the client.
- The actual cost may change after commencement of the project if unforeseen circumstances are encountered.
- The client will be informed of any changes in cost in advance.
- Any additional services requested by the company that are not covered by the project parameters will incur additional fees.
- By endorsing, you agree to the Terms and Conditions of the Master Services Agreement.
<https://visualedgeit.com/myMSA/>

Payment Terms:

Current Clients:

- Current customers in good standing, or a new customer who demonstrates credit worthiness (via a credit report), do not require a deposit.
- VEIT may require milestone (progress) billing for labor for projects projected to last longer than 30 days.
- Hardware will be invoiced upon delivery to the customer.
- New customers (or previous customers who have not had an invoice generated in more than 12 months), or customers with current or previous payment challenges, a deposit invoice will be generated for the full invoice amount.

NET New Clients:

- 100% of order invoice total payment must be received before any product is ordered or any work begins.
- For projects projected to last longer than 30 days, milestone invoicing will be defined and completed.

For Managed Services/Onboarding:

- 100% of Onboarding fee will be invoiced and received before onboarding can begin. The first MRR invoice will be sent 30 days after onboarding begins.

Deposit Exceptions:

- Public, State, City, Federal, Nation, and Educational entities - must provide a Purchase Order.
- Leases, Project and Implementation-As-A-Service, and Installation Payment Agreement orders – must have signed agreements.

Taxes, Shipping, and Fees

- All taxes, shipping, and handling fees on quote are estimated.
- Billing Invoice will have all actual taxes, shipping and fees.
- We reserve the right to cancel orders arising from pricing changes, availability, or other updates or errors.
- We specifically disclaim any and all warranties, expressed or implied, including but not limited to any licensed products.
- We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, nor damages related to this agreement.

RFP CM2024-001 - Managed IT Services

Quote Information:

Quote #: 028622

Version: 1

Delivery Date: 04/22/2024

Expiration Date: 05/03/2024

Prepared for:

City of La Quinta

78495 Calle Tampico

La Quinta, CA 92253

Prepared by:

Visual Edge IT

Chris Sanchez

(866) 863-2266

csanchez@visualedgeit.com



Quote Summary

Description	Amount
Visual Edge IT Onboarding Services - One Time Investment	\$49,178.00
Total:	\$49,178.00

Monthly Expenses Summary

Description	Amount
Visual Edge Foundation Management Services	\$33,178.00
Monthly Total:	\$33,178.00

All taxes, shipping, and handling fees on quote are estimated.

Billing Invoice will have all actual taxes, shipping and fees.

By endorsing, you agree to the Terms and Conditions of the Master Services Agreement.

<https://visualedgeit.com/myMSA/>

Visual Edge IT

Signature: 

Name: Christopher Sanchez

Title: Customer Success Specialist

Date: 04/22/2024

City of La Quinta

Signature: _____

Name: _____

Date: _____

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed **Two Million Three Hundred Ten Thousand (\$2,310,000)** (“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.

502-0000-60104 (Consultants) - \$2,310,000

Fiscal Year	Description	Cost
2024/25	Onboarding and Implementation (one-time cost)	\$49,178
2024/25	Foundation Management Services	\$398,136
2025/26	Foundation Management Services	\$398,136
2026/27	Foundation Management Services	\$398,136
2027/28	Foundation Management Services (includes 5% increase)	\$418,043
2028/29	Foundation Management Services (includes 5% compounding increase)	\$438,945
N/A	Contingency (equipment, software, etc.)	\$209,426
	GRAND TOTAL:	\$2,310,000

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

Data Access/Storage: All data accessed or stored will be on secure servers located inside of the United States, with zero exception.

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.

City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE MEMORANDUM OF UNDERSTANDING WITH GREATER COACHELLA VALLEY CHAMBER OF COMMERCE FOR FISCAL YEAR 2024/25

RECOMMENDATION

Approve a Memorandum of Understanding with the Greater Coachella Valley Chamber of Commerce for fiscal year 2024/25; and authorize the City Manager to execute the document.

EXECUTIVE SUMMARY

- The City has had annual service agreements with the La Quinta Chamber of Commerce or the Greater Coachella Valley Chamber of Commerce (Chamber) since 1991 to support business development, retention, and tourism.
- Per the proposed Memorandum of Understanding (MOU) (Attachment 1) the City would assist in funding State of the City, Hot Rod & Custom Car Show, and business engagement for approximately \$40,500.
- The Gem both printed and digitally, will be distributed monthly to residents in La Quinta with exclusive City content and educational material related to Senate Bill 1383 (California’s Short-Lived Climate Pollutant Reduction) regulations for a total of 12 city pages for 9 months of the year and 10 city pages for 3 months of the year for a total of \$134,089.

FISCAL IMPACT

Fiscal Year (FY)2024/25 budget would allocate funds for Chamber services in the Marketing & Tourism Promotions account (No. 101-3007-60461) and AB 939 Recycling Solutions account (No. 221-0000-60127). The fiscal impact breakdown is as follows:

State of the City	\$22,500	Increase \$7,500	Venue rental and food cost increase
Hot Rod & Custom Car Show	\$10,000	No Change	Proposed options for elevated event
Business Engagement	\$8,000	No Change	Same as last FY
The Gem Publication	\$133,089	No Change	Same as last FY

The Gem Digital Version	\$1,000	Maintenance Fee	Last year's set up fee was \$7,500
TOTAL for FY 24/25	\$174,589 w/o Options		
Option 1: LED signage at Car Show	\$3,000	Additional option if council approves	LED wayfinding sign and video wall
Option 2: Additional audio at Car Show	\$2,750	Additional option if council approves	Addition of 6 perimeter speakers.

Allocation of funds is as follows:

- Marketing & Tourism account (No. 101-3007-60461) = \$150,589
 - Options would be allocated under Marketing & Tourism account
- AB 939 Recycling Solutions account (No. 221-0000-60127) = \$24,000

BACKGROUND/ANALYSIS

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

1. The Gem Newsletter

- a. Monthly Community newsletter circulated by mail to residences within La Quinta and includes digital format and distribution (i.e. email blasts, social media)

2. State of the City

- a. Presentation by Mayor and Council of city progress and ongoing development efforts
- b. Mayor and Council present business awards as determined by a process agreed to by both parties.
- c. GCVCC would stage this annual event; City staff would design and approve format and content

3. 16th Annual Hot Rod & Custom Car Show Sponsorship

- a. Community Event: annual car show at La Quinta Community Park.
 - i. Projected event parameters include:
 - a. 80-150 vehicle entries;
 - b. 8-25 food/retail vendors and alcohol sales;
 - c. Live entertainment during the event; and
 - d. La Quinta auto dealership inclusion.
- b. City Title Sponsorship, which includes: event materials branding (both print and digital), press release inclusion, and drive market promotion (in San Diego and Orange Counties)

4. Business Development

- a. Business Outreach/Services
 - i. Ombudsman-like Services

- ii. Strategic Advertising/Public Relations
- iii. Regional Investment
- iv. Workforce and Business Development
- v. Data Collection of City's Businesses

ALTERNATIVES

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

Prepared by: Marcie Graham, Marketing Manager
Approved by: Gil Villalpando, Director of Business and Housing

Attachment: 1. Memorandum of Understanding with the Greater Coachella Valley Chamber of Commerce

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA QUINTA AND
GREATER COACHELLA VALLEY CHAMBER OF COMMERCE**

This Memorandum of Understanding (“MOU”) is made by and between the CITY OF LA QUINTA, a California municipal corporation (“CITY”), and GREATER COACHELLA VALLEY CHAMBER OF COMMERCE (“CHAMBER” and, along with CITY, sometimes referred to as the “parties”), with respect to the following:

RECITALS

WHEREAS, the CITY, in strategically advancing its interests, requires certain professional promotional services rendered in coordination with the local business community and

WHEREAS, the CHAMBER is qualified by virtue of experience, training, education, product offering, and expertise to provide these services, and has agreed to provide same as reflected herein;

NOW, THEREFORE, CITY and CHAMBER agree to the following:

1.0 TERM OF MEMORANDUM.

1.1 All Recitals set out above are true and correct.

1.2 This MOU is to remain in effect for 1 (one) year following its execution by the parties. This MOU may be terminated at any time by any of the parties to the MOU with a 30 (thirty) day written notice to the remaining party.

2.0 OBLIGATIONS OF THE CHAMBER.

2.1 The CHAMBER will provide the services listed on Exhibit A attached and incorporated (“CHAMBER obligations”).

2.2. Notwithstanding any other provisions in this MOU, the CHAMBER shall not use, nor may the CHAMBER authorize the use of, any funds or other subsidy (of whatever kind) provided by the CITY pursuant to this MOU or any other agreement with the CITY, including but not limited to any funds or other subsidies provided by the CITY for the “CHAMBER obligations” listed in Exhibits A and “CITY obligations” listed in Exhibit B, to advocate to any person or entity (of whatever organization whatsoever, including but not limited to, sole proprietors, unincorporated associations, limited liability companies, corporations, businesses and public agencies) a position or vote either in favor of or against any measure placed on the ballot for the November 8, 2024 General Election, including but not limited to the measure placed on the ballot by the La Quinta City Council asking the City’s electorate to vote on a proposed 1% transactions and use (“sales”) tax rate increase. It is expressly

understood and agreed by the CHAMBER that, pursuant to California law, public resources may not be used to advocate or “mount a campaign” in favor of or against any ballot measure.

