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CITY COUNCIL AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

REGULAR MEETING ON TUESDAY, OCTOBER 15, 2024
3:00 P.M. CLOSED SESSION | 4:00 P.M. OPEN SESSION

Members of the public **may listen to this meeting by tuning-in live via**
www.laquintaca.gov/livemeetings.

CALL TO ORDER

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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

CONFIRMATION OF AGENDA

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION;
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR
(3) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9
(NUMBER OF POTENTIAL CASES: 1)
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION;
PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (d) OF GOVERNMENT CODE
SECTION 54956.9;
CASES NAMES AND NUMBERS – MULTIPLE (listed below, all in U.S. Bankruptcy
Court, District of Delaware)

CASE NAME:	CASE NUMBER
SilverRock Development Company, LLC	24-11647
SilverRock Lifestyle Residences, LLC	24-11648
SilverRock Lodging, LLC	24-11650
SilverRock Luxury Residences, LLC	24-11652
SilverRock Phase I, LLC	24-11654
RGC PA 789, LLC	24-11657

RECESS TO CLOSED SESSION

RECONVENE AT 4:00 P.M.

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS

1. ARTS AND MUSIC LINE PROJECT UPDATE – PRESENTATION BY COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ASSISTANT DIRECTOR OF TRANSPORTATION RANDY BOWMAN
2. LA QUINTA ART CELEBRATION – NOVEMBER 2024 EVENT SUMMARY PRESENTATION BY EVENT PRODUCER PAUL ANDERSON WITH SCOPE EVENTS
3. TALUS DEVELOPMENT PROJECT (FORMERLY SILVERROCK) – STATUS UPDATE

CONSENT CALENDAR

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

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PUBLIC HEARINGS – None

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REPORTS AND INFORMATIONAL ITEMS

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2. CVAG ENERGY AND ENVIRONMENTAL RESOURCES COMMITTEE (Evans)
3. CVAG EXECUTIVE COMMITTEE (Evans)
4. VISIT GREATER PALM SPRINGS CONVENTION AND VISITORS BUREAU (Evans)
5. IMPERIAL IRRIGATION DISTRICT – COACHELLA VALLEY ENERGY COMMISSION (Evans)
6. LEAGUE OF CALIFORNIA CITIES DELEGATE (Evans)
7. COACHELLA VALLEY WATER DISTRICT JOINT POLICY COMMITTEE (Evans)
8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (Evans)
9. GREATER CV CHAMBER OF COMMERCE INFORMATION EXCHANGE COMMITTEE (Evans)
10. ECONOMIC DEVELOPMENT SUBCOMMITTEE (Evans & Fitzpatrick)
11. DESERT SANDS UNIFIED SCHOOL DISTRICT COMMITTEE (Evans & Sanchez)
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ADJOURNMENT

The next regular meeting of the City Council will be held on November 5, 2024, at 4:00 p.m. at the City Hall Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

DECLARATION OF POSTING

I, Monika Radeva, City Clerk of the City of La Quinta, do hereby declare that the foregoing Agenda for the La Quinta City Council meeting was posted on the City's website, near the entrance to the Council Chamber at 78495 Calle Tampico, and the bulletin board at the La Quinta Cove Post Office at 51321 Avenida Bermudas, on October 10, 2024.

DATED: October 10, 2024



MONIKA RADEVA, City Clerk
City of La Quinta, California

Public Notices

- Agenda packet materials are available for public inspection: 1) at the Clerk's Office at La Quinta City Hall, located at 78495 Calle Tampico, La Quinta, California 92253; and 2) on the City's website at www.laquintaca.gov/councilagendas, in accordance with the Brown Act [Government Code § 54957.5; AB 2647 (Stats. 2022, Ch. 971)].
- The La Quinta City Council Chamber is handicapped accessible. If special equipment is needed for the hearing impaired, please call the City Clerk's office at (760) 777-7123, 24-hours in advance of the meeting and accommodations will be made.
- If background material is to be presented to the City Council during a City Council meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the City Clerk for distribution. It is requested that this takes place prior to the beginning of the meeting.

PUBLIC COMMENTS - INSTRUCTIONS

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

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

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

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

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

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

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

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

TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS

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

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

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

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

ZOOM LINK: <https://us06web.zoom.us/j/86171130130>
Meeting ID: 861 7113 0130
Or join by phone: (253) 215 – 8782

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

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**CITY COUNCIL
MINUTES
TUESDAY, SEPTEMBER 17, 2024**

CALL TO ORDER

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

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA

Councilmembers stated they would like to comment on Consent Calendar Item Nos. 10 through 15.

Councilmember McGarrey said she will recuse herself and abstain from discussion and vote on Consent Calendar Item No. 22 due to a potential conflict of interest stemming from a business relationship, i.e., her employer, Southern California Gas Company, is listed on the Demand Register, and requested that the item be pulled for a separate vote.

Council concurred.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION;
PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (d) OF GOVERNMENT
CODE SECTION 54956.9;
CASES NAMES AND NUMBERS – MULTIPLE (listed below, all in U.S.
Bankruptcy Court, District of Delaware)**

CASE NAME:	CASE NUMBER
SilverRock Development Company, LLC	24-11647
SilverRock Lifestyle Residences, LLC	24-11648
SilverRock Lodging, LLC	24-11650
SilverRock Luxury Residences, LLC	24-11652
SilverRock Phase I, LLC	24-11654
RGC PA 789, LLC	24-11657

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

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

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

City Attorney Ihrke reported no actions were taken on Closed Session Item No. 1 that require reporting pursuant to Government Code section 54957.1 (Brown Act).

Council's authorization remains in place for the City Attorney, in coordination with the City Attorney's Office, to defend and protect the interests of the City in the multiple bankruptcy cases filed by SilverRock Development Company and its responsive affiliates as reported out for Closed Session Item No. 2 from the August 6, 2024 Council meeting.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Alena Callimanis, La Quinta – spoke about the *Read With Me* volunteer program, which assists children from low income, limited English speaking environments to develop to their fullest potential by learning to read, comprehend, and speak English while understanding that people care about them as individuals, and noted what is required to become a volunteer, and the dates of volunteer recruitment events that will be held at the Wellness Center.

PUBLIC SPEAKER: Jeff Fishbein, Chair of the La Quinta Chamber of Commerce, Coldwell Banker Realtor, and La Quinta resident – provided an update on Chamber events and activities, including the upcoming State-of-the-City event scheduled for September 19, 2024, at the La Quinta Resort & Club; noted awards for Business of the Year, Non-Profit of the Year, Volunteer of the Year, etc.; and announced new businesses.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

- **AUTISM CENTER CERTIFICATION** – *added announcement*

Mayor Evans said La Quinta is the third city in the Coachella Valley receiving the Certified Autism Center Recognition.

1. **HUNGER ACTION MONTH – SEPTEMBER 2024 – PRESENTATION BY FIND FOOD BANK PRESIDENT AND CHIEF EXECUTIVE OFFICER DEBBIE ESPINOSA AND DEVELOPMENT AND COMMUNITY RELATIONS MANAGER RACHEL ANDERSON**

Chief Executive Officer Espinosa with Find Food Bank spoke about the importance of aiding Hunger Action Month; the efforts and objectives; encouraged the community to join

the movement to help end hunger this month by volunteering or donating; and the benefits of Senate Bill 1383, food recycling.

2. PROCLAMATION IN RECOGNITION OF CONSTITUTION WEEK – SEPTEMBER 16-22, 2024, COMMEMORATING THE SIGNING OF THE UNITED STATES CONSTITUTION

Constitution Week Committee Chair Rhonda Fleming-Latkovic, representative of the Cahuilla Chapter of the National Society Daughters of the American Revolution (NSDAR), accompanied by a fellow NSDAR representative Rosemary Hallick, explained that this is a non-political organization formed in 1890, which promotes historical preservation, education, and patriotism; and spoke about the organization’s membership and efforts to commemorate the US Constitution and emphasize its importance.

Council presented the NSDAR representatives with a proclamation in recognition of Constitution Week celebrating the 237th anniversary of the signing of the U.S. Constitution in September 1787.

3. CERTIFICATE OF RECOGNITION HONORING LA QUINTA HIGH SCHOOL TEACHER FRANK CEJA AS THE RECIPIENT OF THE AIR AND SPACE FORCES ASSOCIATION 2024 TEACHER OF THE YEAR AWARD

Mr. Ceja explained how he learned of his nomination; the parameters of the award; and thanked the Council for the recognition. Students of Mr. Ceja, Abigail Westland and Thomas Hensel, provided their experience of Mr. Ceja’s talent as a teacher.

Council presented Mr. Ceja with a Certificate of Recognition honoring him as the recipient of the Air and Space Forces Association 2024 Teacher of the Year award.

4. TALUS DEVELOPMENT PROJECT (FORMERLY SILVERROCK) – STATUS UPDATE

City Manager McMillen said on August 5, 2024, SilverRock Development Company LLC (SDC) and its affiliates petitioned for Chapter 11 bankruptcy in U.S. Bankruptcy Court in Delaware, which automatically put a hold on the foreclosure sale and plans to move forward with a new developer.

Following Council’s unanimous direction during its August 6, 2024, meeting, Mr. McMillen and City Attorney Ihrke have coordinated for the defense and protection of La Quinta’s interests in the bankruptcy case filed by SDC.

These interests have included and will continue to include, among other items:

- Ensuring the City’s right to approve any developer of the project going forward.
- Maintaining the City’s oversight and approval rights for the development of the project. This includes phasing, schedules, and financing.

- Facilitating, through the bankruptcy court proceeding, an expeditious plan to protect and secure the site, update estimates and appraisals, and create a plan to identify new qualified development entity's that can fully fund and resume construction of the project as soon as possible.

In a special meeting on September 9, 2024, Council unanimously voted to ratify and approve a professional services agreement with Whiteford, Taylor & Preston LLP to represent the City as special counsel and local Delaware counsel in connection with the bankruptcy.

The City has been and will continue to be diligent in asserting its position and interest in the bankruptcy proceedings with the goal of resolving the case quickly and having the project move forward.

City Manager McMillen asked the City Attorney to provide some additional detail regarding Bankruptcies in general as well as some specifics with respect to these current proceedings.

City Attorney Ihrke said bankruptcy proceedings are highly specialized in the litigation world; they are governed by Federal Law and have specific courts with specific jurisdiction for bankruptcy cases; they generally follow two tracks, either voluntary and involuntary bankruptcy petitions; in this case, SDC filed for voluntary bankruptcy under the U.S. bankruptcy code, and this is the proceeding in which the City and several other parties, also known as "creditors" are participating. As noted by City Manager McMillen, the filing of the bankruptcy case places an immediate "stay" or "freeze" on all other state and federal lawsuits, all property transfers or foreclosures, and performing under existing (or "executory") contracts. While the "stay" temporary protects the debtor (here being SDC) from having to pay certain obligations, the debtor must also get court approval in order to do any business. Therefore, it is important for the City to be very involved, and most importantly for a plan to emerge out of bankruptcy, the court must approved it.

Mr. Ihrke noted bankruptcy cases move quickly, particularly at the beginning; to date there have already been three court hearings:

- a. "First Day Hearing" on August 13, 2024 – included perfunctory motions, such as to consolidate all of the bankruptcy petitions filed by the SDC entities.
- b. "Emergency Motion for 'Debtor In Possession Financing,'" or "DIP Financing" on September 3, 2024 – brought by SDC and opposed by the City and several other creditors because, among other reasons, the proposed financing terms by an outside lender, who is not a current creditor in these proceedings or party to the lawsuit, were very expensive, severe, and not favorable to the existing creditors; and the court denied that motion.
- c. "Second Day Hearing" on September 11, 2024 – included a motion to appoint legal counsel to represent SDC, which was granted; as well as a motion to grant a one-

week extension for SDC to file its financing statements and schedules required for a bankruptcy proceeding, to set forth the liabilities and the assets to move the proceeding forward, which was also granted by the court, and the statements are due to be filed with the court by midnight on September 18, 2024.

- d. The court temporarily allowed for the appointment of a “Chief Restructuring Officer” or “CRO” as allowed under the bankruptcy law, which acts as an independent “supervisor,” (i.e., not the “debtor” SDC itself), to oversee payment of expenses while the bankruptcy case is pending (such as payments for security fencing) and coordinates with parties to the bankruptcy proceeding to facilitate and recommend to the court a plan to emerge out of bankruptcy.

In this regard, the City Attorney Ihrke stated that he, the City Manager, and Special Counsel for the City have been significantly involved and communicating with the “CRO” in all aspects of these duties to ensure the Talus site does not fall into further disrepair, project construction can restart as soon as possible, and the City’s right is preserved and exercised to approve the next developer to take over the project under the operative agreements, once the bankruptcy proceedings have been resolved.

Another unique aspect of bankruptcy proceedings is that there is a U.S. Trustee’s Office which participates in the case; City Attorney Ihrke explained this is a federal office, under the U.S. Department of Justice, and it participates like a party but also has certain obligations and duties as provided in bankruptcy law; one of those obligations includes “convening and presiding at a meeting of creditors,” with the first meeting held on September 12, 2024; the court may not participate in this meeting, and this is not an official bankruptcy court proceeding; the U.S. Trustee was clear that the purpose of the meeting is for him to ask questions of the debtors, and in this case, the U.S. Trustee did ask questions of SDC representatives, including SDC’s representatives Robert Green and Fred Schuster; the U.S. Trustee also made it clear that other parties may question witnesses, but they are not required to; and regardless of whether questions are asked or not, all objections and right to question witnesses are preserved for when the parties appear in open court; because the U.S. Bankruptcy Court granted SDC the one-week extension to file its financial statements, the U.S. Trustee continued the September 12, 2024, meeting of creditors, to a future date that has not yet been set, as he wanted to interview SDC after its financial statements and schedules were filed, and the U.S. Trustee had an opportunity to examine them.

Mr. Ihrke noted regular updates will be provided continuously in future public meetings to keep the Council and the public informed on how the bankruptcy proceedings are progressing.

Mayor Pro Tem Peña asked that a summary of the events to date on the bankruptcy proceedings be posted on the City’s website to keep the public informed.

Councilmember Fitzpatrick asked why the court venue was not moved from Delaware to California. Mr. Ihrke explained the reason jurisdiction and venue in Delaware is appropriate for the bankruptcy proceedings is because SDC and its affiliates are registered LLCs in the State of Delaware; the U.S. Bankruptcy Court in Delaware has very experienced judges because many companies incorporate in Delaware, and bankruptcy proceedings end up prosecuted in Delaware frequently; after conducting due diligence, and conferring with the City Manager and the Special Counsel, it was decided that it made sense to keep the case in Delaware to avoid a delay in proceeding and to keep the case moving along.

Mayor Evans acknowledged that the Talus development progress is an important topic of discussion for La Quinta; and said protecting the City's interests is imperative and a top priority, and the City is conducting its due diligence to see this through, knowing that this is not an easy process, but it is necessary; the City has complied with the Development Agreement, and it was the SDC's deficiencies that led up to these proceedings; the City has not lost hundreds of millions as may be stated or read on social media, and the securing of funding and finances is the developer's obligation, which is the reason there are creditors; the City is actively participating in the bankruptcy proceedings representing and protecting the City's best interests.

CONSENT CALENDAR

- 1. APPROVE COUNCIL MEETING MINUTES DATED AUGUST 6, 2024**
- 2. APPROVE COUNCIL SPECIAL MEETING MINUTES DATED AUGUST 6, 2024**
- 3. APPROVE COUNCIL SPECIAL MEETING MINUTES DATED SEPTEMBER 9, 2024**
- 4. EXCUSE ABSENCES OF (1) COMMISSIONER HUNDT FROM THE AUGUST 13, 2024, PLANNING COMMISSION MEETING, (2) COMMISSIONER HERNANDEZ FROM THE SEPTEMBER 10, 2024, PLANNING COMMISSION MEETING, AND (3) COMMISSIONERS LEE, MAST, AND WAY FROM THE AUGUST 14, 2024, FINANCIAL ADVISORY COMMISSION MEETING**
- 5. AUTHORIZE OVERNIGHT TRAVEL FOR ONE TRAFFIC SIGNAL TECHNICIAN TO ATTEND THE INTERNATIONAL MUNICIPAL SIGNAL ASSOCIATION CERTIFICATION PROGRAM IN ONTARIO, CALIFORNIA, OCTOBER 7-10, 2024**
- 6. ADOPT ORDINANCE NOS. 616 AND 617 ON SECOND READING APPROVING (1) ZONE CHANGE 2017-0002 AND (2) DEVELOPMENT AGREEMENT 2021-0001, RESPECTIVELY, FOR THE TRAVERTINE PROJECT CONSISTING OF 1,200 RESIDENTIAL UNITS, 45,000 SQUARE FOOT HOTEL WITH 100 VILLAS, SPA AND WELLNESS CENTER AND OTHER COMMERCIAL AND RECREATIONAL USES; CEQA: ENVIRONMENTAL IMPACT REPORT (EA**

2017-0008, SCH # 2018011023) HAS BEEN PREPARED FOR THE PROPOSED PROJECT; LOCATION: SOUTH OF AVENUE 60, WEST OF MADISON STREET, AND NORTH OF AVENUE 64

- 7. ADOPT RESOLUTION TO APPROVE FINAL TARCT MAP AND SUBDIVISION IMPROVEMENT AGREEMENT ASSOCIATED WITH TRACT MAP NO. 38083, LOCATED ON THE SOUTH SIDE OF AVENUE 54 BETWEEN MADISON AND MONROE STREETS [RESOLUTION NO. 2024-035]**
- 8. ACCEPT ON-SITE IMPROVEMENTS ASSOCIATED WITH THE FLORESTA RESIDENTIAL DEVELOPMENT, TRACT MAP NO. 36762, LOCATED AT THE NORTHEAST CORNER OF AVENUE 52 AND JEFFERSON STREET**
- 9. ACCEPT OFF-SITE AND ON-SITE IMPROVEMENTS ASSOCIATED WITH THE SOLTERRA RESIDENTIAL DEVELOPMENT, TRACT MAP NO. 37359, LOCATED ON THE SOUTHWEST CORNER OF AUTO CENTRE DRIVE AND LA QUINTA DRIVE**
- 10. ACCEPT LA QUINTA LANDSCAPE RENOVATION IMPROVEMENTS PROJECT NO. 2016-03I, LOCATED AT THE CACTUS FLOWER DEVELOPMENT; AND REALLOCATE FUNDING TO CITYWIDE IRRIGATION UPGRADE PROJECT NO. 2024-15**
- 11. ACCEPT DUNE PALMS ROAD PAVEMENT REHABILITATION PROJECT NO. 2021-01, LOCATED ON DUNE PALMS ROAD, FROM MILES AVENUE TO FRED WARING DRIVE**
- 12. ACCEPT FISCAL YEAR 2022/23 PAVEMENT MANAGEMENT PLAN CITYWIDE SLURRY SEAL IMPROVEMENTS PROJECT NO. 2023-15, LOCATED IN VARIOUS LOCATIONS**
- 13. AWARD CONTRACT TO ONYX PAVING COMPANY, INC. FOR FISCAL YEAR 2024/25 PAVEMENT MANAGEMENT PLAN PROJECT NO. 2024-12 FOR FRED WARING DRIVE AND MISCELLANEOUS LOCATIONS**
- 14. ALLOCATE FUNDING AND AWARD CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE SILVERROCK TEMPORARY GOLF CART PATH PAVING PROJECT NO. 2024-13**
- 15. RATIFY AND APPROVE AGREEMENT FOR CONTRACT SERVICES WITH VARIABLE SPEED SOLUTIONS, INC. FOR CIVIC CENTER LAKE PUMP REPLACEMENT PROJECT NO. 2024-16**
- 16. APPROVE AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES WITH DESERT LIMNOLOGISTS DBA SOUTHWEST AQUATICS, INC. FOR LAKE MAINTENANCE SERVICES PROJECT NO. 2019-11; AND AUTHORIZE**

THE PUBLIC WORKS DEPARTMENT TO UTILIZE THIS VENDOR AS SELECT SOURCE FOR EXTRA LAKE MAINTENANCE SERVICES FOR FISCAL YEAR 2024/25

- 17. APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR EMERGENCY SERVICES COORDINATOR SERVICES WITH COUNTY OF RIVERSIDE EMERGENCY MANAGEMENT DEPAR**
- 18. AUTHORIZE PUBLIC WORKS DEPARTMENT TO UTILIZE TRI-STATE MATERIALS TO PURCHASE UP TO \$250,000 OF MATERIALS FOR FISCAL YEAR 2024/25**
- 19. RECEIVE AND FILE FOURTH QUARTER FISCAL YEAR 2023/24 TREASURY REPORTS FOR APRIL, MAY, AND JUNE 2024**
- 20. APPROVE DEMAND REGISTERS DATED AUGUST 2, 9, AND 16, 2024**
- 21. APPROVE DEMAND REGISTERS DATED AUGUST 23, 30, AND SEPTEMBER 6, 2024**
- 22. APPROVE DEMAND REGISTERS FOR SOUTHERN CALIFORNIA GAS COMPANY DATED JULY 5, AUGUST 9, AND SEPTEMBER 6, 2024**

CONSENT CALENDAR – COMMENTS

ITEM NO. 10: Councilmember Fitzpatrick said the landscape renovation improvements in the Cactus Flower development look beautiful and she was pleased to see them completed.

Mayor Evans said in addition to the landscape renovation improvements at Cactus Flower, the City also added pickle ball courts and table tennis; this is also the 7th and final phase of the north La Quinta landscape renovation project the City has been working on for several years, which was completed ahead of schedule in 8 years instead of the anticipated 10 years, and required a substantial financial investment to complete these improvements which was made possible thanks to the residents voting to approve Measure G for additional sales tax in 2016.

ITEM NO. 15: Council requested presentation of the staff reports.

Maintenance and Operations Superintendent Hansen said the replacement pump for the Civic Center Campus lake, which operates the fountain, is currently in fabrication, staff has been servicing the lake more frequently while the pump is not operational to maintain the aquatic and wildlife, even though the lake was not intended to be an animal habitat.

Councilmembers noted there is another pump which circulates the lake water and is operational while the fountain pump is in the process of replacement; the wildlife (turtles,

fish, etc.) inhabiting the lake has been brought in by the public, not the City, and the ducks are being fed by the public as well, which is not best practices as it oftentimes makes them ill and results in excessive breeding and increased duck population; and the City has had to continuously care for the lake habitat, and has consulted with the Wildlife Conservation and the Living Desert; and explained that lake aeration systems are quite complex.

ITEM NOS. 11, 12, and 13: Mayor Evans said the City continues to make substantial financial investments in pavement management, rehabilitation, and enhancements to ensure La Quinta's roads infrastructure is well maintained and improved.

ITEM NO. 14: Councilmember Sanchez requested a summary of this project's scope related to the SilverRock temporary golf cart path paving.

City Manager McMillen said this project is the most cost-effective way to properly mitigate the dust at the Talus (formerly SilverRock) development, and to protect the City's recent investment in a new golf cart fleet; it will provide a 3/4 of a mile, 10-foot wide, double-lane temporary golf cart path through the Talus development, which will eventually change once it is built out.

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to approve Consent Calendar Item Nos. 1-21 as presented, with Item No. 6 adopting Ordinance Nos. 616 and 617, and Item No. 7 adopting Resolution No. 2024-035. Motion passed unanimously.

COUNCILMEMBER McGARREY RECUSED HERSELF, AND SAID SHE WILL ABSTAIN FROM THE DISCUSSION AND VOTE ON CONSENT CALENDAR ITEM NO. 22 DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM A BUSINESS RELATIONSHIP WITH HER EMPLOYER SOUTHERN CALIFORNIA GAS COMPANY, WHICH IS A PAYEE ON THE DEMAND REGISTER

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/Sanchez to approve Consent Calendar Item No. 22 as presented. Motion passed: ayes – 4, noes – 0, abstain – 1 (McGarrey), absent – 0.

City Clerk Radeva said WRITTEN PUBLIC COMMENTS were received from La Quinta resident Alena Callimanis on Consent Calendar Item No. 6, adopting Ordinance Nos. 616 and 617, approving a zone change and a development agreement, respectively, related to the Travertine project, which were distributed to Council, made public, published on the City's website, and included in the public record of this meeting.

ITEM NO. 6: Mayor Evans noted that although she was not present for the first reading of these Ordinances, she is familiar with the project, and it is legally permitted for her to participate in the vote regarding the second reading and adoption of the Ordinances.

BUSINESS SESSION

1. ADOPT RESOLUTION ADOPTING FACILITY NAMING POLICY

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

Council discussed clarifying requirements for consideration regarding "currently" being a full-time La Quinta resident for minimum of 10 years or "have been a full-time resident," if the individual has moved away at the time the nomination is received [page 454, Requirements for Consideration, item (i)]; the City's recently updated awards programs provide opportunities to recognize and acknowledge non-residents who have contributed greatly to the community; businesses rather than individuals that have contributed; future Councils may revoke name changes with a four-fifths supermajority vote; naming of public amenities is allowed under the Policy, as opposed to public buildings, which is prohibited; omitting from the Policy, the renaming of City streets due to its complexity, and there is a Street Name Change process already in place under the Planning Division; including city-owned fire stations in the Policy to be eligible for naming; referencing that monetary donations would be subject to the City's Sponsorship Policy, which is separate and apart from this Policy; clarify the language that the City cannot preclude a name also being used outside of La Quinta limits [page 454, item (e)]; regarding Qualifications clarify that the applicants do not make the "determination" to rename, but are rather making the "request" [page 453, item (d)]; regarding Criteria enumerating mountains, vistas, etc., clarify that only City-owned property is eligible [page 455, item (d)]; establish a framework and budgets for materials, design, and consistency of naming plaques; application fee; source of funding for renaming a facility; the existing Tree Memorial Program will remain as is and will not be merged under the umbrella of this Policy; clarify that all renaming proposals will be considered by Council as a Business Session Item [page 456, item (b)(iii)]; support for requirement for 100 supporting signatures; add a requirement for phone number and email of applicant to application; being flexible in the future to include non-full-time residents; and grandfather the Fred Wolff Preserve, Bear Creek Trail, and Wolff Waters by including them in the list of sacred facilities.

Council reached a consensus to bring this item back as a Business Item for further consideration, after the inclusion of the recommendations and direction provided by Council in its discussion above, and after review by the Arts and Community Services Commission.

MOTION – A motion was made and seconded by Councilmembers McGarrey/Sanchez to continue this Facility Naming Policy to be revised per Council's comments provided in the discussion above, presented to the Arts and Community Services Commission for consideration and comments, and brought back to Council at a future meeting. Motion passed unanimously.

2. APPROVE DISTINGUISHED CITIZEN AWARD NOMINEE

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

Council noted that this award is a surprise to Mr. Donato.

MOTION – A motion was made and seconded by Councilmembers Peña/Sanchez to approve the nomination of La Quinta resident Will Donato to be recognized with the Distinguished Citizen award. Motion passed unanimously.

STUDY SESSION – None

PUBLIC HEARINGS – None

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

Mayor Evans noted that the Police quarterly report indicated that response times have improved greatly, and invited Riverside County Sheriff's Department Lieutenant Velasco, La Quinta's Police Chief, to explain the factors behind the response improvement, as well as the citation numbers, which he did.

Councilmember Fitzpatrick noted that the Fire Department response times have also improved.

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Mayor Evans thanked staff for the 9/11 Candlelight Vigil and the August 26, 2024 vigil honoring the three-year anniversary of the death of Marine Corporal Hunter Lopez in Afghanistan; reported on her attendance at the All Valley Mayors and County and Tribal Chairpersons Luncheon held on September 13, 2024, at the Renaissance Esmeralda Resort & Spa in Indian Wells; meeting with Laura James and David Powell of Coachella Valley Economic Partnership (CVEP); her update on La Quinta at the Rotary dinner; and ribbon cutting at Fortune's Restaurant.

Councilmember Sanchez said September 9th was California's 174th birthday; in 1850, California was the 31st state to join the United States.

Councilmember McGarrey reported on her attendance at the *Do The Right Thing* event, and suggested that the student honored there be invited to, and honored at a La Quinta Council meeting.

REPORTS AND INFORMATIONAL ITEMS

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

- CVAG COACHELLA VALLEY CONSERVATION COMMISSION
- CVAG ENERGY AND SUSTAINABILITY COMMITTEE

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

- CVAG TRANSPORTATION COMMITTEE
- DESERT RECREATION DISTRICT COMMITTEE (Fitzpatrick & McGarrey)
- RIVERSIDE COUNTY TRANSPORTATION COMMISSION

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

- IID ENERGY CONSUMERS' ADVISORY COMMITTEE

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

- CV MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

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

- ANIMAL CAMPUS COMMISSION
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Fitzpatrick/McGarry to adjourn at 6:14 p.m. Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California



**CITY COUNCIL
MINUTES
TUESDAY, OCTOBER 1, 2024**

CALL TO ORDER

A regular meeting of the La Quinta City Council was called to order at 3:00 p.m. by Mayor Evans.

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

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

CLOSED SESSION

1. **ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY MANAGER**
2. **ANNUAL PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY ATTORNEY**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (d) OF GOVERNMENT CODE SECTION 54956.9;
Cases names and numbers – multiple (listed below, all in U.S. Bankruptcy Court, District of Delaware)**

CASE NAME:	CASE NUMBER
SilverRock Development Company, LLC	24-11647
SilverRock Lifestyle Residences, LLC	24-11648
SilverRock Lodging, LLC	24-11650
SilverRock Luxury Residences, LLC	24-11652
SilverRock Phase I, LLC	24-11654
RGC PA 789, LLC	24-11657

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 3:02 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 4:03 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

City Attorney Ihrke said the Council considered only Closed Session Item No. 3 and will reconvene back into Closed Session to consider Closed Session Item Nos. 1 and 2, after the Open Session of the meeting; and reported the following pursuant to Government Code section 54957.1 (Brown Act).

- **CLOSED SESSION ITEM NO. 3** – no new reportable action on this matter; a brief summary of the bankruptcy proceedings status for SilverRock Development Company and its affiliates will be provided under the Announcements, Presentations, and Written Communications section of the Agenda, as Presentation No. 5.

Council’s authorization remains in place for the City Attorney, in coordination with the City Attorney’s Office, to defend and protect the interests of the City in the multiple bankruptcy cases filed by SilverRock Development Company and its responsive affiliates as reported out for Closed Session Item No. 2 from the August 6, 2024 Council meeting.

PLEDGE OF ALLEGIANCE

Councilmember McGarrey led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

PUBLIC SPEAKER: Melissa Labayog, La Quinta (*received donated time from resident Kelly Baucom*) – said she recently sold her home in La Quinta; speaking to Council to assist former neighbors in Highland Palms in objecting to special event permits being issued in her former residential neighborhood; provided reasons for the objections to large events in small neighborhoods; and spoke of the legal case/trial against her for protesting the special events.

City Clerk Radeva said **WRITTEN PUBLIC COMMENTS** were received from La Quinta resident Kelly Baucom commenting on special event permits in residential neighborhoods, which were distributed to Council, made public, published on the City’s website, and included in the public record of this meeting.

ANNOUNCEMENTS, PRESENTATIONS AND WRITTEN COMMUNICATIONS

1. INTRODUCE NEW CITY STAFF MEMBERS

City Manager McMillen introduced the following new City employees:

Employee Name	Title	Department	Hire Date
Scott Nesor	Senior Planner	Design & Development	Oct. 2023
Lucas Reyes	Marketing & Communications Specialist	City Manager	Oct. 2023
Manuel Elizalde	Administrative Technician	Community Services	Dec. 2023
Seiri Samaguey Chavez	Administrative Technician	Community Services	Dec. 2023

Enrique Cardenas	Administrative Technician	Community Services	Jan. 2024
Samuel Salinas	Recreation Leader	Community Services	March 2024
Adriana Sanchez	Recreation Leader	Community Services	March 2024
Lisa Chastain	Management Analyst	Public Safety	March 2024
Adam Viramontes	Traffic Signal Technician	Public Works	May 2024
David Eastlick	Maintenance & Operations Superintendent	Public Works	July 2024
Dominique Hunter	Code Compliance Officer	Public Safety	Aug. 2024
Jose Cisneros	Code Compliance Officer	Public Safety	Sept. 2024
Sergio Torres-Zazueta	Code Compliance Officer	Public Safety	Sept. 2024

City Manager McMillen introduced the following promoted City employees:

Employee Name	Title	Department	Hire Date
Celeste Villanueva	Permit Technician	Design & Development	Dec. 2023
Cole Woods	Senior Code Compliance Officer	Public Safety	June 2024
Oscar Mojica	Deputy City Clerk	City Clerk	Aug. 2024
Olivia Rodriguez	Management Specialist	City Clerk	Aug. 2024
Jack Lima	Assistant Planner	Design & Development	Aug. 2024

2. PROCLAMATION IN RECOGNITION OF NATIONAL FIRE PREVENTION WEEK – OCTOBER 6-12, 2024

Council presented a proclamation in recognition and observance of National Fire Prevention Week; this year’s theme is “Smoke alarms: make them work for you,” and the campaign aims to remind the public of the importance of having working smoke alarms at home.

Riverside County Fire Department La Quinta Division Battalion Chief Justin Karp, accompanied by Supervising Fire Marshal Chris Cox and Fire Systems Inspector Leilani Rojas accepted the proclamation, thanked Council for the recognition, and briefly spoke about the importance of fire safety and prevention.

3. PROCLAMATION IN RECOGNITION OF CODE ENFORCEMENT OFFICERS’ APPRECIATION WEEK – OCTOBER 6-12, 2024

Council presented a proclamation in recognition and observance of Code Enforcement Officer Appreciation Week; and thanked the La Quinta Code Enforcement team for ensuring the safety, health, and welfare of residents, and maintaining the aesthetic appearance of the City, which attracts new businesses, visitors, and promotes job creation. The La Quinta Code Enforcement team accepted the proclamation.

4. PROCLAMATION IN RECOGNITION OF CHARLIE COOPER AS THE 2024 US JUNIOR BOY’S WHEELCHAIR SINGLES CHAMPION

Council proclaimed October 1, 2024, as the “Charlie Cooper Day” and presented a proclamation honoring La Quinta resident Charlie Cooper for winning the 2024 US Open Junior Boy’s Wheelchair Singles championship on September 6, 2024, at Flushing

Meadows in New York; recognized him for making it his mission to inspire others who may think that health issues make participating in sports prohibitive; for bringing awareness to wheelchair tennis and helping to grow the sport locally and worldwide; and for his resilience in using his disability and ability to inspire others because Charlie believes *“you get one life and you have to live the best of it and work to inspire others because that is the right thing to do.”*

5. TALUS DEVELOPMENT PROJECT (FORMERLY SILVERROCK) – STATUS UPDATE

City Attorney Ihrke said on August 5, 2024, SilverRock Development Company LLC and its affiliates, collectively referred to as “SDC,” voluntarily petitioned for Chapter 11 bankruptcy in U.S. Bankruptcy Court in Delaware; and per Council’s direction and approval, the City retained Special Counsel who has continuously been working with the City Manager and City Attorney throughout these proceedings.

Mr. Ihrke noted bankruptcy cases move quickly, particularly in the beginning; and since the last update, provided at the September 17, 2024, Council meeting, one hearing was held in U.S. Bankruptcy Court on September 27, 2024, in which the court granted an Interim Order authorizing the debtors, in this case SDC, to obtain Debtor-In-Possession (or “DIP”) Financing, and Scheduling of Final Hearing. This action can be summarized as the “First step” in the City-led negotiated DIP Financing that would be provided to the Chief Restructuring Officer (CRO) with the ability to have funding to clean up the site and begin remediation at the Talus project site. The CRO is an independent “supervisor,” it is not the debtors (SDC), who administers and oversees the management of the debtors’ estate and proposed reorganization plan to come out of the bankruptcy proceedings.

This was a thoroughly negotiated DIP Financing package led by the City, after the bankruptcy court previously denied an originally proposed DIP Financing motion, which involved a financing company that was not a party to the proceedings and had proposed very expensive and severe financing terms that were not acceptable to the judge. Following the court’s denial, the City led the effort in meeting with the debtors, the CRO, and major constituents to the lawsuit, to come up with this alternative financing plan. In summary, the court’s Interim Order accepting the DIP Financing, authorized the City to issue an initial payment of up to \$250,000 of a proposed total of \$2 million that the City would commit; the total \$2 million is pending the Final Order from the court, expected later this month.

The DIP Financing funds must be used for specific items relating to the property and getting the project secured and running again, with those items in a budget approved by the City, such as costs to secure the site, remedial construction work and clean-up, and dust and erosion control to name a few. The City’s DIP Financing is in the form of a loan, bearing interest at the current Local Agency Investment Fund (LAIF) rate set by the State (currently at 4.55%), to be secured by deeds of trust, and final payment of all City-loaned funds is currently set for March 15, 2025, or perhaps repaid earlier or later, depending on the status of the case and the bankruptcy court’s approval of a bankruptcy reorganization

plan. The DIP Financing allows other funding to be provided by other parties, such as existing creditors in this bankruptcy proceeding and RD Olson, as the primary contractor of the project site, who is a major constituent involved with the DIP Financing terms.

Mr. Ihrke noted that the City Manager, City Attorney, and Special Counsel for the City have been working with the CRO, the debtors, other major constituents, and their respective legal counsel, in connection with this DIP Financing package to ensure the Talus site does not fall into further disrepair, project construction can restart as soon as possible, and most importantly, that the City's right is preserved and exercised to approve the next developer to take over the project under the operative agreements.

Finally, Mr. Ihrke said the City Manager, City Attorney, and the City Clerk's Office are coordinating to have these summary updates, per Council's request, published on the City's website.

City Manager McMillen said the City has a lot of control over the Talus project as it still owns approximately 400 acres of land surrounding the perimeter of the project site; the center core construction of the commercial project components, roughly 130 acres, is what is subject to the bankruptcy proceedings; Mr. McMillen is in constant communications with Jason Herthel, President and Chief Operating Officer of the hotel operator, Montage, who continues to stress the importance of this project for the company, as Montage has expressed strong interest to have a presence in the Coachella Valley, and particularly in La Quinta; Mr. McMillen is also in constant communications with RD Olson and Granite Construction, the major contractors of the project site, and they both have expressed interest in completing the construction they started. Mr. McMillen noted, last week, that the City Manager, the Building Official, the CRO, and RD Olsen, conducted a thorough walk-through of the project site to identify the priority items that need to be addressed immediately to secure the assets, not only to protect the adjacent properties, but also to protect what has been constructed to date from further exposure to the elements to ensure the integrity and value of the construction can be preserved, even though some elements of the construction will require removal due to its exposure to the elements over the last year or so; currently, there is a lot of collaboration in working with all parties involved to ensure this process moves along smoothly and quickly, and the City is in a favorable position to facilitate it.

CONSENT CALENDAR

1. **ADOPT RESOLUTION DESIGNATING SPEED LIMITS FOR JEFFERSON STREET, FROM DUNBAR DRIVE TO AVENUE 50** [RESOLUTION NO. 2024-036]
2. **ADOPT RESOLUTION TO ACKNOWLEDGE RECEIPT OF RIVERSIDE COUNT FIRE DEPARTMENT'S ANNUAL INSPECTION REPORT FOR FISCAL YEAR 2023/24 PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4** [RESOLUTION NO. 2024-037]

3. **APPROVE AGREEMENT FOR CONTRACT SERVICES WITH CONVERGINT TECHNOLOGIES, LLC TO PROVIDE PUBLIC SAFETY CAMERA SYSTEM MAINTENANCE**
4. **APPROVE PURCHASE OF 815 RESIDENTIAL STREET NAME SIGNS FROM PACIFIC PRODUCTS & SERVICES, LLC**
5. **AUTHORIZE OVERNIGHT TRAVEL FOR MAINTENANCE AND OPERATIONS WORKER TO ATTEND THE MAINTENANCE SUPERINTENDENTS ASSOCIATION NATIONAL CONFERENCE IN MESA, ARIZONA, OCTOBER 28-31, 2024**
6. **AUTHORIZE OVERNIGHT TRAVEL FOR TREE CODE COMPLIANCE OFFICERS TO ATTEND THE CALIFORNIA ASSOCIATION OF ENFORCEMENT OFFICERS ACADEMY IN CARLSBAD, CALIFORNIA, OCTOBER 21-25, DECEMBER 9-13, AND JANUARY 13-17, 2024**
7. **AUTHORIZE OVERNIGHT TRAVEL FOR SENIOR BUILDING INSPECTOR AND BUILDING INSPECTOR TO ATTEND THE CALIFORNIA BUILDING OFFICIAL'S EDUCATION WEEK IN COSTA MESA, CALIFORNIA, OCTOBER 28-31, 2024**
8. **AUTHORIZE OVERNIGHT TRAVEL FOR MARKETING MANAGER TO ATTEND THE 2025 VISIT CALIFORNIA FORUM IN LOS ANGELES, CALIFORNIA, MARCH 2-6, 2025**
9. **RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED JULY 31, 2024**
10. **APPROVE DEMAND REGISTERS DATED SEPTEMBER 13 AND 20, 2024**

CONSENT CALENDAR ITEM NO. 1 – COMMENTS

Councilmember McGarrey said the proposed Jefferson Street speed limit changes recommended under this item will make the speed limits along this street segment consistent.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve the Consent Calendar as presented, with Item Nos. 1 and 2 adopting Resolutions No. 2024-036 and 2024-037 respectively. Motion passed unanimously.

BUSINESS SESSION

1. **APPROVE FIRST ROUND OF COMMUNITY SERVICES GRANTS FOR FISCAL YEAR 2024/25**

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

Staff noted the Council's Ad hoc committee for this round of grant applications review was comprised of Mayor Pro Tem Peña and Councilmember McGarrey. Mayor Evans explained the process of awarding grants through the Community Services Grant Program.

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

- Desert Healthcare District and Foundation – Jeff Hocker, Chief Executive Officer and Executive Producer
- Alzheimer's Coachella Valley (ACV) – Linda Barrack, Executive Consultant
- RiteCare Childhood Language Center – Mark Flint, Chairman
- La Quinta Historical Society – Linda Williams, President
- Shay's Warriors, Life After Cancer – Shay Moraga, President, and Dr. Sonja Fung, ND, Naturopathic Doctor of Live Well Clinic
- HARC, Inc. – Jenna LeComte-Hinely, Chief Executive Officer, and Luz Moreno, Board Secretary, President, Flying Doctors
- JFK Memorial Foundation (Ophelia Project) – Peter Sturgeon, President and Chief Executive Officer
- Friends of the Palm Springs Animal Shelter – Bart Verry, Director of Development
- Pegasus Therapeutic Riding Center – Jennifer Heggie, Executive Director
- La Quinta High School Girls Golf – Ryan Flores, Athletic Director

Council discussed getting additional information from HARC, Inc. on La Quinta specific activities; suggested HARC, Inc. participate in the second round of Community Services Grants; survey methodology and data from HARC, Inc., and the varied use of the data; increasing ACV funding; use of the Wellness Center by Shay's Warriors; and success of the Ophelia Project.

The following organizations provided additional information regarding the specific services they offer:

- HARC, Inc. – Jenna LeComte-Hinely, Chief Executive Officer
- Alzheimer's Coachella Valley – Lisa Ford, Business Development Manager
- Shay's Warriors - Shay Moraga, President

Council recommended that HARC, Inc. apply for the next round of Community Services grants and provide more detailed information; and expressed consensus to increase the proposed grant funding for Alzheimer's Coachella Valley and Shay's Warriors from \$2,500 to \$5,000.

MOTION – A motion was made and seconded by Councilmembers Sanchez/Fitzpatrick to approve first round Community Services Grants for fiscal year 2024/25 as detailed below for a total combined grant funding of \$31,000 as follows:

- Alzheimer’s Coachella Valley \$5,000
- Desert Healthcare District & Foundation \$ 500 (starter grant)
- Friends of the Palm Springs Animal Shelter \$ 500 (starter grant)
- HARC, Inc. \$ 0
- JFK Memorial Foundation (Ophelia Project) \$5,000
- La Quinta Historical Society \$5,000
- La Quinta High School Girls Golf \$2,500
- Pegasus Therapeutic Reding Center \$5,000
- RiteCare Childhood Language Center \$2,500
- Shay’s Warriors \$5,000

Motion passed unanimously.

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

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

Council discussed reaching out to the VFW, the Palm Retirement Community, the memory care facility, and other veteran associations to reach all La Quinta veterans.

MOTION – A motion was made and seconded by Councilmembers Fitzpatrick/McGarrey to approve the eight veteran nominations detailed below, for inclusion on the City’s Veterans Acknowledgement Monument at Civic Center Campus:

- Daniel C. Bianca
- Rudy M. Quevedo
- Taylor F. Tuvell
- Laurence R. Adams
- Erik B. Jenkins
- George D. Kentner
- John I. Tatham
- Robert N. Greco

Motion passed unanimously.

STUDY SESSION

1. REVIEW CITY OF LA QUINTA DRAFT STRATEGIC PLAN

City Attorney Ihrke said Mayor Pro Tem Peña has a potential source of income from a company called Secure Energy Sources, which could potentially, in the future, be a conflict of interest pursuant to the Political Reform Act; no income has been received as of yet; because this item is for general discussion only and Council will take no action on the draft strategic plan, Mayor Pro Tem Peña can participate in the discussion.

City Attorney Ihrke advised, if there are any questions or discussions regarding the provisions of energy through the Imperial Irrigation District (IID) or alternative provisions of electrical power, that the Council defer those questions to the end of the discussion so that Mayor Pro Tem Peña can rescue himself and leave the dais.

Marketing and Communications Specialist Barkas presented the staff report, which is on file in the Clerk's Office.

PUBLIC SPEAKER: Linda Williams, La Quinta – explained the role of the Historical Society and the Museum regarding historic preservation and ownership of documents and artifacts; stated the archive building should be mentioned in sections referencing preservation; suggested delineating the responsibilities of the Historical Society versus the La Quinta Museum versus the City of La Quinta; noted a protocol is in place for the Museum to use items stored by the Historical Society, and work done to establish procedures for use by future members; and might be helpful to include the background and evolution of the Historical Society and the Museum.

