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# HOUSING AUTHORITY AGENDA

CITY HALL COUNCIL CHAMBER  
78495 Calle Tampico La Quinta

## SPECIAL MEETING

TUESDAY, JUNE 18, 2024 AT 4:00 P.M. (or thereafter)

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: Authority Members: Evans, McGarrey, Peña, Sanchez, and Chairperson Fitzpatrick

**VERBAL ANNOUNCEMENT – AB 23 [AUTHORITY SECRETARY]**

### PLEDGE OF ALLEGIANCE

### CONFIRMATION OF AGENDA

### PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the Housing Authority on any matter not listed on the agenda pursuant to the “Public Comments – Instructions” listed at the end of the agenda. The Housing Authority 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)].

### CONSENT CALENDAR

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

1. APPROVE HOUSING AUTHORITY SPECIAL MEETING MINUTES OF JUNE 4, 2024

- 2. APPROVE AGREEMENT FOR CONTRACT SERVICES WITH BECKY CAHA FOR HOUSING COMPLIANCE AND MONITORING SERVICES

**BUSINESS SESSION**

- 1. ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2024/25 LA QUINTA HOUSING AUTHORITY BUDGET [RESOLUTION NO. HA 2024-001]

**HOUSING AUTHORITY MEMBERS' ITEMS**

**ADJOURNMENT**

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The next regular quarterly meeting of the Housing Authority will be held on July 16, 2024, at 4:00 p.m. in the City Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

**DECLARATION OF POSTING**

I, Monika Radeva, Authority Secretary of the La Quinta Housing Authority, do hereby declare that the foregoing agenda for the La Quinta Housing Authority special 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 June 13, 2024.

DATED: June 13, 2024

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

**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 <https://www.laquintaca.gov/business/city-council/housing-authority-agendas/>, 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 Housing Authority during a Housing Authority meeting, please be advised that 15 copies of all documents, exhibits, etc.,

must be supplied to the Authority Secretary 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 Housing Authority 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 Authority Secretary, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to [CityClerkMail@LaQuintaCA.gov](mailto:CityClerkMail@LaQuintaCA.gov), no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to the Housing Authority, 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 Chairperson, 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 Authority Secretary; 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 Chairperson.

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 Authority Secretary 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 Chairperson.

Public speakers may elect to use printed presentation materials to aid their comments; 15 copies of such printed materials shall be provided to the Authority Secretary to be disseminated to the Housing Authority, 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 Chairperson.

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 Housing Authority 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 Chair; the City will facilitate the ability for a member of the public to be audible to the Housing Authority 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 Chairperson, in order to become audible to the Housing Authority and the public.**

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

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



**HOUSING AUTHORITY  
MINUTES  
TUESDAY, JUNE 4, 2024**

**CALL TO ORDER**

A special meeting of the La Quinta Housing Authority was called to order at 8:20 p.m. by Chairperson Fitzpatrick.

PRESENT: Authority Members: Evans, McGarrey, Peña, Sanchez, and Chairperson Fitzpatrick  
ABSENT: None

**VERBAL ANNOUNCEMENT – AB 23** was made by the Authority Secretary

**PLEDGE OF ALLEGIANCE**

Authority Member Evans led the audience in the Pledge of Allegiance.

**CONFIRMATION OF AGENDA** – Confirmed

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

**CONSENT CALENDAR**

- 1. APPROVE REGULAR QUARTERLY HOUSING AUTHORITY MINUTES OF JANUARY 16, 2024**

MOTION – A motion was made and seconded by Authority Members Evans/Sanchez to approve the Consent Calendar as presented. Motion passed unanimously.

**STUDY SESSION**

- 1. DISCUSS FISCAL YEAR 2024/25 PROPOSED HOUSING AUTHORITY BUDGET**

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

Authority Members said they would like to explore opportunities to initiate housing projects.

**HOUSING AUTHORITY MEMBERS' ITEMS**

The Authority discussed the ability to possibly establish a grant program through which the Authority can provide funding to individuals in need of housing assistance, or to

groups and organizations that provide housing services and assistance to La Quinta residents, similarly to the Community Services Grants program the City offers to non-profit groups and organizations that provide services that benefit La Quinta residents; and directed staff to conduct research and bring this item back for Authority consideration.

**PUBLIC SPEAKER:** Gil Villalpando, Director of Business Unit and Housing Development – said staff had collaborated in the past with the Coachella Valley Housing Coalition (CVHC) to explore funding/grant options, however, staff did not receive additional information from CVHC; and will follow up again on the previous discussions.