2.3 If the CHAMBER uses or is alleged to have used, or authorizes the use of or allegedly authorizes the use of, any funds or any other subsidy (of whatever kind) provided by the CITY in violation of Section 2.2 above, the CHAMBER shall: (a) Immediately cease and desist from continuing the violation or alleged violation of Section 2.2 above, (b) Immediately use other funds or subsidies that are not provided by the CITY to pay for or otherwise subsidize the services rendered that are, were, or alleged to have been in violation of Section 2.2 above, (c) Immediately, without reservation or rights or delay, return to the CITY any and all funds and other subsidies provided by the CITY for the services rendered that are, were, or alleged to have been in violation of Section 2.2 above, and (d) Refrain from performing under this MOU, including but not limited to refraining from performing the “CHAMBER obligations” listed in Exhibits A, unless and until the CHAMBER complies with this Section 2.3 and the CITY authorizes in writing the continuance of performance under this MOU. The CITY shall have no obligation to provide any funds or other subsidies (of whatever kind) under this MOU or any other agreement with the CITY unless and until any violation or alleged violation of Section 2.2 above has been cured as determined by the CITY in its reasonable discretion. The CITY shall have all rights and remedies available at law or in equity, including but not limited to declaratory and injunctive relief, as well as the rights available under this MOU, including but not limited to the indemnity provided in Section 4.0 below, to enforce the provisions herein. In addition to the other provisions in this MOU, this Section and Section 2.2 shall survive the termination or expiration of this MOU.

3.0 OBLIGATIONS OF CITY. CITY will provide the services listed on Exhibit B attached and incorporated (“CITY obligations”).

4.0 MUTUAL INDEMNITY AND RELEASE. The CITY and CHAMBER each hereby agree to indemnify, defend, and hold harmless the other party and its officers, employees, agents, and authorized volunteers (collectively, “Indemnitees”) from and against any and all claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys’ fees and costs of litigation (collectively “Claims”) arising out of and/or in any way relating to the indemnifying party’s activities in the performance of this MOU, or to the indemnifying party’s acts and/or omissions in providing or administering the same, excepting only those Claims arising out of the sole negligence or willful misconduct of the Indemnitees. This MOU is not intended to and specifically does not create joint and several liability.

5.0 INSURANCE. The parties agree to provide insurance in accordance with the provisions of this Section.

5.1 CITY’S Insurance Obligation. Without limiting the indemnification provisions provided herein, CITY, at its sole expense, shall obtain and keep in force during the term of this MOU and any extensions thereof, a policy or policies of general liability insurance, or equivalent thereof, covering all injuries to persons and damage to property resulting from any actions or omissions of the CITY in accordance with the terms of this MOU. Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be

rated A-/VIII or better by ambest.com. At the CITY's option, CITY shall be allowed to self-insure the insurance coverage as required above.

5.2 CHAMBER'S Insurance Obligation. Without limiting the indemnification provisions provided herein, CHAMBER, at its sole expense, shall obtain and keep in force during the term of this MOU and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property resulting from any actions or omissions of CHAMBER in accordance with the terms of this MOU. The policy or policies evidencing such insurance shall be endorsed to name the CITY, its officials, officers, employees, and agents as additional insured, shall provide that same may not be cancelled or amended without thirty (30) days prior notice to CITY, and shall provide for a combined single limit coverage of bodily injury and property damage in the amount of not less than One Million Dollars (\$1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and be rated A-/VIII or better by ambest.com. Prior to the Commencement Date of this MOU, and upon renewal of such policies, CHAMBER shall submit to CITY certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect.

a.0 ADDITIONAL PROVISIONS.

a.1 In all cases, the language in all parts of this MOU shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this MOU.

a.2 This MOU contains the entire agreement of the parties with respect to the subject matters identified in this MOU and supersedes any prior oral or written statements or agreements between the parties with respect to the subject matters identified in this MOU.

a.3 No termination or expiration of this MOU shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination or expiration of this MOU.

a.4 In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this MOU, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

a.5 No waiver of any term or condition of this MOU shall be a continuing waiver thereof.

a.6 This MOU is not intended to and does not create any partnership or joint venture between the parties, and each party remains an independent contractor as to the other. Each party shall bear its own liability and there is no joint and several liability as a result of this MOU.

[signature on following page]

IN WITNESS WHEREOF, the City and Chamber have executed this MOU to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation

**GREATER COACHELLA VALLEY CHAMBER
OF COMMERCE**

JON McMILLEN, City Manager
City of La Quinta, California

Brandon Marley, President
Greater Coachella Valley Chamber of Commerce

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"

Obligations of CHAMBER

1. The Gem Newsletter

- a. Community Newsletter with circulation by mail to residences and businesses within La Quinta with a monthly frequency and includes digital format and distribution (i.e. email blasts, social media)
- b. City reserves the option to purchase ad space with exclusive pricing that includes:
 - (9) Months at : \$110,088
 - 36 Pages
 - 12 Months
 - Qty. 21,000 & Bulk Mail/Addressing

 - (3) Months at: \$23,001
 - 32 Pages
 - 12 Months
 - Qty. 16,000 & EDDM Postage

 - Digital Version: \$1,000

2. State of the City - \$22,500

- a. Presentation by Mayor and Council of city progress and on-going development efforts.
- b. Mayor and Council will also present business awards as determined by a process agreed to by both parties.
- c. GCVCC would stage this annual event; city staff would design and approve format and content

3. 15th Annual Hot Rod & Custom Car Show Sponsorship - \$10,000

- a. Community Event: annual car show at La Quinta Community Park.
 - i. Projected event parameters include:
 - a. 80-150 vehicle entries;
 - b. 8-25 food/retail vendors and alcohol sales;
 - c. Live entertainment during the event; and
 - d. La Quinta auto dealership inclusion.
- b. City Title Sponsorship, which includes: event materials branding (both print and digital), press release inclusion, and drive market promotion (in San Diego and Orange Counties)

4. Business Development - \$8,000

- a. Business Outreach/Services
 - i. Ombudsman-like Services
 - ii. Strategic Advertising/PR
 - iii. Regional Investment
 - iv. Workforce and Business Development
 - v. Data Collection of City's Businesses
 - vi. Minimum of (10) in-person business connect type meetings per month
 - vii. (2) Business education workshops per year for businesses

Grand Total: \$174,589

CHAMBER shall submit monthly invoices to CITY. Such invoices shall be reviewed by a principal member of CHAMBER specifying that the payment requested is for work performed in accordance with the terms of this MOU. CITY will pay CHAMBER for all expenses stated thereon which are approved by CITY and in accordance with this MOU no later than thirty (30) days after invoices are received by the CITY.

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City of La Quinta

CITY COUNCIL MEETING: May 7, 2024

STAFF REPORT

AGENDA TITLE: APPROVE COOPERATIVE AGREEMENT WITH COUNTY OF RIVERSIDE TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES AND APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITIES OF INDIO, LA QUINTA, COACHELLA, AND COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

RECOMMENDATION

- A. Approve a Cooperative Agreement with the County of Riverside to provide fire protection, fire prevention, rescue, fire marshal and medical emergency services; and authorize the City Manager to execute the Agreement.

- B. Approve Cooperative Agreement between the Cities of Indio, La Quinta, Coachella, and the County of Riverside to share the cost of a ladder truck company; and authorize the City Manager to execute the Agreement.

EXECUTIVE SUMMARY

- The City contracts with the County of Riverside (County) for fire services.

- The current Cooperative Agreement with the County for fire and medical emergency services (Fire Service Agreement) will expire on June 30, 2024. The proposed Fire Services Agreement (Attachment 1) term is from July 1, 2024, to June 30, 2029.

- The current Cooperative Agreement between the Cities of Indio, La Quinta, Coachella and the County for ladder truck cost sharing (Ladder Truck Agreement) will expire on June 30, 2024. The proposed Ladder Truck Agreement (Attachment 2) term is from July 1 2024, to June 30, 2029 and includes ladder truck staffing and maintenance costs.

FISCAL IMPACT

Cost for fire services is estimated at approximately \$9,434,448, for Fiscal Year (FY) 2024/25, including the cost of the ladder truck agreement. The annual fire property tax revenue is estimated to cover all costs for FY 2024/25. For each subsequent year after FY 2024/25, the County has included an approximated increase of 8.5%. Should expenses exceed the fire property tax revenue, the difference will come from the fire reserve balance.

BACKGROUND/ANALYSIS

Since 1986, the City has contracted fire services from the County, which in turn has an agreement with the California Department of Forestry and Fire Protection to provide fire services. The contract provides fire staffing for all three City fire stations, 24 hours a day, assigned to the City and Battalion Chief support to oversee day to day operations. In addition, the contract provides three Fire Marshal positions, including a Fire Marshal Supervisor, Specialist, and Inspector.

Since 2006, the City has participated in a cooperative agreement to operate a ladder truck for the mutual benefit of the Cities of La Quinta, Indio, Coachella and County. The cost allocation remains the same: the City of Indio contributes 50%, the County 25%, and the cities of Coachella and La Quinta each pay 12.5% of the actual cost of staffing and ladder truck maintenance. The estimated cost for FY 2024/25 is \$271,515. On September 15, 2020, the City approved the acquisition of a replacement ladder truck, the new truck is currently delayed due to litigation with the manufacturer.

Approval of the proposed agreements represents a continuation of current service levels. In late 2021, Council approved to have a dedicated fire inspector for the City. Also, Council approved in June 2023 a dedicated fire supervisor for the City. In addition to these staffing changes, fire station 93 was approved to adopt municipal staffing, increasing staffing levels in October 2023.

The proposed agreements increase the term limits from 3-years to 5-years, running from July 1, 2024, to June 30, 2029, in accordance with the City's Purchasing and Contracting Policy.

ALTERNATIVES

As the existing agreements expire June 30, 2024, and fire services are essential to public safety, staff does not recommend an alternative.