PUBLIC SPEAKER: Dale Tyerman, La Quinta – said there is a tremendous amount of work to be done, encourages Staff and Council to make sure there is adequate financial and other resources to complete the goals and objectives of the Strategic Plan, and to prioritize objectives.

Council discussed adding to the Plan section regarding preserving La Quinta's history, specifics on the action items to accomplish this goal; including environmental stewardship in the sustainability category; building communication into every part of this Plan; the difficulty of navigating the City website, making tracking this difficult if people cannot find it; linking the Plan to the GEM, or QR codes to the Plan within the GEM; support for the intern program, the business lists, and civic boot camp for children and adults on local government; linking a list of City businesses to the electron GEM publication; means to communicate with the full range of the public; holding community meetings in small segments of the City, and varying times, e.g. weekends or evenings; recognition that residents are busy, and not motivated to attend City meetings unless they have an issue; prioritizing the focus area tasks; adding fluid timelines of the 13 focus areas; support for the tracking of focus area tasks; holding quarterly Study Session overview of the Plan by Council, with detailed examination of a few immediately relevant items; and including Plan review at the annual joint Council, Boards, and Commissions meeting.

MAYOR PRO TEM PEÑA RECUSED HIMSELF FROM DISCUSSION ON ELECTRICAL POWER ITEMS DUE TO A POTENTIAL CONFLICT OF INTEREST STEMMING FROM A POSSIBLE FUTURE SOURCE OF INCOME FROM SECURE ENERGY SOURCE, AS STATED ABOVE BY THE CITY ATTORNEY, AND LEFT THE DAIS AT 6:45 P.M.

Council discussed the energy component and IID grid being critical; pros and cons of hiring an energy expert, a City employee, to attend all meetings and conferences on the subject, and offer solutions and educate the community; the seriousness of the lack of

power, and cost of upgrades; and in favor of the Plan's maneuverable software and the dashboard.

MAYOR PRO TEM PEÑA RETURNED TO THE DIAS AT 6:55 P.M. FOR THE REMAINDER OF THE CITY COUNCIL MEETING

PUBLIC HEARINGS – None

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

MAYOR'S AND COUNCIL MEMBERS' ITEMS

Councilmember Fitzpatrick reported on her and other Councilmembers' attendance at the Riverside County Student-of-the-Month event; Indio's State of the City event; and, the Neighborhood Watch meeting.

Mayor Evans reported on her and other Councilmembers' attendance at the 100th birthday party for Eldon Cronk; the Environmental Summit; and the RiteCare Learning Center.

Mayor Evans asked that an item be added to a future agenda creating a grant program for La Quinta businesses to apply for funds to become certified under the Autism certification program.

Councilmember Peña reported on his and other Councilmembers' attendance volunteering at the FIND Food Bank food packaging event; attending the Ronald McDonald Gala; and the League of California Cities Golf Tournament.

REPORTS AND INFORMATIONAL ITEMS

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

- CVAG EXECUTIVE COMMITTEE
- VISIT GREATER PALM SPRINGS CONVENTION AND VISITORS' BUREAU

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

- CVAG PUBLIC SAFETY COMMITTEE
- CVAG HOMELESSNESS COMMITTEE
- SUNLINE TRANSIT AGENCY

CLOSED SESSION – Continued

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

2. ANNUAL PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957, COUNCIL APPOINTED POSITION – CITY ATTORNEY

COUNCIL RECESSED THE OPEN SESSION PORTION OF THE MEETING AND MOVED INTO CLOSED SESSION AT 7:05 P.M.

MAYOR EVANS RECONVENED THE OPEN SESSION PORTION OF THE CITY COUNCIL MEETING AT 7:51 P.M. WITH ALL MEMBERS PRESENT

REPORT ON ACTION(S) TAKEN IN CLOSED SESSION:

Mayor Evans reported the following pursuant to Government Code section 54957.1 (Brown Act):

- **CLOSED SESSION ITEM NO. 1** – Council completed the City Manager’s annual performance evaluation and unanimously reaffirmed his appointment.
- **CLOSED SESSION ITEM NO. 2** – Council completed the City Attorney’s annual performance evaluation and unanimously reaffirmed his appointment.

Council thanked City Manager McMillen and City Attorney Ihrke for their efforts in representing and protecting La Quinta’s interests in relation to the Talus project.

ADJOURNMENT

There being no further business, a motion was made and seconded by Councilmembers Sanchez/McGarrey to adjourn at 7:52 p.m.
Motion passed unanimously.

Respectfully submitted,

MONIKA RADEVA, City Clerk
City of La Quinta, California

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City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: EXCUSE ABSENCE OF COMMISSIONER HUNDT FROM THE OCTOBER 8, 2024, PLANNING COMMISSION MEETING

RECOMMENDATION

Excuse absence of Commissioner Kevin Hundt from the October 8, 2024, Planning Commission meeting.

EXECUTIVE SUMMARY

- Commissioner Hundt requested to be excused from the October 8, 2024, Planning Commission meeting due to previously scheduled travel.
- Commissioner Hundt has two excused absences for fiscal year 2024/25.

FISCAL IMPACT

Absent members do not receive any meeting compensation.

BACKGROUND/ANALYSIS

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

ALTERNATIVES

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

Prepared by: Monika Radeva, City Clerk
Approved by: Jon McMillen, City Manager

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City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION DESIGNATING SPEED LIMITS FOR DUNE PALMS ROAD FROM MILES AVENUE TO FRED WARING DRIVE

RECOMMENDATION

Adopt a resolution approving legal speed limits on Dune Palms Road, from Miles Avenue to Fred Waring Drive, as recommended in the 2024 Engineering and Traffic Survey.

EXECUTIVE SUMMARY

- The City Traffic Engineer recommended a speed survey be conducted on Dune Palms Road from Miles Avenue to Fred Waring Drive due to recent changes made reducing the roadway configuration from 4 lanes to 2 lanes (road diet).
- The engineering and speed survey accounts for prevailing speed, accident history, and roadway characteristics not apparent to the motorist.
- The survey designated that this segment have a 10 miles per hour (mph) speed limit reduction. (Attachment 1).

FISCAL IMPACT

There is no fiscal impact as the speed limit signs are within the approved annual budget.

BACKGROUND / ANALYSIS

In order to enforce speed limits using radar, speed limits must be set in accordance with the California Vehicle Code (CVC). Per the CVC, vehicle speeds are determined by the behavior of a majority of drivers during normal driving conditions. Jurisdictions may not establish arbitrary speed limits.

The City recently restriped the roadway from its former 4 lane configuration without bike/cart lanes to its current configuration of 2 lanes with new bike/cart lanes on Dune Palms Road, between Miles Avenue and Fred Waring Drive. As such, it was desirable to resurvey the prevailing speeds and determine if speed limit adjustments were necessary for this segment of Dune Palms Road.

The street segment was re-surveyed in 2024 and has shown a reduction in prevailing speeds and as such the speed limit was reduced by 10 mph.

The 2024 Engineering and Traffic Survey presents the following recommended speed limit for this street segment:

Street	Segment	Posted	Proposed
Dune Palms Rd.	Miles Ave. to Fred Waring Dr.	45	35

Staff requests approval for the recommended speed limit. This speed limit reduction will help drivers maintain safe and consistent speeds for this street segment and will match the speed limit on Adams Street, between Miles Avenue and Fred Waring Drive, which is similarly configured.

[ALTERNATIVES](#)

No alternative is recommended.

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

RESOLUTION NO. 2024 - XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA QUINTA, CALIFORNIA, DESIGNATING SPEED LIMIT**

WHEREAS, the California Vehicle Code authorizes cities to designate and regulate speed zones within their jurisdictions; and

WHEREAS, the City Council finds it appropriate to designate the speed limit on the following local street to facilitate safe and orderly traffic flow; and

WHEREAS, said designation shall be made by resolution; and

WHEREAS, the City Council finds it appropriate to designate the speed limits for 1 street segment; and

WHEREAS, in accordance with the provisions of Title 12.20.020 of the La Quinta Municipal Code, an engineering and traffic survey has been performed on the specified street; and

WHEREAS, the following designated prima facie speed limit is based on the results of the 2024 Engineering and Traffic Survey, included as Exhibit A, and incorporated herewith by this reference:

Street	Segment	Speed Limit (mph)
Dune Palms Road	Miles Avenue to Fred Waring Drive	35

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Quinta, California that the aforementioned prima facie speed limit is most appropriate to facilitate the orderly movement of traffic and to be reasonably safe.

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2024 – XXX
Designate Speed Limit on Dune Palms Road, from Miles Avenue to Fred Waring Drive
Adopted: October 15, 2024
Page 2 of 2

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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

October 1, 2024

Mr. Bryan McKinney, P.E.
City Engineer
Public Works Department
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253



Subject: 2024 Engineering and Traffic Survey – Jefferson Street

Dear Mr. McKinney:

As requested, Willdan has completed a review of the recommended speed zone on one segment of Dune Palms in the City of La Quinta. The Engineering and Traffic Study dated January 5, 2017, is hereby amended to include the updated speed limit for the segment listed below that supersede the previous speed limit recommendation.

27 — Dune Palms — Miles to Fred Waring

We are pleased to submit the enclosed recommendation and supporting documentation for the above segment. The Engineering and Traffic Survey for the above segments were conducted in accordance with applicable provisions of the CVC, following procedures outlined in the California Manual on Uniform Traffic Control Devices (California MUTCD) dated November 2014, and as required by Section 627 of the California Vehicle Code. The Report is intended to satisfy the requirements of Section 40802 of the CVC to enable the continued use of radar for traffic speed enforcement.

We appreciate the opportunity to serve the City of La Quinta, and the assistance and cooperation afforded to us during the course of this study.

Very truly yours,

WILLDAN

Nicolle Spann, P.E., T.E.
Traffic Engineer



Enclosure

Table 1							
Street Segments with Recommended Speed Changes							
NO	STREET	FROM	TO	POSTED SPEED LIMIT	NEW POSTED SPEED LIMIT	CHANGE	
27	Dune Palms	Miles	Fred Waring	45	35	10 mph reduction	

Table 2													
Speed/Collision Data Summary Table													
ID	Street	Segment	Dist. (Mi.)	Dir.	85% Speed	10 Mi. Pace	% in Pace	ADT	Accident Rate		Posted Speed Limit	Prop. Speed Limit	Remarks
									Exp.	Act.			
27	Dune Palms	Miles to Fred Waring	.48	N/S	42	33-42	81	4,876	1.24	0.00	45	35	*

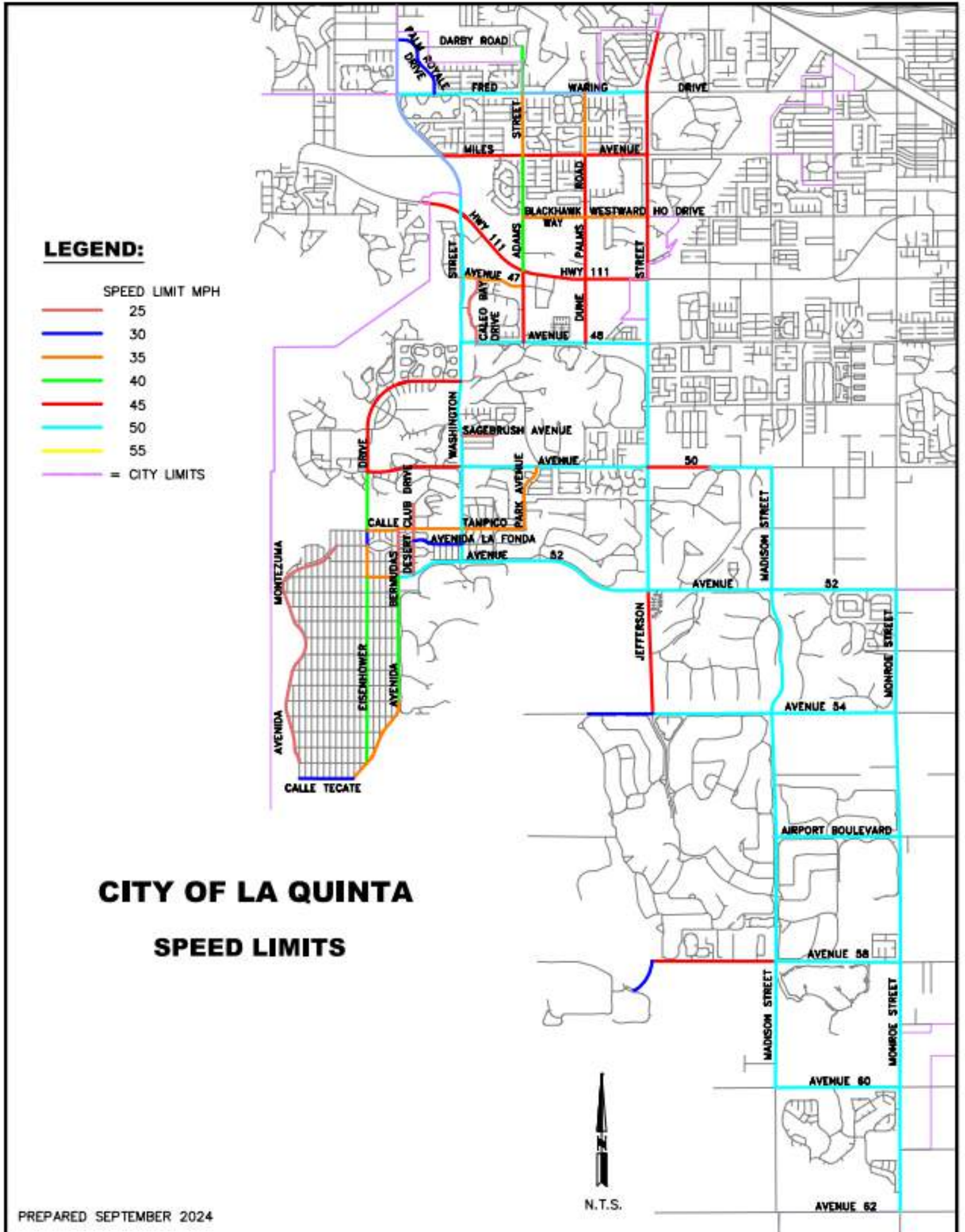
* See "Segments with Special Conditions" Section for Comments

SEGMENT WITH SPECIAL CONDITIONS

The following segment surveyed had recommended speed limits that were 5 miles per hour (mph) or more below the critical speed due to conditions not readily apparent to the driver. This segment is discussed below.

Segment 27 – Dune Palms – Miles to Fred Waring

This segment is currently posted at 45 mph and has one through lanes in each direction with an ADT of 4,876 vehicles per day. The adjacent land is residential with some commercial along the 0.48- mile-long segment. The 85th percentile speed is 42 mph and would normally justify a 40- mph posted speed limit. This segment is identified as a land or facility that generates high concentrations of bicycles and pedestrians. The segment has bike lane and golf cart presence along the corridor and used by 3 schools in the area. Because this segment is established as a land or facility that generates high concentrations of bicycles and pedestrians, an additional 5 mph reduction can be applied. It is recommended that the speed limit be posted at 35 mph for the above reasons. This recommendation falls within the limitations requiring the recommendation be no more than 12.4 mph under the 85th percentile speed.



**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Dune Palms Road **between** Miles Avenue **and** Fred Waring Drive

DATE: 9/29/24 **TIME:** 1:00 PM **OBSERVER:** Steve Libring **LOCATION:** 27

PART I: HIGHWAY & ROADWAY CHARACTERISTICS			
Sight Distance Obstructions? (yes or no)	S/B	N/B	Notes
1. Horizontal	No	No	
2. Vertical	No	No	
3. Superelevation (%)	None	None	
4. Shoulder Conditions (paved or unpaved)	Paved	Paved	
5. Profile Conditions (grade,%)			
6. Commercial Driveway Characteristics (at grade, dustpan, etc)	At-Grade	At-Grade	Limited driveways on each side of roadway
7. Pedestrian Traffic in the Roadway without sidewalks (yes or no)	No	No	Sidewalks on both sides
8. Adjacent Land Use (residential, commercial, office, etc)	Residential & Commercial	Residential & Commercial	
9. Intersection Spacing and Offsets (spacing, feet-offsets, yes or no)	No offsets		Signals at Fred Waring Drive and at Miles Avenue
10. Pavement Condition (good, satisfactory, poor)	New	New	
11. Truck Traffic (heavy, moderate, light)	Light	Light	
12. Channelization (# of lanes, divided, undivided, painted, or raised median)	1 lane with bike/cart lane, divided with a painted median	1 lane with bike/cart lane, divided with a painted median	12' painted median
13. Street Width and Alignment (width, feet – straight or curved)	64'	64'	
14. Street Length			2,530 ft. segment
15. Average Daily Traffic			4,876 total - collected 9/10 thru 9/17/2024
16. Traffic Flow Characteristics (heavy, moderate, light)	Light	Light	
17. Uniformity with the Community (yes or no)	Yes	Yes	
18. Heavy On-Street Parking Turnover (yes or no)	No	No	No parking allowed on both sides
19. Street Lighting			Only at signals

**CITY OF LA QUINTA
ENGINEERING & TRAFFIC SURVEY**

STREET: Dune Palms Road between Miles Avenue and Fred Waring Drive

LOCATION: 27

Direction	Bi-directional	<input type="checkbox"/> Northbound *	<input type="checkbox"/> Southbound *
		<input type="checkbox"/> Eastbound *	<input type="checkbox"/> Westbound *

PART II: PREVAILING SPEED MEASUREMENT

Location of Radar Measurement				
Date of Radar Measurement		9/16/2024		
Time of Radar Measurement (24 hour)		1:00 PM TO 2:00 PM		
50%ile (mph)	85%ile (mph)	38	42	
10 mph Pace (% of Vehicles)		33-42 (81%)		
Posted Limit	Prevailing Limit	45 mph	45 mph	

PART III: ACCIDENT RECORDS

Time Period Evaluated		1/1/2019 TO 12/31/2021		
Number of Accidents	Midblock	0		
	Expected-Statewide/Year	1.24 per MVM		
Midblock Accident Rate (Acc/MVM)	Actual	0.00 per MVM		

PART IV: ADDITIONAL REMARKS

High Bike and Ped Generators – 2 schools at Miles, one at Blackhawk			
<i>RECOMMENDED SPEED LIMIT</i>	<i>35 mph</i>		

* May be used in cases where two or more separate roadways are provided.

CERTIFICATION: I, Nicolle Spann do hereby certify that this Engineering and Traffic Survey within the City of La Quinta was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).



Nicolle Spann

10/1/2024

Date

TE 2933

State Registration Number

CITY OF LA QUINTA

DATE: 09/26/24 DAY: Thursday TIME PERIOD: 1:00 PM TO 2:00 PM

FOR ROADWAY: DUNE PALMS

SPEED (MPH)	TOTAL VEHICLES SURVEYED			TOTAL VEHICLES
	NORTHBOUND+SOUTHBOUND			
		NB	SB	
65		0	0	0
64		0	0	0
63		0	0	0
62		0	0	0
61		0	0	0
60		0	0	0
59		0	0	0
58	X	1	0	1
57		0	0	0
56		0	0	0
55		0	0	0
54		0	0	0
53		0	0	0
52		0	0	0
51	X	0	1	1
50	X	1	0	1
49	X	1	0	1
48	X	1	0	1
47		0	0	0
46	X	0	1	1
45	X	0	1	1
44	XXXX	2	2	4
43	XXXX	2	2	4
42	XXXXXXXX	8	0	8
41	XXXXXXXX	5	3	8
40	XXXXXXXX	5	3	8
39	XXXXXXXXXXXXXXXX	7	8	15
38	XXXXXXXXXXXXXXXX	8	8	16
37	XXXXXXXXXXXXXXXX	7	8	15
36	XXXXXXXXXXXXXXXX	4	8	12
35	XXXXXXXXXX	4	7	11
34	XXXXXX	3	3	6
33	XXXXXX	3	2	5
32	XXX	2	1	3
31	XXX	1	2	3
30	X	0	1	1
29	X	1	0	1
28		0	0	0
27	X	0	1	1
26		0	0	0
25		0	0	0
24		0	0	0
23		0	0	0
22		0	0	0
21		0	0	0
20		0	0	0
19		0	0	0
18		0	0	0
17		0	0	0
16		0	0	0
15		0	0	0
		66	62	128

LIMITS (BTN): Miles and Fred Waring

OBSERVATION POINT: Midway

POSTED SPEED LIMIT: 45 MPH **OBSERVER:** LIBRING

COMMENTS: after new road diet **WEATHER:** SUNNY

ROAD SURFACE: DRY

ROAD CONDITION: GOOD

DATA COLLECTION METHOD: RADAR

	NORTHBOUND	SOUTHBOUND	NORTHBOUND+SOUTHBOUND	
85TH %:	<u>42</u>	<u>41</u>	<u>42</u>	M.P.H.
50TH %:	<u>38</u>	<u>37</u>	<u>38</u>	M.P.H.
15TH %:	<u>34</u>	<u>34</u>	<u>34</u>	M.P.H.
10 MPH PACE:	<u>33 - 42</u>	<u>32 - 41</u>	<u>33 - 42</u>	M.P.H.
% IN PACE:	<u>82%</u>	<u>82%</u>	<u>81%</u>	
% OVER PACE:	<u>12%</u>	<u>11%</u>	<u>12%</u>	
% UNDER PACE:	<u>6%</u>	<u>6%</u>	<u>7%</u>	
ARITHMETIC MEAN:	<u>39</u>	<u>37</u>	<u>38</u>	M.P.H.
SAMPLE VARIANCE:	<u>22</u>	<u>16</u>	<u>19</u>	
STANDARD DEVIATION:	<u>5</u>	<u>4</u>	<u>4</u>	M.P.H.
VARIANCE OF THE MEAN:	<u>0.33</u>	<u>0.25</u>	<u>0.15</u>	
STD. ERROR OF THE MEAN:	<u>0.58</u>	<u>0.50</u>	<u>0.39</u>	M.P.H.

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City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: ADOPT RESOLUTION AUTHORIZING THE CITY OF LA QUINTA TO JOIN WITH OTHER PUBLIC AGENCIES AS A PARTICIPANT OF THE CALIFORNIA ASSET MANAGEMENT TRUST AND TO INVEST IN SHARES OF THE TRUST AND IN INDIVIDUAL PORTFOLIOS

RECOMMENDATION

Adopt a resolution authorizing the City of La Quinta to join with other public agencies as a participant of the California Asset Management Trust and to invest in shares of the Trust and in individual portfolios

EXECUTIVE SUMMARY

- California Asset Management Program (CAMP) is a California Joint Powers Authority (JPA) established in 1989 to provide California public agencies with professional investment services.
- The CAMP Pool is a permitted investment under California Government Code Section 53601(p).
- The City became an Investor in CAMP in 2018.
- By joining the JPA, the City becomes a Participant in the plan which would confer voting rights as well as the ability to nominate a Trustee to the Board.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

CAMP was created in 1989 when two public agencies formed the California Asset Management Trust (Trust) with the objective of meeting local government investment needs at a reasonable cost. The Trust's activities are directed by a Board of Trustees, all of whom are finance officials of California public agencies. As a result, the Trust is accountable solely to its public agency Shareholders.

Initially, the Trust was formed to assist California public agencies with investing proceeds of tax-exempt bonds and complying with the arbitrage regulations. Responding to the needs of its Shareholders, the Trust was later modified to provide for the investment of operating funds and capital reserves.

The Trust's Cash Reserve Portfolio (Pool) is a short-term portfolio which, in order of priority, seeks to preserve principal, provide daily liquidity, and earn a high level of income. The Pool is a long-established short-term investment alternative for California public agencies and is only permitted to invest in the same securities as allowed by California Government Code Section 53601. As of August 31, 2024, the Pool has almost \$19 billion in public agency assets under management.

Some of the key benefits of the Pool, as identified within the Program Guide (Attachment 1), are as follows:

- **Safety:** Standard and Poor's (S&P), one of the nationally recognized rating agencies, reviews the assets of the Pool each week. For the Pool to maintain the S&P AAA" rating¹ the Pool must meet certain credit rating standards and not exceed the average maturity allowed by S&P. In addition, a third-party custodian holds all cash and securities.
- **Daily liquidity:** Shareholders may make withdrawals on any business day (same day if CAMP is notified by 11:00 a.m. Pacific Time), and there is no limit on the number of transactions.
- **Competitive yields,** which in the rising rate environment of 2022-2024 at times outperformed the Local Agency Investment Fund (LAIF) by 100 basis points or more. Interest is earned daily and credited monthly.
- **Monthly statements.**

CAMP is governed by a seven-member Board of Trustees comprised of California public finance officials. The Board is subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950-54963), with regards to public meetings and records.

CAMP's Investment Adviser, PFM Asset Management LLC (PFMAM), provides day-to-day portfolio management and program administrative services. PFMAM specializes in providing investment management services to public agencies. CAMP assets are held with custodian U.S. Bank National Association.

ALTERNATIVES

City Council could elect to remain as Investors in the Pool, instead of Participants with voting rights.

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

Attachment: 1. CAMP Program Guide

¹ *Standard & Poor's fund ratings are based on analysis of credit quality, market price exposure, and management. According to Standard & Poor's rating criteria, the AAAm rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value. However, it should be understood that the rating is not a "market" rating nor a recommendation to buy, hold or sell the securities. For a full description on rating methodology, visit [Standard & Poor's website](#).*

RESOLUTION NO. 2024 – XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA QUINTA, CALIFORNIA, AUTHORIZING THE CITY OF LA QUINTA (THE “PUBLIC AGENCY”) TO JOIN WITH OTHER PUBLIC AGENCIES AS A PARTICIPANT OF THE CALIFORNIA ASSET MANAGEMENT TRUST AND TO INVEST IN SHARES OF THE TRUST AND IN INDIVIDUAL PORTFOLIOS

WHEREAS, Section 6509.7 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Exercise of Powers Act”) provides that, if authorized by their legislative or other governing bodies, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power; and

WHEREAS, under Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act, a “public agency” includes, but is not limited to, any California county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission, state department or agency, any joint powers authority formed pursuant to the Joint Exercise of Powers Act by public agencies or any nonprofit corporation whose membership is confined to public agencies or public officials; and

WHEREAS, public agencies that constitute local agencies, as that term is defined in Sections 53600 of Title 5, Division 2, Part 1, Chapter 4, Article 2 of the Government Code of the State of California (the “California Government Code”), are authorized pursuant to Section 53601(p), to invest all money belonging to, or in the custody of, a local agency not required for its immediate need in shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 of the California Government Code that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code Section 53601; and

WHEREAS, the California Asset Management Trust (the “Trust”) was established, pursuant to and in accordance with the Joint Exercise of Powers Act, by a Declaration of Trust, made as of December 15, 1989, as subsequently amended from time to time (the “Declaration of Trust”), as a vehicle for public agencies to jointly exercise their common power to invest the proceeds of debt issues and Public Agency surplus funds; and

WHEREAS, pursuant to and in accordance with the Joint Exercise of Powers Act, the Public Agency desires to join the other public agencies which are or will be Participants of the Trust by adopting and executing the Declaration of Trust, provided hereto as Exhibit A, and incorporated herewith by this reference, and which is on file in the office of the Finance Director/City Treasurer; and

WHEREAS, the Public Agency is a “public agency” as that term is defined in Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act and a “local agency” as that term is defined in Section 53600 of the California Government Code; and

Resolution No. 2024 – xxx

Authorizing City as Participant of the California Asset Management Trust and to Invest in Shares of the Trust and in Individual Portfolios

Adopted: October 15, 2024

Page 2 of 3

WHEREAS, the Public Agency is otherwise permitted to be a Participant of the Trust and to invest funds in the Trust and in the individual portfolios to be managed by the Investment Adviser to the Trust (“Individual Portfolios”); and

WHEREAS, a program guide describing the Trust and the Individual Portfolios (the “Program Guide”) is on file in the office of the Finance Director/City Treasurer.

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

SECTION 1: The Public Agency shall join with other public agencies pursuant to and in accordance with the Joint Exercise of Powers Act by executing the Declaration of Trust, incorporated as Exhibit A to this Resolution, and thereby becoming a Participant in the Trust, which Declaration of Trust is hereby approved and adopted. The City Manager is hereby authorized to execute, and the City Clerk is hereby authorized to attest and deliver, the Declaration of Trust.

SECTION 2: The Public Agency is hereby authorized to purchase shares in the Trust from time to time with available funds of the Public Agency, and to redeem some or all of those shares from time to time as such funds are needed.

SECTION 3 The Public Agency is hereby authorized to invest available funds of the Public Agency from time to time in one or more Individual Portfolios managed by the Investment Adviser to the Trust and described in the Program Guide.

SECTION 4: The appropriate officers, agents and employees of the Public Agency are hereby authorized and directed in the name and on behalf of the Public Agency to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, and any changes, amendments, modifications, or waivers thereto which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

SECTION 5: This resolution shall go into effect upon adoption and the City Clerk shall certify to the adoption of this Resolution.

SECTION 6: Severability – if any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Resolution No. 2024 – xxx

Authorizing City as Participant of the California Asset Management Trust and to Invest in Shares of the Trust and in Individual Portfolios

Adopted: October 15, 2024

Page 3 of 3

PASSED, APPROVED, and ADOPTED at a regular meeting of the La Quinta City Council held on this 15th day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LINDA EVANS, Mayor
City of La Quinta, California

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California



APPROVED AS TO FORM:

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



CALIFORNIA ASSET MANAGEMENT TRUST

DECLARATION OF TRUST

Dated as of December 15, 1989, as amended and restated as of October 25, 2022

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THIS DECLARATION OF TRUST, made as of December 15, 1989, by the Initial Participants, is amended and restated as of October 25, 2022. Capitalized terms used herein shall have the meanings specified in Article I.

WITNESSETH

WHEREAS, Section 6502 of the Act provides that “if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties”; and

WHEREAS, Section 6509.7(a) of the Act provides that “two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power”; and

WHEREAS, Section 6500 of the Act defines “Public Agency” to include “the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies”; and

WHEREAS, Section 6509.7(b) of the Act provides that in addition to those public agencies listed in Section 6500, the definition of “Public Agency” also includes “a nonprofit corporation whose membership is confined to public agencies or public officials”; and

WHEREAS, the Initial Participants are both California Public Agencies and are both authorized to invest funds pursuant to the Government Code of the State of California; and

WHEREAS, the Initial Participants have been authorized by their legislative or other governing bodies, and desire to agree by this Declaration of Trust, to jointly exercise their common power to invest funds through creation of the Trust as a separate entity under the Act; and

WHEREAS, the Initial Participants anticipate that other California Public Agencies as defined by the Act, as it may be amended from time to time, may wish to become Participants by adopting and executing this Declaration of Trust and thus becoming parties to it; and

WHEREAS, Section 6509.7(a) of the Act provides that Public Agencies’ funds invested pursuant to an agreement entered into under the Act may be invested as authorized under subdivision (p) of Section 53601 of the California Government Code (“Section 53601”); and

WHEREAS, Section 53601 of the California Government Code, subdivision (p), makes shares of beneficial interest issued by the Trust eligible investments for Public Agencies; and

WHEREAS, Public Agencies that do not wish to become parties to this Declaration of Trust, but that wish to acquire Shares of Beneficial Interest issued by the Trust, may do so on terms provided hereunder and in accordance with the By-Laws governing the Trust.

NOW, THEREFORE, the Initial Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held and managed in trust for

the benefit of holders, from time to time, of the Shares of Beneficial Interest issued hereunder and subject to the provisions hereof.

ARTICLE I. DEFINITIONS

Except as otherwise expressly provided for in this Declaration of Trust, or unless the context otherwise requires, as used throughout this Declaration of Trust the following terms shall have the respective meanings specified below.

Act: The Joint Exercise of Powers Act, Section 6500 et seq. of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Affiliate: As to any person, any other person who owns beneficially, directly or indirectly, 1% of the outstanding capital stock or equity interest of such person or of any other person who controls, is controlled by or is under common control with such person, or is an officer, retired officer, director, employee, partner or Trustee of such person or of any other person who controls, is controlled by or is under common control with such person.

By-Laws: The By-Laws of the Trust made as of December 15, 1989, as amended and restated from time to time.

Cash Reserve Portfolio: A short-term money market portfolio of the Trust which is divided into two Series of Shares, the Participant Shares Series and the Investor Shares Series.

Certificate of Determination: An instrument, a copy of which is attached hereto as Exhibit A and incorporate by reference here, which has been approved by a majority of the Trustees establishing a Class or Series of Shares of a particular Class and setting forth therein the relative rights, preferences, approval powers, and terms and conditions of each Series or Class, as may be provided in such instrument.

Class: The designation of Shares issued by the Trust which currently includes two classes known as the “Cash Reserve Portfolio Class of Shares” and the “Term Portfolio Class of Shares.”

Declaration of Trust: The Declaration of Trust made as of December 15, 1989, by the Initial Participants, as amended and restated as of October 25, 2022.

Information Statement: A disclosure document which describes in detail the management, policies and operations of the Pool, risks attendant to investments in the Trust, and other matters related to the Trust and the Pool.

Initial Participants: Monterey Peninsula Water Management District and Placer County.

Investment Advisory Agreement: The Amended and Restated Investment Advisory Agreement made as of May 14, 2004, by and between the Trust and PFM Asset Management LLC, as further amended and restated from time to time, and last amended and restated as of January 1, 2023.

Investor Agreement: An agreement entered into between the Investor and the Trust in connection with the Investor’s purchase of shares of Investor Shares Series.

Investor Shares Series: Shares in the Trust held by Investors. Shares of Investor Shares Series have no voting rights.

Investors: Public Agencies that acquire Shares of Investor Shares Series issued by the Trust without executing the Declaration of Trust and on such other terms as provided in the Declaration of Trust and By-Laws.

Participant Shares Series: Shares in the Trust held by Participants. Shares of Participant Shares Series have voting rights conferring approval powers in proportion to the number of full and fractional Shares held by each Participant.

Participants: Initial Participants and any subsequent Participants that are Public Agencies that join the Trust by executing the Declaration of Trust and who may acquire shares of Participant Shares Series.

Program Guide. Information consisting of the Information Statement and additional information provided to Investors and Participants in the Trust.

Public Agency: As that term is defined in Section 6500 and Section 6509.7 of the Act.

Series: Subdivision of Shares within a Class. Each Series has rights, privileges, preferences and restrictions applicable to that Series as more fully set forth in a Certificate of Determination with respect to such Series. The Shares issued by the Trust within the Cash Reserve Portfolio Class of Shares are currently designated into two Series, the Participant Shares Series and Investor Shares Series. The Shares issued by the Trust within the Term Portfolio Class of Shares are from time to time designated into a Series, and each such Series is designated into two Subseries, the Participant Shares Subseries and the Investor Shares Subseries.

Shareholders: Public Agencies that own Shares of a Class within the Trust or a Series within a Class.

Shares: Units of beneficial interests issued by the Trust and generally refers to shares of any one or more Series or Classes, or of all Series and Classes, as may apply.

Term Portfolio: A fixed-rate, fixed-term money market portfolio of the Trust, and each Series designated therein, each such Series constituting a pool of assets for purposes of Section 53601. Each such Series is divided into two Subseries of Shares, the Participant Shares Subseries and the Investor Shares Subseries.

Trust: The California Asset Management Trust formed pursuant to Section 6502 of the Act.

Trustees: Individuals appointed by the Board of Trustees and approved by Participants pursuant to the Declaration of Trust and By-Laws to manage the Trust's activities on behalf of the Trust. So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust" wherever used herein) shall refer to the Trustees as Trustees, and not as individuals or personally, and shall not refer to the officers, employees, agents or Participants of the Trust. If the Trustees determine that the use of that name is not advisable, they may use another designation or adopt another name under which the Trust may hold property or conduct its activities.

ARTICLE II. NAME, PURPOSE AND REPRESENTATIONS

Section 2.1. Name.

The name of the trust created hereby is CALIFORNIA ASSET MANAGEMENT TRUST. The Trust shall constitute a separate public entity within the meaning of Section 6507 of the Act.

Section 2.2. Purpose.

The purpose of the Trust is to provide California Public Agencies, both the Participants and the Investors, with an instrumentality or agency to pool their proceeds of debt issues and other funds and to facilitate the investment of and accounting for such funds. Public Agencies of the State of California, authorized under the Act, as may be amended from time to time, or other applicable California statutes, as shall be in effect from time to time, to enter into joint arrangements of this nature, may become Participants after their governing bodies have adopted and executed this Declaration of Trust. Investors may invest in the Shares of the Trust without becoming Participants by executing an Investor Agreement containing the representations and warranties, waivers, covenants and agreements referenced herein as applicable to the Investors.

Section 2.3. Representations of Participants and Investors.

Each Participant and each Investor (by execution of an Investor Agreement), represents and warrants to the other Participants and Investors, but only as to itself, as follows:

(a) The Shareholder is duly organized and validly existing as a Public Agency of the State of California, as that term is defined in Sections 6500 and 6509.7(b) of the Act, as may be amended from time to time, and has full legal right, power and authority to enter into this Declaration of Trust or the Investor Agreement, as may be applicable, to observe and perform its obligations hereunder or thereunder and to invest its assets as provided herein or therein; and by all necessary official actions the Shareholder has duly authorized and approved the execution of this Declaration of Trust or the applicable Investor Agreement, as the case may be, the observance and performance of its obligations hereunder or thereunder and the investment of its assets as provided herein or therein.

(b) This Declaration of Trust with respect to each Participant and Investor Agreement with respect to each Investor constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, and by the application of equitable remedies in appropriate cases.

ARTICLE III. TRUSTEES

Section 3.1. Initial Trustees.

By the execution of this Declaration of Trust, the Initial Participants appoint the following five individuals to serve as initial Trustees:

Bruce Buel
Earl Corin
Nancy E. Hicks

James S. Kennedy
Robert C. Leland

Section 3.2. Number, Qualification, Election and Term of Trustees.

The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided, however, that the number of Trustees shall not be less than three and not greater than fifteen and shall not be less than the number of classes of California Public Agencies entitled to representation on the Board of Trustees as provided in the By-Laws. All Trustees shall be members of the governing body, officers or full-time employees of California Public Agencies. Other than the initial Trustees and Trustees named to fill vacancies as provided in Section 3.4., the Trustees shall be appointed by the Board of Trustees and approved annually by the Participants. Except in the event of resignations or removals pursuant to Section 3.3., each Trustee shall hold office until his or her successor is appointed and approved by the Board of Trustees and the Participants and qualified to serve as Trustee. Each Trustee shall either sign this Declaration of Trust or agree in writing to be bound by it.

Section 3.3. Resignation and Removal.

Any Trustee may resign his or her trust (without need for prior or subsequent accounting) by an instrument in writing signed by such Trustee and delivered to the other Trustees, and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. A Trustee who has ceased to be qualified as provided in the By-Laws, who has died, who has been judged incompetent or bankrupt, or for whom a guardian or conservator has been appointed, shall be deemed to have resigned as of the date of such disqualification, death, adjudication or appointment. Any Trustee may be removed, with or without cause, by the action of two-thirds of the remaining Trustees. Upon the resignation or removal of a Trustee, such former Trustee shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver such documents as the remaining Trustees shall require as provided in the preceding sentence.

The Superior Court of the City and County of San Francisco, California, may at the suit of any Participants holding at least 10% of the Shares, remove from office any Trustee in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the Trust and may bar from reelection any Trustee so removed for a period determined by the Court.

Section 3.4. Vacancies.

The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the disqualification, death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. No such vacancy shall operate to annul this Declaration of Trust or to remove any existing agency created pursuant to the terms of this Declaration of Trust. In the case of an existing vacancy, including a vacancy existing by reason of an increase in the number of Trustees, the remaining Trustees shall fill such vacancy by the appointment of such other person as they in their discretion shall see fit and as is qualified as provided herein and in the By-Laws. If there shall be no remaining Trustee, any Participant may petition the Superior Court of the City and County of San Francisco to appoint a Trustee who is qualified as provided herein and by the By-Laws. Any such appointment shall not become effective, however, until the person appointed shall have accepted in writing such appointment and agreed in writing to be bound by the terms of this Declaration of Trust. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of

resignation, provided that such appointment shall not become effective prior to such resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 3.4., the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.

ARTICLE IV. POWERS OF TRUSTEES

Section 4.1. General.

The Trustees shall have exclusive and absolute control over the Trust property and over the affairs of the Trust to the same extent as if the Trustees were the sole owners of the Trust property in their own right, but with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees shall have power to conduct the affairs of the Trust and carry on its operations in any and all of its branches and maintain offices both within and without the State of California, and to do all such other things and execute all such instruments as the Trustees deem necessary, proper or desirable in order to promote the interests of the Trust although such things are not herein specifically mentioned. Any determination as to what is in the interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of a power to the Trustees. The enumeration of any specific power herein shall not be construed as limiting the aforesaid powers. Such powers of the Trustees may be exercised without order of or resort to any court. Notwithstanding the foregoing, the investment powers of the Trustees under this Declaration of Trust shall be subject to any restrictions upon the manner of exercising such powers imposed by the laws of the State of California, including Section 53635 of Title 5, Division 7, Part 1, Chapter 4, Article 2 of the Government Code, as in effect on the date of adoption of this Declaration of Trust by the Initial Participants and as may be amended from time to time. In the event that such Initial Participants (or any successor Participants designated as described below) cease to be parties to this Declaration of Trust, the Trustees shall designate other Participants as successor Participants for purposes of this Section.

Section 4.2. Investments.

The Trustees shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments of every nature and kind, provided such investment is (in the sole and absolute discretion of the Trustees) consistent with the investment objectives and policies set forth in the Trust's Program Guide including the Information Statement, as most recently amended or supplemented, and to exercise any and all rights, powers and privileges of ownership or interest in respect of any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of such rights, powers and privileges in respect of any of such investments.

Section 4.3. Legal Title.

Legal title to all the Trust property shall be vested in the Trustees as joint tenants, except that the Trustees shall have power to cause legal title to any Trust property to be held by or in the name of one or more of the Trustees, or in the name of the Trust, or in the name of any other person as nominee, on such terms as the Trustees may determine, provided that the interest of the Trust therein is appropriately protected. The right, title and interest of the Trustees in the Trust property shall vest automatically in each person who may hereafter become a Trustee. Upon the resignation, removal, incapacity, disqualification or death of a Trustee such Trustee shall automatically cease to have any right, title or interest in any of the

Trust property, and the right, title and interest of such Trustee in the Trust property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or not conveyancing documents have been executed and delivered.

Section 4.4. Issuance and Redemption of Shares.

The Trustees shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares and, subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares any funds or property of the Trust, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by California law.

Section 4.5. Borrowing Money and Lending Trust Property.

Subject to applicable law, the Trustees shall have power to borrow money or otherwise obtain credit and to secure the same by mortgaging, pledging or otherwise subjecting as security the assets of the Trust, to endorse, guarantee, or undertake the performance of any obligation, contract or engagement of any other person and to lend Trust property.

Section 4.6. Delegation and Committees.

The Trustees shall have power to delegate from time to time to such of their number or to officers, employees or agents of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Trustees or otherwise as the Trustees may deem expedient, to the same extent as such delegation is permitted by law and consistent with the By-Laws.

Section 4.7. Collection and Payment.

The Trustees shall have power to collect all property due to the Trust; to pay all claims, including taxes, against the Trust property; to prosecute, defend, compromise or abandon any claims relating to the Trust property; to foreclose any security interest securing any obligation by virtue of which any property is owed to the Trust; and to enter into releases, agreements and other instruments.

Section 4.8. Expenses and Limits Thereon.

The Trustees shall have the power to incur and pay any expenses which in the opinion of the Trustees are necessary or incidental to carry out any of the purposes of this Declaration of Trust. The Trustees shall fix the compensation of all officers and employees who are not Trustees.

Section 4.9. Litigation.

The Trustees shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to the Trust or the Trust property, and, out of the Trust property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of the Trustees or any appropriate committee thereof, in the exercise of their or its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Participant or an Investor in such Participant's or Investor's own name or in the name of the Trust, whether or not the Trust or any of the

Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of the Trust.

Section 4.10. Manner of Acting and By-Laws.

Except as otherwise provided herein or in the By-Laws, any action to be taken by the Trustees may be taken by a majority of the Trustees present at a meeting of Trustees (a quorum being present). The Trustees may adopt By-Laws not inconsistent with this Declaration of Trust to provide for the conduct of the affairs of the Trust and may amend or repeal such By-Laws.

Section 4.11. Miscellaneous Powers.

The Trustees shall have the power to: (a) employ or contract with such persons as the Trustees may deem desirable for the transaction of the affairs of the Trust; (b) to the extent permitted by law, enter into joint ventures, partnerships and any other combinations or associations; (c) remove Trustees or fill vacancies in or add to their number, elect and remove such officers and appoint and terminate such agents or employees as they consider appropriate, and appoint from their own number and others, and terminate, any one or more committees which may exercise some or all of the power and authority of the Trustees as the Trustees may determine; (d) purchase, and pay for out of Trust property, insurance policies insuring the Trustees, officers, employees, agents, Participants, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not the Trust would have the power to indemnify such person against such liability; (e) to the extent permitted by law, indemnify any person with whom the Trust has dealings to such extent as the Trustees shall determine; (f) determine and change the fiscal year of the Trust and the method by which its accounts shall be kept; and (g) adopt a seal for the Trust but the absence of such seal shall not impair the validity of any instrument executed on behalf of the Trust.

In addition to these specific powers, the Trustees shall also have all other powers consistent with the Act and the laws of California governing California business trusts and reasonably necessary from time to time to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE V. INVESTMENT ADVISORY AND OTHER SERVICES TO TRUST

Section 5.1. Investment Adviser and Approval of Agreements.