### **ADJOURNMENT**

There being no further business, it was moved and seconded by Authority Members Peña/Sanchez to adjourn at 8:32 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority

# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: June 18, 2024

## STAFF REPORT

**AGENDA TITLE:** APPROVE AGREEMENT FOR CONTRACT SERVICES WITH BECKY CAHA FOR HOUSING COMPLIANCE AND MONITORING SERVICES

### RECOMMENDATION

Approve agreement for contract services with Becky Caha for housing compliance and monitoring services; and authorize the Executive Director to execute the agreement.

### EXECUTIVE SUMMARY

- The Housing Authority (Authority) has retained consultants to provide housing compliance and monitoring services (Services) for over 20 years.
- In March 2019, staff solicited proposals through a Request for Qualifications (RFQ) for the Services, and Becky Caha was the sole respondent. The current agreement expires June 30, 2024.
- Proposed is a two-year agreement (Attachment 1) with Becky Caha for the Services. The Housing Commission recommended Authority approval of the agreement at the June 12, 2024, regular meeting.

### FISCAL IMPACT

Agreement cost is \$103,350 per fiscal year (FY) and a \$15,000 contingency, for a total not to exceed amount of \$325,050, for the initial two-year term and optional one-year extended term. Fund will be budgeted annually in the Housing Fund Professional Services account 241-9101-60103 while the agreement is in effect.

<b>Fiscal Year</b>	<b>Services</b>	<b>Compensation</b>
2024-25	Housing Monitoring and Compliance	\$103,350
2025-26	Housing Monitoring and Compliance	\$103,350
2026-27	Housing Monitoring and Compliance	\$103,350
2024-27	Contingency at approximately 5%	\$ 15,000
	<b>Grand Total:</b>	<b>\$325,050</b>

## BACKGROUND/ANALYSIS

The Authority as Successor Agency to the former La Quinta Redevelopment Agency, oversees several affordable housing programs. The programs include a home ownership silent second trust deed program, single-family residential program, and a residential rehabilitation program.

For over twenty years, the Authority has retained consultants to provide the Services, which include, but are not limited to the following:

- Screen program applications to determine eligibility
- Process applications for covenant restricted property resales
- Annual compliance monitoring, certification, and reporting
- Loan subordination review, approval, and processing
- Payoff processing and monitoring
- Coordination with property owners, realtors, escrow, and title companies to process purchase and refinance
- Prepare required forms and paperwork
- Tenant screening, both initial and annual, including credit checks, personal references, employment verifications, and other such means of verifying the qualifications of new and existing tenants applying for or living in various Authority rental properties
- Provide courteous, professional service to property owners and applicants as they work through the purchase, refinance, and sale process.

The Authority has contracted with Becky Caha to provide the Services since 2013. On March 22, 2019, staff issued an RFQ, which was posted on the City's website and notification was sent to subscribers of the City's RFQ alerts and to various affordable housing agencies. The RFQ was active for two weeks and one proposal was received, submitted by Becky Caha. A new agreement was executed which expires June 30, 2024.

## ALTERNATIVES

The Authority may elect not to approve the proposed agreement and direct staff to publish an RFQ to solicit new proposals, which would require extending the current agreement on a month-to-month basis until the RFQ procurement process is completed.

Prepared by: Gil Villalpando, Director of Business Unit and Housing Development  
Approved by: Jon McMillen, Executive Director

Attachment: 1. Agreement for Contract Services with Becky Caha



## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the “Agreement”) is made and entered into by and between the LA QUINTA HOUSING AUTHORITY (“Authority” and or “City” used interchangeably from here on out), a public body, corporate and politic, and BEKCY CAHA, with a place of business at 9812 Continental Drive, Huntington Beach, California 92646 (“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 Housing Compliance and Monitoring 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 Three Hundred and Twenty-Five Thousand and Fifty Dollars (\$325,050), 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, 2026 ("Initial Term"). This Agreement may be extended for one additional year 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) Becky Caha  
Telephone No.: (760) 900 – 9668; (714) 968 – 2242  
Email: cahabecky@gmail.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 Gilbert Villalpando, Director of Business Unit and Housing Development 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:

La Quinta Housing Authority  
Attention: Gilbert Vilalpando  
78495 Calle Tampico  
La Quinta, California 92253

To Contracting Party:

Becky Caha  
9812 Continental Drive  
Huntington Beach, CA 92646

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

BECKY CAHA:

\_\_\_\_\_  
Becky Caha, Consultant

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

**COST PROPOSAL TO PROVIDE  
HOUSING COMPLIANCE AND  
MONITORING SERVICES**



**LA QUINTA HOUSING AUTHORITY**

La Quinta Housing Authority  
78-495 Calle Tampico  
La Quinta, CA 92253

**May 10, 2024**



9812 Continental Drive  
Huntington Beach, CA 92646  
760.900.9668  
[cahabecky@gmail.com](mailto:cahabecky@gmail.com)



May 10, 2024

**Via Electronic Mail**

Mr. Gilbert Villalpando, Director  
Business Unit and Housing Development  
City Manager's Office  
78-495 Calle Tampico  
La Quinta, CA 92253

## **COST PROPOSAL FOR HOUSING CONSULTANT SERVICES**

Dear Mr. Villalpando:

Thank you for the opportunity to present this letter providing a cost proposal for housing compliance and monitoring services to the La Quinta Housing Authority (Authority) from July 1, 2024, through June 30, 2026, with an optional extension of an additional year. It has been my pleasure to provide these services for the Authority for over 30 years.

My experience with the City and Authority makes me uniquely qualified to provide the Authority with the services requested in the Request for Proposals. I understand the need for compliance in all aspects of the Authority's affordable housing programs and a good working relationship with realtors, lenders, property owners, and Authority staff. This will allow the administration of these programs to continue seamlessly without any downtime.

The following scope of services outlines those duties and time requirements I propose to continue providing for the Authority.

### **SCOPE OF SERVICES**

#### **2nd TRUST DEED PROGRAM & OTHER LOAN PROGRAMS**

Application Processing: For all the Authority's 2nd Trust Deed Programs - review any potential applicants for resales (this includes Watercolors, 2nd Trust Deed Home Purchase Loans, Miraflores, Authority Resales, and Habitat, as well as any additional projects that may come online throughout the term of the contract with the Authority). Coordinate with realtors and escrow/title when processing purchases. *(Estimated time required – 7 hours per month)*



Subordination Review/Approval/Processing: Review current loan applications and verify whether or not refinance is allowable under the terms of the particular program; coordinate with lender and escrow in processing subordination agreements and preparing said agreements for signature. *(Estimated time required – 5 hours per month)*

Payoff Processing: Verify whether or not repayment of the loan is allowed and, if allowed, work with the lender, escrow, and property owner to determine the payoff amount, prepare the necessary payoff documents, and ensure that the Authority receives payment. *(Estimated time required – 5 hours per month)*

Phone Call/Inquiries: This consists of phone calls from realtors, property owners, lenders, and the general public on the terms and conditions of various properties within the Authority's housing program. It involves reviewing restrictions, determining potential resale prices, refinancing, and payoff limitations. *(Estimated time required – 30 hours per month)*

### **COMPLIANCE MONITORING (conducted once a year)**

2nd Trust Deed Home Purchase Loan Program - Annually mail recertification letters to all property owners to verify that they still reside on the property, research with the County in case of returned letters or discrepancy of mailing addresses to verify the owner occupancy. *(Estimated time required – 25 hours annually performed by May of each calendar year)*

Watercolor Senior Home Purchase Loan Program - Annually mail out recertification letters to all property owners to verify that they still reside on the property and research with the County in case of returned letters or discrepancies in mailing addresses to verify the owner occupancy. *(Estimated time required – 25 hours annually performed by September of each calendar year)*

### **MULTIFAMILY/RENTAL PROPERTIES**

Multifamily Rental Properties: Verify the continued compliance of the Agency's multifamily rental properties. Verify that the income levels of tenants and rental amounts are met to verify that each project is still compliant. *(Estimated time required – 10 hours annually performed in the second quarter of each calendar year.)*

Authority-Owned Single-Family Rental Properties - Verify the continued compliance of the Authority-owned single-family rental properties. Verify the income levels of current tenants and rental amounts to verify that each property is still within compliance. Certify new tenants to ensure income qualification and applicable current maximum rents. *(Estimated time required – 3 hours monthly performed throughout the year.)*

**OTHER SERVICES**

Recording Reconveyances (term expiration): Prepare any necessary release documents as the term of assistance expires. Coordinate with the City to record the required documents to release the property and property owner from affordability restrictions. *(Estimated time required – 2 hours monthly performed as terms required.)*

Housing Authority Annual Report: Verification of Housing Compliance Database for annual reporting requirements. *(Estimated time required – 5 annually upon request for Authority staff.)*

Again, I am prepared to alter my scope of services to accommodate any changes in services the Authority deems appropriate.