Prepared by: Lisa Chastain, Public Safety Management Analyst
Approved by: Martha Mendez, Public Safety Deputy Director

Attachments: 1. Fire Cooperative Agreement
2. Fire Ladder Truck Agreement

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF LA QUINTA**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as “COUNTY”) and the City of La Quinta, a municipal corporation (hereinafter referred to as “CITY”), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement (“CAL FIRE Agreement”) with the California Department of Forestry and Fire Protection (“CAL FIRE”) to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called “Fire Services”). This Agreement is entered into pursuant to the authority granted by Government Code section 55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY’s ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the County Board of Supervisors, or his/her designee (hereinafter referred to as “Chief”), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit “A,” attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison (“Fire Liaison”). The Chief may delegate certain authority to the Fire Liaison, as the Chief’s duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit “A.”

C. The Chief Deputy County Fire shall be the COUNTY Contract Administrator and is the liaison for the administration of this agreement.

D. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein. This flexibility shall include staffing challenges. The CITY shall be notified of any changes in classifications provided that differ from the Exhibit “A.”

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days' written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; (3) The number of employees, by classification, affected by the proposed increase or decrease; and (4) the date the Notice is sent to COUNTY. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section 51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit “A” that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibits “A” and “C” approved by the parties hereto.

E. Chief Deputy County Fire, as the COUNTY Contract Administrator, may be authorized to negotiate and execute any amendments to Exhibit “A” or Exhibit “C” of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a “Contract Administrator” who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit “A” or “C” on behalf of CITY.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “B” are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “C” are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “D” are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure or is requested by the CITY, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Two Hundred Eighty-Five Dollars (\$2,285) per day, or Fifteen Thousand Nine Hundred Ninety-Five Dollars (\$15,995) per week, not including equipment.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit “D”), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance No. 671 (Establishing Consolidated Fees For Land Use and Related Functions). Any services not provided for under Ordinance No. 671 will be at a cost to the CITY based upon the COUNTY-approved productive hourly rate for cost recovery.

K. In the event that a COUNTY owned squad, patrol (Type VI), or light vehicle is requested by the CITY for temporary operational use, the COUNTY Fire Chief or Chief Deputy County Fire may allow use of a COUNTY squad, patrol (Type VI), or light vehicle, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY squad, patrol (Type VI) or light vehicle as follows.

1. The squad rental fee shall be Fifty-two Dollars (\$52) per day; or Three Hundred Sixty-two Dollars (\$362) per week, not including equipment or fuel.
2. The patrol rental fee shall be Sixty-seven Dollars (\$67) per day; or Four Hundred Seventy-one Dollars (\$471) per week, not including equipment or fuel.
3. The light vehicle rental fee shall be Twenty-nine Dollars (\$29) per day; or Two Hundred Four Dollars (\$204) per week, not including equipment or fuel.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2024, to June 30, 2029.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code section 55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health

and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, County Ordinance No. 787.10, Section 5.D.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150 et seq. as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of La Quinta from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7.)

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a “Contract Administrator” who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief or County Contract Administrator that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm’s length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims that involve CAL FIRE employees, the claims shall be submitted to State of California Office of Risk and Insurance Management Department of General Services directly for processing.

SECTION XIV: ATTORNEYS’ FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party’s costs and expenses, including reasonable attorneys’ fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE

Riverside County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

CITY OF LA QUINTA

City Manager
78–495 Calle Tampico
La Quinta, CA 92253

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: PUBLIC RECORDS ACT REQUESTS

The parties understand and acknowledge that, as public agencies, COUNTY and CITY are required to comply with the Public Records Act (“PRA,” Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

SECTION XVII: ELECTRONIC SIGNATURE

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The parties further agree that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SECTION XVIII: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF LA QUINTA

Dated: _____

By: _____
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN
Deputy County Counsel

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED APRIL 1, 2024 FOR FY2024/2025

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
STA #32												
Medic Engine	269,261	1	237,365	1	410,127	2	466,528	2	1,383,282	6		
STA #70												
Medic Engine	269,261	1	237,365	1	410,127	2	466,528	2	1,383,282	6		
STA #93												
Medic Engine	538,523	2	237,365	1	267,899	1	205,064	1	233,264	1	1,482,115	6
Fixed Relief	269,261	1	237,365	1			233,264	1	739,891	3		
Vac. Relief - Engine			237,365	1	267,899	1	233,264	1	738,528	3		
66-HR Workweek	269,261	1	237,365	1			233,264	1	739,891	3		
SUBTOTALS	1,615,569		1,424,192		535,797	1,025,318	1,866,113		\$6,466,989			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									\$548,458	30		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26.620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13.898	Medic FTE and	2.720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81.675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES ESTIMATE SUBTOTAL									\$1,977,787			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					36,250	each engine			108,750	3		
COOPERATIVE TRUCK AGREEMENT 12.5%									271,515	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL ESTIMATED CITY BUDGET									\$9,434,448			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(11,394,613)			
NET ESTIMATED CITY BUDGET									(\$1,960,164)			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					(\$11,394,613)							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									** 28.73	Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 24/25 POSITION SALARIES TOP STEP

381,708	DEPUTY CHIEF	36,250	FIRE ENGINE
376,698	DIV CHIEF	26,620	SRVDEL
315,635	BAT CHIEF	9,914	VOL DEL
269,261	CAPT	13,898	MEDIC FTE
302,696	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
237,365	ENG	7,655	BC SUPPORT
267,899	ENG/MEDIC	26,489	ECC STATION
205,064	FF II	36.51	ECC CALLS
233,264	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 24/25 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care M
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED APRIL 1, 2024 FOR FY2025/2026

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
STA #32												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #70												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #93												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
66-HR Workweek	298,815	1	263,337	1			259,074	1	821,227	3		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		\$7,178,264			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									\$548,458	30		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES ESTIMATE SUBTOTAL									\$1,977,787			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			60,949			
COOPERATIVE TRUCK AGREEMENT 12.5%									165,000	3		
									301,085	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL ESTIMATED CITY BUDGET									\$10,231,543			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(11,394,613)			
NET ESTIMATED CITY BUDGET									(\$1,163,070)			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					(\$11,394,613)							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									** 28.73	Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 25/26 POSITION SALARIES TOP STEP

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 25/26 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care R
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED APRIL 1, 2024 FOR FY2026/2027

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
STA #32												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #70												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #93												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
66-HR Workweek	298,815	1	263,337	1			259,074	1	821,227	3		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		\$7,178,264			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									\$548,458	30		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES ESTIMATE SUBTOTAL									\$1,977,787			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			60,949			
COOPERATIVE TRUCK AGREEMENT 12.5%									165,000	3		
									301,085	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL ESTIMATED CITY BUDGET									\$10,231,543			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(11,394,613)			
NET ESTIMATED CITY BUDGET									(\$1,163,070)			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					(\$11,394,613)							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									** 28.73	Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 26/27 POSITION SALARIES TOP STEP

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 26/27 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and In
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care R
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED APRIL 1, 2024 FOR FY2027/2028

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
STA #32												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #70												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #93												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
66-HR Workweek	298,815	1	263,337	1			259,074	1	821,227	3		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		\$7,178,264			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									\$548,458	30		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES ESTIMATE SUBTOTAL									\$1,977,787			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			60,949			
COOPERATIVE TRUCK AGREEMENT 12.5%									165,000	3		
									301,085	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL ESTIMATED CITY BUDGET									\$10,231,543			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(11,394,613)			
NET ESTIMATED CITY BUDGET									(\$1,163,070)			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					(\$11,394,613)							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									** 28.73	Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 27/28 POSITION SALARIES TOP STEP

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 27/28 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care R
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF LA QUINTA
DATED APRIL 1, 2024 FOR FY2028/2029

**See notation below for estimate assumptions*

	CAPTAINS	CAPTAIN MEDICS	ENGINEERS	ENGINEER MEDICS	FF II	FFII MEDICS	TOTALS					
STA #32												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #70												
Medic Engine	298,815	1	263,337	1	455,010	2	518,149	2	1,535,311	6		
STA #93												
Medic Engine	597,630	2	263,337	1	297,615	1	227,505	1	259,074	1	1,645,162	6
Fixed Relief	298,815	1	263,337	1			259,074	1	821,227	3		
Vac. Relief - Engine			263,337	1	297,615	1	259,074	1	820,026	3		
66-HR Workweek	298,815	1	263,337	1			259,074	1	821,227	3		
SUBTOTALS	1,792,891		1,580,024		595,230	1,137,525	2,072,595		\$7,178,264			
SUBTOTAL STAFF	6		6		2	5	8			27		
FIRE SAFETY SUPERVISOR (PCN 144121)					205,757	each			205,757	1		
FIRE SAFETY SPECIALIST (PCN 131996)					183,114	each			183,114	1		
FIRE SYSTEMS INSPECTOR (PCN 139101)					159,587	each			159,587	1		
SUBTOTAL									\$548,458	30		
SUPPORT SERVICES ESTIMATE (Fire Cost Allocation Plan)												
Administrative/Operational (Schedule A)			26,620	per assigned Staff **					764,781	28.73		
Volunteer Program (Schedule B)			9,914	per Entity Allocation					9,914	1		
Medic Program (Schedule C)			13,898	Medic FTE and	2,720	per Defib			144,602	10.38		
Battalion Chief Support (Schedule D)			7,655	per Fire Station Staff					206,672	27		
ECC Support (Schedule E)			36.51	per Call and	26,489	per Station			271,868			
Fleet Support (Schedule F)			81,675	per Fire Suppression Equip					245,026	3		
Comm/IT Support (Schedule G)			38.08	per Call and	27,633	per Station			283,599			
Hazmat Support (Schedule I)			3,151	per Call and	11,857	per Station			51,327			
SUPPORT SERVICES ESTIMATE SUBTOTAL									\$1,977,787			
DIRECT CHARGES												
FIRE ENGINE USE AGREEMENT					55,000	each engine			60,949			
COOPERATIVE TRUCK AGREEMENT 12.5%									165,000	3		
									301,085	12.50%		
TOTAL STAFF COUNT										28.73		
TOTAL ESTIMATED CITY BUDGET									\$10,231,543			
* LA QUINTA ESTIMATED FIRE TAX CREDIT									(11,394,613)			
NET ESTIMATED CITY BUDGET									(\$1,163,070)			
* STRUCTURAL FIRE TAXES					(2,830,712)							
ESTIMATED REDEVELOPMENT PASS THRU					(8,751,901)							
total contract transfer					188,000							
TOTAL ESTIMATED TAX FUNDING					(\$11,394,613)							
3 Fire Stations									27.0	Assigned Staff		
5,270 Number of Calls									1.13	Indio Truck (12.5%)		
10.38 Assigned Medic FTE									0.60	Battalion Chief Allocation		
3 Monitors/Defibs									** 28.73	Total Assigned Staff		
3 Hazmat Stations												
4 Number of Hazmat Calls												