The Trustees are responsible for the general policies of the Trust and for such general supervision of the business of the Trust conducted by all officers, agents, employees, advisers, managers or independent contractors of the Trust as may be necessary to insure that such business conforms to the provisions of this Declaration of Trust. However, the Trustees shall not be required personally to conduct all the business of the Trust, and consistent with their ultimate responsibility as stated above, the Trustees shall have the power to appoint, employ or contract with any person (including one or more of themselves or any corporation, partnership, or Trust in which one or more of them may be directors, officers, stockholders, partners or trustees) as the Trustees may deem necessary or proper for the transaction of the business of the Trust. The Trustees may in their discretion, from time to time, enter into an investment advisory or management contract whereby the other party to such contract shall undertake to furnish the Trust such management, investment advisory or supervisory, administrative, accounting, legal, statistical, research, and promotional facilities and services, and such other facilities and services, if any, as the Trustees may in their discretion determine. The Trustees may authorize the investment adviser to effect

purchases, sales, loans or exchanges of portfolio securities of the Trust on behalf of the Trustees or may authorize any officer, employee or Trustee to effect such purchases, sales, loans or exchanges pursuant to recommendations of the investment adviser, all without further action by the Trustees. Any such purchases, sales, loans and exchanges shall be deemed to have been authorized by all of the Trustees.

The Trustees shall have the power to determine the compensation and other terms of employment or contract of the investment adviser or any other person whom they may employ or with whom they may contract; provided, however, that any determination to employ or contract with any Trustee or any person of which a Trustee is an Affiliate, shall be valid only if made, approved or ratified by a majority of the Trustees who are not Affiliates of such person. The Trustees may exercise broad discretion in allowing the investment adviser to administer and regulate the operations of the Trust, to act as agent for the Trust, to execute documents on behalf of the Trustees, and to make decisions which conform to general policies and general principles previously established by the Trustees.

Section 5.2. Other Activities of Investment Adviser.

Subject to and as limited by the terms and conditions of any Investment Advisory Agreement or other agreement between the Trust and the investment advisor, the investment adviser shall not be required to administer the investment activities of the Trust as its sole and exclusive function and may have other business interests and may engage in other activities similar or in addition to those relating to the Trust, including the rendering of services and advice to other persons and the management of other investments (including investments of the investment adviser and its Affiliates).

The investment adviser shall be required to use its best efforts to present a continuing and suitable investment program to the Trust which is consistent with the investment policies and objectives of the Trust.

Section 5.3. Other Services to the Trust.

The Trustees may, from time to time in their discretion, enter into contracts or agreements with independent contractors to carry out the following functions: (1) transfer agent and dividend disbursing agent; (2) administrator, to maintain the books and records of the Trust, to supervise all aspects of the Trust's operations, including periodic updating of the Trust's Program Guide and Information Statement, to prepare the Trust's tax returns and periodic reports to Shareholders, to compute the Trust's daily net asset value and yield, to provide office space, equipment and facilities necessary for the Trust's operations and to provide such other administrative services as the Trustees may require; (3) distributor, to act as the Trust's sales agent for the distribution of the Shares, (4) customer service agent, to provide information to California Public Agencies which are Participants or Investors or are interested in becoming Participants or Investors; (5) custodian bank, to hold all money and securities constituting the Trust property; (6) independent certified public accountants, to perform an annual audit and provide such other services as the Trustees may require, and (7) legal counsel. The foregoing specific list shall not prevent the Trustees from employing other persons to provide such advice, assistance or services as the Trustees may, from time to time, require to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE VI. LIMITATIONS OF LIABILITY

Section 6.1. No Personal Liability.

No Participant shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the acts, obligations or affairs of the Trust. Subject to Section 6.2., no Trustee, officer, employee or agent of the Trust shall be subject to any personal liability whatsoever to any person in connection with Trust property or the acts, obligations or affairs of the Trust, and all such persons shall look solely to the Trust property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. No Participant, Trustee, officer, employee, or agent, as such, of the Trust, made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability; provided that such indemnity or reimbursement shall be made from assets (or proceeds thereof or income therefrom) of the one or more Series of Shares of the Trust in respect of which such claim or liability arose and not from the assets (or proceeds or income therefrom) of any other Series of Shares of the Trust. The rights accruing to a Participant under this Section 6.1. shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

Section 6.2. Non-Liability and Indemnification of Trustees and Others.

No Trustee, officer, employee or agent of the Trust shall be liable to the Trust, to its Shareholders, or to any Participant, Trustee, officer, employee or agent thereof for any action or failure to act (including, without limitation, the failure to compel, in any way, any former or acting Trustee to redress any breach of trust), except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duty. Each Trustee, officer, employee and agent of the Trust shall be indemnified as provided in the By-Laws and to the fullest extent provided by California law.

Section 6.3. Official Bond Required.

The Trustees shall obtain an official bond in such amounts and with such terms as they shall determine pursuant to Section 6505.1 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Section 6.4. No Duty of Investigation and Notice in Trust Instruments.

No purchaser, lender, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of the Trustees or of such officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of the Trust and undertaking, and every other document executed in connection with the Trust, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Declaration of Trust or in their capacity as officers, employees or agents of the Trust. Every written obligation, contract, instrument, certificate, Share or other security of the Trust or undertaking made or issued by the Trustees shall recite that it is executed by them not individually, but as Trustees under this Declaration of Trust, and that the obligations of any such instruments are not binding

upon any of the Trustees or Participants individually, but bind only the Trust property, but the omission of such recital shall not operate to bind the Trustees or Participants individually.

Section 6.5. Reliance on Experts.

Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel, or upon reports made to the Trust by any of its officers or employees or by the investment adviser, administrator, transfer agent, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers or employees of the Trust.

Section 6.6. Immunity from Liability, Limited Waiver of Sovereign Immunity of Certain Participants.

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of Trustees, officers, agents or employees of the Initial Participants and any additional Participants when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with the Trust; provided however, that notwithstanding the foregoing, any Participant that is a federally recognized Indian tribe agrees (a) to a limited waiver of its sovereign immunity solely for the purpose of authorizing another Participant or Participants, including the Trustees, to initiate an action against it to enforce any right under the Declaration of Trust, to seek provisional remedies and to enforce an award or judgment rendered in any such action; and (b) to waive its sovereign immunity from any liability or judgment arising from any such action, but any such waiver shall be limited to and co-extensive with the immunity afforded a Participant that is a California Public Agency but not a federally recognized Indian tribe. The Trust, acting through one or more service providers, with the consent of the Board President, shall be authorized to negotiate and to enter into agreements with federally recognized Indian tribes on behalf of the Trust consistent with the above waivers as required to address terms and conditions.

Section 6.7. Further Restriction of Duties and Liabilities.

Without limiting the foregoing provisions of this Article VI, the Trustees, officers, employees, agents, and Participants of the Trust shall in no event have any greater duties or liabilities than those imposed by applicable law as shall be in effect from time to time.

ARTICLE VII. SHARES OF BENEFICIAL INTEREST

Section 7.1. Beneficial Interest.

The interest of the Shareholders hereunder shall be divided into transferable units to be called Shares. The number of Shares authorized hereunder is unlimited. Except as otherwise provided in this Section 7.1. and in Section 7.8. hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable pool of securities within the Trust. Each Share of any Class of Shares created by the Trustees, whether or not the Trustees have created more than one Series of Shares of such Class, shall represent an equal proportionate interest in the assets of that Class with each other Share in that Class. The Trustees may divide or combine the Shares of any Class into a greater or lesser number of Shares of

that Class or any Series of that Class without thereby changing the proportionate interests of each Share of that Class in the assets of that Class.

There is hereby established and designated two Classes of Shares known as the “Cash Reserve Portfolio” Class and the “Term Portfolio” Class. These Classes of Shares shall be divided into two Series of Shares, within the same portfolios, a “Participant Shares Series” and an “Investor Shares Series.” Subject to the provisions of Section 7.8. hereof, the Trustees may authorize the creation of additional Classes of Shares (the proceeds of which may be invested in other portfolios with investment objectives different from the “Cash Reserve Portfolio” Class and the “Term Portfolio” Class) and such series of Shares of such additional Classes as the Trustees may deem appropriate. All Shares issued hereunder, including, without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and nonassessable. Except as expressly provided herein, or in the action of the Trustees in creating any new Series of a Class, no division of Shares into Series shall result in the creation of a preference as to dividends or distributions or a preference in the event of any liquidation, termination or winding up of the Trust. All references to Shares in this Declaration of Trust shall be deemed to be Shares of any one or more Series or Classes, or of all Series and Classes, as the context may require.

Section 7.2. Rights of the Shareholders.

The ownership of the Trust property of every description and the right to conduct the affairs of the Trust herein before described are vested exclusively in the Trustees, and the Shareholders shall have no interest therein other than the beneficial interest conferred by their Shares, and they shall have no right to call for any partition, division, dividend or distribution of any property, profits, rights or interests of the Trust nor can they be called upon to assume any losses of the Trust or suffer an assessment of any kind by virtue of their ownership of the Shares beyond their beneficial interests in the Shares. The Shares shall be personal property giving only the rights specifically set forth in this Declaration of Trust. The Shares shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights, except as the Trustees may determine.

Section 7.3. Establishment of a Trust.

It is the intention of the Trustees and the Shareholders to create the relationship of Trustee and beneficiary between the Trustees and each Shareholder from time to time. It is not the intention of the Trustees and the Shareholders to create a general partnership, limited partnership, joint stock association, corporation, bailment or any form of legal relationship other than a trust. Nothing in this Declaration of Trust shall be construed to make the Shareholders, either by themselves or with the Trustees, partners or members of a partnership or a joint stock association.

Section 7.4. Register of Shares.

A register shall be kept at the principal office of the Trust or at such place as the Trustees shall designate containing the names and addresses of all the Shareholders and the number of Shares held by them respectively and a record of all transfers thereof. Such register shall be conclusive as to which California Public Agencies are the holders of the Shares and which California Public Agencies shall be entitled to receive distributions or otherwise to exercise or enjoy the rights of Participants or Investors. No Shareholder shall be entitled to receive payment of any distribution, nor to have rights given to it as herein or in the By-Laws provided, until its correct name and address has been given to the transfer agent or such other officer or agent of the Trustee as shall keep the register. The Trustees, in their discretion, may but need not authorize the issuance of Share certificates and promulgate appropriate rules and regulations as to their use.

Section 7.5. Transfer of Shares.

Shares shall be transferable on the records of the Trust only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the transfer agent of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery the transfer shall be recorded on the register of the Trust. Until such record is made, the Shareholder of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Trustees nor any transfer agent nor any officer, employee or agent of the Trust shall be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a California Public Agency or the Trust itself. Any attempted transfer to any other person shall be void and of no effect.

Section 7.6. Notices.

Any and all notices and communications to which a Shareholder may be entitled shall be deemed duly given or made if delivered in person, by email or other electronic communication with respect to which a record of delivery of the notice shall be obtained and maintained, or mailed, postage prepaid, addressed to the Shareholder of record at its address as recorded on the register of the Trust. In addition to any other notice or communication to which a Shareholder may be entitled, each Shareholder shall be entitled to notice of any amendment to this Declaration of Trust or of any matter which is approved by the Participants.

Section 7.7. Approval Powers.

The following matters taken by the Trustees shall require the approval of a majority of the holders of outstanding voting Shares: (i) the appointment of Trustees as provided in Section 3.2., (ii) liquidation of any Class of Shares or Participant Shares Series as provided in Section 7.8.(e), (iii) termination of the Trust as provided in Section 10.2., (iv) amendment of this Declaration of Trust to the extent provided in Section 10.3., (v) merger, consolidation or sale of assets of the Trust as provided in Section 10.4., (vi) a change in the investment restrictions or fundamental policies set forth in the Program Guide and Information Statement, except as set forth therein, and (vii) such additional matters relating to the Trust as may be required by this Declaration of Trust or the By-Laws or as the Trustees may consider necessary or desirable. Only Participants shall be entitled to exercise such approval powers in proportion to the number of full and fractional Shares held by each Participant. Investors shall have no voting rights.

Shares shall not be cumulated for the purpose of approving Trustees. Until Shares are issued, the Trustees may exercise all rights of the Participants and may take any action required by law, this Declaration of Trust or the By-Laws to be taken by the Participants. The By-Laws may include further provisions for the approval of the Participants and related matters.

Section 7.8. Series and Classes of Shares.

The following provisions are applicable regarding the Series or Classes of Shares of the Trust established and designated by Section 7.1. hereof and shall be applicable if the Trustees shall establish and designate additional Classes or Series of a Class as provided in that Section:

(a) The number of Shares of each Series or Class that may be issued shall be unlimited.

(b) All consideration received by the Trust for the issue or sale of Shares of a particular Class (whether or not Shares of such Class have been divided into Series), together with all assets in which such

consideration is invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to Shares of that Class for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Trust. In the event that there are any assets, income, earnings, profits, or proceeds thereof, or funds or payments of the Trust which are not readily identifiable as belonging to any particular Class, the Trustees shall allocate them among any one or more of the Classes established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Shareholders of all Classes for all purposes.

(c) The assets belonging to each particular Class shall be charged with the liabilities of the Trust in respect of that Class, as will all expenses, costs, charges and reserves attributable to that Class, and any general liabilities, expenses, costs, charges or reserves of the Trust which are not readily identifiable as belonging to any particular Class shall be allocated and charged by the Trustees to and among any one or more of the Classes established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Shareholders in all Classes for all purposes.

(d) Except as otherwise provided in the Certificate of Determination of the Trustees creating a Series of Shares of a particular Class, all dividends and distributions on Shares of a particular Class shall be distributed pro rata to the holders of that Class in proportion to the number of Shares of that Class held by such holders at the date and time of record established in the By-Laws for the payment of such dividends or distributions.

(e) In the event of the liquidation of a particular Series of a Class or of an entire Class, the Participants or Investors in that Series or Class, as the case may be, which is being liquidated shall be entitled to receive, when and as declared by the Trustees, the excess of the assets belonging to Shares of that Class over the liabilities attributable to Shares of the Class. The holders of Shares of any such Class shall not be entitled thereby to any distribution upon liquidation of any other Series or Class. The assets so distributable to the Participants or Investors, as the case may be, in any Class shall be distributed among such Participants or Investors in proportion to the number of Shares of that Class, whether in one or more Series, held by them and recorded on the books of the Trust. The liquidation of any particular Series or Class in which there are Shares then outstanding held by Participants may be authorized by an instrument in writing, without a meeting, signed by a majority of the Trustees then in office, subject to the affirmative vote of a majority of the outstanding voting Shares of that Series or Class held by Participants.

(f) The Trustees shall have the authority to provide that the holders of Shares of any Series or Class shall have the right to convert or exchange such Shares for or into Shares of one or more other Series or Class in accordance with such requirements and procedures as may be established by the Trustees.

(g) The Trustees shall have the power to determine the designations, preferences, privileges, limitations and rights, including approval and dividend rights, of each Series or Class of Shares. Subject to the provisions of this Section 7.8., all Shares of all Series or Classes shall have identical rights and privileges.

(h) The establishment and designation of any Series or Class of Shares in addition to those established and designated in Section 7.1. hereof shall be effective upon the execution by a majority of the then Trustees of an instrument setting forth such establishment and designation and the relative rights,

preferences, approval powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of such Series or Class or as otherwise provided in such instrument. At any time that there are no Shares outstanding of any particular Series or Class previously established and designated, the Trustees may by an instrument executed by a majority of their number abolish that Series or Class and the establishment and designation thereof. Each instrument referred to in this paragraph shall constitute an amendment to this Declaration of Trust.

ARTICLE VIII. REDEMPTIONS

Section 8.1. Redemptions.

In case any Shareholder at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer agent or at the office of any bank or trust company, either in or outside of California which is a member of the Federal Reserve System and which the transfer agent has designated in writing for that purpose, to have the Shares redeemed by the Trust at the net asset value thereof per Share next determined after such deposit as provided in the By-Laws. Payment for redemption shall be made to the Shareholder within the number of business days specified in the Trust's current Program Guide and Information Statement, unless the date of payment is postponed pursuant to Section 8.2. hereof, in which event payment may be delayed beyond such period.

Section 8.2. Suspension of Right of Redemption.

The Trustees may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or any part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension shall take effect at such time as the Trustees shall specify, but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment on redemption until the Trustees shall declare the suspension at an end, except that the suspension shall terminate in any event on the first day on which the New York Stock Exchange shall have reopened or the period specified in (ii) or (iii) shall have expired (as to which the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption, a Shareholder may either withdraw its request for redemption or receive payment based on the net asset value existing after the termination of the suspension.

Section 8.3. Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges.

The Trustees shall have the power to redeem Shares owned by any Shareholder to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Shareholder to make full payment for Shares purchased by such Shareholder, or (ii) to collect any charge relating to a transaction effected for the benefit of such Shareholder which is applicable to Shares as provided in the Program Guide and Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 8.1. hereof.

Section 8.4. Redemptions Pursuant to Constant Net Asset Value Policy.

The following provisions shall apply to any Series, or multiple Series of a Class or Classes of Shares invested in the same portfolio, of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with Section 9.1. hereof, be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such Series or multiple Series of a Class or Classes of Shares invested in the same portfolio to be reduced by requiring each Shareholder to contribute to the capital of the Trust such Shareholder's proportionate part of the total number of Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust's net loss in respect of such portfolio. Each Shareholder, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

Section 8.5. Redemptions in Kind.

Payment for Shares redeemed pursuant to Section 8.1. may, at the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

Section 8.6. Minimum Investment.

The Trustees shall have the power to fix the minimum investment for Shareholders expressed in dollars or Shares, or both. Whenever a Shareholder's investment is less than the minimum established by the Trustees, the Trustees may redeem the Shares of such Shareholder, provided thirty days prior notice is given to such Shareholder. If the Trustees increase the minimum investment to an amount greater than it was at the time of the investment of any Shareholder, the investment of such Shareholder shall not be redeemed solely because it is less than such minimum amount without such Shareholder's consent.

ARTICLE IX. DETERMINATION OF NET ASSET VALUE, NET INCOME AND DISTRIBUTIONS

Section 9.1. By-Laws to Govern Net Asset, Net Income and Distribution Procedures.

The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such bases and times for determining the per Share net asset value of Class of the Shares that is a separate pool, the net income of the Trust, and the declaration and payment of distributions, as they may deem necessary or desirable. If authorized by the By-Laws such provisions may be set forth in the Information Statement.

ARTICLE X. DURATION, TERMINATION AND AMENDMENT

Section 10.1. Duration.

The Trust shall continue without limitation of time but subject to the provisions of this Article X.

Section 10.2. Termination of Trust.

(a) The Trust may be terminated by the vote of the majority of the authorized Trustees, subject to approval of the holders of not less than two-thirds of the holders of outstanding voting Shares. Upon the termination of the Trust:

(i) The Trust shall carry on no activities except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the Trust property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; provided that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all the Trust property shall require approval in accordance with Section 10.4. hereof; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust property, in cash or in kind or partly in cash and partly in kind, among the Shareholders according to their respective beneficial interests.

(b) After termination of the Trust and distribution to the Shareholders as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Shareholders shall thereupon cease.

Section 10.3. Amendment Procedure.

(a) This Declaration of Trust may be amended by the vote of the Trustees, subject to approval of such amendment by the holders of a majority of outstanding voting Shares. The Trustees may also amend this Declaration of Trust without such approval to change the name of the Trust or any Series or Class, to establish and designate additional Series or Classes, to supply any omission herein or to correct or supplement any ambiguous, defective or inconsistent provision hereof, or if they deem it necessary, to conform this Declaration of Trust to the requirements of applicable laws or regulations, or to eliminate or reduce any taxes which may be payable by the Trust or the Shareholders, but the Trustees shall not be liable for failing to do so.

(b) No amendment may be made under this Section 10.3. which would change any rights with respect to any Share by reducing the amount payable thereon upon liquidation of the Trust, or by diminishing or eliminating any approval rights pertaining thereto, except with the vote of a majority of the Trustees and the approval of the holders of two-thirds of the outstanding voting Shares. Nothing in this Declaration of Trust shall permit its amendment to impair the exemption from personal liability of the Participants, Trustees, officers, employees and agents of the Trust or to permit assessments upon the Shareholders.

(c) A certificate signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees and, if applicable, by the majority of the outstanding voting Shares, or

a copy of the Declaration of Trust as amended, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment when lodged among the records of the Trust.

Section 10.4. Merger, Consolidation and Sale of Assets.

To the extent permitted by law, the Trust may merge into or consolidate with any other corporation, association, trust or other organization or may sell, lease or exchange all or substantially all of the Trust property, including its good will, upon such terms and conditions and for such consideration when and as authorized by vote of a majority of the Trustees and approved by the holders of two-thirds of the outstanding voting Shares.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Governing Law.

This Declaration of Trust is executed by the Initial Participants and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and consented according to the laws of the State of California.

Section 11.2. Counterparts.

This Declaration of Trust may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall be constituted one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 11.3. Adoption by California Public Agencies.

A Public Agency of the State of California may become a Participant of this Trust by taking appropriate action to adopt this Declaration of Trust, furnishing the Trust with satisfactory evidence that such action has been taken, and signing a counterpart of this Declaration of Trust. A copy of this Declaration of Trust may be adopted through incorporation by reference into an ordinance or resolution of such Public Agency, and a certified copy of such ordinance or resolution shall constitute satisfactory evidence of adoption contemplated by this Section.

Section 11.4. Certificates.

Any certificate executed by an individual who, according to the records of the Trust, appears to be a Trustee hereunder, or Secretary or Assistant Secretary of the Trust, certifying to: (a) the number or identity of Trustees or Shareholders, (b) the due authorization of the execution of any instrument or writing, (c) the form of any vote passed at a meeting of Trustees, (d) the number of Trustees present or voting at any meeting, (e) the form of any By-Laws adopted by or the identity of any officers elected by the Trustees, or (f) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees and their successors.

Section 11.5. Provisions in Conflict with Law or Regulations.

(a) The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any of such provisions is in conflict with applicable laws and regulations, the conflicting provisions shall be deemed superseded by such laws or regulations to the extent necessary to eliminate such conflict; provided, however, that such determination shall not affect any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted prior to such determination.

(b) If any provision of this Declaration of Trust shall be held invalid or unenforceable, such invalidity or unenforceability shall pertain only to such provision and shall not in any manner affect any other provision of this Declaration of Trust in any jurisdiction.

Section 11.6. Index and Headings for Reference Only.

The index and headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Declaration of Trust.

Section 11.7. Successors in Interest.

This Declaration of Trust and the By-Laws shall be binding upon and inure to the benefit of the undersigned Initial Participants and their successors and assigns, and every Shareholder and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Trust as of the date first herein above set forth.

**MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT**

PLACER COUNTY

By: /s/ Dick Heuer

By: /s/ Alex Ferreira

Name: Dick Heuer

Name: Alex Ferreira

Title: Chairman

Title: Chairman, Board of Supervisors

The undersigned Public Agency hereby represents that the governing body of the undersigned has duly adopted by appropriate action the Declaration of Trust of the California Asset Management Trust dated as of December 15, 1989, as amended and restated as of October 25, 2022; hereby executes such Declaration of Trust and, by such execution, hereby becomes a party to and Participant of the Trust and agrees to be bound by all the provisions of the Declaration of Trust.

Date: October 16, 2024

ATTEST:

Date: October 16, 2024

Public Agency: City of La Quinta

By: _____

By: _____

Name: Jon McMillen

Name: Monika Radeva

Title: City Manager

Title: City Clerk

EXHIBIT A

**AMFENDED AND RESTATED CERTIFICATE OF DETERMINATION
OF CALIFORNIA ASSET MANAGEMENT TRUST
(PARTICIPANT SHARES SERIES AND INVESTOR SHARES SERIES OF THE CASH
RESERVE PORTFOLIO CLASS AND THE TERM PORTFOLIO CLASS)**

We, the undersigned Trustees of the California Asset Management Trust (“Trust”), a California Joint Exercise of Powers Authority, formed pursuant to Section 6500 of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the Government of the State of California, and a common law trust established under a Declaration of Trust dated as of December 15, 1989, as amended and restated as of February 28, 2005 (“Declaration of Trust”) (capitalized terms used herein, unless otherwise provided, have the meaning assigned in the Declaration of Trust), do hereby adopt the following:

WHEREAS, the Declaration of Trust authorizes the Trustees to divide the shares of beneficial interest (“Shares”) into any number of Classes and Series of Classes and determine the rights, preferences, privileges and restrictions granted to or imposed upon any of the such Classes or Series of Classes of Shares; and

WHEREAS, the Declaration of Trust authorizes two Series of Shares of the Cash Reserve Portfolio Class and the Term Portfolio Class, consisting of Participant Shares Series and Investor Shares Series with each Share representing an equal proportionate Share in the net assets of the Class; and

WHEREAS, the Participant Share Series consists of Shares issued and outstanding to Participants in the Trust with rights, preference, privileges and restrictions as more fully set forth herein and in the Declaration of Trust and By-Laws; and

WHEREAS, the Trustees wish to designate the rights, preferences, privileges and restrictions of the Participant Shares Series and the Investor Share Series.

NOW, THEREFORE, BE IT RESOLVED, as follows:

(a) Participant Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Participant Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the By-Laws as adopted as of December 15, 1989, as amended and restated as of October 25, 2022, (“By-Laws”), or the Declaration of Trust, Participant Shares have exclusive voting rights on the following matters: (a) the appointment of Trustees, (b) liquidation of any Participant Shares Series, or any Class of Shares held in whole or in part by Participants, (c) termination of the Trust, (d) amendment of the Declaration of Trust, (e) merger, consolidation or sale of assets of the Trust, (f) change in the investment restrictions or fundamental policies set forth in the Information Statement, and (g) such other matters relating to the Trust as may be required by the By-Laws or the Declaration of Trust or as the Trustees may consider necessary or desirable to obtain the approval of the holders of the Participant Shares Series; and

2. Dividends. The holders of the Participant Shares Series shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each

holder of the Participant Shares Series in proportion to the number of Shares of the Participant Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Participant Shares Series of any Class, each holder of the Participant Shares Series shall be entitled to receive, when and as declared by the Trustees in accordance with the By-Laws and the Declaration of Trust, the net asset value of each Share of the Participant Shares Series held by the Participant. The holders of the Participant Shares Series shall not be entitled to any distribution upon liquidation of any other Series of any Class. The assets so distributable to the holders of the Participant Shares Series shall be distributed in proportion to the number of Shares of the Participant Shares Series of such Class held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Participant Shares Series shall have the right at any time to redeem Shares of the Participant Shares Series at the net asset value per Share with payment for the Shares of the Participant Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

RESOLVED, FURTHER,

(b) Investor Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Investor Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the Investor Shares Series shall have no voting rights; and

2. Dividends. The holders of the Investor Shares Series of a Class of Shares shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each holder of the Investor Shares Series of such Class in proportion to the number of Shares of the Investor Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Investor Shares Series of a Class, each holder of the Investor Shares Series of such Class shall be entitled to receive, when and as declared by the Trustees, in accordance with the By-Laws and the Declaration of Trust, the net asset value of each share of the Investor Shares Series of such Class. The holders of the Investor Shares Series shall not be entitled to any distribution upon liquidation of any other Series. The assets so distributable to the holders of the Investor Shares Series of a Class shall be distributed in proportion to the number of Shares of the Investor Shares Series held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Investor Shares Series of a Class shall have the right at any time to redeem Shares of the Investor Shares Series of such Class at the net asset value per Share with payment for the Shares of the Investor Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

**VERIFICATIONS BY WRITTEN DECLARATION OF
AMENDED AND RESTATED CERTIFICATE OF DETERMINATION**

Steve Dial declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Steve Dial

Name: Steve Dial

Karen Adams declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Karen Adams

Name: Karen Adams

André Douzdjian declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ André Douzdjian

Name: André Douzdjian

Duane Wolterstorff declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Duane Wolterstorff

Name: Duane Wolterstorff

Lauren Warrem declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Lauren Warrem

Name: Lauren Warrem

Jordan Kaufman declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ Jordan Kaufman

Name: Jordan Kaufman

David Persselin declares under penalty of perjury under the laws of the State of California that he has read the foregoing Amended and Restated Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: October 25, 2022

By: /s/ David Persselin

Name: David Persselin



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PROGRAM GUIDE

January 12, 2023

This Program Guide includes an Information Statement that contains important information on the California Asset Management Trust. Please read the Information Statement carefully before you invest in the Trust.

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Part 1

Key Facts

Part 1 presents key facts about the Portfolios, including information on costs, minimums, policies, and how to place transaction orders. Part 1 is descriptive, not definitive, and is qualified by the information contained in Part 2.

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Part 2

Information Statement

Part 2 contains supplemental information to Parts 1 and 3. Some of this information further defines or qualifies information presented in Part 1. There is also information on additional topics, such as the history of the Trust and a list of the Trustees. Parts 1, 2, and 3 together constitute the offering document for the Pool, Term, and Individual Portfolios.

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Part 3

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Part 1

Terms Used in This Document

Account Application The form to open a CAMP account.

ACH Automated clearing house is a secure payment transfer system that connects all U.S. financial institutions. The ACH network acts as the central clearing facility for all Electronic Fund Transfer (EFT) transactions that occur nationwide.

Advisory Agreement Investment advisory agreement between the Investment Adviser and the Trust.

Act California Joint Exercise of Powers Act (California Government Code Section 6500 et seq.).

Board The Trust's Board of Trustees. These individuals are employees of California Public Agencies which are Participants in the Trust.

Business Day Any day on which both the bond market (as determined by the Securities Industry and Financial Markets Association "SIFMA") and the Custodian are open for business. The Trust may close early on any days when the bond market closes early. In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations, the Trust will not be open for business on Good Friday even if the primary trading markets are open.

California Asset Management Program or CAMP or Program The Program consisting of the Trust and Individual Portfolios.

Cash Reserve Portfolio A short-term portfolio and cash management vehicle (the "Pool") designed to earn a high rate of return while preserving principal, providing liquidity, and seeking a stable NAV of \$1.00.

Custodian U.S. Bank National Association or the designated bank, agent, or trust company responsible for safeguarding financial assets of the Trust and the Individual Portfolios.

Connect The Investment Adviser's web-based information and transaction service.

FINRA Financial Industry Regulatory Authority.

Individual Portfolio Professionally managed investment accounts which Shareholders may establish by separate agreement with the Investment Adviser.

Internal Revenue Code The Internal Revenue Code of 1986, as amended.

Investment Adviser PFM Asset Management LLC, the Trust's investment adviser, administrator, and transfer agent.

Investor Agreement The Agreement to become an Investor and purchase shares of the Investor Shares Series.

Investors Shareholders that invest in the Trust's Portfolios without joining the Trust.

JPA Joint Exercise of Powers Authority. The Trust is a JPA.

MSRB Municipal Securities Rulemaking Board.

NAV Net asset value.

NRSRO Nationally recognized statistical-rating organization.

Officers Executive officers of the Trust.

PFMAM PFM Asset Management LLC

Pacific Time The local West Coast time, either daylight or standard depending on time of year.

Participants Shareholders that invest in the Trust's Portfolios who have joined the Trust.

Pool The Trust's Cash Reserve Portfolio.

Portfolios The Cash Reserve Portfolio and Term Portfolio which are each professionally managed investment portfolios.

Public Agency As defined in California Government Code, Section 6500, and includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

Shares Series Reference to the Participant Shares Series and the Investor Shares Series of the Cash Reserve Portfolio, or series of the CAMP Term Portfolio when applicable and, collectively, the "Shares Series," where applicable.

Shares Units representing an equal proportionate share of beneficial interest in the Portfolios of the Trust.

Shareholders Public agencies that invest in the Trust's Portfolios.

Standard & Poor's Standard & Poor's Rating Agency.

Term The Trust's CAMP Term Portfolio or individual series thereof.

Trust California Asset Management Trust.

Trustees Members of the Board of Trustees of the Trust.

USBAM U.S. Bancorp Asset Management, Inc.

U.S. Bank U.S. Bank National Association

Portfolio Summary

Cash Reserve Portfolio *Participant Shares and Investor Shares*

Investment Objective

The objective of the Cash Reserve Portfolio is to earn a high rate of return while preserving principal, providing liquidity, and seeking a stable NAV of \$1.00.

For proceeds of debt issuances invested in the Pool, the objective of the Trust is to invest and account for such proceeds in compliance with the arbitrage rebate and yield restriction requirements as set forth in the Internal Revenue Code and the related U.S. Treasury regulations.

Principal Investment Strategies

The Cash Reserve Portfolio invests exclusively in the following types of investments, all of which are authorized investments for Public Agencies pursuant to California Government Code Section 53601:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Bankers' acceptances
- Negotiable certificates of deposit
- Commercial paper
- Corporate notes
- Supranationals
- Asset-Backed Securities
- Money Market Funds

The Investment Adviser may adjust exposure to interest rate risk, typically seeking to protect against possible rises in interest rates and to preserve yield when interest rates appear likely to fall.

The Pool is managed to maintain a dollar-weighted average maturity of no more than 60 days and a dollar-weighted average life (final maturity, adjusted for demand features but not interest rate adjustments) of no more than 120 days. In addition, it only buys investments that have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase (except for variable-rate notes issued by the U.S. Government or its agencies or instrumentalities, which must have remaining maturities of 762 days or less).

The Pool has received a rating of AAAM from Standard & Poor's.

For a more complete description of authorized investments and investment restrictions for the Portfolio, see the "Authorized Investments" section in Section 2 of this document.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Pool's performance, cause Shareholders to lose money, or cause the Pool's performance to be less than that of other investments.

- **Interest rate risk** When short-term interest rates fall, the Pool's yield is likely to fall. When interest rates rise, especially if the rise is sharp or unexpected, the Pool's share price could fall.
- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Pool's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single investment could cause the Pool's share price to fall.
- **Liquidity risk** The Pool's share price could fall during times when there are abnormal levels of redemption requests or markets are illiquid.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or timing of buy/sell decisions.

An investment in the Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Pool seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Pool.

Management

Investment Adviser PFM Asset Management LLC.

The features of the Pool are summarized below.

Fees and Expenses

These are the fees and expenses Shareholders will pay when they buy and hold Shares in this Pool. The figures shown here do not reflect the effects of any voluntary expense reductions. Going forward, actual expenses may be higher or lower. The Investment Adviser is obligated to reimburse the Pool for the amount by which annual operating expenses, including investment management, custodian, legal, and audit fees, exceed 0.22% of average daily net assets. There were no reimbursements to the Pool for the year ended December 31, 2021.

Annual Pool Operating Expenses

(Fees and expenses shown are based on the prior year’s audited financial statements and may be subject to certain fee waivers or recoupment thereof.)

Management and administrative fees	0.10%
Other operating expenses	0.01%
Total annual operating expenses	0.11%

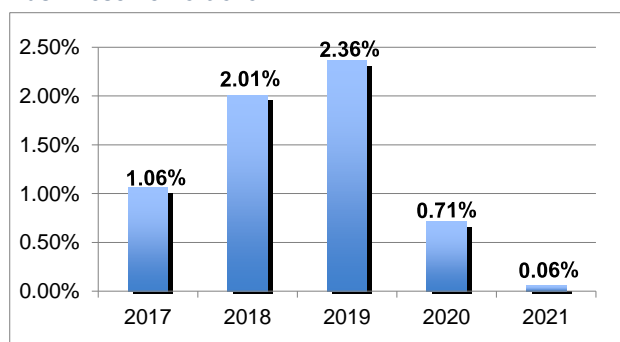
For a more complete description of the fees and expenses for this Portfolio, see the Expenses of the Trust section in Part 2 of this document.

Past Performance

All performance figures shown here assume that dividends were reinvested. Figures shown are for the five most recent audited calendar years. For current yield information, call (800) 729-7665. Past performance may not indicate future results.

Calendar Year Total Returns (%)

Cash Reserve Portfolio



Purchase and Sale of Pool Shares

Minimum Initial Investment No minimum.

Minimum Account Balance No minimum.

Minimum Holding Period 1 day.

You can place orders to buy or sell Shares by wire, ACH transfer, check or via the Internet using Connect.

Placing Orders

To place orders, contact us at:

Online www.camponline.com

Phone (800) 729-7665

Wire transfer orders can be processed the same Business Day if they are received and accepted by the Investment Adviser by 11:00 a.m. Pacific Time and if the Pool’s Custodian receives federal funds by wire prior to the close of business. Wire orders received after 11:00 a.m. Pacific Time are processed on the next Business Day. ACH transfer orders are processed on the next Business Day if requested by 1:00 p.m. Pacific Time. ACH orders received after 1:00 p.m. Pacific Time are processed on the second Business Day after the Business Day on which they are received.

For more complete information on buying and selling Shares, see “Buying Shares” and “Redeeming Shares.” For information on the potential tax consequences of investing in the Pool, see “Tax Information.”

CAMP Term Portfolio

Investment Objective

To provide an investment subject to pre-set redemptions occurring from 60 days to one year from the date of investment, and that will produce the highest earnings consistent with maintaining safety of principal at maturity and meeting the redemption schedule. The CAMP Term Portfolio seeks to assure the return of principal on the planned maturity date, although principal value may fluctuate prior to that date, and therefore may be greater or less than \$1.00 a share. There may be a penalty for early withdrawal, and the NAV prior to a pre-set redemption may be more or less than \$1.00 a share.

The securities will be valued using market values to determine fair value of the Portfolio. The CAMP Term Portfolio does not offer daily liquidity and therefore does not qualify under GASB Statement No. 79 to utilize amortized cost for external GAAP financial reporting. Rather, it utilizes market prices to determine fair value for external GAAP financial reporting in accordance with GASB Statement No. 31. Annual financial statements issued for the Portfolio will include a statement of net position and statement of changes in net position.

The Portfolio may also maintain a rating from a NRSRO and implement corresponding policies and procedures designed to comply with additional rating guidelines to achieve the Portfolio's investment objective.

Principal Investment Strategies

The Term Portfolio invests exclusively in the following types of investments, all of which are authorized investments for Public Agencies pursuant to California Government Code Section 53601:

- U.S. Government and agency obligations
- Repurchase agreements collateralized by U.S. Government and agency obligations
- Bankers' acceptances
- Negotiable certificates of deposit
- Commercial paper
- Corporate notes
- Supranationals
- Asset-Backed Securities
- Money Market Funds

For a more complete description of authorized investments and investment restrictions for the Portfolio, see the "Authorized Investments" section in Section 2 of this document.

Main Risks

As with any similar pooled investment, there are several factors that could hurt the Portfolio's performance, cause you to lose money, or cause the Portfolio's performance to trail that of other investments.

- **Credit risk** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the Portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of even a single holding could cause the Portfolio's share price to fall.
- **Early redemption risk** Early redemption penalties charged to a Shareholder by the Portfolio could reduce or eliminate investment gains and could mean that the amount that Investor receives back is less than the initial investment.
- **Management risk** Performance could be hurt by decisions made by the Investment Adviser, such as choice of investments or investment maturities or timing of buy/sell decisions.

An investment in the Portfolio is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Portfolio seeks to preserve the value of your investment on the planned redemption date at \$1.00 per share, it is possible to lose money by investing in the Portfolio.

Past Performance

The performance of each individual series of the Portfolio and of each Shareholder's individual investment therein may vary. Past performance may not indicate future results.

Management

Investment Adviser PFM Asset Management LLC

Fees and Expenses

These are the fees and expenses you will pay when you buy and hold shares in this Portfolio. The figures shown on the following page do not reflect the effects of any voluntary expense reductions which would lower expenses.

Annual Portfolio Operating Expenses

(Fees and expenses shown may be subject to certain fee waivers)

Management and administrative fees	0.15%
Other operating expenses	0.07%
Maximum total annual operating expenses	0.22%

The Portfolio may charge significant fees/penalties for any redemptions prior to the agreed upon redemption date. As these charges are based on protecting the interests of other Portfolio Shareholders, the actual amount of the fees cannot be stated in advance.

For a more complete description of the fees and expenses for this Portfolio, see the Expenses of the Trust section in Part 2 of this document.

Purchase and Sale of CAMP Term Portfolio Shares

Minimum Investment \$1,000,000.

Minimum Term 60 days. Premature withdrawal may result in a fee/penalty.

Maximum Term 1 year.

Placing Orders

Prior to placing any order, call CAMP’s toll-free number to discuss the amount and term of your investment and to get information on the projected yield. Once your investment has been approved, you can place orders to buy Term shares by redeeming available Pool shares. Any additional funds needed to cover the purchase of shares may be sent to the Shareholder’s Pool account via separate wire, or automated clearing house (ACH) transfer.

All transactions for purchases in a CAMP Term series are dependent upon funds being available in the Shareholder’s Pool account from which the transaction originated.

To arrange or place orders, contact us at:

Phone 800-729-7665

Orders can be processed the same day if funds are available in the Shareholder’s Pool account by 10:00 am Pacific Time. Otherwise, they are processed on the next business day so long as funds are made available in the Shareholder’s Pool account.

For more complete information on buying and redeeming shares, see “Buying Shares—CAMP Term Portfolio” and “Redeeming Shares—CAMP Term Portfolio.” For information on the potential tax consequences of investing in the Portfolio, see “Tax Information.”

Investing

Opening an Account

Eligible Shareholders

The Trust is a JPA and a California common law trust. The Trust will not accept funds for investment from sources other than California Public Agencies.

Account Opening Process

- Complete the appropriate Account Application. To obtain additional forms, call (800) 729-7665 or visit www.camponline.com to download them.
- **If Participant Shares are being purchased** for the initial account, provide a copy of an ordinance or resolution authorizing participation in the Trust, and execute a conformed copy of the Declaration of Trust.
- **If Investor Shares are being purchased**, execute a copy of the Investor Agreement. To obtain a copy of the Investor Agreement, call (800) 729-7665 or visit www.camponline.com. Complete a separate Account Application, signed by an authorized person, for each account.
- Provide a completed IRS W-9 form.

Send the above documents via U.S. mail to:

CAMP Client Services Group
P. O. Box 11760
Harrisburg, PA 17108-1760

Please note: UPS and Federal Express will not deliver packages to a P.O. Box. If using one of these shipping methods, please contact CAMP at (800) 729-7665 for an alternative delivery address.

Or send by fax to:

(888) 535-0120

Buying Shares—CAMP Cash Reserve Portfolio

Once a Shareholder's application has been accepted, an investment in the Pool can be made using one of the methods in the table on the following page. Funds used to purchase investments must be in U.S. dollars and must be drawn on a U.S. Bank or a U.S. branch of a foreign bank. **All investments must meet the terms described in the Portfolio Summary.**

Special Requirements for the Proceeds of Debt Issues. Shareholders are advised to invest proceeds of tax-exempt borrowings by same-day wire transfer as any other method could result in delays in investing funds and, for rebate calculation purposes, may limit the Investment Adviser's ability to track the investment of all the proceeds of a debt issue through a single account from the time of actual settlement on the debt issue.

Unless all proceeds from a particular debt issue are invested through the Trust immediately upon receipt by the

Shareholder, and unless the recommended withdrawal procedures are followed, the Investment Adviser may decline to provide arbitrage compliance assistance or may require additional information from the Shareholder, otherwise, the Investment Adviser may not be able to complete a rebate calculation report or may have to qualify the rebate calculation report. The Trust may accept the proceeds of debt issues which previously have been deposited or invested outside of the Trust, subject to the preparation of a rebate calculation report for the period prior to deposit with the Trust. The Investment Adviser will provide instructions and assistance in arranging for preparation of this report (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> ● Initiate the transaction on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665 before 11:00 a.m. Pacific Time. ● Provide the following information: <ul style="list-style-type: none"> — Shareholder’s account name and account number — Amount being wired — Whether the transfer is by Federal funds wire (preferred) or bank wire — Name of bank sending wire ● Instruct your bank to initiate the wire on the same day to U.S. Bank National Association. Detailed instructions can be obtained on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665. 	<ul style="list-style-type: none"> ● The Pool does not charge fees for receiving wires. However, the sending bank may charge for wiring funds. To reduce potential charges, use ACH transfers as described below. ● Important—A Shareholder must initiate an Internet transaction or notify the Investment Adviser by telephone of a deposit before 11:00 a.m., Pacific Time, and a Federal Reserve wire or bank wire convertible to Federal Funds on a same-day basis must be received that day by the Custodian if the investment is to begin earning income that day.
ACH transfer (settles next Business Day)	<ul style="list-style-type: none"> ● Before making your first transfer, call the Investment Adviser at (800) 729-7665 and register for ACH transfers. ● A Shareholder may initiate an Internet transaction at www.camponline.com or call the Investment Adviser at (800) 729-7665 prior to 1:00 p.m., Pacific Time, and give instructions for the movement of funds from its financial institution to its Pool account. 	<ul style="list-style-type: none"> ● Funds will transfer overnight and begin earning income the next Business Day. ● Funds may be transferred to the Trust by ACH according to the written banking instructions provided by an authorized person. ● A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
Check (settles two or more Business Days after the order arrives)	<ul style="list-style-type: none"> ● Instructions for depositing checks by mail are available by contacting the Investment Adviser at (800) 729-7665. ● Checks will be deposited when received by the Custodian, and proceeds will be invested when they are converted to Federal Funds. This procedure may take two or more Business Days. 	<ul style="list-style-type: none"> ● It is not advisable to use checks for investment of proceeds of tax-exempt borrowings.
Online	<ul style="list-style-type: none"> ● Before making your first online transaction, submit a Contact Record Form, which may be obtained either by calling the Investment Adviser at (800) 729-7665 or by visiting www.camponline.com. ● Use Connect to place wire or ACH orders with the Investment Adviser. ● Instruct your bank to initiate the wire on the same day to U.S. Bank National Association. Detailed instructions can be obtained on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665. 	

Redeeming Shares—CAMP Cash Reserve Portfolio

A Shareholder may withdraw all or any portion of the funds in its Pool account at any time by redeeming Shares. Shares will be redeemed at the NAV per share next determined after receipt of a request for withdrawal in

proper form. The NAV determination is made at the conclusion of each Business Day. Funds may be withdrawn in any of the ways shown below.