**FEE PROPOSAL**

Below is my fee proposal based upon compensation on a time and materials basis. My hourly rate for this engagement is \$150 per hour. The estimate below is provided for two years with an option of extending to a third year, assuming all services in the Scope of Services remain unchanged. These services are anticipated to be provided for an estimated NOT TO EXCEED ANNUAL FEE of \$103,350.

Estimated Budget:

<b>LA QUINTA HOUSING AUTHORITY Housing Program Administration Annual Budget</b>		
	Hours	\$ Amount
<b>2nd Trust Deed Program</b>		
Application Processing - Resales of Covenanted Properties	84	\$ 12,600
Subordination Review/Approval/Processing	60	\$ 9,000
Payoff Processing	60	\$ 9,000
Phone Calls/Inquiries	360	\$ 54,000
Ownership Recertification Compliance Monitoring	50	\$ 7,500
<b>Multifamily / Rental Properties</b>		
Annual Compliance Certification Monitoring	10	\$ 1,500
Tenant Recertification / Move-In Certification for Authority-owned Properties	36	\$ 5,400
<b>Other Services</b>		
Recording Reconveyances	24	\$ 3,600
Housing Authority Annual Report	5	\$ 750
<b>TOTAL</b>		<b>\$ 103,350</b>

Invoices

Invoices will be submitted at the end of each month. Expense charges will be kept to a minimum and billed at cost only. I will not charge for my notary services, phone charges, or mileage within Southern California. I will charge for postage, outside services, and copying charges for more than 5 copies.

Insurance

I currently have insurance that covers these services and will upgrade my insurance, if needed, to meet the Authority's requirements throughout the term of my contract.

Thank you for this opportunity to provide the Authority with this cost proposal for these services. I am hopeful that the working relationship that is currently in place can continue. Don't hesitate to get in touch with me with any questions or if you require any additions/subtractions to the Scope of Services. You can reach me at (760) 900-9668 or [cahabecky@gmail.com](mailto:cahabecky@gmail.com).

Sincerely,

*Becky Cahá*

Housing Program Consultant

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed Three Hundred and Twenty-Five Thousand and Fifty Dollars (\$325,050) for the life of the Agreement, encompassing the Initial and any Extended Terms (“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.

<b>Fiscal Year</b>	<b>Services</b>	<b>Compensation</b>
2024-25	Housing Monitoring and Compliance	\$103,350
2025-26	Housing Monitoring and Compliance	\$103,350
2026-27	Housing Monitoring and Compliance	\$103,350
2024-27	Contingency at approximately 5%	\$ 15,000
	<b>Grand Total:</b>	<b>\$325,050</b>

Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference.

Exhibit D  
Special Requirements

None

Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)

Auto Liability Additional Insured  
Personal Auto Declaration Page if applicable

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

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

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

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

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

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

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

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

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

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



- e. Liability arising from the failure to render professional services.

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

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

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

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

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

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

- 1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the

right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

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

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

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

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

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

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

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the

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

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

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

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

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

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

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

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a

given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

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

Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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

# City of La Quinta

HOUSING AUTHORITY SPECIAL MEETING: June 18, 2024

## STAFF REPORT

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**AGENDA TITLE:** ADOPT RESOLUTION TO APPROVE FISCAL YEAR 2024/25 LA QUINTA HOUSING AUTHORITY BUDGET

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### RECOMMENDATION

Adopt a Resolution of the La Quinta Housing Authority approving the fiscal year 2024/25 Housing Authority Budget.

### EXECUTIVE SUMMARY

- Annually, the budget for the La Quinta Housing Authority is prepared and submitted for the Housing Authority's review and approval.
- The Housing Commission reviewed and approved the Housing Authority's Budget.
- The Housing Fund (241) includes operating revenue of \$1,452,000 and total expenditures of \$1,715,440. The shortfall (\$263,440) will be covered by fund balance (estimated at \$11.2 million).
- The RDA Low-Mod Fund (243) recognizes loan repayments in unassigned reserves. The loan repayment for 2024/25 will be \$701,163. Expenditures for this fund total \$250,000.
- Low/Moderate Bond Funds (249) are for the acquisition of real property and the evaluation of future affordable housing projects.