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 28/29 POSITION SALARIES TOP STEP

424,655	DEPUTY CHIEF	55,000	FIRE ENGINE
419,073	DIV CHIEF	26,620	SRVDEL
350,396	BAT CHIEF	9,914	VOL DEL
298,815	CAPT	13,898	MEDIC FTE
330,385	CAPT MEDIC	2,720	MEDIC MONITORS/DEFIBS REPLACEMENT
263,337	ENG	7,655	BC SUPPORT
297,615	ENG/MEDIC	26,489	ECC STATION
227,505	FF II	36.51	ECC CALLS
259,074	FF II/MEDIC	81,675	FLEET SUPPORT
144,534	ADMIN SVCS ANALYST II	27,633	COMM/IT STATION
110,278	ADMIN SVCS ASST	38.08	COMM/IT CALLS
210,212	DEPUTY FIRE MARSHAL	1,777	FACILITY STATION
145,731	EMERGENCY MEDICAL SERVICE SPEC	427.33	FACILITY FTE
114,663	EXECUTIVE ASSISTANT II	11,857	HAZMAT STATION
205,757	FIRE SAFETY SUPERVISOR	3,151.42	HAZMAT CALLS
183,114	FIRE SAFETY SPECIALIST	2,087	HAZMAT VEHICLE REPLACEMENT
159,587	FIRE SYSTEMS INSPECTOR		
96,537	OFFICE ASSISTANT III		

***Cost Assumptions:**

- All Salaries based on PRELIM Salary, Pay Differentials, and Operating Expenses Schedule FY 2024-2025 Dated February 14, 2024
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2024-25 dated January 2024 Preliminary with PERS adjusted to higher amount
- Non-Safety Staff based on FY24/25 estimates and Support Services from previous FY23/24 with 5% increase.

FY 28/29 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522310	Maint-Building and Irr
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522860	Medical-Dental Suppl
520800	Household Expense	522870	Other Medical Care R
520805	Appliances	522890	Pharmaceuticals
520815	Cleaning and Custodial Supp	523220	Licenses And Permits
520830	Laundry Services	523680	Office Equip Non Fix
520840	Household Furnishings	526700	Rent-Lease Bldgs
520845	Trash	526940	Locks/Keys
521380	Maint-Copier Machines	527280	Awards/Recognition
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521600	Maint-Service Contracts	529550	Water
521660	Maint-Telephone	537240	Interfnd Exp-Utilities
521680	Maint-Underground Tanks	542060	Improvements-Buildir

A COOPERATIVE AGREEMENT BETWEEN THE CITY OF INDIO, THE CITY OF LA QUINTA, THE CITY OF COACHELLA, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A LADDER TRUCK COMPANY

THIS AGREEMENT (“Agreement”) was made and entered into this _____ day of _____, 2024, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as “COUNTY”), and the City of Indio, City of La Quinta, and the City of Coachella, each a duly created city (hereinafter each a “CITY” and collectively the “CITIES”). COUNTY and CITIES are hereinafter collectively referred to as the “Parties.”

SECTION I: PURPOSE

A. The COUNTY has contracted with the CITIES individually for the provision of Fire Protection, Fire Prevention, Rescue, and Medical Services in a separate cooperative agreement, respectively.

B. The CITIES and COUNTY desire to enter into a cost sharing agreement for a ladder truck which will be of mutual benefit for all involved agencies.

C. The CITIES and COUNTY believe the ladder truck staffing cost should be equitably distributed to the participating agencies.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The ladder truck shall be dispatched, when available, to all residential and commercial structure fires within the jurisdictions of the CITIES and COUNTY. The ladder truck shall also be utilized for staffing and expertise in other emergencies relating to entrapment and medical emergencies. The truck shall be located in a position to provide a response time of fifteen minutes, or less, to the CITIES.

SECTION III: COST SHARE

The Parties agree the cost of the ladder truck shall be billed to CITIES by the COUNTY with the normal quarterly billing pursuant to the CITIES’ respective cooperative agreements, and the cost will be shown as a line item on that bill. The CITIES will receive an estimated cost of the ladder truck staffing based on the top step salaries of the personnel assigned to the ladder truck, at the first of the fiscal year. The cost pool of the ladder truck shall consist of the salaries of 2.3 Fire Captains, 2.3 Fire Apparatus Engineers, 3 Firefighter II Paramedics, and 1.4 Firefighters II. A maintenance budget of \$20,000 will also be included in the cost pool. The cost shall be allocated as follows: the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve

and one half percent (12.5%) of the actual cost of the staffing and maintenance of the ladder truck.

SECTION IV: TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2029. Any party to this Agreement may terminate this Agreement by providing a written notice of termination to the other parties hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any notice issued because of actions of the California Department of Forestry and Fire Protection (hereinafter "CAL FIRE") or CITIES, COUNTY agrees to continue to provide Fire Services to CITIES until such time as CITIES have a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2027.

SECTION V: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITIES, their agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**City Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**County Liabilities**"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the City Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of a City Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, but subject to the limits in this paragraph, each CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**County Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder by the respective CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of the respective CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "**City Liabilities**"). No CITY shall be required to indemnify, protect, defend

and hold harmless County Indemnitees for the acts or omissions of another CITY giving rise to City Liabilities in that other City pursuant to this Agreement. Furthermore, and notwithstanding the first sentence of this paragraph, the City Liabilities with respect to which each CITY's obligation to indemnify, including the cost to defend, the County Indemnitees does not apply with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION VI: OWNERSHIP, MAINTENANCE, REPAIRS

The City of Indio owns the ladder truck and maintains the insurance on said ladder truck. The ladder truck maintenance and/or repair costs shall be paid through the cost allocation plan or as a direct invoice allocated to each party, with the City of Indio contributing fifty percent (50%), the County of Riverside contributing twenty-five percent (25%), and the cities of La Quinta and Coachella each contributing twelve and one half percent (12.5%) of the actual cost of the maintenance and/or repair of the ladder truck.

SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

CITY OF COACHELLA
City Manager
1515 6th Street
Coachella, CA 92236

CITY OF INDIO
City Manager
100 Civic Center Mall
Indio, CA 92201

CITY OF LA QUINTA
City Manager
78-495 Calle Tampico
La Quinta, CA 92247

COUNTY OF RIVERSIDE
County Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Any notice required to be given hereunder to either party shall be given by personal delivery or be deposited in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

SECTION VIII: GENERAL PROVISIONS

A. ALTERATION OF TERMS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid

unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both Parties.

B. DISPUTES

CITIES shall select and appoint a “Contract Administrator” who shall, under the supervision and direction of CITIES, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITIES has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITIES and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a “reasonable period of time” shall be ten (10) calendar days or less. CITIES and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITIES and COUNTY representatives may be resolved, by mutual agreement of the Parties, through mediation. Such mediator will be jointly selected by the Parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the Parties cannot agree to mediation, the Parties reserve the right to seek remedies as provided by law or in equity. The Parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the Parties is sophisticated and negotiated this Agreement and this venue at arm’s length. Pursuant to this Agreement, the Parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY’s contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

C. WAIVER

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. Each CITY's respective City Manager shall administer this Agreement on behalf of its own CITY.

F. ATTORNEYS' FEES

If CITIES fail to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITIES to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

G. PUBLIC RECORDS ACT REQUESTS

The Parties understand and acknowledge that, as public agencies, COUNTY and CITIES are required to comply with the Public Records Act ("PRA," Gov. Code, § 7920 et seq.), which provides for the right of access to public records and other information in the event of the receipt of a qualifying request under the PRA. The Parties understand and acknowledge that such compliance may require disclosure of all relevant, non-exempt documents that fall within the scope of a qualifying request under the PRA, including documents received from and/or concerning the other party to this Agreement.

H. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transaction Act ("CUETA") Civ. Code, §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or

logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

I. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

[SIGNATURE PROVISIONS ON NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF COACHELLA

Dated: _____

By: _____
Steven Hernandez, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Angela M. Zepeda, City Clerk

By: _____
Carlos Campos, City Attorney

CITY OF INDIO

Dated: _____

By: _____
Lupe Ramos Amith, City Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Cynthia Hernandez, City Clerk

By: _____
Roxanne Diaz, City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

CITY OF LA QUINTA

Dated: _____

By: _____
Jon McMillen, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Monika Radeva, City Clerk

By: _____
William H. Ihrke, City Attorney

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:
KIMBERLY A. RECTOR
Clerk of the Board

APPROVED AS TO FORM:
MINH C. TRAN,
County Counsel

By: _____
Deputy

By: _____
MELISSA R. CUSHMAN,
Deputy County Counsel

COMMUNITY SERVICES QUARTERLY REPORT

Wellness Center, LQ Library, LQ Museum, and Creation Station January 1 – March 31, 2024

Community Programs & Social Services

Wellness Center, FIND Food Distribution, Fritz Burns Pool, & Sports



Wellness Center provided fitness & recreation programs along with hiking opportunities to 12,911 participants/fitness members (10,873 fitness gym participants; 438 hiking participants; and 1,600 program participants for SRR Resident Cards, Luncheons, Love & Love Tennis, Yoga Flow, Gentle Yoga, Pilates, Ballroom Dance, Deep Stretch, CVPD Disaster Preparedness, Essential Fitness, Pickleball 101, Tai Chi Yang, Social Bridge, Monday Movies, Mah Jongg, Ukulele, Dominoes, and Quilting for Good Times). Social service offerings such as the Riverside County Warm Center, HICAP, LIHEAP, Bilhartz Insurance (information on Medicare Advantage Plans), FIND Outreach, Sunline/SunRide Program Outreach were available to the public.