Method	Instructions	Additional information
Wire (same-day settlement)	<ul style="list-style-type: none"> Initiate the transaction on the Internet at www.camponline.com or call the Investment Adviser at (800) 729-7665 on any Business Day to request a withdrawal and the transfer of proceeds. Funds will be transferred to the Trust according to the written banking instructions provided by an authorized person. If your request is received before 11:00 a.m. Pacific Time, funds will be wired on that same day. Requests received after 11:00 a.m. Pacific Time will be processed on the following Business Day. 	<ul style="list-style-type: none"> Funds may be transferred to the Trust by wire according to the written banking instructions provided by an authorized person. A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
ACH transfer (settles next Business Day)	<ul style="list-style-type: none"> Before making your first transfer, call the Investment Adviser at (800) 729-7665 and register for ACH transfers. Initiate the transaction on the Internet at www.camponline.com or by calling the Investment Adviser at (800) 729-7665 before 1:00 p.m. Pacific Time. 	<ul style="list-style-type: none"> Funds will transfer overnight and be available the next Business Day. Funds will remain invested in the Shareholder's Pool account until the day they are transferred. Funds may be transferred from the Trust by ACH according to the written banking instructions provided by an authorized person. A Shareholder must notify the Trust in writing of any changes to the specified banking instructions.
Check	<ul style="list-style-type: none"> Upon request, the Investment Adviser will provide a Shareholder with a supply of checks imprinted with the Shareholder's name and account number for each Pool account. Checks may be made payable to anyone and deposited by the payee as with any other check. When these checks are presented to the Custodian for payment, the Trust will redeem the appropriate number of full or fractional Shares from the Shareholder's Pool account to cover the amount of the check. 	<ul style="list-style-type: none"> There is currently no charge for checkwriting. Funds will continue to earn income until the check clears. If you use checks, you will receive images of checks paid with monthly statements. Do not use a check to withdraw all available funds or to close your account. Please contact the Investment Adviser for instructions on how to fully redeem your shares. You may be charged a fee for writing a check that is returned for insufficient funds.

Buying Shares—CAMP Term Portfolio

Once your application to open a CAMP Term Portfolio account has been accepted, you may invest in the CAMP Term Portfolio by authorizing the Investment Adviser to invest funds in a CAMP Term Portfolio account.

Prior to placing any order, call us to discuss the amount and term of your investment and to get information on the

projected yield. Each investment will be given its own projected yield. Yields may vary according to the term of the investment and the interest rates available at the time of investment.

The Investment Adviser may refuse any investment or limit the size of an investment.

Redeeming Shares—CAMP Term Portfolio

Funds may be withdrawn only as described in the table below. Be sure that one or more bank accounts have been pre-authorized to receive redemptions proceeds. If there is

more than one pre-authorized bank account, call 800 729-7665 in advance to let the Trust know which account is to receive redemption proceeds.

Type of Redemption	Instructions	Additional information
Maturity	<ul style="list-style-type: none"> No action required. Proceeds will be automatically transferred to the Pool account from which funds for the original purchase were withdrawn. 	<ul style="list-style-type: none"> Redemption value per share will equal the purchase price plus dividends (at the projected yield) minus any losses incurred by the series (not counting those resulting from premature redemptions).
Premature Redemption <i>Redemption prior to maturity date</i>	<ul style="list-style-type: none"> Send a letter to the Investment Adviser requesting redemption prior to the maturity date. Alternatively, you can notify the Investment Adviser by calling (800) 729-7665 and following up with written confirmation of your instructions. 7 days after we receive your request, redemption proceeds will be transferred to your Pool account from which funds for the original purchase were withdrawn. 	<ul style="list-style-type: none"> Premature redemption amounts must be for the entire investment or, for partial redemptions, must be in increments of \$100,000. Redemption value per share will equal the purchase price plus dividends earned to date minus any losses incurred by the Term series and any premature redemption penalty.
Planned Early Redemption <i>Redemption prior to maturity date</i>	<ul style="list-style-type: none"> At the time an order for shares is placed, Shareholders may submit a request for redemption on a Planned Early Redemption Date prior to the termination date for the Term series without the imposition of a penalty. No action necessarily required. Proceeds will be automatically transferred to the Pool account from which funds for the original purchase were withdrawn. 	<ul style="list-style-type: none"> The redemption value per share for shares being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such shares plus dividends thereon, less such shares' allocation of any losses incurred by the Term series (other than losses resulting from Premature Redemption of shares of the series).

Special Withdrawal Procedures for Proceeds of Tax-Exempt Obligations

It is recommended that checks payable to the Shareholder and wire transfers to the Shareholder's account be used only to reimburse the Shareholder for project costs already incurred and that appropriate documentation of such reimbursement be retained by the Shareholder to maintain a clear audit trail of the expenditure of funds for rebate calculation purposes. Failure to follow this procedure could result in additional rebate calculation costs and/or issuance of a qualified rebate calculation report or a rebate exceptions compliance report.

If, at the time the debt instruments are issued, a Shareholder expects to make rebate payments and designates this on Schedule A - Bond Issue Information of the Account Application, the Investment Adviser will track withdrawals and will notify the Shareholder when cumulative withdrawals from an account total the amount of the original proceeds of a debt issue deposited in that account. Within five days of such notice, the Investment Adviser will provide an estimate of the Shareholder's rebate obligation, if any, with respect to the account. To the extent the Shareholder has rebate liability, it is recommended that the Shareholder open a separate account and fund it in an amount at least equal to the estimated rebate liability or reserve an amount equal to the estimated rebate liability in its project funds.

Upon receiving the above-described notification, the Shareholder should promptly request preparation of a rebate calculation report by calling the Investment Adviser at (800) 729-7665 (see Part 3 - Rebate Calculation Services for the Proceeds of Debt Issues).

Upon completion of the rebate calculation report, the Investment Adviser will provide the Shareholder with copies of the rebate calculation report. The Investment Adviser recommends that the Shareholder open a separate account to deposit the rebate amount identified in the rebate calculation report. It is further recommended that the Shareholder withdraw the balance in the separate account and make the required rebate payment within sixty (60) days of the installment computation date (as defined in the applicable U.S. Treasury regulations).

A Shareholder could be liable for rebate payments in addition to the amount identified in the rebate calculation report if, among other things, the date of the rebate calculation report does not correspond with an installment computation date, if payment of the amount is not made within sixty (60) days of the installment computation date, or if some future action by the Shareholder changes the yield of the related tax-exempt obligations.

It is advisable that a Shareholder not withdraw all of its funds prior to completion of rebate estimates and a rebate calculation report in order to track all earnings accurately

and to fulfill its rebate obligation. Failure by the Shareholder to follow these guidelines may result in the Shareholder having to fulfill its rebate obligation from other sources of funds and may make it impossible for the Investment Adviser to prepare an unqualified rebate calculation report.

If a Shareholder withdraws funds from the Program prior to the end of a rebate calculation period and reinvests them elsewhere, the Investment Adviser will be unable to issue an unqualified rebate calculation report.

Emergencies: Right to Suspend Withdrawals

The Declaration of Trust permits the Trustees to suspend the right of withdrawal from the Trust or to postpone the date of payment of redemption proceeds if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on the New York Stock Exchange is restricted, or if, in the opinion of the Trustees, an emergency exists such that disposal of the Trust's securities or determination of its net asset value is not reasonably practicable.

If the right of withdrawal is suspended, a Shareholder may either withdraw its request for that withdrawal or receive payment based on the net asset value of the Trust next determined after termination of the suspension of the right of withdrawal.

Other Redemption Policies

The Trust may redeem Shares owned by a Shareholder to reimburse the Trust for any failure by that Shareholder to make full payment for Shares purchased by the Shareholder.

Redemption payments may be made in whole or in part in securities or other property of the Trust. Shareholders receiving any such securities or other property on redemption will bear any costs of sale.

Additional Account Features

The Trust offers certain additional account features at no extra charge, including:

- **Statements** Confirmations of each investment in and withdrawal from a Trust account will be made available online at www.camponline.com within two days of the transaction. A statement of each account will be mailed (or obtained online at www.camponline.com) each month to each Shareholder. This statement will show the dividend paid and the account balance as of the statement date. The statement will also show total income earned during the year. Any checks the Shareholder has written against a Trust account which have been paid

by the Trust and canceled during the month will be returned to the writer by U.S. Bank National Association.

- **Information Services** Toll-free telephone service ((800) 729-7665) is available to provide Shareholders with information including current yield, up-to-date account information and transaction history, and to receive instructions for the investment or withdrawal of funds.
- **Technical Assistance** Technical and operational assistance ((800) 729-7665) is available to Shareholders and Public Agency officials who are considering the Trust for investment purposes.
- **Estimated Earnings on the Proceeds of Debt Issue and Projected Draws** Upon request, the Investment Adviser will provide estimates of future earnings on the proceeds of a debt issue for Shareholders. This estimate will be based on the projected drawdown schedule provided by the Shareholder. The Investment Adviser may request estimates of project drawdown schedules from Shareholders from time to time to facilitate efficient investment of funds.
- **Website** Account information and information regarding the Trust can be found at www.camponline.com. A password and user identification is required to initiate a transaction or access account information. The system can be accessed through the Trust's website by selecting "Access Your Account." Instructions on how to obtain a password and user identification can be received by contacting investor services at (800) 729-7665.
- **Information on Portfolio Holdings** The Trust discloses a summary of each Portfolio's holdings online monthly and a full description of holdings in the annual audited financial reports.

For our policy on the disclosure of Portfolio holdings, see Part 2.

Rights the Trust reserves

The Trust reserves the right to do any of the following:

- Add, change, or remove account minimums at any time without advance notice.
- Reject any investment or limit the size of any Shareholder's account.
- Limit the frequency of purchases for any reason.
- Establish a minimum check amount, or terminate, suspend, or alter check writing privileges.

Policies Specific to the CAMP Term Portfolio

Dividends and Distributions

A projected dividend rate is determined when shares are purchased, and the dividend is declared and paid on the maturity or on the planned redemption date.

Dividends on shares in the series constituting the CAMP Term Portfolio shall be paid on the termination date of the series, except for dividends on shares redeemed pursuant to a planned early redemption or a premature redemption before the termination date, which will be paid when such dividends on shares in the series are redeemed.

The yield for any CAMP Term Portfolio investment is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and termination date, and then multiplying the result by 365/366.

For more detail about Dividends and Distributions, see Part 2.

Premature Redemption Penalty

Shareholders may be charged a premature redemption penalty equal to (i) all penalty charges, losses, banking fees and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the planned early redemption dates, as the case may be, less any losses affecting projected yield attributable to such shares.

Allocation of Losses

Any losses incurred by a CAMP Term Portfolio series (other than losses resulting from Premature Redemptions of shares of the series or in the normal course of portfolio management) will be allocated among all shares of the series outstanding at the time such loss is incurred. Such a loss may result from a default on an investment or from a sale of an investment. If such a loss occurs, the redemption value per share could be lower than that on which the projected yield was quoted at the time of issuance of the share.

Calculating Share Price

Any losses incurred by a CAMP Term Portfolio series (other than the redemption value per share for any series of the Portfolio) will be determined on any day when redemption is made and on termination of the series. It is the intent of the Trust to manage each series in the Portfolio

in a manner that produces a share price of at least \$1.00 on the termination date.

The Investment Adviser, on behalf of CAMP, determines the net asset value of the shares of the Portfolio at the close of each Business Day for the purpose of computing expenses and fees. The net asset value per share for each series of the Portfolio is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding shares of the series as of the day the calculation is made.

Tax Information

We suggest that you check with your tax advisor before investing in the Trust or an Individual Portfolio. Relevant considerations include:

- Section 115(1) of the Internal Revenue Code, which provides that the gross income of a state or political subdivision does not include income derived from the exercise of any essential government function.
- Section 148 of the Internal Revenue Code (and related regulations) covering rebate requirements, which may apply to anyone investing tax-exempt or tax-credit bond proceeds.
- Section 148 of the Internal Revenue Code (and related regulations) covering arbitrage limitations or rebate requirements under which states and municipalities may be required to pay the U.S. Treasury a portion of earnings they derive from the investment of certain funds.

Use of Amortized Cost

The Board of Trustees has determined, in consultation with the Investment Adviser, that it will manage the Trust's Cash Reserve Portfolio in accordance with GASB 79 requirements, as applicable, for continued use of amortized cost.

Financial Highlights

The Trust's financial statements are audited by Ernst & Young LLP and are included in the CAMP Annual Report for the Trust's most recent fiscal year end. The Annual Report is available upon request or on the Trust's website (www.camponline.com).

Part 2 – Information Statement

General Information

The Trust

History

The California Asset Management Trust was established in 1989 as a California JPA and as a California common law trust to meet local government investments needs. The Trust is responsible for the management of the Cash Reserve and Term Portfolios. The Trust's activities are directed by the Board. Because the Trust is accountable only to its Public Agency Shareholders, it has adapted over time to meet their changing needs. Initially, the Trust was formed to assist California public agencies with investing proceeds of tax-exempt debt issues and complying with the arbitrage regulations. Responding to needs of its Shareholders, the Trust was later expanded to include investment of operating funds and capital reserves.

In 2005, in response to changes in the law and the needs of California Public Agencies for a more flexible investment option, the Trust was amended to create two new Shares Series: Investor Shares and Participant Shares. Participant Shares are available to California Public Agencies that have joined the JPA as members. Shares of the Investor Shares are available to California Public Agencies that have not joined the JPA as a member. Shares of both Series are invested in the same portfolios. As such, the Participant and Investor Shares will realize the same investment results. **Please review Parts 1 and 2 of the Program Guide carefully for a more detailed description of the respective rights, privileges, preferences, and restrictions of investment in any Portfolios of the Trust.**

Additionally, in 2005, in response to a change in the law, the Trust was amended to expand the definition of Public Agency to include certain California nonprofit corporations, membership of which is limited to California Public Agencies or public officials, and again in 2021 to include federally recognized Indian tribes. These changes allow California nonprofit corporations and federally recognized Indian Tribes that meet the expanded definition of Public Agency to either join or invest in the JPA.

Organization and Purpose

The Trust is a JPA and Public Agency created by the Declaration of Trust and established under the provisions of the Act for the purpose of exercising the common power of its Participants to invest funds. The Trust cannot accept funds for investment from other sources.

The Trust provides Shareholders a Cash Reserve and a Term portfolio for comprehensive investment management and accounting services. For proceeds of tax-exempt debt issues, the Trust also offers Arbitrage Rebate calculations. Public Agencies invest in the Pool by contributing assets to the Trust, which are used to purchase Shares in the Pool.

Shares of the Pool and Term are currently divided into two Shares Series: "Participant Shares" and "Investor Shares." Public Agencies may invest in the Pool and Term by formally joining the Trust or by not joining the Trust and only purchasing shares of the Investor Shares Series which have no voting rights. Participants must become parties to the Declaration of Trust, dated as of December 15, 1989, as amended and restated as of October 25, 2022.

Public Agencies that own Participant Shares have voting rights on matters affecting the operation of the Trust. Public Agencies may also invest in the Pool and Term without joining the Trust. Public Agencies that own Investor Shares have rights similar to the Participant Shares except that voting rights are reserved for owners of the Participant Shares.

The Trust seeks to provide Shareholders with the following features through the Portfolios:

Preservation of Principal Investments in the Portfolios are made only in high-quality investments in which Public Agencies are permitted by California statute to invest their funds and in accordance with other investment policies of the Trust designed to preserve capital. While the Pool seeks to maintain a stable NAV of \$1.00 per Share and Term seeks to maintain \$1.00 upon planned maturity date, it is possible to lose money investing in either the Pool or Term. An investment in the Portfolios is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Liquidity Investments in the Pool may be made at any time, and Shareholders may withdraw funds from the Pool on any Business Day. Term Portfolio investments are structured to provide liquidity on the predetermined maturity date.

Income The Pool seeks to earn a high rate of income consistent with preserving principal and maintaining liquidity. Term seeks to produce the highest earnings consistent with maintaining safety of principal at maturity and meeting the redemption schedule of Shareholders.

Arbitrage Rebate Compliance For the proceeds of tax-exempt debt issues, the Trust is designed to assist Shareholders in complying with certain arbitrage rebate requirements of the Internal Revenue Code. Investments are purchased and investment documentation is maintained in accordance with requirements of the Internal Revenue Code, and rebate calculation reports are prepared by the Investment Adviser upon request in a manner and at such times as to enable Shareholders to comply with these requirements. The Trust is also designed to assist Shareholders in determining whether they have satisfied the expenditure test for any available exceptions to the arbitrage rebate requirements and to provide calculations of penalties due in lieu of rebate payments.

Convenience The Trust offers the option of investing by electronic funds transfer or check. Shareholders that invest the proceeds of debt issues in the Pool do not have to schedule investment maturities to meet project draw schedules. Shareholders can use the Internet to check account balances and activity and to initiate transactions.

Professional Management Investments in the Portfolios are managed by investment professionals who are experienced in managing local government investment pools like the Trust and who follow both general economic and current market conditions affecting interest rates.

Diversification The Shares of the Pool and Term represent beneficial interests in diversified portfolios of certain high-quality instruments authorized for investment by Public Agencies by the California Government Code Section 53601 (a) through (q).

Accounting, Safekeeping and Separate Accounts The Trust does all of the bookkeeping and safekeeping associated with the ownership of securities accounts for each Shareholder's funds to facilitate Shareholder's compliance with governmental accounting and auditing requirements.

A Public Agency can also enter into a separate agreement with the Investment Adviser to manage a separate portfolio that is not part of the Trust. These Individual Portfolios allow a Public Agency to invest its funds in a segregated account (not within the Trust) for a term that is longer than the average maturity of the Pool or Term.

The Trust also provides record keeping and custodial and arbitrage rebate calculation services for the proceeds of debt issues.

For further information or assistance, call toll free (800) 729-7665.

The Declaration of Trust

The Trust is a JPA and a separate Public Agency established as a common law trust under the laws of the State of California by execution of a Declaration of Trust by two California Public Agencies as the initial Participants in the Trust. Additional Public Agencies have become Participants in the Trust by enacting an ordinance or passing a resolution to adopt the Declaration of Trust and by signing a conformed copy of the Declaration of Trust. As of the date of these materials, January 12, 2023, 120 Public Agencies were Participants in the Trust. Additional Public Agencies may become Participants by following the same procedure as outlined above in this paragraph.

Copies of the Declaration of Trust and the By-Laws of the Trust may be obtained from the Investment Adviser or online at www.camponline.com and should be read carefully before joining the Trust. All descriptions contained in this Information Statement are subject to and limited by provisions set forth in the Declaration of Trust and the By-Laws.

The Declaration of Trust permits the Trustees to issue an unlimited number of Shares. The Trustees, in their discretion, may authorize the division of Shares into one or more Shares Series. The Trust consists of one class known as the Cash Reserve Portfolio and one class known as Term. Each Portfolio consists of two Shares Series known as Participant Shares and Investor Shares. Participant Shares are issued to Public Agencies that have joined the Trust, and, as Participants in the Trust, they have certain voting rights provided by the Declaration of Trust. Investor Shares are issued to Public Agencies that invest in the Trust but have not become a party to the Declaration of Trust. Investor Shares are similar to Participant Shares but lack voting rights. Both the Participant Shares and the Investor Shares represent an equal proportionate interest in the respective Portfolio.

The Shares of each Shares Series are only payable from that portion of the Trust's assets held by the Trust. Each Share represents an equal proportionate interest in the Trust with each other outstanding Share. Upon redeeming Shares, a

Shareholder receives the current net asset value per Share. If liquidation should occur, Shareholders will be entitled to receive their proportionate share of the assets of the applicable Portfolio less any liabilities of the that Portfolio including, but not limited to, all expenses, costs, charges, and reserves attributable to that Portfolio, as well as their proportionate share of any general assets and liabilities of the Trust. The Shares of each Shares Series are fully paid and non-assessable, except as set forth in Part 2 under “Participant and Trustee Liability,” and have no preemptive or conversion rights.

Shareholders can sell shares or purchase additional Shares in accordance with the procedures outlined in Part 1 of this Program Guide. The Trust also permits transfers of Shares directly between eligible California Public Agencies; however, the Trust reserves the right to require Shareholders to provide proof of authorization, evidence of the genuineness of such authorization, and such other matters as may reasonably be required in order to effect such purchases and sales. Upon such delivery, the transaction will be recorded on the register of the Trust. Until such record is made, the Shareholder of record will be deemed to be the holder of such Shares for all purposes, and neither the Trustees nor any transfer agent officer, employee, or agent of the Trust will be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a Public Agency, or to the Trust itself.

For all matters requiring action by the Shareholders, such action will be taken by a vote of the Participant Shares Series Shareholders, who will be entitled to that number of votes equal to the number of full and fractional Participant Shares held by each Participant Shares Series Shareholder.

The Trust may be terminated by the vote of a majority of its Trustees with the approval of the holders of two-thirds of the Shares of the Participant Shares Series. Upon the termination of the Trust, and after paying or adequately providing for the payment of all liabilities and upon receipt of such releases, indemnities, and refunding agreements as they may deem necessary for their protection, the Trustees may distribute the remaining Trust assets, in cash or in kind or partly in cash and partly in kind, among the Shareholders according to their respective beneficial interests.

The Declaration of Trust may be amended by the vote of the Trustees, with the approval of the holders of a majority of the Shares of the Participant Shares Series. The Trustees may also amend the Declaration of Trust without the approval of Participants for the following reasons: to change the name of the Trust or any Series; to establish additional Series or classes of Shares; to supply omissions or correct or supplement ambiguous, defective, or inconsistent provisions; or, if they deem it necessary, to conform the Declaration of Trust to the requirements of applicable laws and regulations or to eliminate or reduce any taxes which may be payable by the Trust or the Participants, but the Trustees will not be liable for failing to do so. No amendment may be made which would change any rights of any Shares by reducing the amount payable thereon upon liquidation of the Trust or by diminishing or eliminating any approval rights pertaining thereto except with the vote of a majority of the Trustees and the approval of the holders of two-thirds of the Shares of the Participant Shares Series.

The Trustees

The Trust is currently governed by a Board of seven Trustees, all of whom are officials or employees of Public Agencies that are Participants in the Trust. The Trustees are appointed pursuant to, and are provided authority under, the Declaration of Trust. The Trustees are responsible for setting overall policies and procedures for the Trust and for hiring and supervising the activities of the Investment Adviser, the Custodian, and other agents of the Trust and monitoring the investment performance of the Portfolios and the method of valuing Shares. The names and business addresses of the current Trustees and Officers of the Trust and their principal occupations and other affiliations during the past five years are as follows:

Karen D. Adams, CPA—Ms. Adams has served as a Trustee since February 2010 and is the Treasurer of the Trust. Since October 2002, Ms. Adams has served as the Treasurer-Tax Collector, Merced County, 2222 M Street, Merced, California 95340. Ms. Adams was Assistant Treasurer-Tax Collector, Merced County, October 1996 – October 2002.

Past President, California Association of County Treasurers and Tax Collectors (CACTTC); Member of the Government Finance Officers Association (GFOA), Government Investment Officers Association (GIOA), California Municipal Treasurers Association (CMTA), California Revenue Officers Association (CROA); Finance Committee Member, Merced County Community Foundation; Past President of Kiwanis Club of Greater Merced; and Past Treasurer of Business & Professional Women (BPW).

Steve Dial—Mr. Dial has served as a Trustee since August 2002 and is the President of the Trust. Since February 2006, Mr. Dial has served as the Deputy Executive Director and Chief Financial Officer, San Joaquin Council of Governments (SJCOG), 555 East Weber Avenue, Stockton, California 95202, and SJCOG's subsidiaries: SJCOG, Inc., Commute Connection, Inc., and the San Joaquin County Transportation Authority. In 2009, Mr. Dial was designated Treasurer and Controller for SJCOG. From 1985 to February 2006, he was Director of Administration and Chief Financial Officer for SJCOG.

Former Chair, Financial Affairs Committee, National Association of Regional Councils; Board Member of the Child Abuse Prevention Council of San Joaquin County; Past Treasurer of the Leadership Stockton Alumni Association; Past President of the Board of Directors for United Cerebral Palsy of San Joaquin County; Past Vice President of the United Way of San Joaquin County; and Member of the Government Finance Officers Association (GFOA) and California Society of Municipal Finance Officers (CSMFO).

André Douzjian—Mr. Douzjian has served as a Trustee since May 2014. Since October 2019, Mr. Douzjian has served as the Chief Financial Officer, San Diego Association of Governments (SANDAG), 401 B Street, Suite 800, San Diego, California 92101. Mr. Douzjian served as the Director of Finance for SANDAG from June 2012 – October 2019. Prior to June 2012, he worked in the private sector, and from 1991 – 2000 was the Financial Services Manager for SANDAG.

Member of the Government Finance Officers Association (GFOA), American Institute of Certified Public Accountants (AICPA); CFO, Roundtable of San Diego; and Former Treasurer of the Entrepreneurs Organization, San Diego Chapter.

Jordan Kaufman—Mr. Kaufman has served as a Trustee since January 2022. Since January 2015, Mr. Kaufman has served as the elected Treasurer-Tax Collector, Kern County, 1115 Truxum Avenue, Bakersfield, California 93301. Mr. Kaufman was the Assistant Treasurer-Tax Collector 2006 – 2015 and the Deputy County Administrative Officer 1995 – 2006.

President, California Association of County Treasurers and Tax Collectors (CACTTC); Treasurer and past President, Kern County Management Council; Treasurer and past President United Way of Kern County; Treasurer Boy Scouts of America Southern Sierra Council; Commissioner, California Statewide Communities Development Authority (CSCDA); Statutory Trustee, past elected Trustee, past Chairman, Kern County Employees Retirement Association (KCERA); Member, Rotary Club of Bakersfield, Downtown; and Adjunct Professor, California State University Bakersfield.

David Persselin—Mr. Persselin has served as a Trustee since January 2022. Since January 2014, Mr. Persselin has served as the Finance Director/Treasurer, City of Fremont, 3300 Capitol Avenue, Fremont, California 94537. January 2012 – May 2016, Mr. Persselin was an Adjunct Faculty/Lecturer at San Jose State University. He was the Assistant Finance Director, City of Pleasanton, 2011 – 2013, and from 2001 – 2011 worked for the City of San Jose.

Member of the Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), and International City/County Management Association (ICMA).

Lauren Warrem—Ms. Warrem has served as a Trustee since January 2022. Prior to January 2022, Ms. Warrem served as a Trustee from 2017 – 2019. Since March 2019, Ms. Warrem has served as the Chief Deputy Treasurer, San Diego County, 1600 Pacific Highway, Room 152, San Diego, California 92101. Ms. Warrem worked as the Finance Director/City Treasurer, City of Vista, from April 2015 – February 2019. Prior to April 2015, Ms. Warrem worked in the private sector, and from 2001 – 2012 she worked at the San Diego Association of Governments (SANDAG), Finance Manager 2001 – 2009 and Director of Finance 2009 – 2012.

Member of the Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), and California Municipal Treasurers Association (CMTA).

Duane Wolterstorff, CPA—Mr. Wolterstorff has served as a Trustee since May 2014. Since November 2000, Mr. Wolterstorff has served as the Senior Director, Planning and Facilities, Modesto City Schools, 426 Locust Street, Modesto, California, 95351.

Secretary and Administrative Executive of Salida Area Public Facilities Financing Agency (SAPFFA) and Schools Infrastructure Financing Agency (SIFA); Treasurer of the Youth Committee and member of the Finance Committee, Pacific Association, USA Track and Field; Member of California Society of Certified Public Accountants (CalCPA) and American Institute of Certified Public Accountants (AICPA).

The Trustees are appointed by the Board of Trustees and each must be a member of the governing body, officer, or full-time employee of a Public Agency that is a Participant in the Trust, and the appointment must be approved annually by the Participants. Except in the case of resignation or removal, each Trustee holds office until such person's successor is appointed. In order to assure representation on the Board of the several classes of Public Agencies participating in the Trust, at least one of the Trustees must be either a member of the governing body, an officer, or a full-time employee of each of the following: a California county, a city, and a public district (including a JPA), as long as there is at least one Public Agency from that class that is a Participant of the Trust. The Officers of the Trust serve at the discretion of the Board. No Trustee or Officer has an immediate family member serving as a Trustee or Officer of the Trust.

The present Trustees and Officers, or other persons on CAMP official business upon approval of the Trustees, serve without compensation but all are reimbursed by the Trust for reasonable travel and other out-of-pocket expenses incurred in connection with their duties as Trustees and Officers.

Participant and Trustee Liability

Under California law, members of a common law trust may be held personally liable for the obligations of the trust if they are deemed to control the management of the trust. Because the Board has ultimate control over all matters relating to the Trust, the Trust does not believe that Participants would be deemed to have such control. The Declaration of Trust contains an express disclaimer of Participant liability for acts or obligations of the Trust. The Declaration of Trust also provides that the Trust will indemnify each Participant against all claims and liabilities out of the assets of the Series of the Trust in respect of which such claim or liability arose.

The Declaration of Trust provides that no Trustee, officer, employee, or agent of the Trust will be liable for any action or failure to act that does not involve bad faith, willful misfeasance, gross negligence, or reckless disregard of duty. Each Trustee, officer, employee, and agent of the Trust will be indemnified by the Trust against claims and liabilities as provided in the By-Laws and to the fullest extent provided by California law. The Trustees may also purchase, and pay out of Trust assets, insurance policies insuring the Trustees, Officers, Agents, Participants, employees, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity.

The Act provides that all immunities from liability which apply to the activity of officers, agents or employees of Participants when performing their functions within the territorial limits of their respective Public Agencies will apply to them to the same extent while engaged in the performance of any of their functions associated with the Trust.

Under the Declaration of Trust, the Trustees may obtain insurance or establish self-insurance funds to cover certain liabilities. This may be done on a joint basis with other similar entities, and the Trust may contribute more than its pro rata share of such insurance premiums or self-insurance funds.

Services Providers

Investment Adviser and Administrator PFMAM, an investment advisory firm with offices at One California Street, Suite 1000, San Francisco, California 94111 and 213 Market Street, Harrisburg, Pennsylvania 17101, is the Trust's investment adviser and administrator. The daily management of the investment affairs and research relating to the Portfolios is conducted by or under the supervision of the Investment Adviser. PFMAM is an investment adviser registered with the U.S. Securities and Exchange Commission, under the Investment Advisers Act of 1940, as amended, and a subsidiary of USBAM. USBAM is a subsidiary of U.S. Bank. U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. Shares of the Portfolios are distributed by the Investment Adviser's affiliate, PFM Fund Distributors, Inc., a member of FINRA and subject to the rules of the MSRB. The Investment Adviser is also the investment manager and/or program administrator for 17 other local government investment pool programs, which provide services similar to those provided by the Trust.

Advisory Services. The Investment Adviser manages the investment of the assets of the Trust's Portfolios, including the placement of orders for the purchase and sale of investments, pursuant to an Advisory Agreement. The Investment Adviser obtains and evaluates such information and advice relating to the economy and the securities markets as it considers necessary or useful to manage continuously the assets of the Trust in a manner consistent with the Trust's investment objectives and policies. The Investment Adviser also administers and maintains the Trust's website which provides access to Connect. The Investment Adviser also serves as the rebate calculation agent for the Program, which requires, among other duties, collecting relevant information from, and sending notices to, Shareholders, and making calculations and

preparing rebate reports. Rebate calculation services are subject to a separate agreement, and separate fee schedule, between each Shareholder and the Investment Adviser. The Advisory Agreement will remain in effect until the specified termination date, unless terminated sooner, and may not be assigned by the Investment Adviser without the consent of the Trustees. The Advisory Agreement may be terminated by either party, at any time and without penalty, upon at least one hundred eighty (180) days prior written notice to the other party.

Investment Transactions. The Investment Adviser is responsible for decisions to buy and sell securities for the Trust and arranges for the execution of security transactions on behalf of the Trust. Purchases of securities are made from broker/dealers, underwriters, and issuers. Sales prior to maturity are made to dealers and other persons. Money market securities bought from dealers are generally traded on a “net” basis, with dealers acting as principal for their own accounts without a stated commission, although the price of the instrument usually includes a profit to the dealer. Thus, the Trust does not normally incur any brokerage commission expense on such transactions. Securities purchased in underwritten offerings include a fixed amount of compensation to the underwriter, generally referred to as the underwriter’s commission or discount. When securities are purchased or sold directly from or to an issuer, no commissions or discounts are paid.

The policy of the Trust regarding purchases and sales of securities is that primary consideration will be given to obtaining the most favorable price and efficient execution of transactions. In seeking to implement this policy, the Investment Adviser will effect transactions with those dealers whom the Investment Adviser believes provide the most favorable price and efficient execution. If the Investment Adviser believes such price and execution can be obtained from more than one dealer, it may give consideration to placing portfolio transactions with those dealers who also furnish research and other services to the Trust. Such services may include, but are not limited to, any one or more of the following: information as to the availability of securities for purchase or sale; statistical or factual information or opinions pertaining to investments; wire services; and appraisals or evaluations of portfolio securities. The services received by the Investment Adviser from dealers may be of benefit in the management of accounts of some or all of its other clients and may not in all cases benefit the Trust directly. While such services are useful and important in supplementing its own research and facilities, the Investment Adviser believes the value of such services is not determinable and does not significantly reduce its expenses. The Trust does not reduce the management fee paid to the Investment Adviser by any amount that may be attributable to the value of such services.

Administrative Services. The Investment Adviser also provides the following administrative services to the Trust in accordance with the Advisory Agreement:

- *Customer Service.* Operation of an Internet website and a toll-free telephone facility to be used exclusively by Shareholders or by Public Agencies interested in investing in the Trust.
- *Administration and Marketing.* Maintenance of the books and records of the Portfolios, including Shareholder account records; supervision, under the general direction of the Trustees, of all administrative aspects of operations; periodic updating and preparation of the Information Statement; preparation of tax returns, financial statements, and reports for all Portfolios; supervision and coordination of the activities of the Custodian; determination of dividends and net asset value of each Portfolio in accordance with the policies of the Trust; provision of office space, equipment, and personnel to administer the Trust; distribution to Public Agencies of the Program Guide; preparation and distribution of other explanatory and promotional materials; and provision of technical assistance and guidance to Public Agencies considering use of the Trust as an investment vehicle.
- *Shareholder Account Reports.* Preparation and provision to Shareholders of confirmation of each Shareholder investment and redemption transaction and of monthly statements summarizing transactions, earnings, and assets of each Shareholder account.
- *Rebate Calculation Services.* Preparation and provision to Shareholders, upon request, of interim rebate calculation estimates and of rebate calculation reports and rebate exceptions compliance reports to Shareholders in the Trust. If applicable, provision of notice to Shareholders prior to any expenditure test date related to any exception from rebate requirements and preparation of an exception compliance report.

Custodian U.S. Bank National Association, Minneapolis, Minnesota, is the custodian for the Trust. The Custodian holds cash and securities of the Portfolios and also acts as the check clearing and disbursing agent for the Pool and Term. In addition to internal governance, numerous federal agencies, including the Office of the Comptroller of the Currency (OCC), the Federal Reserve System and the Consumer Financial Protection Bureau (CFPB), supervise and inspect U.S. Bank and its parent company, U.S. Bancorp, to ensure sound banking practices and to protect clients. Appropriate information barriers relating to activities and data exist to facilitate fully independent and segregated oversight of client assets as custodian. The Custodian does not participate in determining the investment policies of the Trust or in investment decisions. The

Investment Adviser may not invest funds of the Portfolios with, nor buy or sell any securities through, any affiliated service provider. Securities purchased under certain repurchase agreements may be held by other custodians agreed to by the Trust and the other parties to the repurchase agreements.

Trust Counsel Nossaman LLP, with an office at 50 California Street, 34th Floor, San Francisco, California 94111, is legal counsel to the Trust for certain matters.

Auditor The financial statements of the Trust are audited annually by Ernst & Young LLP with an office at 560 Mission Street, Suite 1600, San Francisco, California 94105. The fiscal year for the Trust ends December 31.

Expenses of the Trust

The Trust has entered into arrangements for the Pool and Term for investment management, custodial, legal, accounting, audit, and rebate calculation services. The Trust also pays for organizational expenses, insurance premiums, Trustees' expenses, and other expenses not expressly assumed by the Investment Adviser. All expenses related to operation of the Portfolios are paid from the income of the Portfolios (see "Dividends").

For the services provided to the Pool by the Investment Adviser, effective January 1, 2023, the Investment Adviser is paid a monthly fee based on the following percentages of the average daily net assets of the Pool:

Average Cash Reserve Portfolio Daily Net Assets Annual Rate

First \$1 billion	0.145%
Next \$1 billion	0.110%
Next \$2 billion	0.100%
Next \$2 billion	0.095%
Next \$4 billion	0.085%
Next \$5 billion	0.80%
In excess of \$15 billion	0.075%

The Investment Adviser may, from time to time, waive some or all of its fees. Such waiver will have the effect of increasing the yield of the Pool during the period the fees are waived.

For the services provided to Term by the Investment Adviser, the Investment Adviser is paid a monthly fee based on the following percentages of the average daily net assets of Term:

Average Term Portfolio Daily Net Assets Annual Rate

All Assets	0.150%
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Under the Advisory Agreement, the Investment Adviser has agreed to reimburse the Pool and Term for the amount by which the "annual operating expenses" of the Pool exceed 0.22% of its average daily net assets. "Annual operating expenses" generally include all expenses of the Pool (including investment management, administration, marketing, custodial, legal, accounting, and audit fees), other than any reserves established by the Trustees to pay for extraordinary costs.

As of December 31, 2022, the Pool had reserved \$156,855 to pay for extraordinary costs that it may incur from time to time, such as special legal, audit, and consulting fees. The Trustees may determine to reserve additional amounts, not expected to exceed, on an annual basis, 0.02% of the average daily net assets of the Pool, for those and other similar purposes in the future.

Tax Matters

Pursuant to Section 115(1) of the Internal Revenue Code, federal gross income does not include income derived from the exercise of any essential governmental function that accrues to a state or any political subdivision of a state. In the opinion of Counsel to the Trust, the Trust is not subject to Federal or California income tax upon the income realized by it.

Arbitrage Rebate: General The Internal Revenue Code generally requires issuers of tax-exempt obligations to rebate to the federal government their arbitrage profits derived from investment of gross proceeds in non-purpose obligations. Various exceptions from the rebate requirements are available, and each Shareholder should consult with its bond counsel to determine whether and to what extent appropriate exceptions might be available. The investment by Shareholders of gross proceeds of debt issues in the Trust will be an investment in a non-purpose obligation and will be taken into account in determining any rebate liability.

Treatment of Administrative Costs of the Portfolios U.S. Treasury Regulations Title 26 Section 1.148-5 limits the ability for the expenses of an external commingled fund, like the Pool, to be treated as qualified administrative costs within the arbitrage rebate and yield restriction liability calculations. The limitations apply to an external commingled fund in which an individual Shareholder owns more than 10% of the beneficial interest of the fund. From time to time, the Pool may contain one or more Shareholders that individually own more than 10% of the beneficial interest of the fund. Therefore, Shareholders should consider the use of the gross yields of the Pool in all arbitrage rebate and yield restriction liability calculations.

The limitations regarding an external commingled fund in which an individual Shareholder owns more than 10% of the beneficial interest of the fund applies only to the Pool and not the Term Portfolio. The 10% rule in U.S. Treasury Regulations Title 26 Section 1.148-5 is not followed by Term.

The foregoing summary of federal income tax matters affecting Shareholders in the Portfolios does not purport to be complete. Shareholders should consult their bond counsel for advice as to the application of federal income tax law to their particular investment in the Portfolios.

Arbitrage Rebate Compliance

To further the objective of providing Shareholders with simplified arbitrage rebate compliance for proceeds of tax-exempt borrowings, the Trust has adopted the following recommended set of practices. The Trust strongly recommends that they be followed to minimize the Shareholder's rebate compliance costs.

1. A Shareholder should deposit all the proceeds of a debt issue subject to arbitrage rebate in the Trust on the same day as they are received by the Shareholder. This will enable the Investment Adviser to track the investment and expenditure of these funds.
2. A Shareholder should identify all the proceeds of a debt issue subject to the same yield at the time of initial investment. A separate account should be established for each fund or group of funds having a different yield by completing an Account Application. The Investment Adviser will provide advice on the number and type of accounts that will be needed to provide a clear audit trail.
3. Federal tax law requires issuers of tax-exempt obligations either to make certain rebate payments to the Federal government or to meet certain expenditure guidelines. If the Shareholder expects to meet one of the expenditure exceptions, it should notify the Investment Adviser when making its initial investment so the Investment Adviser can provide information regarding the expenditure of the proceeds of an issue.
4. If the Shareholder expects to make rebate payments, it should note that Federal tax law requires issuers of tax-exempt obligations to meet certain rebate payment requirements at least every five years. However, a Shareholder may need to account for its rebate liability on an annual basis. The Investment Adviser will provide estimates of rebate amounts at any time for a Shareholder, and the Investment Adviser will provide a rebate calculation report more frequently than every five years if requested. There will be a separate charge for each rebate calculation report (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).
5. If the Shareholder is eligible and has elected to pay a penalty in lieu of making rebate payments, it should notify the Investment Adviser by designating this on Schedule A - Bond Issue Information when making its initial investment.
6. It is recommended that Shareholders not draw down the entire proceeds of a debt issue account before providing for any rebate requirement or penalty payment.

If any Shareholder and any parties related to the Shareholder own more than ten percent (10%) of the Shares of the Pool, such ownership may adversely affect the rebate liability of all Shareholders (see "Tax Matters").

Documentation of Market Price The Investment Adviser will follow certain procedures to document that investments are purchased at a "market price" in accordance with requirements of the Internal Revenue Code and related rulings and

regulations. These procedures include obtaining three bids or offers for all securities transactions on the secondary market, documenting transaction prices using independent pricing services, and following practices to avoid making “prohibited payments” or receiving “imputed receipts” (as these terms are used in the applicable U.S. Treasury regulations) that improperly reduce the yield on investments.

Rebate Exception Services for the Proceeds of Debt Issues

Upon initial investment of the proceeds of a debt issue, a Shareholder should inform the Investment Adviser, by designating on Schedule A - Bond Issue Information, if it expects to qualify for an expenditure exception to the Federal rebate requirements or if it has elected to pay a penalty in lieu of rebate. If the Investment Adviser has been so informed thirty (30) days before any expenditure test date related to such an exception from the rebate requirements, the Investment Adviser will provide a notice to the Shareholder that tracks the cumulative percentage of proceeds of a debt issue drawn from funds invested in the Trust from any debt issue whose proceeds are then invested in the Trust and compares the cumulative percentage of funds drawn to the requirements of the exception to assist the Shareholder in determining its eligibility for such exception. Thirty (30) days after any expenditure test date, the Investment Adviser will provide a report (a “rebate exceptions compliance report”) to such Shareholder showing the cumulative percentage of the proceeds of a debt issue (including investment income) actually drawn and calculating the penalty, if any, due to the Internal Revenue Service if actual amounts drawn do not meet the expenditure test.

Rebate Calculation Services for the Proceeds of Debt Issues

With respect to proceeds of tax-exempt borrowings invested in the Trust, including funds whose cash flows are tracked through Shareholder accounts in the Trust, the Investment Adviser will, upon request, provide interim rebate calculation estimates to enable Shareholders to estimate rebate liabilities for financial reporting purposes. There is no charge for these estimates.

The Investment Adviser will provide each Shareholder who so requests with a rebate calculation report for any given report period that summarizes calculations of

- the allowable investment yield,
- investment activities for the Report Period, and
- a calculation of the rebate liability at the end of the Report Period using the methodology prescribed by the applicable U.S. Treasury regulations.

When an account for the proceeds of a debt issue is opened, the Investment Adviser will request certain information from a Shareholder, including information necessary to permit scheduling of the rebate calculation report or Rebate Exceptions Compliance Report. The Investment Adviser will require additional information from a Shareholder, including copies of the official statement, non-arbitrage or tax certificate, debt issue resolution, and similar documents, before the first such rebate calculation report or Rebate Exceptions Compliance Report can be prepared.

Normally, the rebate calculation report will be completed and furnished to the Shareholder for each debt issue no later than thirty (30) days after the Installment Computation Date, provided that the Shareholder has authorized its preparation and provided the necessary information to the Investment Adviser, but a Shareholder may request that a rebate calculation report be completed at shorter intervals. Every effort will be made to honor such requests, although no assurance can be given that reports can be completed in a shorter time period.

If an account is opened for the proceeds of a debt issue that have been invested outside of the Trust, the Investment Adviser will require a rebate calculation report from the date of debt issuance to the date of investment in the Trust.

There will be a separate charge for each rebate calculation report. The fee for a rebate calculation report prepared by the Investment Adviser will be billed separately to the Shareholder at the following rates for debt issues, the proceeds of which are invested exclusively through the Trust from their date of issuance until the date of calculation of the rebate calculation report:

One-time set-up fee, per debt issue:..... \$ 250

Each rebate calculation report, per debt issue:..\$3,000

There will be additional charges for refundings requiring allocations of transferred proceeds and for other calculations involving more extensive services. For proceeds of tax-exempt debt issues invested outside the Trust, due to differences of elapsed time since the issuance of the debt, types of investments, volume and type of transactions, number of funds, and

condition and availability of records, the Investment Adviser cannot charge a standard fee. However, at the request of the Shareholder, the Investment Adviser will provide an estimated cost based on the Shareholder's specific circumstances.

In addition to the rebate calculation services offered by the Investment Adviser, Shareholders also have the option of contracting directly with another service provider for rebate calculation services. If another service provider is used, the scope of the services provided and the fees charged are entirely the responsibility of the Shareholder and its service provider.

Information Common to All Portfolios

Authorized Investments

The Investment Adviser will invest available cash in the Cash Reserve Portfolio and Term Portfolio exclusively in the following investments, which are authorized investments under the California Government Code Section 53601. It is noted that certain other investment types, although authorized by the applicable sections of the California Government Code, may not be approved for inclusion in this investment policy. Except as otherwise provided in sub-paragraph (1) under "Investment Restrictions" below, a change in authorized investments requires approval of the Trustees and the Participants holding a majority of the outstanding Participant Shares of the Trust.