### FISCAL IMPACT

Project expenditures for all Housing Funds are \$2,215,440 with revenues of \$2,231,163 (inclusive of the loan repayment). Twenty percent (\$701,163) of the annual loan repayments from the Successor Agency are designated for housing (eighty percent goes to the General Fund).

### BACKGROUND/ANALYSIS

The Housing Authority reviewed and commented on the proposed budget on June 4, 2024. Staff provided an overview of the proposed budget to the Housing Commission on June 12, 2024. There were no further recommendations for adjustments from these study sessions.

Line item details for revenues and expenses are located in Attachment 1.

**ALTERNATIVES**

The Authority may further adjust the various appropriations.

Prepared by: Claudia Martinez, Housing Authority Finance Director  
Approved by: Jon McMillen, Housing Authority Executive Director

Attachment: 1. Fiscal Year 2024/25 Housing Authority Budget



**RESOLUTION NO. HA 2024 – XXX**

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE  
CITY OF LA QUINTA, CALIFORNIA, APPROVING FISCAL  
YEAR 2024/25 BUDGET**

**WHEREAS**, each year the La Quinta Housing Authority adopts a Budget for Revenues and Expenditures for the upcoming Fiscal Year; and

**WHEREAS**, the Housing Authority desires to make provisions for a level of services commensurate with the needs of the City; and

**WHEREAS**, the Housing Authority has reviewed said budget and has had several public meetings to receive public input; and

**WHEREAS**, the Housing Authority has, after due deliberation and consideration, made such amendments to the proposed budget as it considers desirable.

**NOW, THEREFORE, BE IT RESOLVED** by the La Quinta Housing Authority to adopt, as follows:

SECTION 1. The Fiscal Year 2024/25 Budget, which is on file with the La Quinta Housing Authority Secretary, is hereby approved.

SECTION 2. Budget adjustment procedures are approved as follows:

- A. Additional appropriations and the transfer of cash or unappropriated fund balance from one fund to another shall be made only upon Housing Authority approval.
- B. Transfers of budgeted appropriations between divisions or capital projects shall be made only upon Housing Authority approval.
- C. Transfers of budgeted appropriations between accounts within a division or capital project may be made with the approval of the Executive Director or his designee.
- D. Prior year budget continuing Appropriations and Encumbrances for unexpended capital project appropriations remaining from uncompleted prior year capital projects shall be made with Executive Director approval. These carry-over appropriations are for prior year Housing Authority approved capital projects and shall not exceed the approved project budget.

SECTION 3. The Executive Director shall render a monthly report on the status of City operations as it relates to the approved budget and any amendments thereto.

Resolution No. HA 2024 - XXX  
Budget Approval FY 2024/25  
Adopted: June 18, 2024  
Page 2 of 2

**PASSED, APPROVED, and ADOPTED** at a special meeting of the La Quinta Housing Authority held on this 18th day of June 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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KATHLEEN FITZPATRICK, Chairperson  
La Quinta Housing Authority, California

**ATTEST:**

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MONIKA RADEVA, Authority Secretary  
La Quinta Housing Authority, California

(AUTHORITY SEAL)

**APPROVED AS TO FORM:**

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WILLIAM H. IHRKE, Authority Attorney  
La Quinta Housing Authority, California

CITY OF  
LA QUINTA

2024/25



Housing Authority  
Adopted Budget



### HOUSING AUTHORITY 2024/25 BUDGET SUMMARY

Housing Fund Revenues	2023/24 Current	2024/25 Proposed	2024/25 Adopted	Variance Current vs. Adopted
241 - Housing Authority	1,771,500	1,452,000	1,452,000	(319,500)
243 - RDA Low-Mod Housing	30,000	60,000	60,000	30,000
249 - SA 2011 Low/Mod Bond	1,423,009	18,000	18,000	(1,405,009)
<b>Total Revenues</b>	<b>3,224,509</b>	<b>1,530,000</b>	<b>1,530,000</b>	<b>(1,694,509)</b>
RDA Loan Repayment	687,415	701,163	701,163	13,748
<b>Total Operating Revenues</b>	<b>3,911,924</b>	<b>2,231,163</b>	<b>2,231,163</b>	<b>(1,680,761)</b>

  