Desert Recreation District (DRD) served 1,648 participants (790 for open/lap swim, youth swim lessons, Lifeguard Pre-Qualification, and Lenny the Shark Water Safety; 371 Water Aerobics; 463 Senior Splash; 24 Pirate Party; and Poolside with Santa events) at Fritz Burns Pool programs/classes.

Youth sports programs had 31,653 total participants (players, spectators, coaches) for AYSO (soccer – 17,800), Friday Night Lights (flag football – 2,675), and La Quinta Youth Sports Association (baseball – 11,178). Practices and league games are held at La Quinta Park, Colonel Mitchell Paige Middle School, and the La Quinta Sports Complex. Open Court Time volleyball and basketball programs, a City of La Quinta partnership with Desert Recreation District, had a total of 275 participants at the La Quinta Boys & Girls Club Gym.

Distributed 31,577 pounds of food (food packages/boxes of dry goods and produce) to 1,177 persons at Coral Mountain, Hadley Villas, Vista Dunes, Washington Street Apartments, and Wolff Waters; FIND also provides mobile pantries for food distribution two times per month at Horizon High School and La Quinta Community Fitness Center & Park.



La Quinta Library

Circulation/ Programs/ Events



- **Attendance:** 24,200+ persons visited and participated in various programs; 52,100+ items were circulated; 3,548 participated in various programs, meetings, and events.
- **Events:** 5th Annual Book Fest Celebration and Author Signing and Career Day Library Presentation at John Glenn Middle School.
- **Programs:** Baby/Toddler Storytimes; Sensory Hour, Saturday Morning Movie Showing, Library Birthday Party, Teen Anime Cafe, Level Up LQ, Graphic Novel Club, Read the World, Readers Club, Pagemaster's Book Club, Page Turners Book Club, Love Story Book Club, and Chess Club.

La Quinta Creation Station

Makerspace Programs/Services/Memberships



MAKER CRAFT
Make A 'ZINE

LEARN HOW TO CREATE A HAND-MADE BOOKLET CALLED A 'ZINE', SHORT FOR FANZINE OR FAN MAGAZINE.

ZINES ARE SELF-PUBLISHED, MINI MAGAZINES THAT FOCUS ON A SPECIFIC TOPIC OR VIEWPOINT.

SATURDAY, JAN. 13, 2024
10 AM - 5 PM
FREE | ALL AGES

LQMAKERSPACE@LAQUINTACA.GOV | 760.777.7088 | @LQCREATIONSTATION



Fiber Arts Bootcamp
a.k.a. FAB

CROCHET 101

Learn the basics of Crochet or bring in a current project you are working on or may need some help with.

Sunday, January 28
1 PM - 3 PM
FREE | All Ages

LQMAKERSPACE@LAQUINTACA.GOV | 760.777.7088 | @LQCREATIONSTATION



MAKERSPACE CAMP

ELECTRONICS

Learn the basics of electronics and build a scrub brush bot with a simple DC motor

SATURDAY, MARCH 23, 2024
AGES 7-13 | \$5 CLASS FEE | RSVP

LQMAKERSPACE@LAQUINTACA.GOV | 760.777.7088 | @LQCREATIONSTATION



MAKER CRAFT
KUNG FU PANDA MINI PILLOWS

Saturday, March 9, 2024
10:30am - 5pm | All Ages Welcome!
(Younger Makers may want a helping hand from a guardian)

Join us for an easy, **FREE** hand-sewing craft and make some felt pillows based on Kung Fu Panda characters!

At the La Quinta Creation Station in the La Quinta Public Library

LQMAKERSPACE@LAQUINTACA.GOV | 760.777.7088 | @LQCREATIONSTATION

- Attendance: 1,280 people participated in various programs/services.
- Memberships: 20 new memberships; 207 active memberships.
- Programs: MakerCraft (Make a 'Zine, Mini Rock Terrariums and Jars of Magic, Paint & Sip: Joshua Tree at Sunset, Valentine's Day Cards, Kung Fu Panda Mimi Pillows, and Pi Day Celebration), Fiber Arts Bootcamp (Crochet 101, Embroidery 101, and Tiny Bunny Crochet), and MakerSpace Camps (Vintage Motel Keychains, Crochet 101, and Electronics: Scrub Brush Bot w/ Simple DC Motor), and Sewing, 3D Printing, Laser Cutting and CAD. School field trips from Amelia Earhart Elementary (4th grade), Harry S. Truman Elementary, and Benjamin Franklin Elementary.



La Quinta Museum

Exhibits/Programs/Events



- Attendance: 3,200+ visitors/participants.
- Exhibits: Desert Views, From the Archives, and La Quinta Legends: Frank Capra.
- Events: Music at the Museum (Katie Harris and the Secret Jazz Trio, Doug & Meg, and David Macias); Exhibit Receptions (Desert Views and From the Archives); Creative Conversations (Musician K.G. Jackson, Author/Photographer Andy Romanoff, and Musician Rick Shelley); Field Trips: Ben Franklin Elementary; La Quinta Historical Society meeting; SCRAP Gallery; History Talk: Ray Chavez; Geology Lecture.
- Programs: Good Reads in the Gallery Book Club, STITCH Fiber Arts Club, TED Talk Discussion, Take a Break with Huell, Genealogy Club, Sketchbook Journaling, and Fridays with Frank.
- Social Media Promotion: *Friday Fun Facts* and Exhibit Content is shared via social media with Facebook, Twitter, Instagram, and YouTube subscribers.



Community Events

Concert in the Park Series @ SilverRock Park



- The Silverados performed on Saturday, February 10 from 5:30-8:00 p.m.
- Eclipsed By The Wall: A Pink Floyd Tribute performed on Saturday, March 16 from 7:00-9:30 p.m.
- Approximately 700+ persons in attendance for both concerts.
- City staff provided information and giveaways to participants. Birria Dona Emma and Uncle D's Smoke House BBQ & Grill were onsite with their food trucks.

Community Events

Mission LQ: Rocket Launch @ Monticello Park



- Mission LQ: Rocket Launch took place on Saturday, March 9 at Monticello Park from 8:00-10:00 a.m.
- Approximately 150 people were in attendance. City staff assisted participants with building their own rockets and launching them in an open space in the park.
- Scouts BSA and the Ophelia Girls also assisted participants with passing out rockets and helping them to assemble the pieces.

Community Events

Easter Eggstravaganza @ La Quinta Park



- The annual Easter Eggstravaganza Egg Hunt took place on Saturday, March 30 from 9:00-10:30 a.m. at La Quinta Park. Event offerings were adjusted due to inclement weather.
- Pre-made Easter Baskets were handed out to children from the City. The Easter Bunny also made a brief appearance.
- Approximately 1,500+ persons participated in this event.

X Park

Bike & Skate Programs/ Events/ Memberships



- Attendance: 4,440 residents and 2,874 non-residents used the park this quarter. Park hours: 5 days a week (Monday-Friday 12:00 - 9:00 p.m.; Saturday-Sunday 9:00 a.m. – 9:00 p.m.).
- Total Memberships: 99 memberships sold this quarter (66 resident and 33 non-resident). Overall memberships sold to date is approximately 1,227 (841 resident and 386 non-resident).
- Programs: Skate Camp; Eddie and Friends Jam Session; Lonny Hiramoto Birthday Jam; Mini Skate Camp Lesson; Scooter Contest Pop-up; Skate Shop Day Contest; Shoe Sale Pop-up Contest; Quad Meet Up; Friday Fight Night Contest and a visit from Travis Barker and Kourtney Kardashian.
- Events: New Year's Skate Jam, BMX Jam, USA BMX National Contest, and Easter Egg Hunt.

DESIGN & DEVELOPMENT QUARTERLY REPORT

1st Quarter (January - March 2024)

The Design and Development Department consists of three divisions: Building, The Hub, and Planning

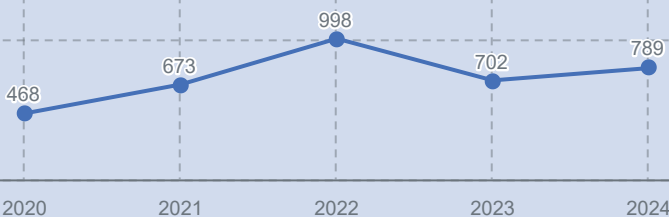
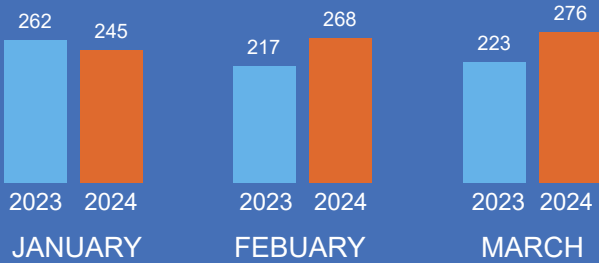
Building Division

The Building Division administers and issues all residential and commercial building permit applications, reviews plans (plan checks), and conducts on-site building inspections for compliance with the La Quinta Municipal Code and California Building Standards Code.