- (1) United States Treasury notes, bonds, bills, or certificates of indebtedness or other obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- (2) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- (3) Repurchase agreements with respect to securities described in paragraphs (1) and (2) above, provided that the term of any such repurchase agreement shall be one year or less at the time of purchase.
- (4) Bills of exchange or time drafts drawn on and accepted by a commercial bank (otherwise known as bankers' acceptances) which are eligible for purchase by the Federal Reserve System, provided that such bankers' acceptances may not exceed one hundred eighty (180) days maturity or forty percent (40%) of the assets of the Portfolio and no more than ten percent (10%) of the Portfolio's assets are invested in the bankers' acceptances of any one commercial bank and further provided that the accepting bank has the highest short-term letter and numerical rating as provided by at least one NRSRO.
- (5) Negotiable certificates of deposit issued by a nationally or state-chartered bank or by a savings association or a federal association (as defined in Section 5102 of the California Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that no more than thirty percent (30%) of the assets of the Portfolio may be invested in certificates of deposit and further provided that the deposits in any one institution shall not exceed the shareholders' equity of such institution.
- (6) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by at least one NRSRO, provided that its maturity may not exceed two hundred seventy (270) days. No more than forty percent (40%) of the assets of the Portfolio may be invested in eligible commercial paper; if assets of the Portfolio fall below \$100,000,000, no more than twenty-five percent (25%) of assets may be invested in eligible commercial paper; and no more than ten percent (10%) of the Portfolio's total investment assets may be invested in the commercial paper and the medium-term notes of any single corporate issuer. The entity that issues the commercial paper shall meet all of the following conditions either in (a) or (b) as follows: (a) the entity is organized and operating in the United States as a general corporation, has total assets in excess of five hundred million dollars (\$500,000,000), and has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by at least one NRSRO or (b) the entity is organized within the United States as a special purpose corporation, trust, or limited liability company, has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and has commercial paper that is rated "A-1" or higher, or the equivalent, by at least one NRSRO.
- (7) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of 397 days or less, and eligible for purchase and sale within

the United States. Investments shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the assets of the Portfolio.

(8) Medium-term notes, defined as all corporate and depository institution debt securities, with a maximum remaining maturity of 397 days or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Investments shall be rated in a rating category of “A” or its equivalent or better by an NRSRO and shall not exceed 30 percent of the assets of the Portfolio. No more than 10 percent (10%) of the Portfolio’s total investment assets may be invested in the commercial paper and the medium-term notes of any single issuer.

(9) A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Investments shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO, have a maximum remaining maturity of 397 days or less, and shall not exceed 20 percent of the assets of the Portfolio.

(10) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.). The company shall have met either of the following criteria: (a) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs or (b) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the assets of the Portfolio.

Obligations of Agencies or Instrumentalities of the United States Government Certain short-term obligations of agencies or instrumentalities of the United States Government purchased for the Portfolios may be backed only by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, Fannie Mae and Freddie Mac have agreements with the U.S. Treasury to provide them with capital in exchange for senior preferred stock. Securities issued by the Federal Home Loan Banks are supported only by the credit of the agency and not by the United States Government, and securities issued by the Federal Farm Credit System are supported by the agency’s right to borrow money from the U.S. Treasury under certain circumstances.

Repurchase Agreements A repurchase agreement involves the sale of securities to the Portfolio and the concurrent agreement by the seller to repurchase the securities within a specified period of time at an agreed upon price, thereby establishing the yield during the buyer’s holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The securities underlying a repurchase agreement are, in effect, collateral under the agreement. Securities purchased by the Portfolio and subject to repurchase agreements are limited to the obligations of the United States Government and agencies of the United States but may have maturities longer than one year. At the time a repurchase agreement is made, the underlying securities will have a market value at least equal to one hundred and two percent (102%) of the price plus the price differential. If an agreement is in effect for more than one day, the Investment Adviser is responsible for monitoring the value of the underlying securities, and, in the event their value drops below one hundred and two percent (102%) of the price plus price differential, the counterparty to the repurchase transaction is required to provide additional securities or money within one Business Day so that the value of the collateral is not less than one hundred and two percent (102%) of the price plus price differential. All securities underlying repurchase agreements are required to be delivered to the Custodian or to another custodian agreed to by the Trust and the counterparty. At the expiration of each agreement, the Custodian receives payment of the price plus price differential as a condition for the transfer of the underlying securities to the counterparty. If the counterparty fails to pay the agreed upon price plus price differential on the repurchase date, the risks to the Portfolio would include any difference between the liquidation value of the underlying securities and the price plus price differential, any costs of disposing of such securities, any costs related to foreclosure, and any loss resulting from a delay in foreclosing on such securities.

Funds placed by the Trust into the Portfolios will be invested in accordance with the prudent investor standard set forth in Section 53600.3 of the California Government Code. The Portfolios will not invest in any inverse floaters, range notes or mortgage derived, interest-only strips, or in any security that could result in a zero-interest accrual if held to maturity.

The Trust is not registered as an investment company under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) and, accordingly, is not subject to the provisions of the Investment Company Act of 1940 and the rules and regulations promulgated thereunder including rules relating to registered money market mutual funds.

The authorizing statute, charter, or bylaws of a Public Agency or the trust indenture or ordinance or resolution under which the debt obligations of a Public Agency are issued or its funds are invested may contain investment restrictions which prohibit or otherwise limit investment in one or more of the above-described investments. Accordingly, Public Agencies should consult with their legal counsel or financial adviser regarding the legality of investing bond proceeds under the Trust prior to participating in the Trust or investing in the Shares issued by the Trust.

Investment Restrictions

The Trustees have adopted the following investment restrictions and fundamental policies, which, except as otherwise provided in (1) below, may be changed only by approval of the Trustees and the Shareholders holding a majority of the outstanding Participant Shares of the Portfolios. The Trust will not:

- (1) Purchase any securities other than those described under “Investment Objectives and Policies” unless California law at some future date redefines the types of securities which are legal investments for some or all classes of Shareholders, in which case the permitted investments for the Portfolios may be changed by the Trustees to conform to California law, provided that prior written notification is given to Shareholders of the Trust.
- (2) Invest in securities of any issuer in which a Trustee, Officer, employee, agent, or adviser of the Trust is an officer, director, or ten percent (10%) shareholder unless such investment is periodically authorized by resolutions adopted by a majority of the Trustees who are not officers, directors, or ten percent (10%) shareholders of such issuer.
- (3) Make loans, except that the Portfolios may enter into repurchase agreements.
- (4) Borrow money or pledge, hypothecate, or mortgage its assets to an extent greater than twenty percent (20%) of the market value of the total assets of the Portfolios, and then only as a temporary measure for extraordinary or emergency purposes to facilitate withdrawal requests which might otherwise require untimely dispositions of portfolio securities. All such borrowings may be secured only by the assets of the Portfolios and must be repaid before the Portfolios make any additional investments. Interest paid on such borrowings will reduce net income of the Portfolios.
- (5) Purchase any security or enter into a repurchase agreement if, as a result, more than ten percent (10%) of the Portfolios’ total assets would be invested in securities subject to restrictions on resale, securities for which there is no readily available market, and repurchase agreements with maturities exceeding seven (7) days and not terminable at approximately the carrying value before that time.
- (6) Purchase the securities of any single issuer (other than obligations issued and guaranteed as to principal and interest by the government of the United States, its agencies, or instrumentalities) if, as a result, more than ten percent (10%) of the Portfolios’ total assets would be invested in the securities of any one issuer.
- (7) Invest more than 5% of net assets in illiquid investments. Illiquid investments are securities that cannot be sold or disposed of in the ordinary course of business at approximately the value ascribed to it by the Trust. Illiquid investments include:
 - Restricted investments (those that, for legal reasons, cannot be freely sold).
 - Fixed time deposits with a maturity of more than seven days that are subject to early withdrawal penalties.
 - Any repurchase agreement maturing in more than seven days and not terminable at approximately the carrying value in the Trust before that time.
 - Other investments that are not readily marketable at approximately the carrying value in the Trust.

If the 5% limitation on investing in illiquid securities is adhered to at the time of investment but later increases beyond 5%, resulting from a change in the values of the Trust’s portfolio securities or total assets, the Trust shall then bring the percentage of illiquid investments back into conformity as soon as practicably possible. The Trust believes that these liquidity requirements are reasonable and appropriate to assure that the securities in which the Trust invests are sufficiently liquid to meet reasonably foreseeable redemptions of Shares.

Any percentage limitation or rating requirement described under “Authorized Investments” will be applied at the time of purchase.

Procedures for Investment in the Trust

Public Agencies have two options for investing in the Trust. One option is for a Public Agency to become a Participant in the Trust by adopting an ordinance/resolution thereby becoming a member of the JPA. A copy of a sample ordinance/resolution can be obtained by contacting the Investment Adviser and is available on the Trust's website (www.camponline.com). Participation in the Trust requires the formal approval of the governing body of the Public Agency by ordinance/resolution, as appropriate, and execution of the Declaration of Trust. In addition to the rights provided to all Shareholders, Participants are provided approval rights on certain matters as provided in the Declaration of Trust. Public Agencies should consult with their legal counsel regarding the required form of action (ordinance/resolution) and the procedures for enactment or adoption of the ordinance/resolution. No representation is made as to the legal sufficiency of the model form for any given Public Agency. Only members of the governing body, officers, or full-time employees of a Public Agency that is a Participant in the Trust may serve as a Trustee of the Trust.

Alternatively, a Public Agency may purchase Investor Shares of any of the Trust's Portfolios without joining the Trust. Such purchase requires authorization by the Public Agency and execution of the Investor Agreement. A copy of the Investor Agreement can be obtained by contacting the Investment Adviser and is available on the Trust's website (www.camponline.com). Public Agencies owning Investor Shares are provided certain rights with regard to their Shares; however, Investors do not have the approval rights provided to Participants under the Declaration of Trust.

For the proceeds of debt issues, to provide for the investment in the Trust, the Public Agency should either list the Trust in the permitted investments section of the trust indenture or state that bond proceeds can be invested in a permitted investment under Section 53601 of the California Government Code. Sample language is available online at www.camponline.com.

Every prospective Shareholder in the Trust (or the applicable trustee of a debt issue) must complete an Account Application (available online at www.camponline.com or by calling the Investment Adviser at (800) 729-7665) and an appropriate Checkwriting Authorization if check writing is desired and forward them along with, if a Participant, (i) a certified copy of the ordinance/resolution as adopted and (ii) an executed copy of the Declaration of Trust, or if an Investor, a completed and executed Investor Agreement, to the Program Administrator via U.S. mail at the following address:

California Asset Management Program
P. O. Box 11760
Harrisburg, Pennsylvania 17101

Please note: UPS and Federal Express will not deliver packages to a P.O. Box. If using one of these shipping methods, please contact CAMP at (800) 729-7665 for an alternative delivery address.

There is no limit to the number of accounts that can be opened by a Shareholder. Additional Account Applications are provided for this purpose. The Investment Adviser will notify the Public Agency of its approval of the application(s) and the account number(s) assigned. The Trust and the Investment Adviser each reserve the right to reject any application in their sole discretion.

Instructions provided by the Shareholder in the Account Application will remain in effect until the Investment Adviser receives written notification from the Shareholder to change them. Any changes to addresses, account applications, names or signatures of authorized officials, or other critical information will require appropriate documentation. Instructions or forms may be obtained by calling the Investment Adviser at (800) 729-7665 or online at www.camponline.com.

Information Specific to the CAMP Cash Reserve Portfolio

Investment Restrictions

The Trust's investment policies and objectives require that all Pool investments have a remaining maturity of three hundred ninety-seven (397) days or less at the time of purchase (except for variable rate notes issued by the U.S. Government or its agencies or instrumentalities, which must have remaining maturities of 762 days or less), and that the dollar-weighted average maturity of Pool investments will not exceed sixty (60) days, and that the dollar-weighted average life (portfolio maturity computed to final maturity without regard to interest rate adjustments on investments) will not exceed one hundred

twenty (120) days. The repurchase date of a repurchase agreement is used to determine its maturity. Debt obligations purchased by the Pool may have interest rates that are periodically adjusted at specified intervals or whenever a reference rate or index changes. These adjustable-rate securities may have demand features which give the Pool the right to demand repayment of principal on specified dates or after giving a specified notice. Adjustable-rate securities and securities with demand features that meet the definition of “Adjustable Rate Government Securities” in Rule 2a-7 of the Investment Company Act of 1940 Rules and Regulations may be deemed to have maturities shorter than their stated maturity dates.

Dividends

Net income of the Pool shall be determined on the accrual basis as of the conclusion of each Business Day and declared as dividends to each Shareholder at the time of such determination in proportion to the number of shares in the Pool then held by each Shareholder.

Net income of the Pool shall consist of interest earned, plus any discount ratably amortized to the date of maturity plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of the Pool including the fees payable to the Investment Advisor/ Administrator, and others who provide services to the Pool. Dividends declared by the Pool are paid to Shareholders as of the last Business Day of each calendar month in the form of additional shares which are credited to each Shareholder’s account. If the net income of the Pool at the time of such determination is a negative amount, the Trust shall have the power and authority (i) to allocate such negative amount among such Shareholders in proportion to the number of shares held at the time of such determination and to offset the allocable share of each Shareholder of such negative amount against any income accrued to such Shareholder, and/or (ii) reduce the number of outstanding shares of the Pool by reducing the number of shares of each Shareholder by that number of shares which represents the amount of its allocable share of such negative amount which is not offset against income accrued to such Shareholder.

Valuation of Shares

The Investment Adviser, on behalf of the Pool, determines the NAV of Shares of the Pool as of 11:00 a.m. Pacific Time on each Business Day. The NAV per Share of the Pool is computed by dividing the total value of the securities and other assets of the Pool, less any liabilities, by the total number of outstanding Shares of the Pool. Liabilities include all accrued expenses and fees of the Pool, including fees of the Investment Adviser, Custodian, and others who provide services to the Pool, which are accrued daily (see “Expenses of the Trust”).

For the purposes of calculating the NAV per Share of the Pool, the By-Laws of the Trust provide that investments held by the Pool be valued at original cost, plus or minus any amortized discount or premium.

The result of this calculation will be a per Share value which is rounded to the nearest penny. Accordingly, the price at which Pool Shares are sold or redeemed will not reflect unrealized gains or losses on Pool securities which amount to less than \$.005 per Share. The Pool will endeavor to minimize the amount of such gains or losses. However, if unrealized gains or losses were to exceed \$.005 per Share, the amortized cost method of verification would not be used, and the NAV per Share of the Pool would change from \$1.00.

It is a fundamental policy of the Pool to maintain a NAV of \$1.00 per Share, but for the reasons discussed here, there can be no assurance that the NAV of the Pool’s Shares will not vary from \$1.00 per Share. The market value basis NAV per Share for a Pool may be affected by general changes in interest rates resulting in increases or decreases in the value of securities held by the Pool. The market value of such securities will tend to vary inversely to changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased, such a security, if sold, might be sold at a price less than its amortized cost. Similarly, if interest rates decline, such a security, if sold, might be sold at a price greater than its amortized cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations; however, withdrawals by Investors could require the sale of Pool securities prior to maturity.

The Investment Adviser and the Trustees will periodically monitor, as they deem appropriate and at such intervals as are reasonable in light of current market conditions, the relationship between the amortized cost value per Share and a NAV per Share based upon available indications of market value. In the event that the difference between the amortized cost basis NAV per Share and market value basis NAV per Share exceeds 1/2 of 1 percent, the Investment Adviser and the Trustees will consider what, if any, corrective action should be taken to minimize any material dilution or other unfair results which might arise from differences between the two. This action may include the reduction of the number of outstanding Shares by having each Shareholder proportionately contribute Shares to the Pool’s capital, suspension or rescission of dividends, declaration of a special capital distribution, sales of Pool securities prior to maturity to reduce the average maturity or to

realize capital gains or losses, transfers of Pool securities to a separate account, or redemptions of Shares in kind in an effort to maintain the net asset value at \$1.00 per Share. If the number of outstanding Shares is reduced in order to maintain a constant NAV of \$1.00 per Share, Shareholders will contribute proportionately to the Pool's capital the number of Shares that represents the difference between the amortized cost valuation and market valuation of the Pool. Each Shareholder will be deemed to have agreed to such contribution by its investment in the Pool.

To minimize the possible adverse effects of changes in interest rates and to help maintain a stable NAV of \$1.00 per Share, the Pool will maintain a dollar-weighted average portfolio maturity of not more than sixty (60) days and a dollar-weighted average life of not more than one hundred twenty (120) days and will not purchase any security with a remaining maturity of more than three hundred ninety-seven (397) days and will only invest in securities determined by the Investment Adviser to be of high-quality with minimal credit risk.

Yield

Current yield information for the Pool may, from time to time, be quoted in reports, literature, and advertisements published by the Trust. The current yield of the Pool, which is also known as the current annualized yield or the current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a value of one Share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one Share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by $365/7$.

The Trust may also quote a current effective yield of the Pool from time to time. The current effective yield represents the current yield compounded to assume reinvestment of dividends. The current effective yield is computed by adding 1 to the net change in account value (exclusive of capital changes and income other than investment income) over a seven-day base period, raising the sum to a power of $365/7$, and subtracting 1 from the result. The current effective yield will normally be slightly higher than the current yield because of the compounding effect of the assumed reinvestment.

The Trust also may publish a "monthly distribution yield" on each Shareholder's month-end account statement or provide it to Shareholders upon request. The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one Share (normally \$1.00 per Share) resulting from all dividends declared during a month by the Pool expressed as a percentage of the value of one Share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

At the request of the Trustees or Shareholders, the Trust may also quote the current yield of the Pool from time to time on bases other than seven days for the information of its Shareholders.

The yields quoted by the Trust or any of its representatives should not be considered a representation of the yield of the Pool in the future since the yield is not fixed. Actual yields will depend on the type, quality, yield, and maturities of securities held by the Pool, changes in interest rates, market conditions, and other factors.

Since the yield on the Pool may fluctuate daily, Shareholders should consult with their counsel or financial adviser as to the appropriateness of investing proceeds of tax-exempt bonds in the Pool in the event that covenants with bondholders or provisions of the Internal Revenue Code restrict the yield on investment of the bond proceeds.

Information Specific to the CAMP Term Portfolio

Maturity

The CAMP Term Portfolio is a fixed-term investment portfolio of the California Asset Management Program with a maturity of up to one year, depending on the termination date of any particular series within the Portfolio.

Dividends

Dividends on shares in the series constituting the CAMP Term Portfolio shall be paid on the termination date of the series, except for dividends on shares redeemed pursuant to a planned early redemption or a premature redemption before the termination date, which will be paid when such dividends on shares in the series are redeemed. For the purpose of calculating dividends for any series, net income shall consist of interest earned, plus any discount ratably amortized to the date of maturity, plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of that series.

Dividends on shares of the series of the CAMP Term Portfolio which are declared and paid are equal to the projected yield for such shares to the redemption date, less any losses affecting projected yield attributable to such shares (other than losses resulting from premature redemptions of shares of the series). Dividends on shares of the series of the CAMP Term Portfolio declared and paid on a premature redemption date are equal to the projected yield for such shares to the premature redemption date, less any losses affecting projected yield attributable to such shares and less a premature redemption penalty, if any. Investors may be charged a premature redemption penalty equal to (i) all penalty charges, losses, banking fees and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the series and (ii) an amount sufficient to maintain the projected yield on the remaining shares to the stated termination date for the series or to the planned early redemption dates, as the case may be, less any losses affecting projected yield attributable to such shares.

Any excess net income of a series of a CAMP Term Portfolio on the termination date will be distributed as an additional dividend to the shares of the series that were issued over the life of the series and the excess net income will be allocated on a pro rata basis based on the average shares outstanding during that time period. Investments may be distributed to Shareholders in any series in lieu of cash whenever the Trust determines that such distribution would be in the best interest of Shareholders of the CAMP Term Portfolio.

Valuation of Shares

For the purpose of calculating the net asset value per share of the series constituting the CAMP Term Portfolio each Business Day, investments held therein shall be valued using the amortized cost method. The amortized cost method of valuation shall mean the acquisition cost of the investment as adjusted for the amortization of premiums or accretion of discounts, regardless of the impact of fluctuating interest rates on the market value of the investment. Amortized cost valuation provides certainty in valuation but may result in periods during which the value of an investment, as determined by amortized cost, is higher or lower than the price that would be received if the investment were sold. For external period-end reporting, all assets will be valued at fair value determined in good faith by the Trust or adviser acting under contract with the Program as required under statutory and applicable accounting standards. Such fair value-based determinations will only be used to satisfy applicable external reporting standards unless the Trust or adviser has determined that use of the fair value method instead of the amortized cost method would be in the best interest of the holders of outstanding shares of a series of the CAMP Term Portfolio.

The redemption value per share will be determined on any day when redemption is made and on the termination date of a series of the CAMP Term Portfolio. Except as otherwise provided below, the redemption value per share is equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series (other than losses resulting from premature redemptions of shares of the series). The redemption value per share for shares redeemed on a premature redemption date is equal to the original purchase price for such share, plus dividends thereon, less such share's allocation of any losses incurred by the series, less a premature redemption penalty, if any, determined as described in the "Dividends" section above.

Each CAMP Term Series provides for a fixed-rate, fixed-term investment by Shareholders, but the market value of the underlying assets will, prior to their maturity, tend to fluctuate inversely with the direction of interest rates. It is the intent of the CAMP Term Portfolio to manage each of its series in a manner that produces a share price of at least \$1.00 on the termination date for the Shareholder that redeems on said date.

Yield

The projected yield quoted for any investment in the CAMP Term Portfolio is determined by dividing the expected net income per share for the period from the settlement date to the termination date by the purchase price per share, dividing this result by the actual number of days between the settlement date and the termination date, and multiplying the result by 365.

Part 3 – Individual Portfolios

Purpose

Individual Portfolios are designed to offer California Public Agencies a comprehensive program to meet their investment needs. Shareholders may invest in longer-term investments in a manner that the Investment Adviser will coordinate with the Public Agency. Created pursuant to separate agreements between the Shareholder, the Investment Adviser, and the Custodian, these Individual Portfolios will be managed solely by the Investment Adviser in accordance with specific instructions from the Shareholder. Individual Portfolios are designed to complement investment in the Pool by providing specific investments for surplus funds or for a portion of the proceeds of a debt issue where liquidity is not needed or where specific expenditures are to be funded. For proceeds of debt issues, an Individual Portfolio may be appropriate for Shareholders with relatively lengthy project drawdown schedules, or for Shareholders that wish to match expected construction draws more closely with investment maturities to fix earnings on some or all of their funds. Individual Portfolios may also be appropriate for the investment of debt service reserve funds and certain funds subject to investment yield restrictions. The Investment Adviser will assist each Shareholder in evaluating the possible use of an Individual Portfolio. For further information, call the Investment Adviser at (800) 729-7665. In order to establish an Individual Portfolio, the Shareholder must first establish an account with the Trust either as a Participant or an Investor. The Custodian will hold assets in an Individual Portfolio in a separate account in the Shareholder's name. ***However, Individual Portfolios are not assets of the Trust and are not under the management or supervision of the Board of Trustees.***

Investment Policies

Assets in an Individual Portfolio may be invested in those investments that are legal investments for the Shareholder under the California Government Code and the Shareholder's investment policy or are permitted under the terms of related debt issue documents, if any. Individual Portfolios are not governed by the investment policy of the Trust. The Investment Adviser will invest assets in the Individual Portfolios in accordance with the prudent investor standard of the California Government Code. A Shareholder should discuss the characteristics of specific investments in an Individual Portfolio with the Investment Adviser.

Opening an Individual Portfolio

The Investment Adviser offers advice on Individual Portfolio investments to Shareholders in order to provide Shareholders with the benefits of coordinating the investments in an Individual Portfolio with investing in the Pool and the economies achieved by using the Trust's Custodian. Accordingly, before Public Agency funds are invested in an Individual Portfolio, the Public Agency must first join the Trust or become an Investor (See Part 1 - Investing). A Shareholder may then open an Individual Portfolio by signing a separate agreement with PFM Asset Management LLC and U.S. Bank National Association, Minneapolis, Minnesota. Shareholders should contact the Investment Adviser directly at (800) 729-7665 regarding investments in an Individual Portfolio.

Individual Portfolio Transactions

The Investment Adviser will arrange for the execution of all security transactions in an Individual Portfolio on behalf of the Shareholder. Individual Portfolio transactions are normally conducted through the Shareholder's pre-designated Pool account using the Pool's convenient and economic cash management tools. In arranging for security transactions, the Investment Adviser will give primary consideration to obtaining the most favorable price and efficient execution of transactions. Investment transactions can only be executed on Business Days during normal operating hours.

Individual Portfolio Investments The Investment Adviser will purchase investments for an Individual Portfolio based upon specific instructions received from the Shareholder. When investing the proceeds of debt issues, the Investment Adviser will request a schedule of expected withdrawals, which will be used in managing investments to help assure adequate liquidity. Investment purchases for an Individual Portfolio are settled by the Custodian using funds made available from the Shareholder's pre-designated Pool account (see Part 1 - Investing).

Individual Portfolio Withdrawals Shareholders may arrange for the sale of investments in an Individual Portfolio by contacting the Investment Adviser directly at (800) 729-7665. Sales made prior to maturity will be made at the current market price which may be lower or higher than the investment's book value. Proceeds and earnings from the maturity, sale, or coupon payment of any investment in a Shareholder's Individual Portfolio will be deposited automatically into the Shareholder's pre-designated Pool account where they may be withdrawn by the Shareholder in accordance with Pool withdrawal procedures (see Part 1 - Investing).

Arbitrage Rebate Compliance

The Investment Adviser has agreed to provide arbitrage rebate compliance services for proceeds of tax-exempt debt issues invested in the Trust and will provide similar services for funds invested in an Individual Portfolio.

The Investment Adviser has agreed to manage Individual Portfolios that the Shareholder designates for the proceeds of a debt issue in accordance with arbitrage rebate regulations. At the Shareholder's request, the Investment Adviser will provide arbitrage rebate compliance services for the proceeds of tax-exempt debt issues to include funds in both the Shareholder's Pool, Term, and Individual Portfolio accounts (see Part 2 - Rebate Calculation Services for the Proceeds of Debt Issues).

Since the yield on an Individual Portfolio may not be fixed, Shareholders should consult with their counsel or financial adviser as to the appropriateness of investing proceeds of tax-exempt bonds in an Individual Portfolio in the event that covenants with bondholders or provisions of the Internal Revenue Code restrict the yield on investment of the bond proceeds.

Individual Portfolio Costs

All costs associated with an Individual Portfolio will be charged separately to the Shareholder that has set up the Individual Portfolio. Unless an alternative fee schedule has been negotiated, for services provided to Individual Portfolios by the Investment Adviser, the Shareholder will be billed a fee, in monthly installments, based on the following percentages of the average daily net assets of each Individual Portfolio:

Average Daily Net Assets	Annual Rate
First \$25 million	0.10%
Over \$25 million	0.08%

Individual Portfolios will also be charged an annual custody administration fee of \$200, plus a portfolio market value-based fee of 1/3 basis point (0.00333%), plus applicable custody transaction fees. A detailed schedule of custody fees is available upon request.

All Individual Portfolios of a single Shareholder will be aggregated to determine the fee for that Shareholder.

Custodian

The Trust has arranged for its Custodian, U.S. Bank National Association, Minneapolis, Minnesota, to provide custody for assets of each Individual Portfolio.

The Custodian holds cash and securities of each Individual Portfolio in a separate account in the name of the appropriate Shareholder. The Custodian does not participate in determining investment decisions for the Individual Portfolios. The Investment Adviser may invest in the Custodian's obligations and may buy or sell securities through the Custodian.

For further information or assistance regarding Individual Portfolios, please call the Investment Adviser at (800) 729-7665.



ONE CALIFORNIA STREET
SUITE 1000
SAN FRANCISCO
CALIFORNIA 94111

213 MARKET STREET
HARRISBURG
PENNSYLVANIA 17101

PHONE (800) 729-7665
FAX (888) 535-0120

www.camponline.com

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City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: APPROVE ASSIGNMENT AND ASSUMPTION AGREEMENTS AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENTS FOR TRACT MAP NO. 32201, A RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHWEST CORNER OF AVENUE 60 AND MADISON STREET

RECOMMENDATION

Approve Assignment and Assumption Agreements and Amendment to Subdivision Improvement Agreements for Tract Map No. 32201, and authorize the City Manager to execute said agreements.

EXECUTIVE SUMMARY

- SC Homes Fund, LLC has sold its interest in this tract to a new developer, Crestwood Corporation (Crestwood) and desires to assign the subdivision improvement obligations to Crestwood.
- Crestwood requests approval of Assignment and Assumption Agreements and Amendment to Subdivision Improvement Agreements (Agreements) for Tract Map No. 32201.

FISCAL IMPACT

There is no fiscal impact to the City. Crestwood has submitted replacement securities to guarantee construction of the improvements.

BACKGROUND/ANALYSIS

Tract Map No. 32201 is a residential development located at the northwest corner of Avenue 60 and Madison Street (Attachment 1).

In February 2016, SC Homes Fund, LLC entered into Subdivision Improvement Agreements for Tract Map No. 32201. SC Homes Fund, LLC has sold its interest in this tract to Crestwood. The City will release SC Homes Fund's securities upon executing the Agreements (Attachment 2).

ALTERNATIVES

Staff does not recommend an alternative.

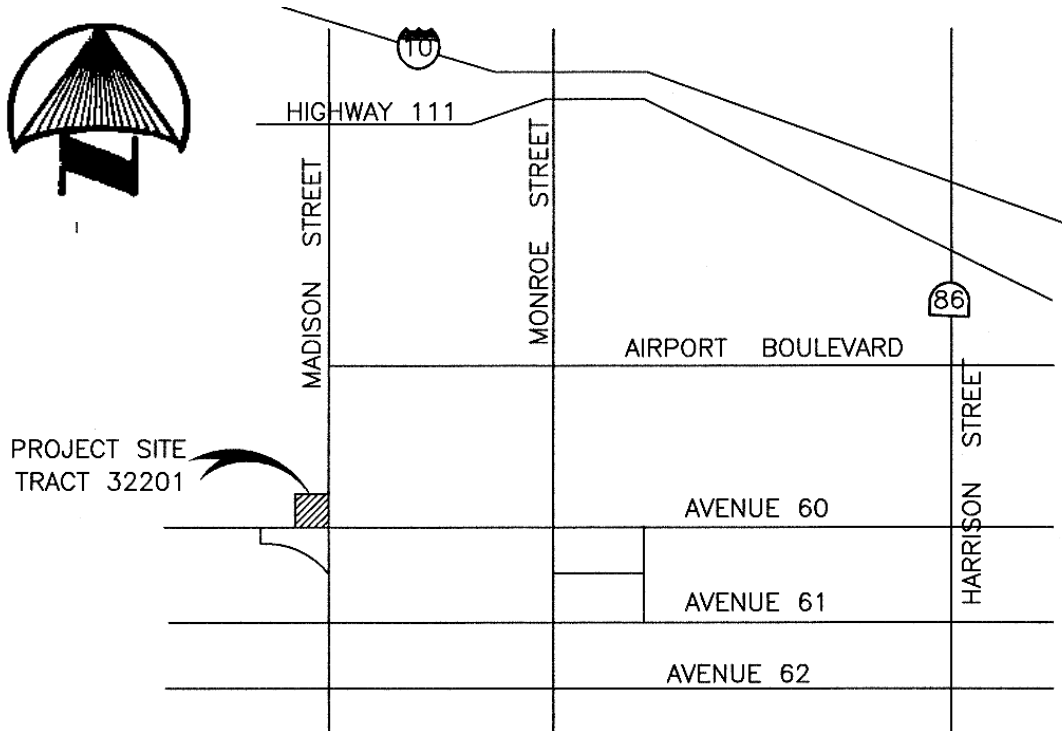
Prepared by: Amy Yu, Associate Engineer

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

Attachments: 1. Vicinity Map

2. Assignment and Assumption Agreements and Amendment to
Subdivision Improvement Agreements for Tract No. 32201

TRACT MAP NO. 32201



VICINITY MAP

NOT TO SCALE

ASSIGNMENT AND ASSUMPTION AGREEMENT

AND

AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 32201 OFF-SITE IMPROVEMENTS

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (“Assignment & Amendment”) is made and entered into as of the ___ day of _____, 20 ___, by and among the CITY OF LA QUINTA, a municipal corporation of the State of California (“City”), SC HOMES FUND, LLC, a Delaware limited liability company (“Assignor”), and CRESTWOOD CORPORATION, a California corporation (“Assignee”).

RECITALS

A. City and Assignor entered into that certain Subdivision Improvement Agreement, dated February 22, 2016 (“SIA”), pursuant to which Assignor, as the “Subdivider” defined in the SIA, agreed to plan for, install, and construct certain public and/or private improvements on Tract Map No. 32201 (“Tract”), as more fully described in Exhibit “A” of the SIA (“Improvements”).

B. Assignor desires to sell its interest in the Tract to Assignee. In conjunction with such transfer, Assignor desires to assign the SIA, and all of Assignor’s rights and obligations thereunder, to Assignee and Assignee desire to assume Assignor’s position with respect to the SIA and all of Assignor’s rights and obligations under the SIA subject to the terms of this Assignment & Amendment.

C. In connection with the foregoing described assignment and assumption, the City and Assignee have agreed to certain modifications to the SIA as set forth herein to be effective upon full execution of this Assignment & Amendment by all the parties hereto.

AGREEMENT

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

1. Assignment and Assumption. Assignor hereby transfers and assigns to Assignee all of the Assignor’s rights, title, and interest in and to, and obligations under, the SIA, and Assignee hereby assumes all rights, title, and interest in and to, and obligations under, the SIA. City hereby consents to the foregoing assignment and assumption.

2. Replacement of Improvement Security. Pursuant to the SIA, Assignor has furnished the City security for the Improvements in the form of:

(a) Faithful Performance Bond in the amount of \$198,356 for the following improvements:

OFF-SITE IMPROVEMENTS	Performance Security	Labor & Materials Security
Improvement Description	Amount	Amount
Street	\$78,414	\$78,414
Sidewalk	\$15,135	\$15,135
Landscaping	\$56,720	\$56,720
Standard 10% Contingency	\$15,027	\$15,027
Professional Fees, Design 10%	\$16,530	\$16,530
Professional Fees, Construction 10%	\$16,530	\$16,530
TOTAL	\$198,356	\$198,356

(b) Other (Specify type and amount): _____

For purposes of this Assignment & Amendment, such security in the aggregate shall be hereinafter referred to as "Improvement Security." Assignee hereby warrants that within five (5) days of this executed Assignment & Amendment, it shall replace Assignor's Improvement Security with security of its own in an amount equal to the Improvement Security, unless the City otherwise determines at its discretion and in writing that such security can be issued at a lesser amount. Assignee's security shall be in full compliance with the terms and conditions stated in the SIA for such security. The City agrees that upon receipt of evidence that Assignee has obtained such new security in a form satisfactory to the City, the City shall release Assignor's Improvement Security.

3. Solvency. As a material inducement to the City to enter into the Assignment & Amendment, Assignee hereby represents and warrants to City, and City hereby relies on Assignee's representation and warranty, that Assignee is solvent and has the financial capability of fulfilling each and every obligation and duty it takes on by way of the Assignment & Amendment.

4. Incorporation of SIA Provisions. The SIA, and each provision therein, unless otherwise modified in writing, is incorporated in this Assignment & Amendment in its entirety and Assignee agrees and warrants that it assumes and is bound by each obligation found in the SIA in the same manner as Assignor prior to this Assignment & Amendment.

5. Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment & Amendment on ____ day of _____, 20__.

CITY: City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
(760) 777-7000

JON MCMILLEN, CITY MANAGER
City of La Quinta, California

Date

ATTEST:

MONIKA RADEVA, CITY CLERK
City of La Quinta, California

APPROVED AS TO FORM:

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

ASSIGNOR: **SC HOMES FUND LLC**, a Delaware limited liability company
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

By ~~Developed Pacific Development Group, LLC, a California limited liability company~~
its Manager

By: Matthew A. Jordan, Co-Managing Member

9-24-24
Date

By: _____

_____ Date

ASSIGNEE: **CRESTWOOD CORPORATION**, a California corporation
510 W. Citrus Edge Street
Glendora, CA 91740

By: Kathleen K. Shoney

9-26-24
Date

By: _____

_____ Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

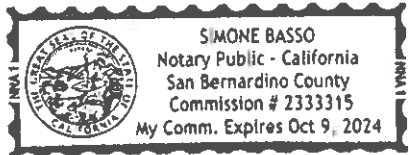
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On September 24, 2024 before me, Simone Basso, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

California All-Purpose
Certificate of Acknowledgement

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

State of California

County of Los Angeles

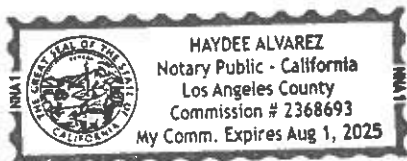
On September 26, 2024, before me, Haydee Alvarez - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



(Seal)

[Handwritten Signature]
Signature of Notary Public

OPTIONAL INFORMATION

Although the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document date _____

(Additional information)

Additional Information

Additional Signer(s)

Signer(s) Thumbprint(s)

Other

Signer's Name: _____ Signer's Name: _____

Right Thumbprint of Signer Right Thumbprint of Signer

Capacity Claimed By The Signer

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT
AND
AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 32201 ON-SITE IMPROVEMENTS

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (“Assignment & Amendment”) is made and entered into as of the ___ day of _____, 20 ___, by and among the CITY OF LA QUINTA, a municipal corporation of the State of California (“City”), SC HOMES FUND, LLC, a Delaware limited liability company (“Assignor”), and CRESTWOOD CORPORATION, a California corporation (“Assignee”).

RECITALS

A. City and Assignor entered into that certain Subdivision Improvement Agreement, dated February 22, 2016 (“SIA”), pursuant to which Assignor, as the “Subdivider” defined in the SIA, agreed to plan for, install, and construct certain public and/or private improvements on Tract Map No. 32201 (“Tract”), as more fully described in Exhibit “A” of the SIA (“Improvements”).

B. Assignor desires to sell its interest in the Tract to Assignee. In conjunction with such transfer, Assignor desires to assign the SIA, and all of Assignor’s rights and obligations thereunder, to Assignee and Assignee desire to assume Assignor’s position with respect to the SIA and all of Assignor’s rights and obligations under the SIA subject to the terms of this Assignment & Amendment.

C. In connection with the foregoing described assignment and assumption, the City and Assignee have agreed to certain modifications to the SIA as set forth herein to be effective upon full execution of this Assignment & Amendment by all the parties hereto.

AGREEMENT

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

1. Assignment and Assumption. Assignor hereby transfers and assigns to Assignee all of the Assignor’s rights, title, and interest in and to, and obligations under, the SIA, and Assignee hereby assumes all rights, title, and interest in and to, and obligations under, the SIA. City hereby consents to the foregoing assignment and assumption.

2. Replacement of Improvement Security. Pursuant to the SIA, Assignor has furnished the City security for the Improvements in the form of:

(a) Faithful Performance Bond in the amount of \$662,223 for the following improvements:

ON-SITE IMPROVEMENTS	Performance Security
Improvement Description	Amount
Rough Grading	\$56,340
Street	\$149,379
Storm Drain	\$48,354
Water	\$10,900
Sewer	\$18,000
Dry Utilities	\$142,500
Landscaping	\$66,212
Monumentation	\$10,000
Standard 10% Contingency	\$50,168
Professional Fees, Design 10%	\$55,185
Professional Fees, Construction 10%	\$55,185
TOTAL	\$662,223

(b) Other (Specify type and amount):

1. Faithful Performance Bond for Fugitive Dust Control = \$10,000

For purposes of this Assignment & Amendment, such security in the aggregate shall be hereinafter referred to as "Improvement Security." Assignee hereby warrants that within five (5) days of this executed Assignment & Amendment, it shall replace Assignor's Improvement Security with security of its own in an amount equal to the Improvement Security, unless the City otherwise determines at its discretion and in writing that such security can be issued at a lesser amount. Assignee's security shall be in full compliance with the terms and conditions stated in the SIA for such security. The City agrees that upon receipt of evidence that Assignee has obtained such new security in a form satisfactory to the City, the City shall release Assignor's Improvement Security.

3. Solvency. As a material inducement to the City to enter into the Assignment & Amendment, Assignee hereby represents and warrants to City, and City hereby relies on Assignee's representation and warranty, that Assignee is solvent and has the financial capability of fulfilling each and every obligation and duty it takes on by way of the Assignment & Amendment.

4. Incorporation of SIA Provisions. The SIA, and each provision therein, unless otherwise modified in writing, is incorporated in this Assignment & Amendment in its entirety and Assignee agrees and warrants that it assumes and is bound by each obligation found in the SIA in the same manner as Assignor prior to this Assignment & Amendment.

5. Counterparts. This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one complete and enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment & Amendment on ____ day of _____, 20__.

CITY: City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
(760) 777-7000

JON MCMILLEN, CITY MANAGER
City of La Quinta, California

Date

ATTEST:

MONIKA RADEVA, CITY CLERK
City of La Quinta, California

APPROVED AS TO FORM:

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

ASSIGNOR: **SC HOMES FUND LLC**, a Delaware limited liability company
10621 Civic Center Drive
Rancho Cucamonga, CA 91730

By: Diversified Pacific Development Group, LLC, a California limited liability company
ES Manager

By: Matthew A. Jordan, Co-Managing Member

9-24-24
Date

By: _____

Date

ASSIGNEE: **CRESTWOOD CORPORATION**, a California corporation
510 W. Citrus Edge Street
Glendora, CA 91740

By: Kathleen D. Murray

9-26-24
Date

By: _____

Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Bernardino }

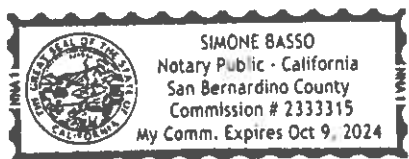
On September 24, 2024 before me, Simone Basso Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew A. Jordan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

California All-Purpose
Certificate of Acknowledgement

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

State of California

County of Los Angeles

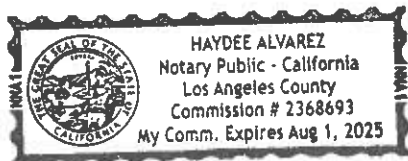
On September 26, 2024, before me, Haydee Alvarez - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



(Seal)

[Handwritten Signature]
Signature of Notary Public

OPTIONAL INFORMATION

Although the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document date _____

(Additional information)

Additional Information

Additional Signer(s)

Signer(s) Thumbprint(s)

Other

Signer's Name: _____ Signer's Name: _____

Right Thumbprint of Signer Right Thumbprint of Signer

Capacity Claimed By The Signer

Individual (s)

Corporate Officer _____
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other: _____

City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: ACCEPT OFF-SITE IMPROVEMENTS ASSOCIATED WITH THE DIAMANTE RESIDENTIAL DEVELOPMENT, TRACT MAP NO. 30138, LOCATED ON THE NORTH SIDE OF AVENUE 52 WEST OF MADISON STREET

RECOMMENDATION

Accept the off-site improvements associated with Tract Map No. 30138, Diamante; authorize staff to release performance security upon receipt of warranty bond; and direct staff to release the labor and materials security 90 days after City Council acceptance of the off-site improvements.

EXECUTIVE SUMMARY

- Diamante is a residential project located on the north side of Avenue 52 west of Madison Street (Attachment 1).
- La Quinta 47, LLC (Developer) has requested release of the performance, labor and materials securities.
- Since all off-site improvements have been completed, staff recommends acceptance, and release of the performance, labor and materials securities.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

The Developer has completed all off-site improvements required by Tract Map No. 30138. The improvements include pavement, signing and striping, sidewalk, landscaping, and setting monumentation. Staff inspected the off-site improvements and verified they meet City-approved plans and standards.

ALTERNATIVES

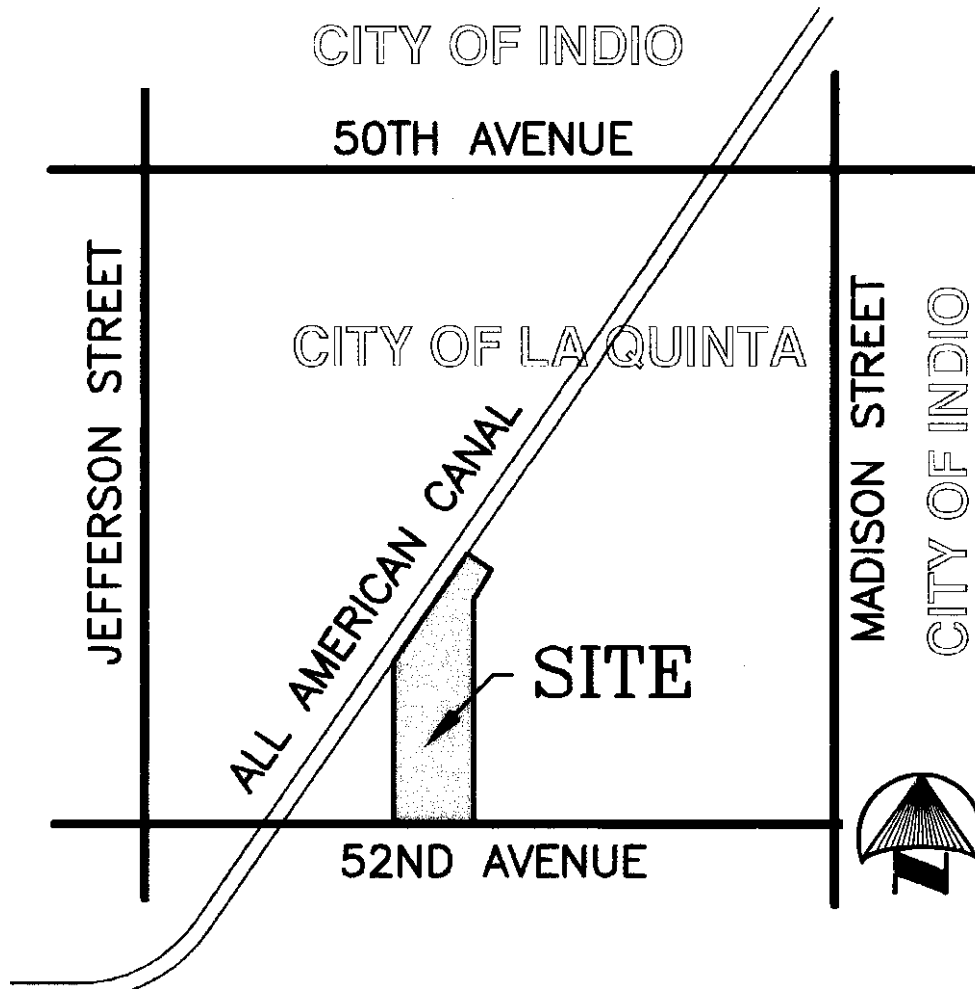
Accepting improvements is a ministerial action necessary for the release of the improvement securities. Since the improvements have been inspected and meet City standards, staff does not recommend an alternative action.