Housing Fund Expenditures	2023/24 Current	2024/25 Proposed	2024/25 Adopted	Variance Current vs. Adopted
241 - Housing Authority	2,326,340	1,715,440	1,715,440	(610,900)
243 - RDA Low-Mod Housing	300,000	250,000	250,000	(50,000)
249 - SA 2011 Low/Mod Bond	3,824,192	250,000	250,000	(3,574,192)
<b>Total Expenditures</b>	<b>6,450,532</b>	<b>2,215,440</b>	<b>2,215,440</b>	<b>(4,235,092)</b>
<b>Budget Surplus/(Deficit)</b>	<b>(2,538,608)</b>	<b>15,723</b>	<b>15,723</b>	

#### CITY OF LA QUINTA ESTIMATED ENDING FUND BALANCES FISCAL YEAR ENDING JUNE 30, 2024

FUND #	FUND NAME	ESTIMATED AVAILABLE FUND BALANCE July 1, 2024	ESTIMATED REVENUES	ESTIMATED EXPENDITURES	ESTIMATED ENDING FUND BALANCE June 30, 2025
241	HOUSING AUTHORITY FUND	11,500,000	1,452,000	1,715,440	11,236,560
243*	RDA LOW-MOD HOUSING FUND	3,500,000	761,163	250,000	4,011,163
249	SA 2011 LOW/MOD BOND	500,000	18,000	250,000	268,000
<b>GRAND TOTAL</b>		<b>15,500,000</b>	<b>2,231,163</b>	<b>2,215,440</b>	<b>15,515,723</b>

\* General Fund and RDA Low-Mod Housing Fund estimates are for unappropriated reserves and included annual Successor Agency loan repayments as approved with the last and final recognized obligation payment schedule. The repayment for FY 2024/25 is \$701,163.

		2022/23	2023/24	2024/25	2024/25
		Actuals	Current	Proposed	Adopted
<b>241 - HOUSING AUTHORITY</b>					
241-9101-41900	Allocated Interest	248,848	150,000	200,000	200,000
241-9101-41910	GASB 31 Interest	(54,726)	0	0	0
241-9101-41915	Non-Allocated Interest	0	500	1,000	1,000
241-9101-42301	Miscellaneous Revenue	1	0	0	0
241-9101-42706	Loan Repayments	190,528	0	0	0
241-9101-43504	2nd Trust Deed Repayments	50,253	150,000	100,000	100,000
241-9101-45000	Sale of Other Assets	0	120,000	0	0
241-9103-43501	Miscellaneous Revenue/LQRP	0	200,000	0	0
241-9103-43502	Rent Revenue/LQRP	372,345	350,000	350,000	350,000
241-9104-42112	Rent Revenue/Tenant/Dune Palms	786,712	800,000	800,000	800,000
241-9104-42302	Miscellaneous Revenue/Dune Palr	0	1,000	1,000	1,000
<b>Total:</b>		<b>1,593,961</b>	<b>1,771,500</b>	<b>1,452,000</b>	<b>1,452,000</b>
<b>243 - RDA LOW-MOD HOUSING FUND</b>					
243-0000-41900	Allocated Interest	69,979	30,000	60,000	60,000
243-0000-41910	GASB 31 Interest	(28,370)	0	0	0
243-0000-48500	Extraordinary Gain	95,298	0	0	0
<b>Total:</b>		<b>136,908</b>	<b>30,000</b>	<b>60,000</b>	<b>60,000</b>
<b>249 - SA 2011 LOW/MOD BOND FUND (Refinance)</b>					
249-0000-41900	Allocated Interest	16,611	6,000	3,000	3,000
249-0000-41910	GASB 31 Interest	(5,220)	0	0	0
249-0000-41915	Non-Allocated Interest	47,267	30,000	15,000	15,000
249-0000-42301	Miscellaneous Revenue	1,106	0	0	0
249-0000-49500	Transfers In	0	1,387,009	0	0
<b>Total:</b>		<b>59,764</b>	<b>1,423,009</b>	<b>18,000</b>	<b>18,000</b>
<b>HOUSING AUTHORITY REVENUE</b>		<b>1,790,633</b>	<b>3,224,509</b>	<b>1,530,000</b>	<b>1,530,000</b>

The Housing Authority budget invests in programs and projects that preserve and increase the supply of affordable housing in the City.

241 Housing Authority Fund: Second Trust Deed Payments and Home Sale Proceeds vary from year-to-year. Additional repayment of silent second trust deeds are recognized upon receipt.