PLAN CHECK AND BUILDING PERMITS

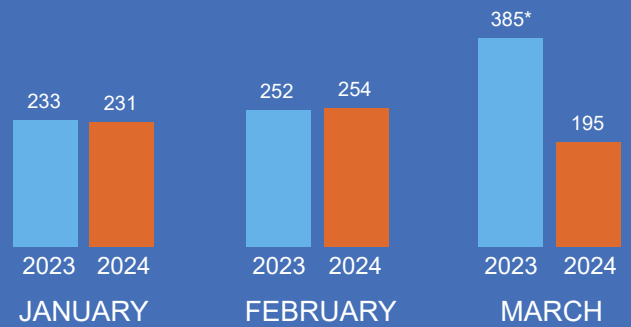
Plan Check Submittals

+12% from Q1 2023



Building Permits Issued

-22% from Q1 2023



*spike due to residential tract construction.

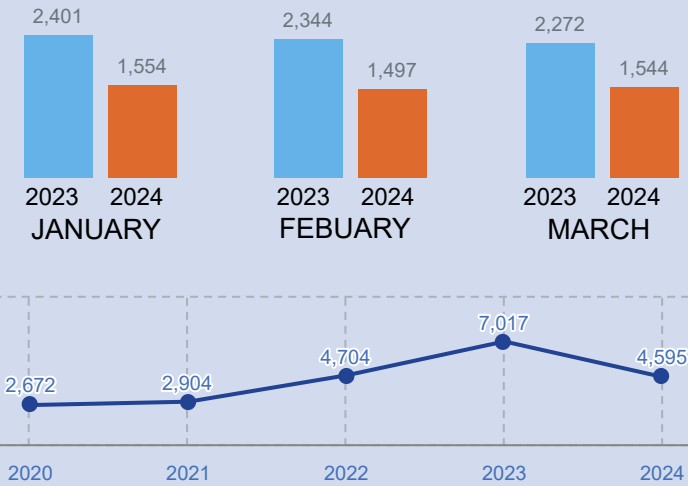




INSPECTION DATA

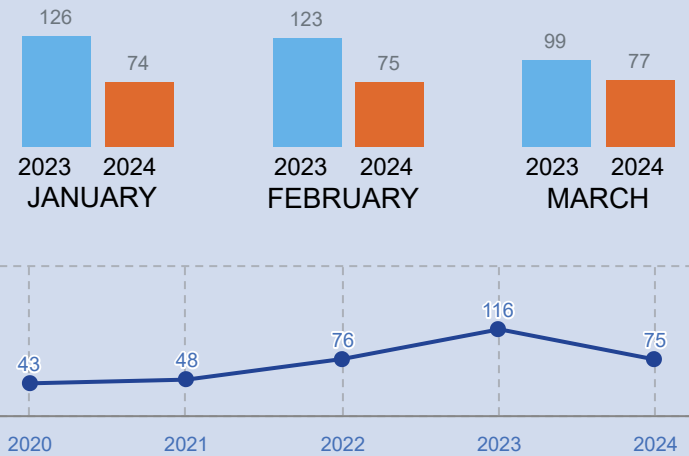
Monthly Building Inspections

-35% from Q1 2023



Average Building Inspections Per Day

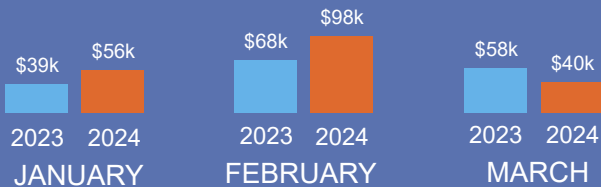
-35% from Q1 2023



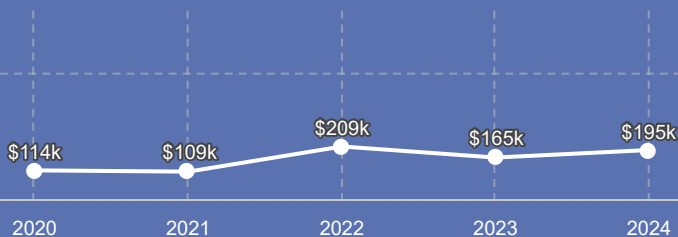
FINANCIAL DATA

Plan Check Fees

\$194,568 1st Quarter Total

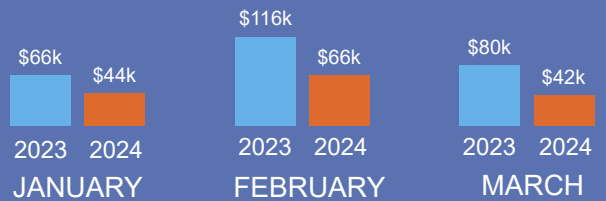


+18% from Q1 2023

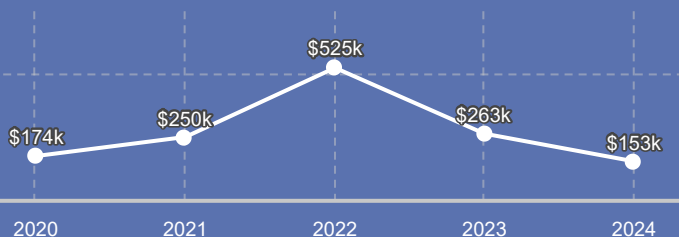


Building Permit Fees

\$152,515 1st Quarter Total



-42% from Q1 2023

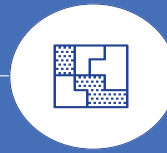




[CLICK HERE to Return to Agenda](#)



Permits



Planning



Business License

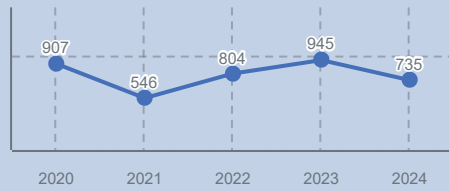
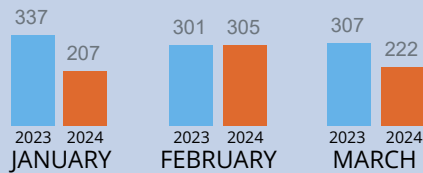
THE HUB

The Hub serves as a one-stop permit center. It is the central location for obtaining permits for planning, building, engineering, business licenses, and special events. The Hub also issues permits for garage sales, home occupations, pool drains, re-roofs, and HVAC, window, water heater, and utility changeouts.

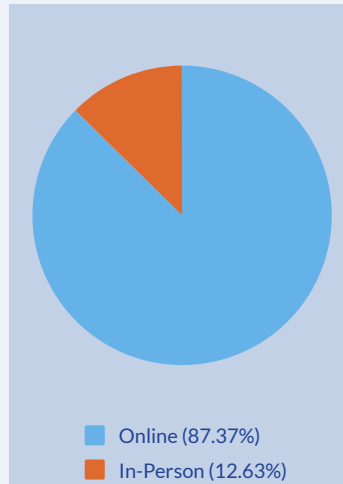
LICENSES AND PERMITS

Business Licenses

-22% from Q1 2023

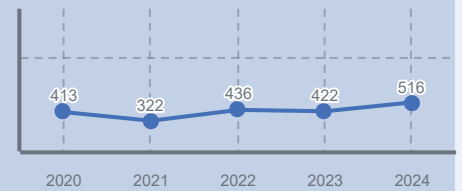
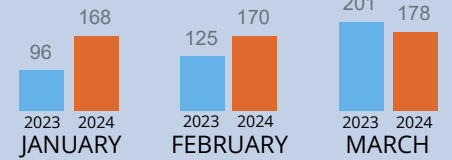


Permits Processed Online/In-Person



Other Permits Issued

+22% from Q1 2023

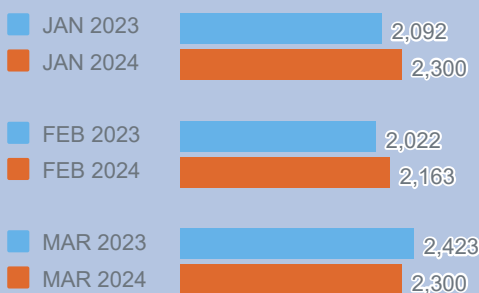


CUSTOMER SERVICES



PHONE ACTIVITY

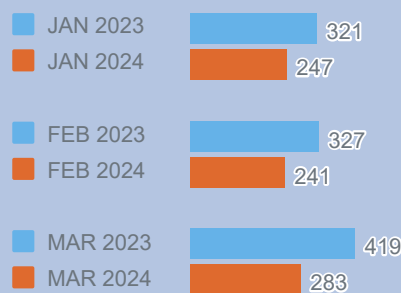
Includes all phone calls received by the Concierge, the Hub general line, and all Permit Technicians.



+3% from Q1 2023

CUSTOMER ACTIVITY

Includes all customers checked in by the Concierge.