Prepared by: Amy Yu, Associate Engineer

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

Attachment: 1. Vicinity Map

Tract Map No. 30138



VICINITY MAP

NOT TO SCALE

City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: RECEIVE AND FILE REVENUE AND EXPENDITURE REPORT DATED AUGUST 31, 2024

RECOMMENDATION

Receive and file revenue and expenditure report dated August 31, 2024.

EXECUTIVE SUMMARY

- The report summarizes the City's year-to-date (YTD) revenues and period expenditures for August 2024 (Attachment 1).
- These reports are also reviewed by the Financial Advisory Commission.

FISCAL IMPACT – None

BACKGROUND/ANALYSIS

Below is a summary of the column headers used on the *Revenue and Expenditure Summary Reports*:

Original Total Budget – represents revenue and expenditure budgets the Council adopted in June 2024 for fiscal year 2024/25.

Current Total Budget – represents original adopted budgets plus any Council approved budget amendments from throughout the year. The 2023/24 operating and Capital Improvement Project carryovers to 2024/25 will be processed after the year-end audit is completed.

Period Activity – represents actual revenues received and expenditures outlaid in the reporting month.

Fiscal Activity – represents actual revenues received and expenditures outlaid YTD.

Variance Favorable/(Unfavorable) - represents the dollar difference between YTD collections/expenditures and the current budgeted amount.

Percent Used – represents the percentage activity as compared to budget YTD.

August 2024 Revenues				Comparison to 2023	
	MTD	YTD	Budget	YTD	Budget
General Fund (GF)	\$ 794,749	\$ 1,650,618	2.00%	\$ 2,178,268	2.78%
All Funds	\$ 1,913,235	\$ 3,928,010	2.50%	\$ 3,956,540	3.20%

August 2024 Expenditures				Comparison to 2023	
	MTD	YTD	Percent of Budget	YTD	Percent of Budget
General Fund	\$ 1,978,768	\$ 2,681,243	3.22%	\$ 2,141,585	2.94%
Payroll (GF)	\$ 1,163,621	\$ 1,655,959	11.72%	\$ 1,148,020	8.57%
All Funds	\$ 4,955,569	\$ 7,284,396	4.99%	\$ 6,355,580	5.38%

Top Five Revenue/Income Sources for August					
General Fund			Non-General Fund		
Transient Occupancy (Hotel) Tax	\$	354,318	Allocated Interest	\$	532,231
Misc. Revenue ⁽¹⁾	\$	212,276	Gas Tax	\$	195,181
STVR Registration Fees	\$	76,500	Coachella Valley Water District (CVWD) ⁽³⁾	\$	117,646
Misc. Reimbursements ⁽²⁾	\$	66,471	Non-Allocated Interest (Pension Fund)	\$	92,829
Franchise Taxes - Burrtec	\$	51,178	SilverRock Green Fees	\$	88,358

Top Five Expenditures/Outlays for August					
General Fund			Non-General Fund		
Parks Landscape Maintenance Contract	\$	107,663	Capital Improvement Program (CIP) - Construction ⁽⁵⁾	\$	908,161
Membership Dues ⁽⁴⁾	\$	77,863	Developer Reimbursements	\$	400,000
Professional Services (Clerk)	\$	56,441	Software Licenses ⁽⁶⁾	\$	276,221
Marketing and Tourism Promotions	\$	54,291	Machinery and Equipment ⁽⁷⁾	\$	273,065
Electricity (Buildings)	\$	48,783	SilverRock Maintenance	\$	200,237

⁽¹⁾Misc. Revenue: National Opioids Settlement payments

⁽²⁾Misc. Reimbursements: SB90 recovered costs from state-mandated programs

⁽³⁾CVWD:Turf conversion rebates related to north La Quinta landscape project

⁽⁴⁾Membership: Coachella Valley Assoc. of Governments and CoStar

⁽⁵⁾CIP Construction: Dune Palms bridge

⁽⁶⁾Software: Tyler ERP 10, Tyler EnerGov, Tracker, Granicus

⁽⁷⁾Machinery: Audio-Visual upgrades for council chambers and other City Hall meeting rooms

Revenues are not received uniformly throughout the year, resulting in peaks and valleys. For example, large property tax payments are usually received in December and May. Similarly, Redevelopment Property Tax Trust Fund payments are typically received in January and June. Any timing imbalance of revenue receipts versus expenditures is funded from the City's cash flow reserve. Unlike revenues, expenditures are more likely to be consistent from month to month. However, large debt service payments or CIP expenditures can cause swings.

Prepared by: Rosemary Hallick, Principal Management Analyst

Approved by: Claudia Martinez, Finance Director

Attachment: 1. Revenue and Expenditure Report for August 31, 2024



ATTACHMENT 1

For Fiscal: 2024/25 Period Ending: 08/31/2024

Revenue Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	82,714,300	82,714,300	794,749	1,650,618	-81,063,682	2.00%
105 - DISASTER RECOVERY FUND	30,000	30,000	0	0	-30,000	0.00%
201 - GAS TAX FUND	2,589,000	2,589,000	195,181	195,181	-2,393,819	7.54%
202 - LIBRARY & MUSEUM FUND	3,143,000	3,143,000	477	958	-3,142,042	0.03%
203 - PUBLIC SAFETY FUND (MEASURE G)	5,000	5,000	0	0	-5,000	0.00%
210 - FEDERAL ASSISTANCE FUND	190,000	190,000	0	0	-190,000	0.00%
212 - SLESA (COPS) FUND	103,000	103,000	0	0	-103,000	0.00%
215 - LIGHTING & LANDSCAPING FUND	4,000,500	4,000,500	0	0	-4,000,500	0.00%
221 - AB 939 - CALRECYCLE FUND	80,000	80,000	3,656	3,656	-76,344	4.57%
223 - MEASURE A FUND	2,025,000	2,025,000	0	0	-2,025,000	0.00%
225 - INFRASTRUCTURE FUND	1,000	1,000	0	0	-1,000	0.00%
226 - EMERGENCY MANAGEMENT PERFORMANCE INDEBENT (EMPGI)	13,000	13,000	0	0	-13,000	0.00%
227 - STATE HOMELAND SECURITY PROGRAMS (SHSP)	5,500	5,500	0	0	-5,500	0.00%
230 - CASp FUND, AB 1379	21,000	21,000	1,460	2,824	-18,176	13.45%
231 - SUCCESSOR AGCY PA 1 RORF	20,260,000	20,260,000	7	13	-20,259,987	0.00%
235 - SO COAST AIR QUALITY FUND	54,500	54,500	0	0	-54,500	0.00%
237 - SUCCESSOR AGCY PA 1 ADMIN	13,820	13,820	0	0	-13,820	0.00%
241 - HOUSING AUTHORITY	1,452,000	1,452,000	28,294	109,347	-1,342,653	7.53%
243 - RDA LOW-MOD HOUSING FUND	60,000	60,000	0	0	-60,000	0.00%
247 - ECONOMIC DEVELOPMENT FUND	40,000	40,000	1,625	2,250	-37,750	5.63%
249 - SA 2011 LOW/MOD BOND FUND (Refinanced 2016)	18,000	18,000	0	0	-18,000	0.00%
250 - TRANSPORTATION DIF FUND	540,000	540,000	31,499	79,523	-460,478	14.73%
251 - PARKS & REC DIF FUND	253,000	253,000	4,212	21,372	-231,628	8.45%
252 - CIVIC CENTER DIF FUND	103,000	103,000	4,116	15,044	-87,956	14.61%
253 - LIBRARY DEVELOPMENT DIF	50,000	50,000	794	4,029	-45,971	8.06%
254 - COMMUNITY & CULTURAL CENTERS DIF	105,000	105,000	1,912	9,702	-95,298	9.24%
255 - STREET FACILITY DIF FUND	1,000	1,000	0	0	-1,000	0.00%
256 - PARK FACILITY DIF FUND	100	100	0	0	-100	0.00%
257 - FIRE PROTECTION DIF	53,000	53,000	1,217	4,484	-48,516	8.46%
259 - MAINTENANCE FACILITIES DIF FUND	47,000	47,000	2,003	5,433	-41,567	11.56%
270 - ART IN PUBLIC PLACES FUND	158,000	158,000	1,918	12,243	-145,757	7.75%
275 - LQ PUBLIC SAFETY OFFICER	3,000	3,000	0	0	-3,000	0.00%
299 - INTEREST ALLOCATION FUND	0	0	532,231	1,247,359	1,247,359	0.00%
310 - LQ FINANCE AUTHORITY DEBT SERVICE	1,500	1,500	0	0	-1,500	0.00%
401 - CAPITAL IMPROVEMENT PROGRAMS	27,218,109	27,218,109	117,646	117,646	-27,100,463	0.43%
405 - SA PA 1 CAPITAL IMPRV FUND	500	500	0	0	-500	0.00%
501 - FACILITY & FLEET REPLACEMENT	1,705,000	1,705,000	0	0	-1,705,000	0.00%
502 - INFORMATION TECHNOLOGY	2,276,708	2,276,708	2,824	6,032	-2,270,676	0.26%
503 - PARK EQUIP & FACILITY FUND	500,000	500,000	0	0	-500,000	0.00%
504 - INSURANCE FUND	1,363,230	1,363,230	0	0	-1,363,230	0.00%
601 - SILVERROCK RESORT	5,484,500	5,484,500	94,586	199,032	-5,285,468	3.63%
602 - SILVERROCK GOLF RESERVE	98,000	98,000	0	0	-98,000	0.00%
760 - SUPPLEMENTAL PENSION PLAN	7,000	7,000	0	0	-7,000	0.00%
761 - CERBT OPEB TRUST	40,000	40,000	0	0	-40,000	0.00%
762 - PARS PENSION TRUST	200,000	200,000	92,829	241,264	41,264	120.63%
Report Total:	157,026,267	157,026,267	1,913,235	3,928,010	-153,098,257	2.50%

Accounts are subject to adjusting entries and audit. The City's Annual Comprehensive Financial Report, published annually, is the best resource for all final audited numbers.

For Fiscal: 2024/25 Period Ending: 08/31/2024

Expenditure Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
101 - GENERAL FUND	83,331,665	83,331,665	1,978,768	2,681,243	80,650,422	3.22%
201 - GAS TAX FUND	3,443,100	3,443,100	72,820	93,946	3,349,154	2.73%
202 - LIBRARY & MUSEUM FUND	2,555,615	2,555,615	49,770	54,814	2,500,801	2.14%
210 - FEDERAL ASSISTANCE FUND	198,500	198,500	0	0	198,500	0.00%
212 - SLESA (COPS) FUND	100,000	100,000	0	0	100,000	0.00%
215 - LIGHTING & LANDSCAPING FUND	3,957,700	3,957,700	306,180	336,772	3,620,928	8.51%
221 - AB 939 - CALRECYCLE FUND	200,000	200,000	9,000	9,000	191,000	4.50%
223 - MEASURE A FUND	2,335,000	2,335,000	0	0	2,335,000	0.00%
226 - EMERGENCY MANAGEMENT PERFORMANCE INCENTIVE (EMPGI)	2,000	2,000	0	9,750	2,250	81.25%
227 - STATE HOMELAND SECURITY PROGRAMS (SHSP)	5,000	5,000	0	0	5,000	0.00%
230 - CASp FUND, AB 1379	5,500	5,500	0	0	5,500	0.00%
231 - SUCCESSOR AGCY PA 1 RORF	4,452,755	4,452,755	0	0	4,452,755	0.00%
235 - SO COAST AIR QUALITY FUND	40,000	40,000	1,819	1,819	38,181	4.55%
237 - SUCCESSOR AGCY PA 1 ADMIN	10,000	10,000	0	0	10,000	0.00%
241 - HOUSING AUTHORITY	1,715,440	1,715,440	71,451	149,810	1,565,630	8.73%
243 - RDA LOW-MOD HOUSING FUND	250,000	250,000	0	0	250,000	0.00%
247 - ECONOMIC DEVELOPMENT FUND	31,500	31,500	0	2,450	29,050	7.78%
249 - SA 2011 LOW/MOD BOND FUND (Refinance 2016)	250,000	250,000	0	0	250,000	0.00%
250 - TRANSPORTATION DIF FUND	1,579,109	1,579,109	400,000	400,000	1,179,109	25.33%
253 - LIBRARY DEVELOPMENT DIF	15,000	15,000	0	0	15,000	0.00%
254 - COMMUNITY & CULTURAL CENTERS DIF	500,000	500,000	0	0	500,000	0.00%
259 - MAINTENANCE FACILITIES DIF FUND	100,000	100,000	0	0	100,000	0.00%
270 - ART IN PUBLIC PLACES FUND	233,000	233,000	16,031	16,031	216,969	6.88%
310 - LQ FINANCE AUTHORITY DEBT SERVICE	1,500	1,500	0	0	1,500	0.00%
401 - CAPITAL IMPROVEMENT PROGRAMS	27,218,109	27,218,109	919,934	922,818	26,295,291	3.39%
501 - FACILITY & FLEET REPLACEMENT	1,628,750	1,628,750	37,897	39,531	1,589,219	2.43%
502 - INFORMATION TECHNOLOGY	3,217,945	3,217,945	569,694	693,408	2,524,537	21.55%
503 - PARK EQUIP & FACILITY FUND	2,000,000	2,000,000	143,832	143,833	1,856,167	7.19%
504 - INSURANCE FUND	1,058,000	1,058,000	1,777	1,037,822	20,178	98.09%
601 - SILVERROCK RESORT	5,365,000	5,365,000	373,804	672,988	4,692,012	12.54%
760 - SUPPLEMENTAL PENSION PLAN	12,850	12,850	0	12,833	17	99.87%
761 - CERBT OPEB TRUST	1,500	1,500	0	0	1,500	0.00%
762 - PARS PENSION TRUST	30,000	30,000	2,793	5,528	24,472	18.43%
Report Total:	145,854,538	145,854,538	4,955,569	7,284,396	138,570,142	4.99%

Accounts are subject to adjusting entries and audit. The City's Annual Comprehensive Financial Report, published annually, is the best resource for all final audited numbers.

Fund Descriptions		
Fund #	Name	Notes
101	General Fund	The primary fund of the City used to account for all revenue and expenditures of the City; a broad range of municipal activities are provided through this fund.
105	Disaster Recovery Fund	Accounts for use of one-time federal funding designed to deliver relief to American workers and aid in the economic recovery in the wake of COVID-19. The American Rescue Plan Act (ARPA) was passed by Congress in 2021 to provide fiscal recovery funds to state and local governments.
201	Gas Tax Fund	Gasoline sales tax allocations received from the State which are restricted to street-related expenditures.
202	Library and Museum Fund	Revenues from property taxes and related expenditures for library and museum services.
203	Public Safety Fund	General Fund Measure G sales tax revenue set aside for public safety expenditures.
210	Federal Assistance Fund	Community Development Block Grant (CDBG) received from the federal government and the expenditures of those resources.
212	SLESF (COPS) Fund	Supplemental Law Enforcement Services Funds (SLESF) received from the State for law enforcement activities. Also known as Citizen's Option for Public Safety (COPS).
215	Lighting & Landscaping Fund	Special assessments levied on real property for city-wide lighting and landscape maintenance/improvements and the expenditures of those resources.
220	Quimby Fund	Developer fees received under the provisions of the Quimby Act for park development and improvements.
221	AB939 Fund/Cal Recycle	Franchise fees collected from the city waste hauler that are used to reduce waste sent to landfills through recycling efforts. Assembly Bill (AB) 939.
223	Measure A Fund	County sales tax allocations which are restricted to street-related expenditures.
224	TUMF Fund	Developer-paid Transportation Uniform Mitigation Fees (TUMF) utilized for traffic projects in Riverside County.
225	Infrastructure Fund	Developer fees for the acquisition, construction or improvement of the City's infrastructure as defined by Resolution
226	Emergency Mgmt. Performance Grant (EMPG)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
227	State Homeland Security Programs (SHSP)	Federal Emergency Management Agency (FEMA) grant for emergency preparedness.
230	CASP Fund, AB1379 / SB1186	Certified Access Specialist (CASp) program fees for ADA Accessibility Improvements; derived from Business License renewals. Assembly Bill (AB) 1379 and Senate Bill (SB) 1186.
231	Successor Agency PA 1 RORF Fund	Successor Agency (SA) Project Area (PA) 1 Redevelopment Obligation Retirement Fund (RORF) for Redevelopment Property Tax Trust Fund (RPTTF) taxes received for debt service payments on recognized obligations of the former Redevelopment Agency (RDA).
235	SO Coast Air Quality Fund (AB2766, PM10)	Contributions from the South Coast Air Quality Management District. Uses are limited to the reduction and control of airborne pollutants. Assembly Bill (AB) 2766.
237	Successor Agency PA 1 Admin Fund	Successor Agency (SA) Project Area (PA) 1 for administration of the Recognized Obligation Payment Schedule (ROPS) associated with the former Redevelopment Agency (RDA).
241	Housing Authority	Activities of the Housing Authority which is to promote and provide quality affordable housing.
243	RDA Low-Moderate Housing Fund	Activities of the Housing Authority which is to promote and provide quality affordable housing. Accounts for RDA loan repayments (20% for Housing) and housing programs..
244	Housing Grants	Activities related Local Early Action Planning (LEAP) and SB2 grants for housing planning and development.
247	Economic Development Fund	Proceeds from sale of City-owned land and transfers from General Fund for future economic development.
249	SA 2011 Low/Mod Bond Fund	Successor Agency (SA) low/moderate housing fund; 2011 bonds refinanced in 2016.
250	Transportation DIF Fund	Developer impact fees collected for specific public improvements - transportation related.
251	Parks & Rec. DIF Fund	Developer impact fees collected for specific public improvements - parks and recreation.
252	Civic Center DIF Fund	Developer impact fees collected for specific public improvements - Civic Center.
253	Library Development DIF Fund	Developer impact fees collected for specific public improvements - library.
254	Community Center DIF Fund	Developer impact fees collected for specific public improvements - community center.
255	Street Facility DIF Fund	Developer impact fees collected for specific public improvements - streets.
256	Park Facility DIF Fund	Developer impact fees collected for specific public improvements - parks.
257	Fire Protection DIF Fund	Developer impact fees collected for specific public improvements - fire protection.
259	Maintenance Facilities DIF Fund	Developer impact fees collected for specific public improvements - maintenance facilities.
270	Art In Public Places Fund	Developer fees collected in lieu of art placement; utilized for acquisition, installation and maintenance of public artworks.
275	LQ Public Safety Officer Fund	Annual transfer in from General Fund; distributed to public safety officers disabled or killed in the line of duty.
299	Interest Allocation Fund	Interest earned on investments.
310	LQ Finance Authority Debt Service Fund	Accounted for the debt service the Financing Authority's outstanding debt and any related reporting requirements. This bond was fully paid in October 2018.
401	Capital Improvement Program Fund	Planning, design, and construction of various capital projects throughout the City.
405	SA PA 1 Capital Improvement Fund	Successor Agency (SA) Project Area (PA) 1 bond proceeds restricted by the bond indenture covenants. Used for SilverRock infrastructure improvements.
501	Equipment Replacement Fund	Internal Service Fund for vehicles, heavy equipment, and related facilities.
502	Information Technology Fund	Internal Service Fund for computer hardware and software and phone systems.
503	Park Equipment & Facility Fund	Internal Service Fund for park equipment and facilities.
504	Insurance Fund	Internal Service Fund for city-wide insurance coverages.
601	SilverRock Resort Fund	Enterprise Fund for activities of the city-owned golf course.
602	SilverRock Golf Reserve Fund	Enterprise Fund for golf course reserves for capital improvements.
760	Supplemental Pension Plan (PARS Account)	Supplemental pension savings plan for excess retiree benefits to general employees of the City.
761	Other Post Benefit Obligation Trust (OPEB)	For retiree medical benefits and unfunded liabilities.
762	Pension Trust Benefit (PARS Account)	For all pension-related benefits and unfunded liabilities.

[CLICK HERE to Return to Agenda](#)

City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: APPROVE DEMAND REGISTERS DATED SEPTEMBER 27 AND OCTOBER 4, 2024

RECOMMENDATION

Approve demand registers dated September 27, and October 4, 2024.

EXECUTIVE SUMMARY – None

FISCAL IMPACT

Demand of Cash:

City	\$	3,833,227.17
Successor Agency of RDA	\$	-
Housing Authority	\$	15,934.15
	\$	<u>3,849,161.32</u>

BACKGROUND/ANALYSIS

Routine bills and payroll must be paid between Council meetings. Attachment 1 details the weekly demand registers for September 27, and October 4, 2024.

Warrants Issued:

214984-215039	\$	1,814,141.61
215040-215094	\$	1,418,316.90
EFT #167	\$	888.00
Wire Transfers	\$	290,553.38
Payroll Tax Transfers	\$	59,567.84
Payroll Direct Deposit	\$	265,693.59
	\$	<u>3,849,161.32</u>

Vendor	Account Name	Amount	Purpose
Riverside County Sheriff Department	Various	\$1,167,658.26	August Police Services
Ortiz Enterprises, Inc.	Construction	\$827,286.05	Dune Palms Bridge Progress Payments
Desert Concepts Construction, Inc.	Various	\$220,533.33	Citywide Landscape Maintenance Services
Visual Edge IT, Inc.	Various	\$183,893.14	IT Services
Conserve Landcare	Construction	\$113,957.25	Cactus Flowers Landscape Improvements

Wire Transfers: Eleven transfers totaled \$290,553. Of this amount, \$178,611 was to Landmark and \$54,138 was to CalPERS (See Attachment 2 for a complete listing).

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

Investment Transactions: Full details of investment transactions, as well as total holdings, are reported quarterly in the Treasurer’s Report.

Transaction	Issuer	Type	Par Value	Settle Date	Coupon Rate	YTM
Purchase	Celtic Bank	CD	\$ 248,000	9/26/2024	3.650%	3.650%
Maturity	Bank West Inc	CD	\$ 248,000	9/27/2024	1.700%	1.700%
Purchase	Sunwest Bank	CD	\$ 248,000	9/30/2024	3.550%	3.550%
Purchase	Cornerstone FCU	CD	\$ 248,000	9/30/2024	3.700%	3.700%
Purchase	United States Treasury	Treasury Note	\$ 1,000,000	9/30/2024	3.500%	3.510%

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

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

Demand Register



City of La Quinta

Packet: APPKT03941 - 09/27/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
BOX OF KITTENS	214987	STATE OF THE CITY 2024 VIDEO SERIES F...	Community Special Events	101-1001-60137	4,500.00
CHARTER COMMUNICATIONS..	214990	09/16-10/15/24 - FS #32 CABLE 3201 (O...	Cable/Internet - Utilities	101-2002-61400	99.87
CHARTER COMMUNICATIONS..	214990	9/16-10/15/24 FS#32 CABLE/INTERNET ...	Cable/Internet - Utilities	101-2002-61400	10.56
CHARTER COMMUNICATIONS..	214990	09/16-10/15/24 - FS #70 CABLE (4701) (...	Cable/Internet - Utilities	101-2002-61400	48.25
CHARTER COMMUNICATIONS..	214990	FY23/24 R/C 11/5-12/4/23 FS#32 CABLE ...	Cable/Internet - Utilities	101-2002-61400	10.52
CHARTER COMMUNICATIONS..	214990	FY23/24 R/C 11/5-12/4/23 FS#32 CABLE ...	Telephone - Utilities	101-2002-61300	-10.52
CHARTER COMMUNICATIONS..	214990	FY23/24 R/C 12/5/23-1/4/24 FS#32 CAB...	Cable/Internet - Utilities	101-2002-61400	10.52
CHARTER COMMUNICATIONS..	214990	FY23/24 R/C 12/5/23-1/4/24 FS#32 CAB...	Telephone - Utilities	101-2002-61300	-10.52
COACHELLA VALLEY CONSER...	214992	08/2024 - MSHCP FEES	MSHCP Mitigation Fee	101-0000-20310	2,385.00
COACHELLA VALLEY CONSER...	214992	08/2024 - MSHCP FEES	CVMSHCP Admin Fee	101-0000-43631	-23.85
COUNTY OF RIVERSIDE PUBL...	214994	08/2024 - RADIO MAINTENANCE	Operating Supplies	101-2001-60420	253.98
DANIEL CERVANTES	214996	REFUND DISMISSAL OF PARKING CITATI...	Administrative Citation Servi...	101-6004-60111	50.00
DEPARTMENT OF JUSTICE	214998	07/2024 - BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	70.00
DEPARTMENT OF JUSTICE	214998	08/2024 - BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	105.00
DEPARTMENT OF JUSTICE	214998	05/2024 - BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	35.00
DESERT CONCEPTS CONSTR...	214999	09/2024 - L&L MAINTENANCE SERVICES	Landscape Contract	101-2002-60112	5,000.00
DESERT CONCEPTS CONSTR...	214999	09/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	101-3005-60112	79,300.58
DESERT ELECTRIC SUPPLY	215000	ELECTRICAL BOX FOR CIVIC PARK	Materials/Supplies	101-3005-60431	466.13
DESERT ELECTRIC SUPPLY	215000	LED LIGHT BULBS	Materials/Supplies	101-3005-60431	275.11
DESERT FIRE EXTINGUISHER ...	215001	WC FIRE SUPPRESSION SYSTEM SERVICE	Maintenance/Services	101-3008-60691	172.19
DISH NETWORK	215002	09/22-10/21/24 - EOC CABLE	Cable/Internet - Utilities	101-2002-61400	113.71
FIRST CHOICE A/C & HEATING..	215005	CH HVAC MAINTENANCE	HVAC	101-3008-60667	525.00
FRANCHISE TAX BOARD	215006	GARNISHMENT	Garnishments Payable	101-0000-20985	269.91
FRANCHISE TAX BOARD	215007	GARNISHMENT	Garnishments Payable	101-0000-20985	223.79
GOVINVEST, INC	215009	FY 24/25 GASB 75 ROLL FORWARD VAL...	Consultants	101-1006-60104	4,000.00
GRAINGER	215010	CALIFORNIA FLAGS	Materials/Supplies	101-3008-60431	500.04
HIGH TECH IRRIGATION INC	215011	COPPER SULFATE	Materials/Supplies	101-3005-60431	177.43
JOHNSTONE SUPPLY	215012	HVAC PARTS	HVAC	101-3008-60667	273.40
KATHY VALENCIA	215013	REFUND DIMISSAL PARKING CITATION ...	Administrative Citation Servi...	101-6004-60111	50.00
LAUREANO, SANDRA	215014	FY 24/25 WELLNESS DOLLARS REIMB S.L...	Annual Wellness Dollar Reim...	101-1004-50252	200.00
MERCHANTS BUILDING MAI...	215016	08/02/24 - WC DEEP DISINFECTING	Janitorial	101-3008-60115	1,299.20
MERCHANTS BUILDING MAI...	215016	08/05/24 - FB PARK DISINFECTING CLEA...	Janitorial	101-3008-60115	400.00
MERCHANTS BUILDING MAI...	215016	08/15/24 - CH CARPET CLEANING	Janitorial	101-3008-60115	365.00
MERCHANTS BUILDING MAI...	215016	08/23/24 - WC CARPET CLEANING	Janitorial	101-3008-60115	255.00
MERCHANTS BUILDING MAI...	215016	08/29/24 - CH DEEP DISINFECTING	Janitorial	101-3008-60115	730.00
OCEAN SPRINGS TECH INC	215017	09/2024 - FB POOL MONTHLY MAINTEN...	LQ Park Water Feature	101-3005-60554	2,854.00
ODP BUSINESS SOLUTIONS, L...	215018	YELLOW PAPER, POST-ITS, & NOTEPADS	Office Supplies	101-1005-60400	67.08
PRICE'S NURSERY & GARDEN...	215020	PLANTS	Materials/Supplies	101-3005-60431	897.18
RASA/ERIC NELSON	215021	FTM 2022-0001 ONCALL MAP CHECKING..	Map/Plan Checking	101-7002-60183	350.00
RASA/ERIC NELSON	215021	COCO 2024-0001 ONCALL MAP CHECKI...	Map/Plan Checking	101-7002-60183	350.00
RASA/ERIC NELSON	215021	LLA 2024-0004 ONCALL MAP CHECKING ...	Map/Plan Checking	101-7002-60183	280.00
RASA/ERIC NELSON	215021	PMER 2024-0003 ONCALL MAP CHECKI...	Map/Plan Checking	101-7002-60183	525.00
RIVERSIDE ASSESSOR	215023	08/2024 - RECORDING FEES	Technical	101-6004-60108	40.00
RIVERSIDE COUNTY DEPUTY ...	215024	GOLF FOURSOME TOURNAMENT SPON...	Sponsorships/Advertising	101-3007-60450	1,000.00
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Sheriff Patrol	101-2001-60161	664,215.73
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Police Overtime	101-2001-60162	13,749.13
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Target Team	101-2001-60163	147,107.31
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Community Services Officer	101-2001-60164	63,621.19
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Gang Task Force	101-2001-60166	17,000.00
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Narcotics Task Force	101-2001-60167	17,000.00
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Motor Officer	101-2001-60169	117,832.68
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Dedicated Sergeants	101-2001-60170	46,618.80
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Dedicated Lieutenant	101-2001-60171	26,446.40

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Sheriff - Mileage	101-2001-60172	37,312.62
RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	Special Enforcement Funds	101-2001-60175	2,508.07
ROTOLIGHTNG, INC	215026	PALM TREE LIGHT CHANGING COLOR SE...	Maintenance/Services	101-3005-60691	300.00
SHEILA THORNTON	215027	REFUND DISMISSAL PARKING CITATION ...	Administrative Citation Servi...	101-6004-60111	50.00
SLF-ADAMS STREET LA QUIN...	215028	PM 10 DEPOSIT REFUND TM 37359	Developer Deposits	101-0000-22810	9,600.00
SOUTH COAST AIR QUALITY ...	215029	FY 24/25 CH GENERATOR RENEWAL FEE...	Annual Permits/Inspections	101-3008-60196	1,082.08
SOUTH COAST AIR QUALITY ...	215029	FY 24/25 CH GENERATOR EMISSIONS FL...	Annual Permits/Inspections	101-3008-60196	165.96
SOUTHWEST AQUATICS INC	215030	09/07/24 - LAKE MAINTENANCE SERVICE..	Civic Center Lake Maintenanc...	101-3005-60117	155.00
SOUTHWEST AQUATICS INC	215030	09/2024 - LAKE MAINTENANCE SERVICES	Civic Center Lake Maintenanc...	101-3005-60117	1,417.50
SOUTHWEST AQUATICS INC	215030	09/2024 - LAKE MAINTENANCE SERVICES	SilverRock Lake Maintenance	101-3005-60189	1,417.50
THE SHERWIN-WILLIAMS CO.	215032	PAINT	Materials/Supplies	101-3005-60431	38.19
UNITED WAY OF THE DESERT	215035	CONTRIBUTION	United Way Deductions	101-0000-20981	32.00
VINTAGE ASSOCIATES	215036	09/2024 - SRR LANDSCAPE MAINTENAN...	Landscape Contract	101-3005-60112	14,181.33
VINTAGE E & S INC	215037	REPLACED CIVIC PARK PATH LIGHT BULBS	Maintenance/Services	101-3008-60691	1,562.32
VINTAGE E & S INC	215037	LQ PARK LIGHTING REPAIR	Maintenance/Services	101-3005-60691	1,472.72
VINTAGE E & S INC	215037	LQ PARK LIGHTING REPAIR	Maintenance/Services	101-3005-60691	3,129.53
VISUAL EDGE IT, INC.	215038	ROOF FAN KIT FOR FB POOL PUMP RO...	Fritz Burns Pool Maintenance	101-3005-60184	166.73
Fund 101 - GENERAL FUND Total:					1,296,676.35

Fund: 201 - GAS TAX FUND

GRAINGER	215010	COLD PATCH	Asphalt	201-7003-60430	1,899.32
GRAINGER	215010	SAFETY GLASSES	Safety Gear	201-7003-60427	263.19
TOPS' N BARRICADES INC	215033	TRAFFIC CONTROL SIGNS	Traffic Control Signs	201-7003-60429	303.74
Fund 201 - GAS TAX FUND Total:					2,466.25

Fund: 202 - LIBRARY & MUSEUM FUND

DESERT CONCEPTS CONSTR...	214999	09/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3004-60112	2,767.75
DESERT CONCEPTS CONSTR...	214999	09/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	202-3006-60112	1,730.00
DUNN-EDWARDS CORPORAT...	215003	PAINT FOR LIBRARY	Building Improvements	202-3004-72110	4,059.20
DUNN-EDWARDS CORPORAT...	215003	CAULK FOR LIBRARY PAINTING	Building Improvements	202-3004-72110	52.07
DUNN-EDWARDS CORPORAT...	215003	PAINT FOR LIBRARY	Building Improvements	202-3004-72110	6,114.47
DUNN-EDWARDS CORPORAT...	215003	PAINT & PAINT SUPPLIES FOR LIBRARY	Building Improvements	202-3004-72110	377.17
DUNN-EDWARDS CORPORAT...	215003	RETURN PAINT FOR LIBRARY	Building Improvements	202-3004-72110	-6,114.47
LOZANO'S PAINTING INC	215015	LIBRARY PAINT SERVICES	Building Improvements	202-3004-72110	18,500.00
LOZANO'S PAINTING INC	215015	PAINT & PAINT SUPPLIES FOR LIBRARY	Building Improvements	202-3004-72110	506.63
THE SHERWIN-WILLIAMS CO.	215032	PAINTING SUPPLIES FOR LIBRARY	Building Improvements	202-3004-72110	272.04
Fund 202 - LIBRARY & MUSEUM FUND Total:					28,264.86

Fund: 212 - SLESA (COPS) FUND

RIVERSIDE COUNTY SHERIFF ...	215025	07/25-08/21/24 - BP #2 POLICE SERVICES	COPS Burglary/Theft Prevent...	212-0000-60179	14,246.33
Fund 212 - SLESA (COPS) FUND Total:					14,246.33

Fund: 215 - LIGHTING & LANDSCAPING FUND

ARBORPRO INC	214985	TREE INVENTORY SERVICES	Tree Maintenance/Palm Trees	215-7004-60673	13,655.25
DESERT CONCEPTS CONSTR...	214999	09/2024 - L&L MAINTENANCE SERVICES	Landscape Contract	215-7004-60112	110,000.00
DESERT CONCEPTS CONSTR...	214999	09/2024 - PARKS LANDSCAPE MAINTEN...	Landscape Contract	215-7004-60112	14,535.00
DESERT CONCEPTS CONSTR...	214999	09/16-09/20/24 - HWY 111 LANDSCAPE...	Maintenance/Services	215-7004-60691	7,200.00
EWING IRRIGATION PRODUC...	215004	IRRIGATION PARTS FOR HWY 111	Materials/Supplies	215-7004-60431	2,096.06
EWING IRRIGATION PRODUC...	215004	IRRIGATION PARTS FOR HWY 111	Materials/Supplies	215-7004-60431	1,458.31
FRONTIER COMMUNICATIO...	215008	09/10-10/09/24 - PHONE SVC	Electric - Utilities	215-7004-61116	72.76
HIGH TECH IRRIGATION INC	215011	IRRIGATION PARTS	Materials/Supplies	215-7004-60431	224.80
PRICE'S NURSERY & GARDEN...	215020	PLANTS	Materials/Supplies	215-7004-60431	1,141.88
VINTAGE ASSOCIATES	215036	09/2024 - SRR LANDSCAPE MAINTENAN...	Landscape Contract	215-7004-60112	5,129.00
VINTAGE ASSOCIATES	215036	09/2024 - SRR LANDSCAPE MAINTENAN...	SilverRock Way Landscape	215-7004-60143	5,671.00
VINTAGE E & S INC	215037	9/8-9/18/24 - HWY 111 MEDIAN PALM L...	Maintenance/Services	215-7004-60691	4,276.31
WILLDAN FINANCIAL SERVIC...	215039	10/01-12/31/24 - L&L ADMINISTRATION...	Administration	215-7004-60102	3,508.34
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					168,968.71

Fund: 221 - AB 939 - CALRECYCLE FUND

ALPHA MEDIA LLC	214984	08/2024 - RECYCLING DIGITAL ADS	AB 939 Recycling Solutions	221-0000-60127	1,500.00
ALPHA MEDIA LLC	214984	08/2024 - RECYCLING RADIO ADS MIX 1...	AB 939 Recycling Solutions	221-0000-60127	3,500.00
Fund 221 - AB 939 - CALRECYCLE FUND Total:					5,000.00

Demand Register

Packet: APPKT03941 - 09/27/2024 JB

Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 270 - ART IN PUBLIC PLACES FUND					
CHARLOTTE DUPLAY, FINE A...	214989	APP APPRAISAL SERVICES	Art Purchases	270-0000-74800	7,500.00
CUSH TILE	214995	APP RESTORATION & MAINTENANCE 5...	APP Maintenance & Display	270-0000-60683	2,500.00
Fund 270 - ART IN PUBLIC PLACES FUND Total:					10,000.00
Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS					
CONSERVE LANDCARE	214993	08/2024 - CACTUS FLOWER LANDSCAPE...	Retention Payable	401-0000-20600	-4,731.99
CONSERVE LANDCARE	214993	08/2024 - CACTUS FLOWER LANDSCAPE...	Construction	401-0000-60188	113,839.63
CONSERVE LANDCARE	214993	09/2024 - CACTUS FLOWER LANDSCAPE...	Retention Payable	401-0000-20600	-255.24
CONSERVE LANDCARE	214993	09/2024 - CACTUS FLOWER LANDSCAPE...	Construction	401-0000-60188	5,104.85
ST. FRANCIS ELECTRIC, LLC	215031	08/2024 REPLACE CABINET AT FRED WA...	Construction	401-0000-60188	3,840.00
ST. FRANCIS ELECTRIC, LLC	215031	08/2024 - ONCALL TRAFFIC SIGNAL MAI...	Construction	401-0000-60188	1,515.50
UNIQUE RECREATION CONS...	215034	ENGINEERING DOCS FOR ICON SHELTER ...	Design	401-0000-60185	7,500.00
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					126,812.75
Fund: 501 - FACILITY & FLEET REPLACEMENT					
AUTOZONE	214986	VEHICLE BATTERY & INSTALL KIT	Parts, Accessories, and Upfits	501-0000-60675	229.66
AUTOZONE	214986	VEHICLE TIRE REPAIR SUPPLIES	Parts, Accessories, and Upfits	501-0000-60675	130.28
AUTOZONE	214986	VEHICLE WIPER BLADES & AIR FILTERS	Parts, Accessories, and Upfits	501-0000-60675	263.06
AUTOZONE	214986	VEHICLE BUG REMOVER WASHER FLUID	Parts, Accessories, and Upfits	501-0000-60675	37.00
AUTOZONE	214986	VEHICLE MAINTENANCE SUPPLIES	Parts, Accessories, and Upfits	501-0000-60675	50.96
CHEVROLET CADILLAC	214991	18 CHEVY SILVERADO VIN Z252560 BRA...	Vehicle Repair & Maintenan...	501-0000-60676	860.47
CHEVROLET CADILLAC	214991	17 CHEVY COLORADO VIN H1269005 MA...	Vehicle Repair & Maintenan...	501-0000-60676	557.32
CHEVROLET CADILLAC	214991	17 CHEVY COLORADO VIN H1244342 R...	Vehicle Repair & Maintenan...	501-0000-60676	873.06
CHEVROLET CADILLAC	214991	17 CHEVY SILVERADO VIN Z176837 MAI...	Vehicle Repair & Maintenan...	501-0000-60676	557.32
CHEVROLET CADILLAC	214991	19 CHEVY EQUINOX VIN S542617 MAIN...	Vehicle Repair & Maintenan...	501-0000-60676	93.24
DANIEL'S TIRE SERVICE, INC.	214997	22 CHEVY VOLT TIRES	Vehicle Repair & Maintenan...	501-0000-60676	311.29
PACIFIC MOBILE STRUCTURES..	215019	10/2024 - PW TRAILER RENTAL	Building Leases	501-0000-71032	3,088.51
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					7,052.17
Fund: 502 - INFORMATION TECHNOLOGY					
ARBORPRO INC	214985	TREE INVENTORY SERVICES	Software Licenses	502-0000-60301	2,500.00
CARASOFT TECHNOLOGY C...	214988	25 ZOOM LICENSES	Software Implementation/E...	502-0000-71049	4,618.95
CHARTER COMMUNICATIONS..	214990	09/10-10/09/24 - CH CABLE (2601)	Cable/Internet - Utilities	502-0000-61400	189.94
CHARTER COMMUNICATIONS..	214990	09/10-10/09/24 - WC CABLE (1701)	Cable/Internet - Utilities	502-0000-61400	286.52
CHARTER COMMUNICATIONS..	214990	09/10-10/09/24 - CH INTERNET (1801)	Cable/Internet - Utilities	502-0000-61400	2,079.00
CHARTER COMMUNICATIONS..	214990	09/10-10/09/24 - WC CABLE (2101)	Cable/Internet - Utilities	502-0000-61400	13.22
CHARTER COMMUNICATIONS..	214990	09/10-10/09/24 - CITY YARD CABLE (580...	Cable/Internet - Utilities	502-0000-61400	82.07
RINCON CONSULTANTS, INC.	215022	08/2024 GEOGRAPHIC INFORMATION S...	Software Licenses	502-0000-60301	3,251.00
VISUAL EDGE IT, INC.	215038	MERAKI ETHERNET & POE SWITCHES	Consultants	502-0000-60104	20,655.13
VISUAL EDGE IT, INC.	215038	FY 24/25 ADOBE LICENSES	Consultants	502-0000-60104	26,611.42
VISUAL EDGE IT, INC.	215038	ACRONIS & DATTO BACKUP & RESTORE	Consultants	502-0000-60104	5,740.00
VISUAL EDGE IT, INC.	215038	07/2024 - CONTINGENCY EXPENSES	Consultants	502-0000-60104	7,716.92
VISUAL EDGE IT, INC.	215038	07/2024 - IT SERVICES	Consultants	502-0000-60104	33,178.00
VISUAL EDGE IT, INC.	215038	PRINTER INK	Copiers	502-0000-60662	443.68
VISUAL EDGE IT, INC.	215038	8/26-11/25/24 CONTRACT BASE 5/26-8...	Copiers	502-0000-60662	2,387.59
VISUAL EDGE IT, INC.	215038	PRINTER INK	Copiers	502-0000-60662	443.68
VISUAL EDGE IT, INC.	215038	PRINTER INK	Copiers	502-0000-60662	887.36
VISUAL EDGE IT, INC.	215038	08/2024 - CONTINGENCY EXPENSES	Consultants	502-0000-60104	8,978.49
VISUAL EDGE IT, INC.	215038	08/2024 - IT SERVICES	Consultants	502-0000-60104	33,178.00
VISUAL EDGE IT, INC.	215038	PRINTER PURCHASE R.RIEGLER	Machinery & Equipment	502-0000-80100	1,305.00
VISUAL EDGE IT, INC.	215038	08/12-11/11/24 - CITY PRINTERS	Copiers	502-0000-60662	108.22
Fund 502 - INFORMATION TECHNOLOGY Total:					154,654.19
Grand Total:					1,814,141.61

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	1,296,676.35
201 - GAS TAX FUND	2,466.25
202 - LIBRARY & MUSEUM FUND	28,264.86
212 - SLESA (COPS) FUND	14,246.33
215 - LIGHTING & LANDSCAPING FUND	168,968.71
221 - AB 939 - CALRECYCLE FUND	5,000.00
270 - ART IN PUBLIC PLACES FUND	10,000.00
401 - CAPITAL IMPROVEMENT PROGRAMS	126,812.75
501 - FACILITY & FLEET REPLACEMENT	7,052.17
502 - INFORMATION TECHNOLOGY	154,654.19
Grand Total:	1,814,141.61