241-9101-45000, Sale of Other Assets revenues in FY 2023/2024 reflects the purchase and agreement between the City of La Quinta and the La Quinta Housing Authority for vacant parcels to be used for future low/moderate affordable housing.

243 RDA Low-Mod Housing Fund: The 2024/25 former Redevelopment Agency loan repayment of \$701,163 will be recognized in reserves within this Fund.

249 Successor Agency (SA) 2011 Low/Mod Bond Fund was used for the acquisition of the vacant property located west of the Home Depot Center on Highway 111, on the northeast corner of Highway 111 and Dune Palms Road proposed to be developed as an affordable housing development with a connecting thoroughfare to CV Link in FY 2023/24. Remaining bond funds continue to earn interest and are available for future housing projects.

		2022/23	2023/24	2024/25	2024/25
		Actuals	Current	Proposed	Adopted
<b>241 - HOUSING AUTHORITY</b>					
<b>9101 - Housing Authority - Admin</b>					
<b>50 - Salaries and Benefits</b>					
241-9101-50101	Permanent Full Time	282,118	312,700	322,000	322,000
241-9101-50110	Commissions & Boards	700	1,800	1,800	1,800
241-9101-50150	Other Compensation	96	200	200	200
241-9101-50200	PERS-City Portion	22,352	29,600	31,200	31,200
241-9101-50215	Other Fringe Benefits	6,730	3,640	3,640	3,640
241-9101-50221	Medical Insurance	49,290	67,000	70,000	70,000
241-9101-50222	Vision Insurance	402	0	0	0
241-9101-50223	Dental Insurance	2,612	0	0	0
241-9101-50224	Life Insurance	182	0	0	0
241-9101-50225	Long Term Disability	1,634	2,000	2,000	2,000
241-9101-50230	Workers Comp Insurance	5,900	13,400	13,400	13,400
241-9101-50240	Social Security-Medicare	4,130	4,600	4,800	4,800
241-9101-50241	Social Security-FICA	87	0	0	0
<b>50 - Salaries and Benefits Totals:</b>		<b>376,234</b>	<b>434,940</b>	<b>449,040</b>	<b>449,040</b>
<b>60 - Contract Services</b>					
241-9101-60103	Professional Services	68,352	75,000	75,000	75,000
241-9101-60106	Auditors	3,780	5,000	5,000	5,000
241-9101-60153	Attorney	15,568	20,000	25,000	25,000
241-9101-60157	Rental Expenes	0	200,000	0	0
<b>60 - Contract Services Totals:</b>		<b>87,700</b>	<b>300,000</b>	<b>105,000</b>	<b>105,000</b>
<b>62 - Maintenance &amp; Operations</b>					
241-9101-60320	Travel & Training	293	1,000	1,000	1,000
241-9101-60420	Operating Supplies	119	2,000	2,000	2,000
<b>62 - Maintenance &amp; Operations Totals:</b>		<b>412</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>
<b>69 - Internal Service Charges</b>					
241-9101-91843	Property & Crime Insurance	8,100	9,300	9,300	9,300
241-9101-91844	Earthquake Insurance	16,100	18,200	18,200	18,200
241-9101-98110	Information Tech Charges	64,400	80,900	80,900	80,900
<b>69 - Internal Service Charges Totals:</b>		<b>88,600</b>	<b>108,400</b>	<b>108,400</b>	<b>108,400</b>
<b>9101 - Housing Authority - Admin Totals:</b>		<b>552,947</b>	<b>846,340</b>	<b>665,440</b>	<b>665,440</b>
<b>9103 - Housing Authority - LQRP</b>					
<b>62 - Maintenance &amp; Operations</b>					
241-9103-60157	Rental Expenses	760,748	350,000	350,000	350,000
<b>62 - Maintenance &amp; Operations Totals:</b>		<b>760,748</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>9103 - Housing Authority - LQRP Totals:</b>		<b>760,748</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>
<b>9104 - Dune Palms Mobile Estates</b>					
<b>60 - Contract Services</b>					
241-9104-60103	Professional Services	118,328	100,000	100,000	100,000
241-9104-60157	Rental Expense	383,008	430,000	400,000	400,000
<b>60 - Contract Services Totals:</b>		<b>501,337</b>	<b>530,000</b>	<b>500,000</b>	<b>500,000</b>
<b>68 - Capital Expenses</b>					
241-9104-72110	Building/Site Improvements	90,409	600,000	200,000	200,000
<b>68 - Capital Expenses Totals:</b>		<b>90,409</b>	<b>600,000</b>	<b>200,000</b>	<b>200,000</b>
<b>9104 - Dune Palms Mobile Estates Totals:</b>		<b>591,746</b>	<b>1,130,000</b>	<b>700,000</b>	<b>700,000</b>
<b>241 - HOUSING AUTHORITY Totals:</b>		<b>1,905,441</b>	<b>2,326,340</b>	<b>1,715,440</b>	<b>1,715,440</b>