-28% from Q1 2023

Average HUB Phone Calls Received Per Day

111

Average HUB Customers Per Day

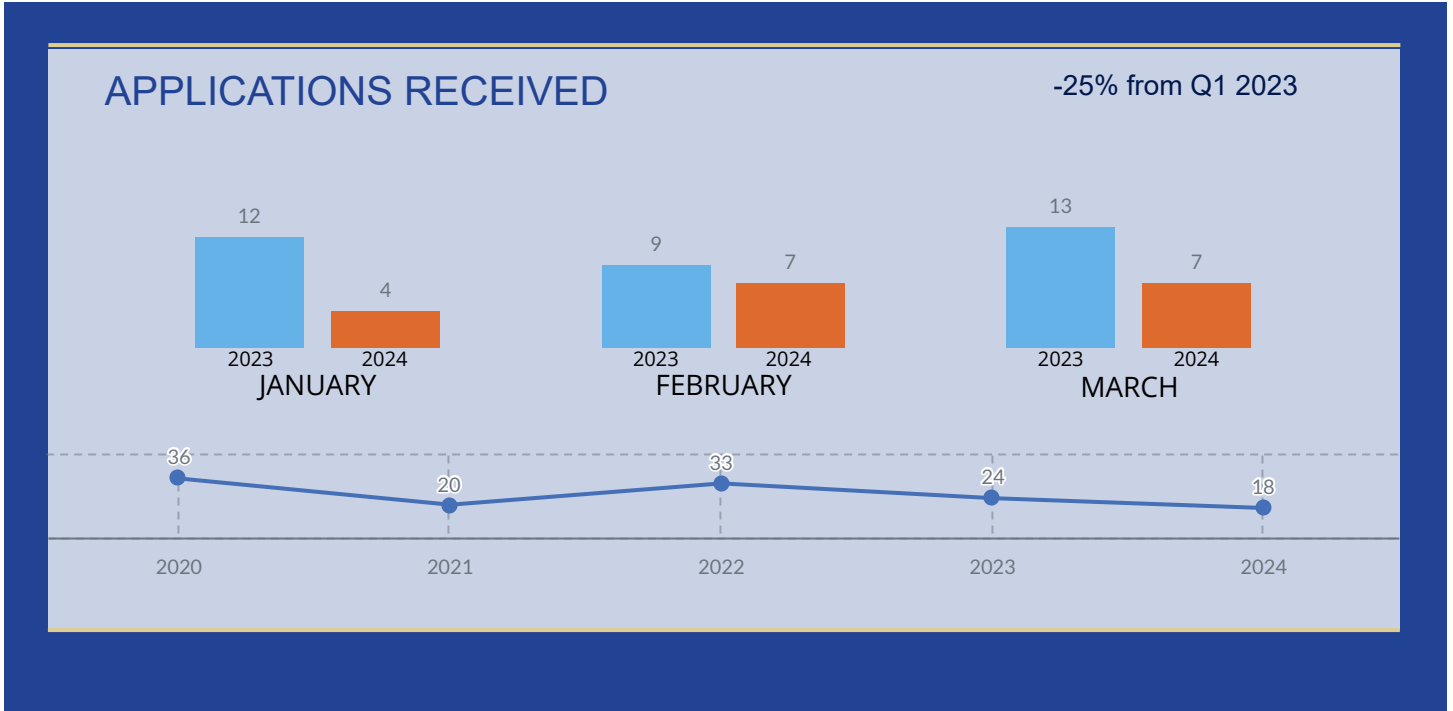
13

New Businesses within City Limits

11

PLANNING

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



Planning Staff Approvals

- Modification By Applicant to modify a small parking area to accommodate an outdoor seating area for El Super Toro Loco Supermarket in the Village Shopping Center at 50991 Washington Street.
- Modification By Applicant for tenant Improvements to construct a new Handel's Ice Cream Shop, including facade improvements and dining patio addition.
- Modification By Applicant to make changes to existing buildings within the One Eleven Shopping Center located on Highway 111.
- Special Event Permit for the La Quinta Car Show on February 25, 2024, including live entertainment, food vendors, beer garden, and family activities located at 77865 Avenida Montezuma.
- Special Event Permit for a private wedding at the Dupont Estate on March 1, 2024.
- Special Event Permit for a Used Oil Filter Recycling Event on April 6, 2024, at the AutoZone located at 78792 Highway 111.
- Special Event Permit for a private wedding at the Austin Estate from March 29 thru 30, 2024.
- Temporary Use Permit for a food truck located on two vacant parcels in the Village.

Planning Commission Actions

- Approval of a Conditional Use Permit for a time extension on a temporary telecommunication monopole located at the La Quinta Resort.
- Approval of a Site Development Permit for a mixed-use residential and art/glassblowing studio in the La Quinta Village area at 78095 Calle Cadiz.
- Approval of the Club at Coral Mountain project, located south of Avenue 58, east and west of Madison Street, and north of Avenue 60, for up to 750 residential units, a golf course, and 60,000 square feet of retail commercial space within the Andalusia Specific Plan.
- Recommendation to authorize submittal of the General Plan and Housing Element Annual Progress reports for 2023 to the State Office of Planning and Research and the Department of Housing and Community Development.
- Approval of a Tentative Tract Map and Site Development Permit for 64 residential lots located east of Madison Street and north of Avenue 60 within the Andalusia Country Club.

La Quinta Development In Progress



Luna Grill
79124 Highway 111, Suite 101



El Toro Loco
50991 Washington Street, Suite 1



*Rendering Only

Handel's Homemade Ice Cream
79630 Highway 111, Suite 100



The Barcelona Club
formerly Desert Club Apartments
51480 Desert Club Drive



Village Hospitality Homes
4 locations in The Village



Polo Villas
7 New Residential Units

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Public Works/Engineering Quarterly Report

January 1, 2024 - March 31, 2024

The Public Works Department consists of six divisions: Engineering, Capital Improvement Projects (CIP), Parks, Lighting & Landscape, Traffic, Facilities, and Public Works Street Maintenance.

Engineering Services

Provides engineering design, construction oversight, and traffic support on a variety of infrastructure projects that help keep La Quinta safe and beautiful. Here are some activities for January, February, and March 2024:

CIP PROJECTS - IN DESIGN

Design is underway for the Cultural Campus

Overall Aerial New



HGA

LQCC - City Council 100% PD Milestone Presentation | 12



HGA



HGA

Design is underway for the Fritz Burns Park Improvements



Avenue 48 Arts and Music Line

This project, led by Coachella Valley Association of Governments (CVAG), is finalizing the design phase and will construct an active transportation network for pedestrians and bicyclists with interactive arts and music. The project will establish a new public space that can only be experienced without a vehicle, and will create a safe route connecting schools, affordable housing, retail, and employment centers, and will have three connections to Coachella Valley Link (CV Link).

Avenue 50 Widening

Design is underway for the collaborative project with the City of Indio to widen Avenue 50 from Jefferson Street to Madison Street to its ultimate general plan standard, which will include a multi-use path on the south side of the street.

Civic Center Lake Irrigation

This design is being finalized and solicitation is underway to contract a Construction Management firm for this project that will convert the Civic Center lake water from potable water to irrigation water provided through Coachella Valley Water District (CVWD) lines (Bureau of Reclamation (BOR) Lines). CVWD has completed work to provide a point of connection and meter at the existing pumps.

Road Improvements

PMP Slurry Seal Improvements - As part of the 5-year Pavement Management Plan, slurry seal will continue Citywide, in the Cove, Village, on Washington Street, SilverRock Way, and Monroe Street.

Dune Palms Road Pavement Rehabilitation - This project is currently out to bid, bids open on May 14, 2024.

Highway 111 Pavement Rehabilitation - In Summer 2024, rehabilitation of Highway 111 between Washington Street and Jefferson Street will be completed. This project has federal funding and will be processed through Caltrans to receive funding.

CIP PROJECTS - UPCOMING

- **Avenue 50 Bridge**

The City received Highway Bridge Program (HBP) funding authorization from Caltrans to begin the Preliminary Engineering phase of the project that will construct a bridge over the Evacuation Channel from Washington Street to 800 feet east of the channel crossing. Proposals for the Preliminary Engineering phase were received and staff is currently conducting contract negotiations with the selected firm.

- **Maintenance and Operations Yard**

The City has a request for proposals out with proposals due by April 25, 2024. City will review proposals and select a consultant to provide planning and design services for a new La Quinta Maintenance and Operations Yard.

- **Avenue 50 Sidewalk Improvements**

This project includes construction of a 6 foot sidewalk on the north side of Avenue 50 Street from Washington Street to Avenida Montero.

- **Washington Street Sidewalk Improvements**

This project includes construction of a 6 foot sidewalk on the east side of Washington Street from Calle Tampico to Avenue 50.

- **Cove Area Slurry Seal Improvements Phase I**

This project is the first of two phases to complete the slurry seal improvements of the cove area streets.

- **Avenue 52 at Jefferson Street Roundabout Improvements**

This project will provide an assessment and re-design of the existing roundabout at Avenue 52 and Jefferson Street.

- **SilverRock Way Slurry Seal Improvements**

Improvements include slurry seal and dig outs of SilverRock Way from Avenue 52 to Jefferson Street.

- **Citywide Drainage Enhancements**

This project will upgrade drainage facilities for a minimum 150-year storm protection in accordance with the Focused Drainage Study. The upcoming drainage projects to be completed are Eisenhower Drive at Avenue 50 and on Avenida Bermudas north of Calle Tampico.

- **Landscape and Lighting Median Island Improvements**

This project entails refurbishing City-owned medians south of Highway 111, prioritized over five years.

- **City Hall Drainage Improvements**

This project will address exterior drainage improvements needed to prevent flooding at La Quinta City Hall for future storm events.

- **Citywide Dog Park Improvements**

This project entails the construction of dog park facilities at SilverRock Park and in north La Quinta. Improvements may include agility elements, seating, and drinking fountains.

- **Welcome Center Improvements**

Construction of a restroom facility, drinking fountain, and bicycle tune-up station at the new City-owned Welcome Center property located near the entrance to the Bear Creek Trail on Eisenhower Drive and Calle Tampico.

CIP PROJECTS - IN CONSTRUCTION



DUNE PALMS BRIDGE IMPROVEMENT PROJECT

CONSTRUCTION ALERT: Monday, April 29, 2024

Dune Palms Road northbound bridge opens to through traffic on Monday, April 29, 2024

ROAD OPENING

Dune Palms Road will be open to northbound and southbound motorists and pedestrians between Highway 111 and Blackhawk Way/Westward Ho. The newly constructed eastern bridge span will accommodate one lane of traffic in each direction. Pedestrians may use the sidewalk on the eastern side of the bridge.