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20310	MSHCP Mitigation Fee	2,385.00
101-0000-20981	United Way Deductions	32.00
101-0000-20985	Garnishments Payable	493.70
101-0000-22810	Developer Deposits	9,600.00
101-0000-43631	CVMSHCP Admin Fee	-23.85
101-1001-60137	Community Special Even...	4,500.00
101-1004-50252	Annual Wellness Dollar ...	200.00
101-1005-60400	Office Supplies	67.08
101-1006-60104	Consultants	4,000.00
101-2001-60161	Sheriff Patrol	664,215.73
101-2001-60162	Police Overtime	13,749.13
101-2001-60163	Target Team	147,107.31
101-2001-60164	Community Services Offi...	63,621.19
101-2001-60166	Gang Task Force	17,000.00
101-2001-60167	Narcotics Task Force	17,000.00
101-2001-60169	Motor Officer	117,832.68
101-2001-60170	Dedicated Sargeants	46,618.80
101-2001-60171	Dedicated Lieutenant	26,446.40
101-2001-60172	Sheriff - Mileage	37,312.62
101-2001-60174	Blood/Alcohol Testing	210.00
101-2001-60175	Special Enforcement Fu...	2,508.07
101-2001-60420	Operating Supplies	253.98
101-2002-60112	Landscape Contract	5,000.00
101-2002-61300	Telephone - Utilities	-21.04
101-2002-61400	Cable/Internet - Utilities	293.43
101-3005-60112	Landscape Contract	93,481.91
101-3005-60117	Civic Center Lake Maint...	1,572.50
101-3005-60184	Fritz Burns Pool Mainten...	166.73
101-3005-60189	SilverRock Lake Mainten...	1,417.50
101-3005-60431	Materials/Supplies	1,854.04
101-3005-60554	LQ Park Water Feature	2,854.00
101-3005-60691	Maintenance/Services	4,902.25
101-3007-60450	Sponsorships/Advertising	1,000.00
101-3008-60115	Janitorial	3,049.20
101-3008-60196	Annual Permits/Inspecti...	1,248.04
101-3008-60431	Materials/Supplies	500.04
101-3008-60667	HVAC	798.40
101-3008-60691	Maintenance/Services	1,734.51
101-6004-60108	Technical	40.00
101-6004-60111	Administrative Citation ...	150.00
101-7002-60183	Map/Plan Checking	1,505.00
201-7003-60427	Safety Gear	263.19
201-7003-60429	Traffic Control Signs	303.74
201-7003-60430	Asphalt	1,899.32
202-3004-60112	Landscape Contract	2,767.75

Account Summary

Account Number	Account Name	Expense Amount
202-3004-72110	Building Improvements	23,767.11
202-3006-60112	Landscape Contract	1,730.00
212-0000-60179	COPS Burglary/Theft Pre...	14,246.33
215-7004-60102	Administration	3,508.34
215-7004-60112	Landscape Contract	129,664.00
215-7004-60143	SilverRock Way Landscap...	5,671.00
215-7004-60431	Materials/Supplies	4,921.05
215-7004-60673	Tree Maintenance/Palm ...	13,655.25
215-7004-60691	Maintenance/Services	11,476.31
215-7004-61116	Electric - Utilities	72.76
221-0000-60127	AB 939 Recycling Solutio...	5,000.00
270-0000-60683	APP Maintenance & Disp...	2,500.00
270-0000-74800	Art Purchases	7,500.00
401-0000-20600	Retention Payable	-4,987.23
401-0000-60185	Design	7,500.00
401-0000-60188	Construction	124,299.98
501-0000-60675	Parts, Accessories, and ...	710.96
501-0000-60676	Vehicle Repair & Maint...	3,252.70
501-0000-71032	Building Leases	3,088.51
502-0000-60104	Consultants	136,057.96
502-0000-60301	Software Licenses	5,751.00
502-0000-60662	Copiers	4,270.53
502-0000-61400	Cable/Internet - Utilities	2,650.75
502-0000-71049	Software Implementatio...	4,618.95
502-0000-80100	Machinery & Equipment	1,305.00
	Grand Total:	1,814,141.61

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	1,431,842.92
201603CT	Construction Expense	La Quinta Landscape Renovation	118,944.48
201603RP	Retention Payable	La Quinta Landscape Renovation	-4,987.23
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	9,197.36
202102D	Design Expense	Fritz Burns Park Improvements	7,500.00
202327E	Citywide Tree Inventory Services	Citywide Tree Inventory Services	16,155.25
202328E	Citywide Landscape Maintenance ...	Citywide Landscape Maintenance	122,200.00
202330E	Park Landscape Maintenance Servi...	Park Landscape Maintenance Ser	98,333.33
21007E	SLF-ADAMS STREET LA QUINTA LLC..	SLF-ADAMS STREET LA QUINTA LI	9,600.00
2425TMICT	Construction Expense	FY24/25 Traffic Maintenance Imp	5,355.50
	Grand Total:	1,814,141.61	

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

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City of La Quinta

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 101 - GENERAL FUND					
JENSEN, SHARLA W	167	PERSONAL TRAINING 3 SESSIONS CLASS...	Instructors	101-3002-60107	264.00
JENSEN, SHARLA W	167	1 DAY SESSION CLASSES	Instructors	101-3002-60107	96.00
JENSEN, SHARLA W	167	PERSONAL TRAINING 6 SESSIONS CLASS	Instructors	101-3002-60107	528.00
ALLIANT INSURANCE SERVIC...	215040	10/05/24 - ROCKET LAUNCH EVENT INS...	Community Experiences	101-3003-60149	419.00
AMERICAN FORENSIC NURSE...	215042	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	388.00
AMERICAN FORENSIC NURSE...	215042	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	350.00
AMERICAN FORENSIC NURSE...	215042	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	196.00
AMERICAN FORENSIC NURSE...	215042	BLOOD ALCOHOL ANALYSIS	Blood/Alcohol Testing	101-2001-60174	70.00
ANSAFONE CONTACT CENTE...	215043	10/2024 - PM 10 ANSWERING SERVICES	PM 10 - Dust Control	101-7006-60146	322.86
BOYS & GIRLS CLUB OF COA...	215045	07/01-09/30/24 - JOINT FACILITY USE	Boys & Girls Club	101-3001-60135	10,000.00
BOYS & GIRLS CLUB OF COA...	215045	10/01-12/31/24 - JOINT FACILITY USE	Boys & Girls Club	101-3001-60135	10,000.00
CACEO	215046	10/21/24 CACEO MODULE ONE ACADE...	Travel & Training	101-6004-60320	500.00
CACEO	215046	10/21/24 CACEO MODULE ONE ACADE...	Travel & Training	101-6004-60320	500.00
CACEO	215046	10/21/24 CACEO MODULE ONE ACADE...	Travel & Training	101-6004-60320	500.00
CAPITAL ONE	215047	09/09/24 - STEREO EARPHONES	Operating Supplies	101-1004-60420	10.88
CHARTER COMMUNICATIONS..	215048	09/29-10/28/24 - FS #32 INTERNET (350...	Cable/Internet - Utilities	101-2002-61400	99.99
CHARTER COMMUNICATIONS..	215048	09/24-10/23/24 - FS #93 INTERNET (410...	Cable/Internet - Utilities	101-2002-61400	99.99
CLARISSA TAPIA	215049	10/30/24 EMPLOYEE APPRECIATION EV...	Employee Recognition Events	101-1004-60340	825.00
CLOUD NINE ROOFING & CO...	215050	REFUND PERMIT APPLICATION BRER202...	Miscellaneous Permits	101-0000-42404	49.79
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Civic Center Park - Uti..	101-3005-61202	9,959.58
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water -Community Park - Util..	101-3005-61209	15,729.52
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water -Desert Pride - Utilities	101-3005-61206	1,294.77
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water -Fritz Burns Park - Utili...	101-3005-61204	2,773.58
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Utilities	101-3008-61200	745.18
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Utilities	101-2002-61200	601.95
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water -Eisenhower Park - Util..	101-3005-61203	350.19
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water -Velasco Park - Utilities	101-3005-61205	186.89
EIDE BAILLY LLP	215054	GASB 89/96 PROFESSIONAL SERVICES	Professional Services	101-1006-60103	12,956.22
EIDE BAILLY LLP	215054	FY 22/23 ACFR AUDITING - EXTRA SERVI...	Auditors	101-1006-60106	20,000.00
FEDEX	215055	09/13/24 & 09/16/24 - OVERNIGHT MAIL	Postage	101-1007-60470	43.58
FIRST CHOICE A/C & HEATING..	215056	CH HVAC SYSTEM TUNE-UP	HVAC	101-3008-60667	131.00
FIRST CHOICE A/C & HEATING..	215056	WC HVAC CONDENSER FAN MOTOR REP...	HVAC	101-3008-60667	850.00
FIRST CHOICE A/C & HEATING..	215056	CH HVAC R410A REFRIGERANT	HVAC	101-3008-60667	678.50
FLAGSHIP HOLDINGS, LLC	215057	REFUND PERMIT APPLICATION BSOL202...	Building Permits	101-0000-42400	24.40
FLOCK SAFETY	215058	FLOCK CAMERA REPLACEMENT AT LOC...	Public Safety Camera System...	101-2001-60692	1,300.00
FRANCHISE TAX BOARD	215059	PP20 GARNISHMENT	Garnishments Payable	101-0000-20985	223.79
HR GREEN PACIFIC INC	215061	08/2024 - ONCALL PLAN CHECK ENGINE...	Map/Plan Checking	101-7002-60183	2,925.00
HR GREEN PACIFIC INC	215061	08/2024 - ONCALL PLAN CHECK ENGINE...	Map/Plan Checking	101-7002-60183	149.00
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	1,819.26
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Monticello Park - Uti..	101-3005-61102	13.57
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Colonel Paige - Utilit..	101-3005-61108	350.99
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Community Park - U...	101-3005-61109	7,171.28
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Adams Park - Utiliti...	101-3005-61110	47.83
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Desert Pride - Utiliti...	101-3005-61114	13.57
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	101-3008-61101	20,076.18
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	101-2002-61101	3,064.47
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Civic Center Park - U..	101-3005-61103	1,932.65
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Fritz Burns Park - Uti..	101-3005-61105	1,680.26
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Sports Complex - Uti..	101-3005-61106	2,465.51
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Velasco Park - Utiliti...	101-3005-61111	14.04
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Eisenhower Park - U...	101-3005-61113	18.33
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	101-3008-61101	933.78
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - SilverRock Event Sit...	101-3005-61115	3,308.13

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Charging Stations	101-3008-61102	2,924.13
JOE A GONSALVES & SON	215063	10/2024 - LOBBYIST SERVICES	Contract Services - Administr...	101-1002-60101	3,500.00
JOHNSTONE SUPPLY	215064	WC HVAC FILTERS	HVAC	101-3008-60667	276.96
MADDEN MEDIA	215067	09/2024 - MEDIA SERVICES	Marketing & Tourism Promot...	101-3007-60461	44,773.58
MERCHANTS BUILDING MAI...	215068	08/26/24 JANITORIAL SERVICES FOR HU...	Janitorial	101-3008-60115	47.76
MISSION LINEN SUPPLY	215069	BUILDING UNIFORMS	Uniforms	101-6003-60690	1,425.37
MISSION LINEN SUPPLY	215069	UNIFORMS	Uniforms	101-3005-60690	521.63
NAI CONSULTING INC	215070	08/2024 - CAPITAL IMPROVEMENT PLAN	Consultants	101-7006-60104	190.00
OCEAN SPRINGS TECH INC	215072	07/03/24 - LQ PARK SPLASH PAD CHLOR...	LQ Park Water Feature	101-3005-60554	880.24
OCEAN SPRINGS TECH INC	215072	9/13-9/17/24 FB PARK WADING POOL H...	Fritz Burns Pool Maintenance	101-3005-60184	2,890.76
ODP BUSINESS SOLUTIONS, L...	215073	OFFICE SUPPLIES	Office Supplies	101-1002-60400	49.93
ODP BUSINESS SOLUTIONS, L...	215073	OFFICE SUPPLIES	Office Supplies	101-1002-60400	52.01
ODP BUSINESS SOLUTIONS, L...	215073	BREAKROOM SUPPLIES	Citywide Supplies	101-1007-60403	60.07
PACIFIC WEST AIR CONDITIO...	215075	09/04/24 - CH HVAC INSPECTION	HVAC	101-3008-60667	984.50
PAX FITNESS REPAIR	215076	WC GYM EQUIPMENT REPLACEMENT P...	Operating Supplies	101-3002-60420	309.76
PAX FITNESS REPAIR	215076	09/2024 - FITNESS EQUIPMENT MAINT...	Operating Supplies	101-3002-60420	500.00
PROPER SOLUTIONS INC	215077	09/06/24 - TEMP AGENCY SERVICES R.I...	Temporary Agency Services	101-1004-60125	1,558.20
PROPER SOLUTIONS INC	215077	09/13/24 - TEMP AGENCY SERVICES R.I...	Temporary Agency Services	101-1004-60125	1,494.15
PROPER SOLUTIONS INC	215077	09/20/24 - TEMP AGENCY SERVICES R.I...	Temporary Agency Services	101-1004-60125	1,195.32
PWLC II, INC	215078	PALM TREE REMOVAL AT COVE OASIS	Tree Maintenance	101-3005-60557	725.00
PWLC II, INC	215078	PALM TREE REMOVAL & INSTALLATION	Tree Maintenance	101-3005-60557	8,625.00
PYE BARKER	215079	10/01-12/31/24 - FIRE ALARM MONITOR..	Security & Alarm	101-3008-60123	984.00
PYE BARKER	215079	10/01-12/31/24 - ALARM MONITORING ...	Fire Station	101-2002-60670	510.00
PYE BARKER	215079	10/01-12/31/24 - ALARM MONITORING ...	Security & Alarm	101-3008-60123	510.00
RAMOS STEAM & PRESSURE...	215081	SRR EVENT PARK ROOF STRUCTURE CLE...	Maintenance/Services	101-3008-60691	750.00
ROADPOST USA INC.	215083	09/23-10/22/24 - EOC SATELLITE PHON...	Mobile/Cell Phones/Satellites	101-2002-61304	200.85
SHIRY, TERESA	215084	BALLROOM BEGINNING DI CLASSES	Instructors	101-3002-60107	73.50
SIGNATURE TINT	215085	FB PARK TENNIS SIGNS	Materials/Supplies	101-3005-60431	400.00
UNITED WAY OF THE DESERT	215087	CONTRIBUTION	United Way Deductions	101-0000-20981	32.00
VERITAS TECHNOLOGIES LLC	215088	09/2024 - DATA BACK UP FOR LASERFIC...	Professional Services	101-1005-60103	1,060.72
VERIZON WIRELESS	215089	08/14-09/13/24 - EOC CELL (7813)	Mobile/Cell Phones/Satellites	101-2002-61304	210.73
VISIT GREATER PALM SPRINGS	215091	Q2 FY 24/25 CITY FUNDING	VGPS - Visit Greater Palm Spr...	101-3007-60151	98,442.73
WILLIAMS, BILLEE	215094	MAT PILATES DI CLASSES	Instructors	101-3002-60107	25.20
Fund 101 - GENERAL FUND Total:					315,236.61

Fund: 201 - GAS TAX FUND

IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	201-7003-61101	1,112.27
MISSION LINEN SUPPLY	215069	UNIFORMS	Uniforms	201-7003-60690	521.64
Fund 201 - GAS TAX FUND Total:					1,633.91

Fund: 202 - LIBRARY & MUSEUM FUND

FRONTIER COMMUNICATIO...	215060	08/13-10/12/24 - MUSEUM PHONE	Telephone - Utilities	202-3006-61300	316.95
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	202-3004-61101	6,463.32
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electricity - Utilities	202-3006-61101	2,090.61
LOZANO'S PAINTING INC	215066	LIBRARY PAINTING SERVICES	Building Improvements	202-3004-72110	14,125.00
PYE BARKER	215079	10/01-12/31/24 - FIRE ALARM MONITOR..	Security & Alarm	202-3004-60123	165.00
PYE BARKER	215079	10/01-12/31/24 - FIRE ALARM MONITOR..	Security & Alarm	202-3006-60123	330.00
PYE BARKER	215079	10/01-12/31/24 - ALARM MONITORING ...	Security & Alarm	202-3004-60123	255.00
PYE BARKER	215079	10/01-12/31/24 - ALARM MONITORING ...	Security & Alarm	202-3006-60123	255.00
Fund 202 - LIBRARY & MUSEUM FUND Total:					24,000.88

Fund: 215 - LIGHTING & LANDSCAPING FUND

COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	2,041.95
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	13,334.46
COACHELLA VALLEY WATER D..	215052	WATER SERVICE	Water - Medians - Utilities	215-7004-61211	9,241.71
DESERT ELECTRIC SUPPLY	215053	LED FLOOD LIGHT FIXTURES (38)	Materials/Supplies	215-7004-60431	3,078.66
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	2,934.50
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	1,537.49
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	2,773.09
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Medians - Utilities	215-7004-61117	1,007.06
IMPERIAL IRRIGATION DIST	215062	ELECTRICITY SERVICE	Electric - Utilities	215-7004-61116	848.74
MISSION LINEN SUPPLY	215069	UNIFORMS	Uniforms	215-7004-60690	521.63

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
RED TERRA NURSERY, LLC	215082	PLANTS	Materials/Supplies	215-7004-60431	3,512.65
RED TERRA NURSERY, LLC	215082	PLANTS	Materials/Supplies	215-7004-60431	3,351.03
RED TERRA NURSERY, LLC	215082	PLANTS	Materials/Supplies	215-7004-60431	3,631.18
SMITH PIPE & SUPPLY CO	215086	IRRIGATION PARTS	Materials/Supplies	215-7004-60431	471.24
Fund 215 - LIGHTING & LANDSCAPING FUND Total:					48,285.39

Fund: 224 - TUMF FUND

COACHELLA VALLEY ASSOC O...	215051	08/2024 - TUMF FEES	TUMF Payable to CVAG	224-0000-20320	14,470.32
Fund 224 - TUMF FUND Total:					14,470.32

Fund: 235 - SO COAST AIR QUALITY FUND

COACHELLA VALLEY ASSOC O...	215051	04/1-06/30/24 - VEHICLE REGISTRATION...	CVAG	235-0000-60186	9,583.07
Fund 235 - SO COAST AIR QUALITY FUND Total:					9,583.07

Fund: 401 - CAPITAL IMPROVEMENT PROGRAMS

AMERICAN BUSINESS BANK	215041	08/2024 DUNE PALMS BRIDGE RETENTI...	Retention Payable	401-0000-20600	42,791.00
LEONIDA BUILDERS, INC	215065	COVE TRAILS PARKING LOT FINAL SETTLL...	Construction	401-0000-60188	20,342.00
NAI CONSULTING INC	215070	08/2024 - VILLAGE ART/CULTURAL PLAZA	Professional Services	401-0000-60103	1,655.00
NAI CONSULTING INC	215070	08/2024 - AVENUE 52 MONROE STREET ...	Professional Services	401-0000-60103	195.00
NAI CONSULTING INC	215070	08/2024 - AVENUE 48 ART AND MUSIC ...	Professional Services	401-0000-60103	1,755.00
NAI CONSULTING INC	215070	08/2024 - AVENUE 50 WIDENING IMPR...	Professional Services	401-0000-60103	290.00
NAI CONSULTING INC	215070	08/2024 - HIGHWAY 111 REHAB	Professional Services	401-0000-60103	2,485.00
NAI CONSULTING INC	215070	08/2024 CIVIC CENTER CAMPUS LAKE/L...	Professional Services	401-0000-60103	95.00
NAI CONSULTING INC	215070	08/202 - FY24/25 PMP FRED WARING D...	Professional Services	401-0000-60103	11,639.50
NAI CONSULTING INC	215070	08/2024 - Dune Palms Bridge Improvem...	Professional Services	401-0000-60103	2,853.50
NAI CONSULTING INC	215070	08/2024 - DUNE PALMS ROAD PAVEME...	Professional Services	401-0000-60103	771.00
NAI CONSULTING INC	215070	08/2024 - AVE 58 PAVEMENT REHABILI...	Professional Services	401-0000-60103	817.50
NAI CONSULTING INC	215070	08/2024 SILVERROCK TEMPORARY GOLF...	Professional Services	401-0000-60103	2,103.50
NAI CONSULTING INC	215070	08/2024 - AVE 50 BRIDGE	Professional Services	401-0000-60103	1,740.00
NAI CONSULTING INC	215070	08/2024 - FRITZ BURNS PARK IMPROVE...	Professional Services	401-0000-60103	2,772.50
NAI CONSULTING INC	215070	08/2024 - HURRICANE HILARY EMERGE...	Professional Services	401-0000-60103	877.50
NAI CONSULTING INC	215070	08/2024 - FY 23/24 PMP	Professional Services	401-0000-60103	975.00
NAI CONSULTING INC	215070	08/2024 - LQ Landscape Renovation Imp...	Professional Services	401-0000-60103	1,412.50
NAI CONSULTING INC	215070	08/2024 - EISENHOWER RETENTION BAS...	Professional Services	401-0000-60103	4,137.50
NAI CONSULTING INC	215070	08/2024 - HIGHWAY 111 CORRIDOR	Professional Services	401-0000-60103	475.00
NAI CONSULTING INC	215070	08/2024 - MAINTENANCE AND OPERAT...	Professional Services	401-0000-60103	975.00
NAI CONSULTING INC	215070	08/2024 - FY 23/24 PMP	Professional Services	401-0000-60103	2,286.00
ORTIZ ENTERPRISES INC.	215074	RELEASE RETENTION HELD FOR STOP N...	Retention Payable	401-0000-20600	14,257.05
ORTIZ ENTERPRISES INC.	215074	08/2024 - DUNE PALMS BRIDGE PROGR...	Retention Payable	401-0000-20600	-42,791.00
ORTIZ ENTERPRISES INC.	215074	08/2024 - DUNE PALMS BRIDGE PROGR...	Construction	401-0000-60188	855,820.00
Fund 401 - CAPITAL IMPROVEMENT PROGRAMS Total:					930,730.05

Fund: 501 - FACILITY & FLEET REPLACEMENT

AUTOZONE	215044	VEHICLE BATTERY	Parts, Accessories, and Upfits	501-0000-60675	273.16
AUTOZONE	215044	VEHICLE BOOSTER CABLES	Parts, Accessories, and Upfits	501-0000-60675	43.49
PYE BARKER	215079	Public Works Yard security upgrade- Tot...	City Bldg Repl/Repair	501-0000-71103	8,014.78
PYE BARKER	215079	Public Works Yard Access Controls Upgr...	City Bldg Repl/Repair	501-0000-71103	-2,145.00
PYE BARKER	215079	Public Works Yard Security upgrade- Ta...	City Bldg Repl/Repair	501-0000-71103	626.90
PYE BARKER	215079	Public Works Yard Control Upgrade- Equ...	City Bldg Repl/Repair	501-0000-71103	8,014.77
QUINN COMPANY	215080	PARTS FOR SKID STEER	Parts, Accessories, and Upfits	501-0000-60675	141.16
WEX BANK	215093	08/26-09/25/24 FUEL	Fuel & Oil	501-0000-60674	10,882.70
Fund 501 - FACILITY & FLEET REPLACEMENT Total:					25,851.96

Fund: 502 - INFORMATION TECHNOLOGY

CHARTER COMMUNICATIONS..	215048	08/15-09/14/24 - WC CABLE (3301) (OLD..	Cable/Internet - Utilities	502-0000-61400	333.19
CHARTER COMMUNICATIONS..	215048	09/15-10/14/24 - WC CABLE (3301)	Cable/Internet - Utilities	502-0000-61400	166.60
FRONTIER COMMUNICATIO...	215060	0912-10/11/24 - X-PARK INTERNET	Cable/Internet - Utilities	502-0000-61400	1,070.00
VERIZON WIRELESS	215089	FY23/24 R/C 07/2-08/1/24 BACKUP SER...	Cable/Internet - Utilities	502-0000-61400	66.96
VERIZON WIRELESS	215089	FY23/24 R/C 07/2-08/1/24 BACKUP SER...	Cable/Internet - Utilities	502-0000-61400	-66.96
VERMONT SYSTEMS INC	215090	E-CHECK & CREDIT CARD FEE INCREASE ...	Software Licenses	502-0000-60301	250.00
VISUAL EDGE IT, INC.	215092	09/2024 - CONTINGENCY EXPENSES	Consultants	502-0000-60104	8,914.92
VISUAL EDGE IT, INC.	215092	09/2024 - IT SERVICES	Consultants	502-0000-60104	33,178.00
Fund 502 - INFORMATION TECHNOLOGY Total:					43,912.71

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Vendor Name	Payment Number	Description (Item)	Account Name	Account Number	Amount
Fund: 601 - SILVERROCK RESORT					
NG VALLEY TREE SERVICE	215071	SILVERROCK RESORT LAKE EDGE CLEAN...	Maintenance	601-0000-60203	5,500.00
Fund 601 - SILVERROCK RESORT Total:					5,500.00
Grand Total:					1,419,204.90

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	315,236.61
201 - GAS TAX FUND	1,633.91
202 - LIBRARY & MUSEUM FUND	24,000.88
215 - LIGHTING & LANDSCAPING FUND	48,285.39
224 - TUMF FUND	14,470.32
235 - SO COAST AIR QUALITY FUND	9,583.07
401 - CAPITAL IMPROVEMENT PROGRAMS	930,730.05
501 - FACILITY & FLEET REPLACEMENT	25,851.96
502 - INFORMATION TECHNOLOGY	43,912.71
601 - SILVERROCK RESORT	5,500.00
Grand Total:	1,419,204.90

Account Summary

Account Number	Account Name	Expense Amount
101-0000-20981	United Way Deductions	32.00
101-0000-20985	Garnishments Payable	223.79
101-0000-42400	Building Permits	24.40
101-0000-42404	Miscellaneous Permits	49.79
101-1002-60101	Contract Services - Admi...	3,500.00
101-1002-60400	Office Supplies	101.94
101-1004-60125	Temporary Agency Servi...	4,247.67
101-1004-60340	Employee Recognition E...	825.00
101-1004-60420	Operating Supplies	10.88
101-1005-60103	Professional Services	1,060.72
101-1006-60103	Professional Services	12,956.22
101-1006-60106	Auditors	20,000.00
101-1007-60403	Citywide Supplies	60.07
101-1007-60470	Postage	43.58
101-2001-60174	Blood/Alcohol Testing	1,004.00
101-2001-60692	Public Safety Camera Sys...	1,300.00
101-2002-60670	Fire Station	510.00
101-2002-61101	Electricity - Utilities	4,883.73
101-2002-61200	Water - Utilities	601.95
101-2002-61304	Mobile/Cell Phones/Sate...	411.58
101-2002-61400	Cable/Internet - Utilities	199.98
101-3001-60135	Boys & Girls Club	20,000.00
101-3002-60107	Instructors	986.70
101-3002-60420	Operating Supplies	809.76
101-3003-60149	Community Experiences	419.00
101-3005-60184	Fritz Burns Pool Mainten...	2,890.76
101-3005-60431	Materials/Supplies	400.00
101-3005-60554	LQ Park Water Feature	880.24
101-3005-60557	Tree Maintenance	9,350.00
101-3005-60690	Uniforms	521.63
101-3005-61102	Electric - Monticello Park...	13.57
101-3005-61103	Electric - Civic Center Pa...	1,932.65
101-3005-61105	Electric - Fritz Burns Park...	1,680.26
101-3005-61106	Electric - Sports Complex...	2,465.51
101-3005-61108	Electric - Colonel Paige -...	350.99
101-3005-61109	Electric - Community Par...	7,171.28
101-3005-61110	Electric - Adams Park - Ut..	47.83
101-3005-61111	Electric - Velasco Park - ...	14.04
101-3005-61113	Electric - Eisenhower Par...	18.33
101-3005-61114	Electric - Desert Pride - U...	13.57
101-3005-61115	Electric - SilverRock Even...	3,308.13
101-3005-61202	Water - Civic Center Park...	9,959.58
101-3005-61203	Water -Eisenhower Park ...	350.19
101-3005-61204	Water -Fritz Burns Park -...	2,773.58
101-3005-61205	Water -Velasco Park - Uti...	186.89

Account Summary

Account Number	Account Name	Expense Amount
101-3005-61206	Water -Desert Pride - Util..	1,294.77
101-3005-61209	Water -Community Park ...	15,729.52
101-3007-60151	VGPS - Visit Greater Palm..	98,442.73
101-3007-60461	Marketing & Tourism Pr...	44,773.58
101-3008-60115	Janitorial	47.76
101-3008-60123	Security & Alarm	1,494.00
101-3008-60667	HVAC	2,920.96
101-3008-60691	Maintenance/Services	750.00
101-3008-61101	Electricity - Utilities	21,009.96
101-3008-61102	Electricity - Charging Stat...	2,924.13
101-3008-61200	Water - Utilities	745.18
101-6003-60690	Uniforms	1,425.37
101-6004-60320	Travel & Training	1,500.00
101-7002-60183	Map/Plan Checking	3,074.00
101-7006-60104	Consultants	190.00
101-7006-60146	PM 10 - Dust Control	322.86
201-7003-60690	Uniforms	521.64
201-7003-61101	Electricity - Utilities	1,112.27
202-3004-60123	Security & Alarm	420.00
202-3004-61101	Electricity - Utilities	6,463.32
202-3004-72110	Building Improvements	14,125.00
202-3006-60123	Security & Alarm	585.00
202-3006-61101	Electricity - Utilities	2,090.61
202-3006-61300	Telephone - Utilities	316.95
215-7004-60431	Materials/Supplies	14,044.76
215-7004-60690	Uniforms	521.63
215-7004-61116	Electric - Utilities	6,556.33
215-7004-61117	Electric - Medians - Utilit...	2,544.55
215-7004-61211	Water - Medians - Utiliti...	24,618.12
224-0000-20320	TUMF Payable to CVAG	14,470.32
235-0000-60186	CVAG	9,583.07
401-0000-20600	Retention Payable	14,257.05
401-0000-60103	Professional Services	40,311.00
401-0000-60188	Construction	876,162.00
501-0000-60674	Fuel & Oil	10,882.70
501-0000-60675	Parts, Accessories, and ...	457.81
501-0000-71103	City Bldg Repl/Repair	14,511.45
502-0000-60104	Consultants	42,092.92
502-0000-60301	Software Licenses	250.00
502-0000-61400	Cable/Internet - Utilities	1,569.79
601-0000-60203	Maintenance	5,500.00
	Grand Total:	1,419,204.90

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
None	**None**	**None**	468,934.57
111205CT	Construction Expense	Dune Palms Bridge Imp/BRLKS-54	855,820.00
111205P	Professional Expense	Dune Palms Bridge Imp/BRLKS-54	2,853.50
111205RP	Retention Payable	Dune Palms Bridge Imp/BRLKS-54	14,257.05
201603P	Professional Expense	La Quinta Landscape Renovation	1,412.50
201606P	Professional Expense	Civic Center Campus Lake/Irrigati	95.00
201804E	Landscape & Lighting Median Islan...	Landscape & Lighting Median Isla	13,573.52
201805P	Professional Expense	Corporate Yard Admin Offices & (975.00
201901P	Professional Expense	Village Art Plaza Promenade & Cu	1,655.00
201902P	Professional Expense	Avenue 50 Bridge Spanning the E	1,740.00
201905P	Professional Expense	Highway 111 Corridor Area Plan I	475.00
202008P	Professional Expense	Avenue 48 Art and Music Line Pr	1,755.00
202101P	Professional Expense	Dune Palms Rd Pavement Rehab-	771.00

Project Account Summary

Project Account Key	Project Account Name	Project Name	Expense Amount
202102P	Professional Expense	Fritz Burns Park Improvements	2,772.50
202205P	Professional Expense	Avenue 50 Widening Improveme	290.00
202225P	Professional Expense	Highway 111 Rehabilitation Proje	2,485.00
202230CT	Construction Expense	Cove Trails Parking Lot Improver	20,342.00
202301P	Professional Expense	Avenue 58 Pavement Rehab (Jeff	817.50
202302P	Professional Expense	Avenue 52 Monroe Street	195.00
202316P	Professional Expense	FY23/24 Pavement Management	975.00
202320P	Cyclone Hilary Professional Expense	Tropical Cyclone Hilary	877.50
202322P	Eisenhower Retention Basin Slope...	Eisenhower Retention Basin Slop	4,137.50
202412P	Professional Expense	FY24/25 PMP - Fred Waring Drive	11,639.50
202413P	Professional Expense	Silverrock Temporary Golf Cart P;	2,103.50
2324PMPP	Professional Expense	FY23/24 Pavement Management	2,286.00
ROCKETE	Mission La Quinta Rocket Launch E...	Mission La Quinta Rocket Launch	419.00
SABE	Hunter Lopez Saber Light Vigil Exp...	Hunter Lopez Saber Light Vigil	47.76
SRRLQE	SRR Development City Expense	SilverRock Development City Exp	5,500.00
Grand Total:		1,419,204.90	

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

City of La Quinta

Bank Transactions 9/30/2024-10/04/2024

Wire Transaction

Listed below are the wire transfers from 09/30/2024-10/04/2024.

Wire Transfers:

09/25/2024 - WIRE TRANSFER - AMERITAS	\$6,382.02
09/25/2024 - WIRE TRANSFER - LINCOLN NATIONAL	\$15,787.82
09/27/2024 - WIRE TRANSFER - CALPERS	\$6,928.52
09/27/2024 - WIRE TRANSFER - CALPERS	\$15,151.89
09/27/2024 - WIRE TRANSFER - CALPERS	\$32,057.86
09/27/2024 - WIRE TRANSFER - LQCEA	\$506.00
09/27/2024 - WIRE TRANSFER - MISSION SQUARE	\$3,950.00
09/27/2024 - WIRE TRANSFER - MISSION SQUARE	\$11,174.30
09/30/2024 - WIRE TRANSFER - MIDAMERICA	\$18,695.42
10/01/2024 - WIRE TRANSFER - STERLING	\$1,308.30
10/04/2024 - WIRE TRANSFER - LANDMARK	\$178,611.25
TOTAL WIRE TRANSFERS OUT	<u>\$290,553.38</u>

City of La Quinta

Purchase Orders 07/1/24 – 09/30/24

Purchase Orders

Listed below are Purchase Orders issued from 07/1/24 – 09/30/24 with a value between \$25,000 and \$50,000 for City Council review.

Vendor	P.O Number	Amount	Purpose
Coachella Horse Park LLC	2425-0055	\$ 25,000.00	FY 24/25 Horse Park Sponsorship
W.D. Young & Sons	2425-0059	\$ 39,200.00	Palm Trees Installation on Hwy 111
Red Terra Nursery LLC	2425-0060	\$ 45,000.00	Landscape Plants
Roto-Lite, Inc.	2425-0080	\$ 32,834.28	Palm Tree Lighting
Shine Illumination	2425-0081	\$ 49,974.00	Holiday Decorations and Lighting
Granicus	2425-0086	\$ 27,640.77	FY 24/25 City Website Hosting & Graphics Design Services
Desert Resort Management	2425-0091	\$ 50,000.00	STVR Security Patrol Services
Rategain Adara, Inc.	2425-0114	\$ 25,000.00	Visitor Spending Data Services
Pye Barker	2425-0116	\$ 29,022.89	Public Works Yard Access Controls Upgrades

City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES WITH THE AMERICAN EXPRESS GOLF TOURNAMENT FOR 2025 THROUGH 2027 FOR IN-KIND SERVICES FOR HOSTING THE GOLF TOURNAMENT IN LA QUINTA

RECOMMENDATION

Approve Amendment No. 1 to Agreement for Contract Services with The American Express Golf Tournament for 2025 through 2027 for in-kind services for hosting the golf tournament in La Quinta; and authorize the City Manager to execute the amendment.

EXECUTIVE SUMMARY

- La Quinta has hosted the tournament at PGA West and La Quinta Country Club since 2012.
- In November 2022, the American Express Golf Tournament (AMEX) extended its sponsorship agreement with the City to host the golf tournament in La Quinta through 2027.
- The City provides AMEX with in-kind services of Police, Fire, solid waste disposal and recycling, and marketing; if approved, proposed Amendment No. 1 (Attachment 1) will add the increasing cost of police/fire services for the week-long event, recycling requirements, and facility usage to the in-kind services and increase the total compensation by \$350,000 for the remainder of the agreement.

FISCAL IMPACT

The City currently provides no monetary compensation to host the tournament, and instead provides the following in-kind services for the event, with an estimated value of \$800,000 over the five-year agreement term (2023-2027):

- Public Safety Services
- Solid Waste Disposal and Recycling Services
- Permits and Inspections
- Cooperative Marketing Program

If approved, Amendment No. 1 will add an additional \$350,000 in services in lieu of monetary compensation for a total contract amount not to exceed \$1,150,000 over the five-year agreement term and add the additional police/fire services, recycling requirements, and use of the Multi-Purpose Room at the Wellness Center to the in-kind services the City provides.

BACKGROUND/ANALYSIS

In 2022, the City executed an agreement with AMEX to host the golf tournament in La Quinta from 2023 through 2027, which provided services valued at \$800,000 over the five-year agreement term in lieu of monetary compensation. Since 2023, event attendance has grown for both the golf tournament and the fan experience concerts, which has increased the need for additional police/fire services.

Proposed Amendment No. 1 will amend Section 1.1 Scope of Services, and related Exhibit A detailing the services the City is to provide; impose additional special requirements under Section 1.8, and related Exhibit D, regarding recycling and organics waste disposal; and increase the total compensation under Section 2.1, and related Exhibit B, from \$800,000 to \$1,150,000 of the agreement as follows:

- Public Safety Services – In order to minimize the impact on residents and traffic, additional services have been added since 2023 and an increase in cost of services estimated through 2027.
- Solid Waste Disposal and Recycling Services – AMEX will adhere to California State recycling and organics waste disposal regulations pursuant to Assembly Bill 2176 (Stats. 2004, Ch. 879, AB 2176 Montanez) and Senate Bill 1383 (Stats. 2016, Ch. 395, SB 1383 Lara) as detailed in revised Exhibit D included in the Amendment.
- Permits and Inspections – post-event clean up and requirements for parking lot off Jefferson Street and Avenue 54.
- Facility Use of the Wellness Center Multi-Purpose Room – City will allow AMEX to use the room for a four-day Volunteer orientation through the use of a subcontractor.

ALTERNATIVES

Staff does not recommend any alternatives.

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

Attachment: 1. Amendment No. 1 to Agreement for Contract Services with AMEX

**AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES
WITH AMERICAN EXPRESS GOLF TOURNAMENT**

This Amendment No. 1 ("Amendment 1") to Agreement for Contract Services ("Agreement") is made and entered into as of the 1 day of November 2024, ("Effective Date") by and between the CITY OF LA QUINTA ("City"), a California municipal corporation and The American Express Golf Tournament, a 501c3. ("Contracting Party").

RECITALS

WHEREAS, on or about November 1, 2022, the City and Contracting Party entered into the Agreement to provide services related to the organization and production of The American Express Golf Tournament, for a total not to exceed amount of \$800,000. The Term of the Agreement expires on January 30, 2027 ("Initial Term"); and

WHEREAS, the City and the Contracting Party mutually agree to amend Section 1.1 Scope of Services, and related Exhibit A, to include in-kind services for use by Contracting Party's third-party vendor of the La Quinta Wellness Center multi-purpose room for volunteers' orientation, in addition to the existing in-kind services of Police, Fire, recycling, and marketing; and

WHEREAS, the City and Contracting Party mutually agree to amend Section 1.8 Special Requirements, and related Exhibit D, obligating the Contracting Party to adhere to California State recycling and organics waste disposal regulations pursuant to Assembly Bill 2176 (Stats. 2004, Ch. 879, AB 2176 Montanez) and Senate Bill 1383 (Stats. 2016, Ch. 395, SB 1383 Lara); and

WHEREAS, the City and Contracting Party mutually agree to amend Section 2.1, and related Exhibit B, to receive in-kind services in lieu of monetary compensation for the remainder of the Agreement Term for an additional \$350,000, for a total not to exceed amount of \$1,150,000.

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

AMENDMENT

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

1. Section 1.1 Scope of Services and related Exhibit A
 - Permits and Inspections – Contracting Party will be responsible for post event requirements of sand remediation in the dirt lot on Jefferson and Avenue 54.
 - Addition of Facility Use – City will allow Contracting Party's third-party vendor the use of the multi-purpose room at the Wellness Center for the volunteers' orientation.

- In all other respects, Exhibit A to the original Agreement shall remain in full force and effect.

2. Section 2.1 Contract Sum is amended to read as follows:

For the services rendered pursuant to this Agreement, Contracting Party shall receive services in lieu of monetary compensation, as detailed in “Exhibit B” (the “Schedule of Compensation”) valued in the total amount not to exceed One Million One Hundred Fifty Thousand Dollars (\$1,150,000) (the “Contract Sum”) during the entire Term (Section 3.4 below) of this Agreement, except as provided in Section 1.7. 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.

3. Section 1.8 Special Requirements and related Exhibit D is amended as detailed in enclosed Exhibit D to this Amendment No. 1 to the Agreement.

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

IN WITNESS WHEREOF, the City and Contracting Party have executed this Amendment No. 1 to the Agreement on the respective dates set forth below.

CITY OF LA QUINTA
a California municipal corporation

THE AMERICAN EXPRESS

JON McMILLEN, City Manager
City of La Quinta, California

PAT MCCABE
Executive Director

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

Public Safety Services

To assist the Tournament Organizer (The Organizer) for The American Express Golf Tournament ("The American Express") in the Police and Fire Public Safety efforts during the term of this Agreement, the City agrees to pay for Police, Fire and EMT Services. These costs will provide a base level of public safety services for The American Express held at the City of La Quinta golf courses. Police and Fire services are in addition to, and do not replace or reduce The Organizer's responsibility to hire adequate security, traffic, and parking staff to manage golf tournament and concerts. Additionally, all permits and applications for the tournament shall be paid-by The Organizer must be submitted to the City no later than sixty (60) days prior to the start of the tournament.

The Organizer shall also provide the following for Police and Fire:

- Office Space to set a Command Center for Public Safety on site.
- Three (3) carts be provided (1 per course) that meet the Fire Department specs.
- Tent, table, and chairs for medical operations.

Solid Waste Disposal and Recycling Services

In an effort to promote the green recycling efforts and maintain solid waste diversion mandates of the City of La Quinta (the "City") and to supplement funding for The American Express, the City agrees to pay for the waste and recycling fees. Additionally, it is recommended that The Organizer have a contract for solid waste/recycle services exclusively with Burrtec (City's provider), and the Organizer MUST submit a recycling plan to the City sixty (60) days prior to the event start.

Permits and Inspections

The City requests and The Organizer shall comply with the following timeline regarding various permits and inspections for The American Express:

One Hundred Twenty (120) days prior to event date: Temporary Use Permit application submitted. This should include all submittal requirements from temporary use permit application.

Ninety (90) days prior to event date: Submittal of Traffic Control Plan and Building and Fire permit(s) for all applicable items (i.e. tents, stages, bleachers).

Forty-Five (45) days prior to event date: Obtain a permit from the Building Division for the structures, tents, stage and temporary electrical installations. The Organizer shall submit a detailed site plan showing all viewing structures, stages and tents with structure dimensions, proposed stairways, ramps and doorways, and shall have structural calculations prepared to the current/applicable California Building Code provided justifying their installation. The City of La Quinta Wind Design is 110 mph (Ultimate) / 85 mph (Nominal) Exposure C and is within the Seismic Design Category D2.

Thirty (30) days prior to event date: Submittal of Encroachment permit and scheduling of all inspections requested by Staff.

Fourteen (14) days prior to event date: Finalize structures and tents, and prepare/schedule structural observation, and fire, health and building department inspections. Structural Observation is required by the Engineer of Record, each structure shall be reviewed for conformance with the approved structural calculations and have a stamped and signed letter submitted to the Building Division prior to the event per the requirements in Section 1704 of the 2016 California Building Code.

Post event: Sand remediation application within 7 days after event ends on parking lot at Jefferson and Avenue 54.

Payment for any and all permits shall be made by The Organizer at the time of application unless the Contract Officer on behalf of the City waives payment for any such permit.

Facility Use

The City will allow the use of the multipurpose room at the Wellness Center for the third-party vendor volunteer training for four (4) days total.

Cooperative Marketing Program

The Organizer and City shall cooperatively work to develop a marketing program that will market The American Express Golf Tournament and the City as a year-round golf resort. Efforts shall include utilization of both the tournament website and PlayinlaQuinta.com websites, and, to the extent feasible, shall use paid search engines to drive traffic to each website. Each website shall have direct links to the other. The Organizer and City shall use its best efforts to increase attendance and expand the reach of tournament production.

The Organizer and City shall use social media, such as Facebook and Twitter, to the maximum extent possible, to promote the tournament and all of its related activities as well as promote the City as a premier tourist destination.

The American Express Media and Advertising Plan

The Organizer shall submit to City its detailed Media & Advertising Plan by September 15 of each contracted year to avoid duplication efforts.

The Organizer will investigate further expanding its marketing coverage in important regional drive markets, inclusive of Los Angeles and Orange County. The City and The Organizer will further use best efforts working together to market the City, The American Express Golf Tournament, and the City's lodging choices to the "driving-distance" market.

The American Express creative graphic design for ads, banners, posters, billboards, ads, etc., shall be submitted by The Organizer to City for review and comment by October 1 of each contract year.

All artwork, radio spots, commercials, digital ads, emails, graphics and other marketing-related tangibles using the name or description of the City, or lodgings or businesses in the City shall be submitted to City for review and comment (if any) with at- least a two-working day turnaround time. The Organizer shall have the obligation to secure any licenses from any lodgings or businesses in the City to use their names or descriptions in any marketing-related tangibles.

The Organizer shall provide the following to the City in an effort to properly promote the event and destination:

Tag the City location in all social media posts either by location tag or in the copy;

Allow City to use all media assets such as photos and videos to promote tournament.

When possible, have a celebrity golf player create a Facebook live or Instagram Story asset mentioning the City of La Quinta and The American Express.

Use radio and TV media for ads to promote The American Express and the City of La Quinta. If radio or TV ads are created by The Organizer, The Organizer shall allow (and hereby grants a license) to the City to use those assets to additionally promote the tournament via radio and TV.

Branding

The Organizer will exercise its best efforts to encourage "The Golf Channel" to include the City of La Quinta in its commercials, promotions, on-air mentions, and advertisements in connection with their broadcast of The American Express. Should The Organizer produce commercials, promotions, and advertisements exclusively for The Golf Channel, The Organizer shall incorporate the City of La Quinta name and logo on all materials as the "host city".

The City of La Quinta name and logo shall be written as "Host City" in all The American Express ads, when possible, to be run in local, regional and national publications that The American Express advertises in.