241 Housing Authority Fund: These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.

**Fund: 241 - HOUSING AUTHORITY**

	<b>Permanent Full Time</b>	<b>322,000.00</b>
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- 20% - City Manager (80% City Manager)
- 10% - Finance Director (90% Finance)
- 10% - City Clerk (90% City Clerk)
- 40% - Director- Business Unit & Housing Development (60% City Manager)
- 60% - Senior Management Analyst (40% Information Technology Fund)
- 60% - Management Specialist (40% City Manager)
- 80% - Administrative Technician (20% City Manager)

Housing Authority Member Stipends (5)

<b>241-9101-60103</b>	<b>Professional Services</b>	<b>75,000.00</b>
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Housing compliance services

<b>241-9101-60320</b>	<b>Travel &amp; Training</b>	<b>1,000.00</b>
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For housing related training and staff development

<b>241-9103-60157</b>	<b>Rental Expenses</b>	<b>350,000.00</b>
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Expenses associated with 28 homes owned by the Authority which are located in the La Quinta Cove

<b>241-9104-60103</b>	<b>Professional Services</b>	<b>100,000.00</b>
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For residential property management services at Dune Palms Mobile Estates

<b>241-9104-60157</b>	<b>Rental Expense</b>	<b>400,000.00</b>
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Expenses associated with 102 units owned by the Authority which are located in North La Quinta

		<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2024/25</b>
		<b>Actuals</b>	<b>Current</b>	<b>Proposed</b>	<b>Adopted</b>
<b>243 - RDA LOW-MOD HOUSING FUND</b>					
<b>0000 - Undesignated</b>					
<b>64 - Other Expenses</b>					
243-0000-60532	Homelessness Assistance	255,000	300,000	250,000	250,000
<b>64 - Other Expenses Totals:</b>		<b>255,000</b>	<b>300,000</b>	<b>250,000</b>	<b>250,000</b>
<b>0000 - Undesignated Totals:</b>		<b>255,000</b>	<b>300,000</b>	<b>250,000</b>	<b>250,000</b>
<b>243 - RDA LOW-MOD HOUSING FUND Totals:</b>		<b>255,000</b>	<b>300,000</b>	<b>250,000</b>	<b>250,000</b>

243 RDA Low-Mod Housing Fund: The 2024/25 former Redevelopment Agency loan repayment of \$701,163 will be recognized in reserves within this Fund. These funds are used to account for the housing activities of the Housing Authority which are to promote and provide quality affordable housing.



		<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2024/25</b>
		<b>Actuals</b>	<b>Current</b>	<b>Proposed</b>	<b>Adopted</b>
<b>249 - SA 2011 LOW/MOD BOND FUND (Refinanced in</b>					
<b>0000 - Undesignated</b>					
<b>68 - Capital Expenses</b>					
249-0000-74010	Land Acquisition	50,000	3,574,192	0	0
249-0000-80050	Affordable Housing Project Developme	15,245	250,000	250,000	250,000
<b>68 - Capital Expenses Totals:</b>		<b>65,245</b>	<b>3,824,192</b>	<b>250,000</b>	<b>250,000</b>
<b>0000 - Undesignated Totals:</b>		<b>65,245</b>	<b>3,824,192</b>	<b>250,000</b>	<b>250,000</b>
<b>249- SA LOW/MOD BOND FUND (Refinanced in 2016) Totals:</b>		<b>65,245</b>	<b>3,824,192</b>	<b>250,000</b>	<b>250,000</b>

249 Successor Agency Bond Fund: These funds are restricted per individual bond covenants and were used for the acquisition of the vacant property located west of the Home Depot Center on Highway 111, on the northeast corner of Highway 111 and Dune Palms Road. This property is proposed to be developed as an affordable housing development with a connecting thoroughfare to CV Link. Remaining funds are available for future housing projects. For FY 2024/25, budget will be used for investment in design and development of projects.