Please reduce speed and travel with caution through the area.

SOUTHBOUND BRIDGE SPAN UPDATE

Construction on the southbound western bridge span will continue through Spring 2025. Crews are currently working on the bridge support system, the abutments, and constructing the temporary bridge falsework.



TIMELINE January 30, 2023 through Spring 2025



Check the website for a LIVE STREAM video of the construction zone.

This information may change due to weather or field conditions.



STAY INFORMED

Visit: www.laquintaca.gov/dunepalms to sign up for text or email updates. Call: (760) 422-3370

Email: info@DunePalms.com

Follow:



@Dune Palms Rd. Bridge



@Dune_Palms_Bridge



LQ Landscape Renovations - Cactus Flower



Irrigation and plants have been installed along Dune Palms, Fred Waring, Jefferson Street, and Buttercup Lane.



**Citywide
Miscellaneous
ADA
Improvements**



Curb and gutter, ramps, cross gutter, and some sidewalks have been replaced to meet ADA compliance.



Public Works Development

Engineering assistance and project review during January, February, and March 2024:

Project Reviews Completed

PERIOD	2023	2024	Percentage Change From Last Year
January	27	26	4% ▼
February	25	38	52% ▲
March	32	47	47% ▼
Year to Date	84	111	32% ▼

Permits Issued

PERIOD	2023	2024	Percentage Change From Last Year
January	9	19	111% ▲
February	11	28	155% ▲
March	13	10	23% ▼
Year to Date	33	57	73% ▲

Traffic

The traffic operations team completed 8 citizen request work orders, 65 work orders, 8 public records request, and 11 emergency on call work orders.

- Began yearly level 2 maintenance at 16 intersections
- Completed The American Express and BNP Paribas event traffic monitoring
- Completed potholing and running fiber network at intersections and installing equipment at intersections for the Coachella Valley Sync project, phase 2. Also began sidewalk and concrete repairs and starting phase 2 equipment turn on
- Completed the Art Festival banner installation

Facilities

The facilities team completed the following projects:

- La Quinta Park paint refresh
- Storm preparation
- Citywide Art rotation
- City Hall EV charger relocation
- Special Events Preparation
- City Hall server room back up HVAC install

Responded to 310 work orders, including but not limited to: facilities maintenance, life station maintenance, personnel requests, and park facility maintenance. The team also prepared for special events and the Art Celebration.



Parks and Lighting & Landscape

Parks and L&L staff responded to work orders including but not limited to: playground maintenance, graffiti removal, and site distance issues.

Cobble in the planter beds at the SilverRock Event park was installed to reduce erosion from water runoff.



Landscape restoration was completed at the center median on Avenue 52 between Desert Club Drive and Washington Street, and on Jefferson Street between Avenue 52 and Avenue 53.



Street and Stormwater Maintenance

231 work requests were completed, including:

- Accident/Damage/Risk
- Debris/Litter Removal/Right-of-Way Maintenance
- Graffiti Removal (Right-of-Way)
- Pothole or Street Repair
- Sidewalk/Concrete Repair
- Emergency Response
- Storm Drain Repair and Maintenance
- Street Sweeping
- Street Sign Repair/Maintenance
- Vehicle/Equipment/Operations Yard Maintenance
- Tree Maintenance

Right-of-Way Maintenance - Before



Right-of-Way Maintenance - After



Street Repair



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AIRPORT COMMISSION MEETING AGENDA

Airport Conference Room, Palm Springs International Airport
 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262
 Wednesday, April 17, 2024 - 5:30 P.M.

To view/listen/participate in the meeting live, please contact Paula Pak at Paula.Pak@palmspringsca.gov or the following telephone number (760) 318-3832 to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, in order to access the meeting and offer public comment.

In addition, the meeting will also be teleconferenced pursuant to Government Code Section 54953 from the following location(s):

TELECONFERENCE LOCATION(S):

Commissioner David Feltman – City of Palm Springs
 5050 Kestral Parkway South
 Sarasota, FL 34231

Each location is accessible to the public, and members of the public may address the Airport Commission from any of the locations listed above. Any person who wishes to provide public testimony in public comments is requested to file a speaker card before the Public Comments portion of the meeting. You may submit your public comment to the Airport Commission electronically. Material may be emailed to: Paula.Pak@palmspringsca.gov - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record.

To view Airport Commission meeting videos click on [YouTube](#).

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Aftab Dada - Chair	David Feltman	Margaret Park	Tony Michaelis	Kevin Wiseman
Kevin J. Corcoran Vice Chair	J Craig Fong	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Vacant	Tracy Martin	Robert Berriman	Denise Delgado	Keith Young
Todd Burke	M. Guillermo Suero	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Daniel Caldwell	Dave Banks	Kathleen Hughes	Jan Pye	Rick Wise
Palm Springs City Staff				
Scott C. Stiles		Harry Barrett Jr., A.A.E.		Jeremy Keating
City Manager		Airport Executive Director		Assistant Airport Director

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. APPROVAL OF MINUTES:** Minutes of the Airport Commission Special Meeting of December 6, 2023
- 7. INTRODUCTIONS AND PRESENTATIONS:**
 - 7.A** Tanya Perez, Administrative Specialist
- 8. DISCUSSION AND ACTION ITEMS:**
 - 8.A** Car Rental Car Wash Facility Noise Update
 - 8.B** CONRAC Alternatives Update
 - 8.C** Strategic Business Plan - Notice to Proceed to InterVISTA
 - 8.D** Relocating Existing Art
 - 8.E** Marketing and Business Development Committee Update
 - 8.F** Marketing and Air Service Update
 - 8.G** Ad Hoc Design Review Committee Update
 - 8.H** Concessions Update
 - 8.I** Financial Summary Update
 - 8.J** Projects and Airport Capital Improvement Program Update
- 9. EXECUTIVE DIRECTOR REPORT**
- 10. COMMISSIONERS REQUESTS AND REPORTS**
- 11. REPORT OF COUNCIL ACTIONS:**
 - 11.A** Past City Council Actions
 - 11.B** Future City Council Actions
- 12. RECEIVE AND FILE:**
 - 12.A** Airline Activity Report March 2024
 - 12.B** Airline Activity Report Fiscal Year Comparison
- 13. COMMITTEES:**
 - 13.A** Future Committee Meetings

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on May 15, 2024, at 5:30 P.M.

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on April 11, 2024, in accordance with established policies and procedures.

PUBLIC NOTICES

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way. Complete Agenda Packets are available for public inspection at: City Hall Office of the City Clerk. Agenda and staff reports are available on the City's website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (760) 323-8204.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Department of Aviation, (760) 318-3800, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.

Palm Springs Airport Commission Report – April 17, 2024 Meeting

Discussion and Action Items:

Car Rental Car Wash Noise – Update is that the noise is no longer a factor. Enterprise Car Rentals now washes the cars early in the morning which eliminates the noise factor throughout the day and evening. The surrounding neighborhood is much relieved and appreciative of having this matter resolved. It should have been addressed much earlier.

CONRAC Alternative Updates – Continue to strive towards original plan of the car rental facility being onsite rather than offsite. There really is not an ideal location offsite without causing traffic congestion and inconvenience to both travelers as well as local residents. My only concern is that a multi-story building may not be aesthetically pleasing to the eye but it is certainly more practical. It is also a much more positive customer experience. A concession is that one or two floors of the new facility could be underground.

Strategic Business Plan – Just started.

Relocating Existing Art – In progress. However they need to consider going outside of Palm Springs and perhaps even out of the Coachella Valley to acquire the best quality of sculpture for the price. The Valley is too limited with its talent. The existing art also needs to be better maintained. It needs to be cleaned and some of it repaired. The care of the public art must be ongoing.

Marketing & Business Development Committee Update –

Marketing & Air Service Update – Canadian air service is always cut back end of April but will return in October/November. Currently May through September are showing down from previous year but they will be stronger as people make their summer plans for escaping the heat of a desert summer. The runway construction at SFO continues to reduce summer flights into PSP and airlines continue to adjust their schedules due to Boeing 737 MAX delivery delays. Seats start to increase in October with an additional 14,000+ departing seats compared to a year ago.

February Total Passenger Counts is an increase of 2.3% over 2023 and a new record month of 382,596 passengers. March continued this trend with an increase of 6.4% over 2023 and a new record month with 479,118 passengers.

Ad Hoc Design Review Committee Update – New menus for onsite restaurants and bars are being developed with emphasis on fresh and healthy. All collateral for these new venues is also currently in design.

Concessions Update – all on schedule for projected opening dates. Half Moon Empanadas has been removed from the schedule.

Financial Summary Update – Victoria Carpenter, Finance Director, simply stated that the airport continues to be profitable. Already the revenue of \$6.6M represents 72% of the full year budget which reflects the seasonal nature of the car rental business. Fund 415 for Airport Operations & Maintenance shows the YTD is \$9.7M below the prior year because the prior year included the

CARES ACT funding of \$6M and ARPA funding of \$6M that will not be repeated in the current year. Adjusting for these two items, revenue is up 18% YTD over the prior year.

Projects and Airport Capital Improvement Program: Will be mentioned in the Executive Director Report.

Executive Director Report – Harry Barrett mentioned that homeless have been noticed once again at the airport and the temperatures have yet to hit 100 degrees. None of them have been aggressive and have quietly left the premises. This situation will continue to be evaluated. All other capital projects continue to be in design or in process. They are all on schedule based on our timeline. The exception is the Baggage Claim Expansion and Renovation which is now delayed and remains in environmental review. There is no indication of when the review process will be completed. It is a result of the Wexler terminal building being listed on the National Register of Historic Places which makes it subject to additional reviews. The Sterile Area Shade Structures are to be installed by June 2024.

The next Airport Commission Meeting will be on May 15, 2024 at 5:30 pm.

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