The City of La Quinta name and logo will be written as "Host City" when possible, on a variety of signage prepared for the tournament, including but not limited to: On-course directional signs, banners located in and around Old Town/Village area, and other signs throughout the City of La Quinta. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La Quinta name and logo will be written as "Host City" when possible, on the official tournament poster. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La Quinta name and logo will be written as "Host City" when possible, on all digital and social media ads. The City will provide a set of guidelines for use of graphics

for all City advertising/marketing handled by The Organizer and said guidelines will outline the use of City logos, scripts, photography, text, and dimensions of graphic elements.

The City of La. Quinta name and logo will be written as "Host City" when possible, on all e-mail blasts and/or notifications from The American Express. The City will provide a set of guidelines for use of graphics for all City advertising/marketing handled by The Organizer, and said guidelines will outline the use of City logos, ' scripts, photography, text, and dimensions of graphic elements.

Events & Other Promotions

The City Manager will be given twelve (12) VIP Passes that include parking passes as well as VIP access to concerts.

The City will be given one hundred twenty-five (125) daily tickets per day Wednesday through Sunday for the sole purpose of promoting the event. No value may be placed upon the badges and tickets other than their face value.

Four (4) media passes for the City Marketing Manager, Marketing Specialist, and advertising agency to promote the tournament during the event.

If there is a charitable distribution event, The Organizer will host the Charity Check Distribution event within the City of La Quinta at a mutually agreed upon location.

In Kind Services

In an effort to move traffic in the safest and most efficient manner possible during The American Express, the City of La Quinta agrees to supply four (4) traffic safety message boards provided the City does not have a traffic safety event elsewhere in the City during the tournament.

The City will install the Street Banners that promote the event and the City of La Quinta's affiliation with The American Express within the Village area of the City. The Organizer shall pay for any other banners to be installed elsewhere within the City of La Quinta at a cost of \$60 per banner. The cost will include installation, removal, and maintenance, as well as a 2-hour response time for maintenance to be completed by the City.

The City will allow The Organizer the use of vacant land space for parking and shuttle services during The American Express on Avenue 54 and Jefferson St. The Organizer is responsible for submitting a traffic plan for the event ninety (90) days prior to the start of the event per Section 3(a)(ii) of these Scope of Services.

The Organizer is required to submit an event plan to the City one hundred twenty (120) days prior to the start of the event per Section 3(a)(i) of these Scope of Services.

Exhibit B
Schedule of Compensation

Pursuant to this Agreement, Contracting Party shall receive services in lieu of monetary compensation, as detailed in the Scope of Services Exhibit A, valued in the total amount not to exceed One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the “Contract Sum”) during the Agreement Term (Section 3.4).

Exhibit D Special Requirements

Large events, drawing more than 2000 people (including employees and volunteers), are required to provide written documentation to the City outlining waste reduction, reuse, and recycling strategies. State law also requires that event organizers provide the City with the type and weight of materials recycled, reused, or diverted as well as the weight of the trash disposed of from the event per State Law AB 2176. The City recommends working with the City's contracted waste hauler on a diversion plan to achieve the requirements.

State Law SB 1383 requires that any event with over 2000 attendees including staff are required to donate edible food that would have otherwise been disposed of. It is the event organizer's responsibility to ensure that the maximum amount of edible food is recovered (i.e. donated instead of thrown away) by the food facilities and food vendors at their event.

"Edible food" means food intended for people to eat but not sold because of surplus, appearance, age, grade, freshness, etc. It includes prepared food, packaged food, and produce.

Contracting Party must establish written agreements with food programs and track the amount, frequency, and types of food donated monthly during any month in which an Event occurs.

The state requires participation.

City of La Quinta

CITY COUNCIL MEETING: October 15, 2024

STAFF REPORT

AGENDA TITLE: APPROVE AMENDMENT NO. 1 TO AGREEMENT WITH COUNTY OF RIVERSIDE FOR ANIMAL SHELTER, FIELD, AND LICENSING SERVICES FOR FISCAL YEAR 2024/25

RECOMMENDATION

Approve Amendment No. 1 with the County of Riverside for animal shelter, field, and licensing services for fiscal year 2024/25; and authorize City Manager to execute the amendment.

EXECUTIVE SUMMARY

- Since 2016, the City has contracted with Riverside County Department of Animal Services (RCDAS) for animal shelter, field, and licensing services.
- The proposed amendment will ensure continuity of the services for fiscal year 2024/25 previously provided by RCDAS.
- All service levels remain the same, and the City will be provided quarterly reports that are detailed in field services.

FISCAL IMPACT

The estimated cost for fiscal year (FY) 2024/25 is \$384,013, this is based on the new rates adopted by the Board of Supervisors. Compared to last year's budget, the new estimated cost is 18% higher. The rates increase is due to full cost recovery by RCDAS. The contract amount is included in the Code Compliance Budget, Animal Shelter Contract Service (Account No. 101-6004-60197). Revenue from dog licensing fees collected by the County will be credited back as a reduction on the monthly statement. In FY 2024/25, the licensing fee revenue is estimated to be \$30,000.

BACKGROUND/ANALYSIS

In 2016, the City contracted with RCDAS to provide animal services including shelter, licensing, and field services. The contract includes a city-dedicated Animal Control Officer, who is responsible for street patrol, related animal enforcement, and community engagement, including but not limited to citations, animal impoundment, shelter, and licensing services.

Both City and RCDAS understand the importance of resident's safety and customer service. Services are evaluated on a regular basis to add special programs based on community needs, such as early patrols at hiking trails to encourage people to leash their dogs.

Main services included in this agreement are:

- One full-time animal control officer,
- After-hours emergency services,
- RCDAS dog license renewals,
- Access to Coachella Valley Animal Campus Center (Thousand Palms),
- RCDAS vehicle and equipment; and
- Option for extended service hours (e.g. weekend/holidays).

Recently there is more attention on euthanasia practices from RCDAS. The City added language to the amendment stating that euthanasia is a non-preferred option and deemed last resort when there is no other outcome for an animal. The City is dedicated to serving the community by hosting vaccine and spay/neuter clinics. In May 2024, the City sponsored the mobile spay/neuter clinic that was provided by RCDAS, and another clinic that was hosted at the Coachella Valley Animal Campus (CVAC) in August 2024. In the months to come there will be additional organizations providing vaccine and spay/neuter services on a consistent basis. Providing these services to the community allows animals to have a better quality of life and reduces the number of animals that go into the shelter.

ALTERNATIVES

Council may elect not to approve this amendment at this time, which would require adding an animal control officer position, the purchase of an animal control vehicle, and contract sheltering and licensing services from RCDAS. An alternative is contracting with a different organization that will provide animal sheltering, licensing, and field services, however, this option is currently not viable, as there is no other agency in the Valley providing these services.

Prepared by: Lisa Chastain, Public Safety Management Analyst

Approved by: Martha Mendez, Public Safety Deputy Director

Attachment: 1. First Amendment to Agreement for Animal Services with Riverside County

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
LA QUINTA AND THE COUNTY OF RIVERSIDE**

This First Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER SERVICES between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”) and the CITY OF LA QUINTA (“CITY”), herein referred to as the “First Amendment”, dated as of the Effective Date (defined herein), amends the Agreement as follows:

RECITALS

WHEREAS, COUNTY and CITY entered into an Agreement for Animal Control Field and Shelter Services Between the City of La Quinta and the County of Riverside for the provision of Animal Control Field and Shelter Services (“Original Agreement”) for a term commencing July 1, 2021 through June 30, 2024; and

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on March 1, 2022, in Minute Order 3.52; and

WHEREAS, the COUNTY has continuously provided the CITY with Animal Control Field and Shelter Services since July 1, 2021; and

WHEREAS, the Agreement authorizes amendments to the Agreement with the approval of the Board of Supervisors of COUNTY and City Council of CITY; and

WHEREAS, COUNTY and CITY desire to extend the term of the Agreement until June 30, 2025; and

WHEREAS, COUNTY and CITY desire to amend the Agreement to reflect changes in the compensation, license fees and payment provisions.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CITY agree as follows:

1. Recitals – The recitals set forth above are true and correct and incorporated herein by reference.
2. Effective Date and Term. “The “Effective Date” of this First Amendment shall be July 1, 2024 and shall terminate on June 30, 2025 unless terminated earlier as provided herein under **Section VI, Termination.**”
3. Exhibit “A,” Exhibit “B” and Exhibit “C” of the Agreement are hereby removed in their entirety and replaced with Exhibit “A-1,” Exhibit “B-1,” and Exhibit “C-1” attached hereto and incorporated herein by this reference.

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
LA QUINTA AND THE COUNTY OF RIVERSIDE**

4. Entire Understanding. This First Amendment and the Original Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Original Agreement.

5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.

6. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

7. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**FIRST AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES BETWEEN THE CITY OF
LA QUINTA AND THE COUNTY OF RIVERSIDE**

IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE

CITY OF LA QUINTA

By: _____
Chuck Washington, Chair
Board of Supervisors

By: _____
Jon McMillen
City Manager

ATTEST:

ATTEST:

Kimberly Rector
Clerk of the Board

Monika Radeva
City Clerk

By: _____

By: _____

APPROVED AS TO FORM:
Minh Tran
County Counsel

APPROVED AS TO FORM:

By: _____
Bruce G. Fordon
Deputy County Counsel

By: _____
William H. Ihrke
City Attorney

CITY OF LA QUINTA
EXHIBIT “A-1”
SCOPE OF ANIMAL CONTROL FIELD SERVICES

The County of Riverside (“COUNTY”), agrees to provide the following Animal Control Field Services for the City of La Quinta (“CITY”), subject to CITY’s reservations of rights hereinbelow:

1. **Provision of Field Services:** The Animal Control Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit “A-1” below.
 - 1.2 **Impoundment:** County shall impound all animals found at large and collect and retain such impound fees as established by COUNTY’s Board of Supervisors.
 - 1.3 **Proper Care and Treatment:** Provide humane care and treatment to any stray or abandoned animal in accordance with State law.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond to all reported bites by dogs, cats, or by suspected rabid or wild animals. COUNTY shall only be responsible for administrative proceedings resulting therefrom. In the event that an administrative proceeding resulting therefrom does not occur, CITY reserves the right for handling criminal proceedings, including appeals and enforcement actions arising thereunder, and COUNTY shall reasonably facilitate and make Animal Control Officers available for such criminal court proceedings. The COUNTY does not provide legal representation.
 - 1.5 **Quarantine:** Quarantine all animals suspected to be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the California Department of Public Health, COUNTY policy and appropriate CITY municipal code (Title 10).
 - 1.6 **Nuisance Animal Complaints:** Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code (“Title 6”) or appropriate City Municipal Code (Title 10). COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom. In the event that an administrative proceeding resulting therefrom does not occur, CITY reserves the right for handling criminal proceedings, including appeals and enforcement actions arising thereunder, and COUNTY shall reasonably facilitate and make Animal Control Officers available for such criminal court proceedings. The COUNTY does not provide legal representation.
 - 1.7 **Dead Animals:** Remove dead animals from the public right-of-way except in such cases where the animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State of California Department of Transportation by telephone, facsimile, email or other means.
 - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees. Ensure an opportunity for members of the public to report lost and found animals online.
 - 1.9 **Kennels and Catteries:** COUNTY shall enforce the prohibition of kennels and catteries as referenced in City Municipal Code Title 10, and Title 9.
 - 1.10 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of CITY’s municipal codes as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. COUNTY shall only be responsible for administrative enforcement proceedings resulting therefrom. The COUNTY does not provide legal representation.
 - 1.11 **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as

described in Section 5 below.

- 1.12 **Complaints:** The CITY and COUNTY shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or problem in the performance of services under this contract. When a complaint is received that requires a response from either PARTY, the CITY and COUNTY representatives designated for addressing complaints shall meet and confer to investigate and address the complaint within a reasonable time period.
2. **Shelter Care and Disposition Services:** The COUNTY shall shelter CITY's animals at the County Animal Shelter, or other COUNTY operated shelter at the COUNTY's discretion, as set forth in Exhibit "B-1."
3. **Provision of Supplies, Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) and equip it with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Vehicles shall be replaced at the COUNTY's discretion. The COUNTY shall fuel and maintain said vehicles. COUNTY shall also provide all other supplies, medications, pharmaceuticals, and equipment necessary for the efficient and effective operation of animal control field services provided herein.
4. **Missing or Stolen Animals:** COUNTY shall file a report with the appropriate law enforcement agency within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.
5. **Priority of Field Services:**
 - 5.1 **Definitions:**
 - 5.1.1 "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of CITY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
 - 5.1.2 "Priority Ranking" refers to the order of priority with which a call will be handled. All calls shall go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is exceptional, as defined in Section 5.4 of this Exhibit "A-1," it shall be referred to the supervisor for evaluation and processing.
 - 5.1.3 "Regular Service Hours" are the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.
 - 5.1.4 "Limited Service Hours" are the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays.
 - 5.1.5 "Holidays" are as those days as established by the COUNTY and the CITY wherein the CITY or COUNTY is closed for service on a day that would otherwise be a regular service day.
 - 5.2 Field service activities shall be performed daily and are generally based on both the Priority Ranking and on Limited Service Hours. All calls involving imminent danger will be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and on Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances. COUNTY shall provide a means for

responding to calls for service that take place during Limited Service Hours which are of an emergent nature pursuant to this Exhibit "A-1." Field service personnel shall be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

5.3 Telephone service: The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit "A-1." The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and requires immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls then be scheduled for response in accordance with this Exhibit "A-1."

5.4 Calls considered as Emergencies to be handled Without Delay:

- 5.4.1 Animals endangering health or safety of the community.
- 5.4.2 Police Department requests for service.
- 5.4.3 Sick or injured stray animals.
- 5.4.4 Animals in distress.
- 5.4.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 5.4.6 Venomous snakes
- 5.4.7 Dead animal removal, Summer months only between June 1 and August 31 during Regular Business Hours

5.5 Calls Considered as Non-Emergency to be handled during Regular Business Hours:

- 5.5.1 Pick-up confined, healthy, stray-animals.
- 5.5.2 Dead animal removal, between September 1 and May 31.
- 5.5.3 Quarantine investigations.
- 5.5.4 Leash law enforcement.
- 5.5.5 Nuisance animal investigations.
- 5.5.6 Permit investigations.

5.6 Exceptions:

The Director of Animal Control or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. COUNTY shall provide a written report within five (5) business days of making a determination that a variation in priority was required. Qualifying incidents will be determined by the responding officer.

6. Quarterly Reports:

COUNTY shall furnish to the City Manager, or designee, quarterly and annual reports detailing field services provided that quarter. Upon reasonable notice to COUNTY, CITY may inspect any facility or records to verify the data contained in the reports.

CITY OF LA QUINTA
EXHIBIT “B-1”
SCOPE OF ANIMAL SHELTERING SERVICES

The County of Riverside, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following Animal Shelter Services for the City of La Quinta (“CITY”). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY’s animals at the Coachella Valley Animal Campus (“Shelter”), or other shelter operated by COUNTY at COUNTY’s discretion.

The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty-four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services” shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter’s website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed, microchipped, and spayed/neutered and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner’s expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals at the rate as set forth in **Exhibit “C-1,”** Payment Provisions.
 - h. “Care” includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. “Adoptable Animal” shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal’s health in the future. Dogs declared “vicious” or “potentially dangerous” under State and/or local laws shall be deemed unadoptable.
3. “Treatable” shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. “Treatable” shall also mean an animal with behavioral

conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

4. “Untreatable Animal” shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. “Impounded Animal” shall include animals found running at large, removed from private property, or that are taken into the shelter by COUNTY or law enforcement.
6. “Seized Animal” shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals:** COUNTY shall provide adequate care and treatment of CITY’s animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided:** COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY’s policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY’s policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies:** COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods:** COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.
7. **Euthanasia:** Euthanasia is a non-preferred option and is to be used as a last resort when deemed there is no other outcome for an animal. Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal’s owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method. COUNTY shall continue to work toward the goal of a 90% live release rate (commonly referred to as “No Kill” facility) and provide periodic updates through the Ad-Hoc approved by Riverside County Board of Supervisors on July 30, 2024.
8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies

Control and Prevention, State law, and COUNTY and CITY policy, all animals suspected of being rabid, or involved in a bite investigation.

- a. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter. Quarantined animals may be quarantined at the owner's home or an alternate location.
9. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate.
 - a. **Animals Surrendered by their Owners:** Owner Surrenders will be impounded on a case by case basis. Diversion programs will be offered to assist with pet retention. CITY shall direct their constituents to consult with COUNTY to surrender their pet. COUNTY will offer CITY's constituents assistance through diversion programs.
 10. Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate. COUNTY Animal Control Officers shall refer constituents requesting to surrender their animal to COUNTY for a diversion consultation. CITY shall not accept owner surrenders in the field prior to the constituent consulting the COUNTY.
 11. **Wildlife:** COUNTY Animal Control Officers will work with constituents to ensure public safety while maintaining wildlife in the wild. COUNTY Animal Control Officers will triage wildlife reports to determine the appropriate response. Wildlife will be impounded if there is a public safety hazard, if the animal's welfare is at risk, if the animal is injured or orphaned, if the animal has been involved in a bite, or involved in an animal cruelty investigation.
 12. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious animal/dangerous animal, as defined and set forth in CITY's municipal codes (Title 10), and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at direction of the CITY. COUNTY staff will be available to assist the CITY with any vicious or potentially dangerous dog prosecutions as required.
 13. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY. Animal Control Officers shall attempt to return animals in the field prior to delivering the impounded animal to the shelter. Animal Control Officers shall scan animals in the field for microchips, call phone numbers on tags or research license numbers in an effort to reunite animals in the field.
 14. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight

- e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.
15. **Enforcement:** Enforce all relevant provisions of COUNTY and CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
 16. **Adoption:** Animals identified as being available for adoption shall be up for adoption in the shelter or off-site location, or by posting online.
 17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751.3. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.
 18. **Microchipping:** In accordance with California Food and Agricultural ("F&A") Code Sections 31108.3 and 31752.1, COUNTY shall ensure that all dogs and cats being reclaimed, adopted, or transferred to a new owner are microchipped with current information prior to leaving the shelter.
 19. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108 and 31752 that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. The public or private shelter or organization must be approved by COUNTY prior to the transfer of any animals. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
 20. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
 21. **Community Cat Program (CCP):** COUNTY shall determine a cat's eligibility for the CCP. If it is determined that a cat is eligible, the cat will be spayed/neutered, vaccinated, and eartipped. Once cat has recovered, the cat will be returned to place of origin.
 22. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.

23. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.
24. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
25. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
26. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.
27. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.
28. **LICENSE FEES (Section 2 of Riverside County Ordinance 630):** Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY's Board of Supervisors, from time to time.
29. **RABIES VACCINATION CERTIFICATE DATA:** Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY's website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.
30. **COLLECTION OF LICENSE FEES:** CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain \$11.92 per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the total of

\$11.92 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data entered into COUNTY’s licensing database.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:** Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at \$21 per animal, per day for horses and cattle, and \$12.60 per animal, per day for swine, goats and sheep in accordance with COUNTY’s Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.

2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY’s boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY’s current fee schedule.

3. **Outreach Activities:** CITY shall work with COUNTY to promote responsible pet ownership, lost and found animals, mutually agreeable animal welfare programs, Spay/Neuter Services, and through its own social media pages. If requested by CITY, the daily flat rates for vaccination clinics or spay/neuter clinics shall be billed based actual outreach days scheduled at the rates below:
 - a. Vaccination or Spay/Neuter Clinic: The cost includes staff, vaccinations and microchips, free to constituents with two hundred (200) animal cap per event for vaccination clinic OR thirty (30) animal cap per event for spay/neuter. The clinics are billed on actual use.

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**CITY OF LA QUINTA
EXHIBIT “C-1”
PAYMENT PROVISIONS**

City of La Quinta (“CITY”) shall compensate the County of Riverside (“COUNTY”) on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by the CITY’s Master Fee Schedule, as amended from time to time, and COUNTY’s Board of Supervisors’ fee schedule, as amended from time to time; relative to the services to be performed under this Agreement as follows:

Field and Shelter Services Estimate

Service	Quantity	Cost	Annually	Monthly
Full Time Animal Control Officer	2,080	\$286,790.40 ea.	\$286,790.40	\$23,899.20
Estimated Overtime*	139.30	\$178.66/hour	\$24,887.34	\$2,073.95
Animal Sheltering**	1,216	\$35.81/day	\$43,544.96	\$3,628.75
Wildlife Impounds**	29	\$144.90/per	\$4,202.10	\$350.18
Deceased Animal Pick-Up and Disposal**	120	\$73.50/per	\$8,820.00	\$735.00
O&M **	233	\$11.40/impound	\$2,656.20	\$221.35
License Processing***	1,100	\$11.92 per license	\$13,112.00	\$1,092.67
Total Estimated Cost**			\$384,013.00/FY	\$32,001.10/month

*Overtime/stand-by field services \$178.66 per hour (minimum of two (2) hours per call, with a two (2) hour charge per each call).

** Cost will fluctuate based on actual overtime, wildlife calls and deceased animal pickups. Optional Services are not included in the total.

**Rates are subject to change as adopted by the Board of Supervisors, as specified in Section III of this Agreement.

***License processing cost may vary based on number of licenses sold. COUNTY shall retain \$11.92 for each license sold, and remaining balance of license will be credited back to the CITY on a monthly basis.

Sheltering:

Animal Sheltering costs at the Coachella Valley Animal Campus is \$35.81 per kenneling day, and it would be billed based on actual impounds. COUNTY shall provide CITY with a monthly invoice that includes actual impound statistics. The invoice will detail the number of animals impounded and the total number of kenneling days, plus all other applicable fees.

Operational and Maintenance (O&M):

O&M is charged at \$11.40 per stray dog or cat impound.

Livestock and Other Impound Fees:

Large Animal Sheltering @ \$21/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on actual use).

Large Animal Sheltering @ \$12.60/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use).

Wildlife impound fee: \$144.90 per impound

Deceased animal pickup fee: \$73.50 per animal

Optional Services

Daily flat rates for shot clinics and/or spay and neuter bus services will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

Shot Clinic or Spay and Neuter Bus Services:

\$3,000 per event flat rate billed actual use**

(The cost to provide three (3) clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by CITY.

MARKETING QUARTERLY REPORT

July 1, 2024 - September 30, 2024

Print Marketing

- Dreamscapes Magazine
- 425 Magazine
 - NW Travel & Life
 - SouthSound

OOH Campaigns

- Palm Springs Airport

Radio Campaigns

- Recycle Ads
- SB 1383 Ads
- IRONMAN 70.3



La Quinta

LA QUINTA'S DESERT LANDSCAPES OFFER OUTDOOR ADVENTURES AND VIBRANT PUBLIC ART WITH A DASH OF HOLLYWOOD HISTORY

BY LENORE GREINER

At the foot of the Santa Rosa Mountains, now washed in a golden afternoon sun, the desert landscape is a temperate average of 75 degrees. Aerial water smoke rises and people sand between them, this desert city draws bikers and bikers, families and art lovers, shoppers and tourists.

Play Outside
Popular with local and visiting cyclists, this scenic destination recently published miles of new trails with visually appealing trail green reflective paint for safety. Advanced trails, bikers can take parallel dirt bike paths. Outside town, mountain bikers can tackle off road clear and technical trails. Bring your own bike or rent a cruiser at Village Pedals. If you want to go further and faster, rent an e-bike from Pedego Electric Bikes.

Electric Bikes
Available for all skill levels, trail park paths offer an unspoiled trail or to take a more rugged mountain route. Whether hiking or biking, head to the First World Natural Preserve, a natural desert park and wildlife habitat with trails winding past palm viceroy and crows nests. Carry lots of water and watch for cacti, such as the native cholla cactus.

The La Quinta Civic Center has a variety of group classes in partnership with Friends of the Desert Museum from October to April. Join a night-time Star Party in the Mountains sky and study the night sky through telescopes and binoculars. For fun on biking, hiking and is city parks, download the Sky, Trails and Parks Map on Apple, Google or find one at City Hall.

An Enchanting Historic District
Inspired by Casart, CA, modern the upscale and cobblestone streets of Old Town La Quinta for its creative and architectural charm. Explore approach landscapes and art galleries for jewelry, gift apparel or gifts. Afternoon, find a cafe for dining local style, afternoon under shade of bougainvillea.

La Quinta's Hollywood History
Explore local history at the La Quinta Museum with Andy Blawie's so many long road depicting the ranch and history in the local history gallery. Meet about the earliest residents, the desert coachella Indians, one of the few higher masonry cultures with dug wells.

Travel Planner
For more travel information about La Quinta, visit PlayInLaQuinta.com



Digital Marketing

Play In La Quinta
Sponsored

Meet the People Who Make the Gem of the Desert Shine.

CHRIS CHMIELAK
DESERT CLUB

PLAYINLAQUINTA.COM
Uncover the Gems of LQ

[Learn more](#)

Play In La Quinta
Sponsored

Meet the People Who Make the Gem of the Desert Shine.

PLAYINLAQUINTA.COM
Uncover the Gems of LQ

[Learn more](#)

Play In La Quinta
Sponsored

It could be the Coachella Valley sun, but brunch dates hit different here. Let's chalk that up to our charm.

playinlaquinta.com
Sunshine Guaranteed
Visit La Quinta, CA

[Learn more](#)

Play In La Quinta
Sponsored

Whether on the court or the course, there are plenty of ways to play in La Quinta. Now, step up and swing away.

playinlaquinta.com
Plenty of Ways to Play
Play in La Quinta

[Learn more](#)


Anita & Chris
Chimlek
RD RNNR
DSRT CLUB

Linda Williams
LA QUINTA
HISTORICAL
SOCIETY

HUNTER LOPEZ LIGHTSABER VIGIL

MONDAY, AUGUST 26 | 7:00PM | CIVIC CENTER CAMPUS

Join us for a lightsaber vigil to honor
Marine Cpl. Hunter Lopez
 and his fellow service members who lost their lives in the August 2021 attack at the Kabul airport in Afghanistan.
 Let's come together to remember their sacrifice.



La Quinta

CANDLELIGHT VIGIL

9/11
 WE WILL NEVER FORGET

WEDNESDAY, SEPTEMBER 11 | 7:00 PM
 LOCATION CHANGE: LA QUINTA WELLNESS CENTER



Scan the QR code to learn more about the 9/11 Monument at Civic Center Campus as well as education of the tragic events that occurred that day.

La Quinta

Elevating Our Future Together

State of the City



La Quinta

SEPTEMBER IS HUNGER ACTION MONTH

ADVOCATE | DONATE | VOLUNTEER

La Quinta

To Donate or Volunteer Please Visit:
www.findfoodbank.org

VETERANS RECOGNITION Ceremony

Join us as we honor our La Quinta residents who have served in the military and recognize the sacrifices of all service members.

Monday, November 11 | 9 A.M.
City Hall Courtyard

Parking is available in the north and south parking lots. Seating is on first come, first serve basis.



SAVE THE DATE

DECEMBER 8, 2024



To learn more, visit:
LaQuintaCA.gov/ironman

IRONMAN 70.3
 TRINIDAD, VIRELLAS & LA QUINTA

La Quinta
 GEM of the DESERT

Dive-in MOVIE Night

Now Showing



Friday, August 9 at 7:30pm
 at Fritz Burns pool. For more information, please visit:
laquintaca.gov/fbpool.

DESERT

La Quinta

MISSION LQ: ROCKET LAUNCH

Saturday, October 5, 2024 | 8 AM - 10 AM

At SilverRock Park | 51900 Silverrock Way, La Quinta, CA 92253
 This event is FREE and fun for ages six and up.

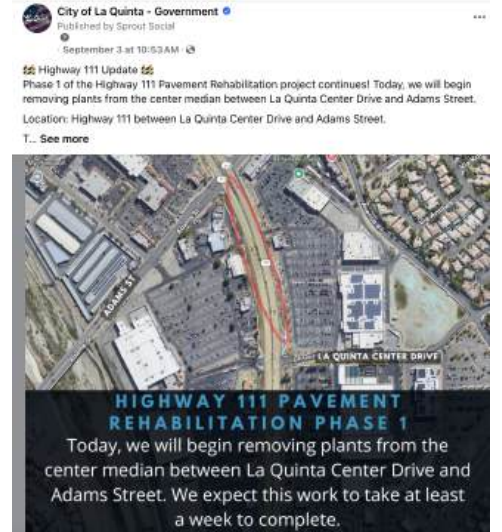


La Quinta

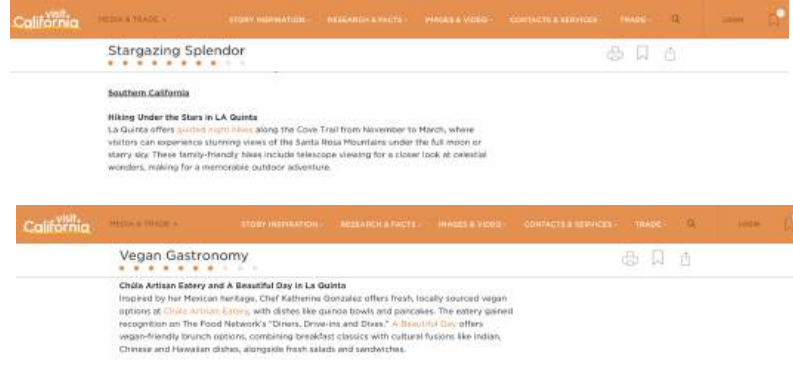
Social Media Campaign

Facebook/Twitter/NextDoor/Instagram

- City Council Meeting & Recaps
- Road Improvements / Traffic Alerts
- The Gem
- Burrtec Community Tips
- SB 1383 Education
- Hunger Action Month
- Dune Palms Bridge Project
- Fritz Burns Pool Updates
- Pillar of the Community Awards
- Veterans Nominations
- Veterans Program
- 9/11 Candlelight Vigil
- Hunter Lopez Lightsaber Vigil
- SilverRock Resident Cards
- Animal Services
- Public Meetings New Website
- Library/Creation Station Services
- Museum Exhibits
- Flag Repository
- Wellness Center Services
- Art in Public Places
- New Business Shout Outs
- IRONMAN 70.3 Save the Date
- State of the City
- Blood Drives
- IID Conserve Alerts
- Highway 111 Rehabilitation Project Phase I
- Park Installation Projects
- Desert Recreation District Events
- CV Link Updates



- 1st Quarterly Newsletter to National Media Partners
- Visit California July "Stargazing Splendor" (Night Hikes)
- Visit California August "Vegan Gastronomy" (Chula & Beautiful Day)
- World Atlas August "9 Best Small Towns in California to Visit in 2024)



WorldAtlas CONTINENTS COUNTRIES GEOGRAPHY EDUCATION SOCIAL SCIENCE

Also known as the "Gem of the Desert," La Quinta is a desert resort destination with some fascinating landmarks. Travelers may appreciate La Quinta Museum, a cultural art landmark with local history finds and some old mural photography that is reminiscent of the first Cahuilla Indian village settlement days. At Lake Cahuilla Veterans Recreation Area, nature lovers can enjoy the best lakeside camping sites and awesome mountain goat sightings within *Coachella Valley*! Park lovers can also take on the Civic Center Campus for 17.5 acres of solitude and peaceful photography.

Marvyn's Magic Theater has many entertaining and intimate magical comedy shows for all types of tourists; it even has events coming in October 2024! For golfers, SilverRock Resort is a must-visit for Palm Springs-like beauty and is considered a "mecca" for sporting enthusiasts who admire sprawling hills and pretty sands. One can check out the La Quinta Cliffhouse for New American cuisine and the best mountainside scenery for travelers needing spectacular outdoor arrangements.



La Quinta vs. Scottsdale

If you're looking for a desert destination with all of the sun and none of the crowds, head to **La Quinta**. The slow pace of life, charming town and sunny weather make it an ideal winter escape. Unlike busy Scottsdale, La Quinta offers a more relaxed and tranquil experience.

Madden | Newsletter

NEWSLETTER REVIEW

Hidden Gem of the Coachella Valley

- **Topic:** Discover the Charm of La Quinta, California
- **Recipients**
 - Madden shared La Quinta's media newsletter to a curated database of 295 writers, including local La Quinta contacts
 - **Noteable Opens:**
 - Samantha Leal (Freelance Writer, *Well + Good, The Zoe Report*)
 - Susmita Baral (Editor, *Travel + Leisure*)
 - Chris Dong (Freelance Writer, *Washington Post, AFAR, Travel + Leisure*)
 - Peter Terzian (Features Editor, *Travel + Leisure*)
- **Open Rate**
 - Open rate: 61.4%



Expanded Branding Elements

What is a Pillar?

The Pillar of the Community award is a prestigious recognition given to individuals who have made exceptional and sustained contributions to the well-being and betterment of their community. The award recognizes the "Pioneers" of the desert who have made significant contributions to the beautiful City of La Quinta.

Award Qualifications:

- Candidates must be or have been a resident of La Quinta for a minimum of 10 years.
- Candidates must have dedicated a minimum of 10 years of service to the community of La Quinta in one or more of the following areas:
 - Community Engagement & Leadership** - Taking part and/or leading efforts to improve the local community and address community issues.
 - Public Service** - Employment or involvement in public service fields.
 - Volunteer Efforts & Philanthropy** - Donation of time or services to local organizations.

PILLAR OF THE COMMUNITY NOMINATION FORM

For Questions please contact: **Michael Peterson**
Email: michael.peterson@laquinta.gov
Phone: 760.777.9376

La Quinta
A City of the Desert
78495 Calle Tampico, La Quinta, CA 92253

CLICK HERE to Return to Agenda

La Quinta
YOUR CITY. YOUR BUSINESS. YOUR FUTURE.

New Virtual Art Tour Website!

Expanded Marketing Promotion

BLOOD DRIVE

Scan the code to make your next appointment!

PROUDLY HOSTED BY

City of La Quinta
at City Hall South Parking Lot

Wednesday, Sept. 11
9 AM to 3 PM
78495 Calle Tampico, La Quinta
in the bloodmobile

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

The Online Donor Store is back! Donors will earn points with every donation to redeem for e-gift cards and exclusive items. For more information, visit lstream.org/donorstore.

GIVE LOVE GIVE LOVE GIVE LOVE

LifeStream Blood Bank

THE CITY HAS A NEW WEBSITE TO VIEW PUBLIC MEETINGS

The City of La Quinta has introduced new websites to view public meetings.

Visit www.laquintaca.gov/livemeetings and click the play button for live viewings.

Visit www.laquintaca.gov/pastmeetings to view archived videos of public meetings.

La Quinta

The splash pad at **LA QUINTA PARK IS OPEN**

Daily From **8 AM - 8 PM**

CVLINK CONSTRUCTION ALERT

CROSSWALK IMPROVEMENT AT WASHINGTON & CHANNEL DR.
NIGHTTIME WORK
JULY 1-3 2024 | 9:00 PM. - 5:00 AM

LANE CLOSURES & TRAFFIC CONTROL

Project Hotline: 1-811-4CV-LINK (428-5465) | Email: Info@CoachellaValleyLink.com | Visit: www.CoachellaValleyLink.com

EISENHOWER DRIVE - PROPOSED ROAD DIET

Eisenhower Drive South of Calle Tampico

Legend:

- Proposed: 3 Drive Lanes with Blue Lane and Parking Each Way
- Proposed: 2 Drive Lanes with Blue Lane and Parking Each Way
- Proposed: 2 Drive Lanes with Blue Lane Each Way
- Future: 10' Green Blue Path
- Future: Arts and Music Line (Proposed) Co-Street Blue Path/Lane

The City is reviewing options to reduce speed, provide bicycle connection, and increase safety on Eisenhower Drive south of Calle Simola.

If you would like to provide input or feedback, we encourage you to attend the July 16 City Council meeting.

Eisenhower Drive Proposed Road Diet Study Session
Tuesday, July 16
4:00 PM
La Quinta City Hall
78495 Calle Tampico
Council Chambers

La Quinta

CHANGES IN PURCHASING SILVERROCK RESIDENT GOLF CARDS

WELLNESS CENTER - 78450 AVENIDA LA FONDA LA QUINTA, CA

During holidays and on the first Saturday of each month from November to April, residents can purchase their SilverRock resident golf cards by appointment. To schedule an appointment, please call the Wellness Center at 760.564.0096.

La Quinta

CVAG

How's your connection?

WiFi Survey

The purpose of this survey is to learn about broadband connectivity in the Coachella Valley at home or work.

- Takes 5 minutes to complete
- Responses are anonymous and confidential

bit.ly/CVbroadband

Please complete by June 30th

[CLICK HERE to Return to Agenda](#)

Palm Springs Airport Commission Report – September 12, 2024 Special Meeting Discussion and Action Items:

Strategic Plan Overview – InterVISTAS representatives presented an overview on 2025-2029 Strategic Plan: Vision, Mission, Values Strategic Priorities, Goals & Initiatives, and Performance Targets (KPIs).

Emerging Vision, Mission and Values for PSP – A great deal of discussion took place regarding the need to get the mindset right in order to drive shared ownership of the values of customer service, safety, stewardship from the staff of employees from all groups (City staff, airlines, TSA and vendor), as well as considering the needs and interests of those employees in order to have their buy-in and cooperation.

Emerging 5-Year Strategic Priorities for PSP – Priorities: People & Culture; Operational Excellence; Partnerships; Infrastructure; and Sustainability.

Next Steps – 3-month plan explained by Harry Barrett: Seeking to get the immediate and longer-term initiatives and milestones through to the completion of the Strategic Plan by December 2024.

Master Plan Workshop – Rental car facility concerns by City Council regarding visuals and traffic impacts of El Cielo, etc. is the key hold-up to getting any expansion / reconfiguration plan approved. Additionally, the Council has made it clear that any proposed plan needs to respect the current historic designation of the Wexler designed West façade - - that is non-negotiable. Developing North and South rental car location alternatives. The discussion focused on South location alternative. The Airport Commission has been designated to be the working group for making recommendations. The consultants' joint recommendation is to use the alternative with the Rental Car Facility being close to the terminal on the North side.

Financial costs need to consider both capital and operating costs, i.e. property acquisition, shuttles, temporary relocations of some service areas, etc. The Commission agreed upon narrowing it down the location of the rental car facilities to one North option and one South option. The North option makes far more sense in all operational aspects and convenience to travels, though it poses concerns about height and aesthetics of the facility while maintaining the preservation of the historic west façade of the main building which significantly adds to the overall cost of the project.

Capital Planning / Program Schedule – 5-year capital program categories: Airfield Infrastructure (14 projects @ \$100M); Landside Infrastructure (13 projects @ \$467M, \$448M for consolidated rental car facility); (13 projects @ \$142 M); Airport Vehicles (9 projects @ \$7M); Terminal (28 projects @ \$594M); Airport Facilities (9 projects @ \$142 M); and Planning, Environmental & Contingency (4 projects @ \$33M). Next set of projects are planned to be ready to bid by May, 2025.

Next Commission Meeting: September 18, 2024, 5:30 PM

Attachment: 1. PS Airport Commission Special Meeting Agenda, dated September 12, 2024



AIRPORT COMMISSION SPECIAL MEETING AGENDA
 Airport Conference Room, Palm Springs International Airport
 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262
 Thursday, September 12, 2024 – 9:00am to 5:00 P.M.

To view/listen/participate virtually in the meeting live, please contact Andrew LeCompte at andrew.lecompte@palmsspringsca.gov or the following telephone number (760) 318-3832 to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, in order to access the meeting and offer public comment. Registration is not required to attend the meeting in person.

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

TELECONFERENCE LOCATION(S):

Commissioner Bryan Ebensteiner – Palm Springs 224 Hawthorne St. Brooklyn, New York 11225	
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Each location is accessible to the public, and members of the public may address the Airport Commission from any of the locations listed above. Any person who wishes to provide public testimony in public comments is requested to file a speaker card before the Public Comments portion of the meeting. You may submit your public comment to the Airport Commission electronically. Material may be emailed to: andrew.lecompte@palmsspringsca.gov - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record.

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

City of Palm Springs:		Riverside County:	City of Cathedral City:	City of Palm Desert:
Kevn J. Corcoran – Chair	David Feltman	Margaret Park	Christian Samlaska	Kevin Wiseman
Dave Banks	J Craig Fong	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Todd Burke – Vice Chair	Ken Hedrick	Robert Berriman	Denise Delgado	Keith Young
Daniel Caldwell	Tracy Martin	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Bryan Ebensteiner	Samantha McDermott	Geoffrey Kiehl	Jan Pye	Rick Wise
Palm Springs City Staff				
Scott C. Stiles	Harry Barrett Jr., A.A.E.		Jeremy Keating	
City Manager	Airport Executive Director		Assistant Airport Director	

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. DISCUSSION AND ACTION ITEMS:**
 - 6.A** Strategic Plan Workshop
 - 6.B** Master Plan Workshop
 - 6.C** CIP Programming Workshop
- 7. COMMISSIONERS REQUESTS AND REPORTS**

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on September 18, 2024, at 5:30 P.M.

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on September 9, 2024, in accordance with established policies and procedures.

PUBLIC NOTICES

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

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

Palm Springs Airport Commission
September 18, 2024 Meeting Notes by
Commissioner Geoffrey Kiehl

Palm Springs Airport Commission Report – September 18, 2024 Meeting Discussion and Action Items:

Master Plan Landside Alternatives – South alternatives for the new Rental Car Facility – was narrowed to the one which puts a five-story above ground facility on a parcel which would still need to be acquired. The North alternative is still the alternative preferred by staff, the consultants and the Commission.

Agua Caliente Concourse Activation Space – The latest renderings were reviewed and discussed. The customer experience is significantly increased from prior renderings. Comfort, utility and aesthetics are the priorities. No references to gambling. Revenues to the airport are expected to be around \$800k higher than that received from the existing vendors.

FY 24 Budget vs. Actuals – An excellent new summary report format was presented.

Concessions Update – New concessions now open: Nine Cities, Hey Joshua, Las Palmas Oasis, InMotion, Cactus to Clouds, Uptown Essentials. Six more concessions are in progress thru the next nine months.

Capital Planning / Program Schedule – 5-year capital program categories: Airfield Infrastructure (14 projects @ \$100M); Landside Infrastructure (13 projects @ \$467M, \$448M for consolidated rental car facility); (13 projects @ \$142 M); Airport Vehicles (9 projects @ \$7M); Terminal (28 projects @ \$594M); Airport Facilities (9 projects @ \$142 M); and Planning, Environmental & Contingency (4 projects @ \$33M). Next set of projects are planned to be ready to bid by May, 2025.

Next Commission Meeting: October 16, 2024 at 5:30 PM.

Attachment: 2. PS Airport Commission Meeting Agenda, dated September 18, 2024



AIRPORT COMMISSION MEETING AGENDA

Airport Conference Room, Palm Springs International Airport
 3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262
 Wednesday, September 18, 2024 – 5:30 P.M.

To view/listen/participate virtually in the meeting live, please contact Andrew LeCompte at andrew.lecompte@palmsspringsca.gov or the following telephone number (760) 318-3832 to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, in order to access the meeting and offer public comment. Registration is not required to attend the meeting in person.

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

TELECONFERENCE LOCATION(S):

Commissioner J. Craig Fong – Palm Springs Summerfield, Defford, Worcestershire, England WR89BG, United Kingdom	Commissioner Bryan Ebensteiner – Palm Springs 224 Hawthorne St. Brooklyn, New York 11225
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To view Airport Commission meeting videos click on [YouTube](#).

City of Palm Springs:		Riverside County: Margaret Park	City of Cathedral City: Christian Samlaska	City of Palm Desert: Kevin Wiseman
Kevn J. Corcoran – Chair	David Feltman			
Dave Banks	J Craig Fong	City of Indian Wells: Robert Berriman	City of Coachella: Denise Delgado	City of Rancho Mirage: Keith Young
Todd Burke – Vice Chair	Ken Hedrick			
Daniel Caldwell	Tracy Martin	City of La Quinta: Geoffrey Kiehl	City of Desert Hot Springs: Jan Pye	City of Indio: Rick Wise
Bryan Ebensteiner	Samantha McDermott			
Palm Springs City Staff				
Scott C. Stiles		Harry Barrett Jr., A.A.E.		Jeremy Keating
City Manager		Airport Executive Director		Assistant Airport Director

- 1. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- 2. POSTING OF AGENDA**
- 3. ROLL CALL**
- 4. ACCEPTANCE OF AGENDA**
- 5. PUBLIC COMMENTS:** Limited to three minutes on any subject within the purview of the Commission
- 6. APPROVAL OF MINUTES:** Minutes of the Airport Commission Regular Meeting of March 20, 2024 and April 17, 2024
- 7. DISCUSSION AND ACTION ITEMS:**
 - 7.A** Marketing and Air Service Update
 - 7.B** Master Plan Landside Alternatives
 - 7.C** Agua Caliente Concourse Activation Space
 - 7.D** FY24 Budget Vs. Actuals
 - 7.E** Concessions Update
 - 7.F** Projects and Airport Capital Improvement Program Update
- 8. EXECUTIVE DIRECTOR REPORT**
- 9. COMMISSIONERS REQUESTS AND REPORTS**
- 10. REPORT OF COUNCIL ACTIONS:**
 - 10.A** Past City Council Actions
 - 10.B** Future City Council Actions
- 11. RECEIVE AND FILE:**
 - 11.A** Airline Activity Report June and July 2024
 - 11.B** Airline Activity Report Fiscal Year Comparison
- 12. COMMITTEES:**
 - 12.A** Future Committee Meetings
 - 12.B** New Committees Assignment Roster

ADJOURNMENT:

The Airport Commission will adjourn to a Regular Meeting on October 16, 2024, at 5:30 P.M.

Airport Commission Meeting Agenda
September 18, 2024 – Page 3

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Airport Executive Director, City of Palm Springs, California, hereby certify this agenda was posted on September 12, 2024, in accordance with established policies and procedures.

PUBLIC NOTICES

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

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