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HOUSING COMMISSION AGENDA

CITY HALL COUNCIL CHAMBER
78495 Calle Tampico, La Quinta

SPECIAL MEETING **THURSDAY, APRIL 9, 2026, AT 5:00 P.M.**

Members of the public **may listen to this meeting by tuning-in live via www.laquintaca.gov/livemeetings**; past meetings are available through the video archive via www.laquintaca.gov/pastmeetings **Closed captions in English and Spanish are available to all users through this video streaming service.**

CALL TO ORDER

Roll Call: Commissioners Christopherson, Lewis, Pacheco, Paltin, and Chair Gaeta-Mejja

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

At this time, members of the public may address the Commission on any matter not listed on the agenda pursuant to the "Public Comments – Instructions" listed at the end of the agenda. The Commission 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 [Gov. Code § 54954.2(b)].

CONFIRMATION OF AGENDA

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS – None

CONSENT CALENDAR

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

1. RECEIVE AND FILE MEETING MINUTES DATED DECEMBER 10, 2025

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BUSINESS SESSION

1. RECOMMEND HOUSING AUTHORITY (1) APPROPRIATE FUNDING FOR FISCAL YEAR 2025/26; AND (2) APPROVE AGREEMENT FOR CONTRACT SERVICES WITH FRONTLINE FACILITY SOLUTIONS, LLC, FOR PROPERTY MANAGEMENT SERVICES FOR DUNE PALMS MOBILE HOME ESTATES

STUDY SESSION – None

DEPARTMENTAL REPORTS – None

COMMISSIONERS’ ITEMS

ADJOURNMENT

The next regular meeting of the Housing Commission will be held on June 10, 2026, commencing at 5:00 p.m., at the La Quinta City Hall Council Chamber, 78495 Calle Tampico, La Quinta, CA 92253.

DECLARATION OF POSTING

I, Laurie McGinley, Secretary of the Housing Commission of the City of La Quinta, do hereby declare that the foregoing Agenda for the Commission meeting was published in accordance with the Brown Act [Gov. Code § 54954.2] on the City’s website, accessible directly from the City’s home page through the “Calendar / Public Meetings” icon link, and posted at the City Hall bulletin board, located near the entrance to the Council Chamber at 78495 Calle Tampico, La Quinta, CA 92253, on April 8, 2026, which is freely accessible to members of the public.

DATED: April 8, 2026



Laurie McGinley, Commission Secretary
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, CA 92253; and 2) on the City’s website at www.laquintaca.gov/publicmeetings in accordance with the Brown Act [Gov. Code §§ 54954.2, 54956, and 54957.5].
- The La Quinta City Council Chamber is wheelchair accessible. If hearing assistance equipment is needed, please contact the City Clerk’s office at (760) 777-7147, 24-hours in advance of the meeting and accommodation will be made.

- If background material is to be presented to the Commission during a Commission meeting, please be advised that 15 copies of all documents, exhibits, etc., must be supplied to the Commission Secretary for distribution. It is requested that this takes place prior to the beginning of the meeting.

PUBLIC COMMENTS – INSTRUCTIONS

Members of the public may address the Commission 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 Commission Secretary, it is requested that this takes place prior to the beginning of the meeting; or can be emailed in advance to LMcGinley@LaQuintaCA.gov, no later than 12:00 p.m., on the day of the meeting. Written public comments will be distributed to the Commission, 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 Chair, 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 Commission Secretary; it is requested that this takes place prior to the beginning of the meeting. **Please limit your comments to three (3) minutes (or approximately 350 words).** Only one person at a time may speak and only after being recognized by the Chair.

In accordance with City Council Resolution No. 2022-028, 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 Commission Secretary by completing a “Request to Speak” form noting the name of the person to whom time is being donated to, and 2) be present at the time the speaker provides verbal comments.

Members of the public who utilize a translator shall be provided at least twice of the allotted time to ensure non-English speakers receive the same opportunity to directly address the Commission.

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 Chair.

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

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 website 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 [Gov. Code § 7920.000 *et seq.*].

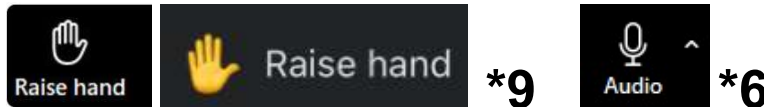
TELECONFERENCE ACCESSIBILITY – INSTRUCTIONS

Teleconference accessibility may be triggered in accordance with the Brown Act “during a proclaimed state of emergency or local emergency,” as defined [Gov. Code § 54953.8.2]; or if a member of the Commission requests to attend and participate in this meeting remotely pursuant to any of the following: (1) “disability” [Gov. Code § 54953(c)], or (2) “just cause” [Gov. Code § 54953.8.3], as defined. In such instances, remote public accessibility and participation will be facilitated via the Zoom Webinar audio-visual platform as detailed at the end of this agenda.

***** TELECONFERENCE AND TELEPHONIC PROCEDURES***
APPLICABLE ONLY WHEN TELECONFERENCE ACCESSIBILITY IS IN EFFECT**

ZOOM LINK: <https://us06web.zoom.us/j/88164609917>
Meeting ID: 881 6560 9917
Or join by phone: (253) 215 – 8782

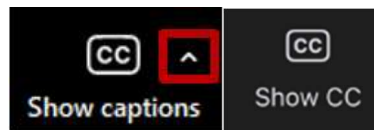
VERBAL PUBLIC COMMENTS – members of the public may attend and participate in this meeting by teleconference or telephonic accessibility via the Zoom Webinar audio-visual platform and must activate the “Raise Hand” feature on their electronic device (*9 for telephonic participation) when public comments are prompted by the Chair, and will be queued in consecutive order; the City will facilitate the ability for a member of the public to be audible to the Commission and general public and allow them to speak on the item(s) requested. Members of the public must unmute themselves via the “Audio” feature on their electronic device (*6 for telephonic participation) when prompted upon being recognized by the Chair, in order to become audible to the Commission and the public.



WRITTEN PUBLIC COMMENTS can be provided either in person during the meeting or emailed to LMcGinley@LaQuintaCA.gov any time prior to the adjournment of the meeting, and will be distributed to the Commission, made public, incorporated into the public record of the meeting, and will not be read during the meeting unless, upon the request of the Chair, a brief summary of any public comment is asked to be read, to the extent the Commission Secretary can accommodate such request.

CLOSED CAPTION AND TRANSLATION

Closed Caption and Translation are accessible through the Zoom Webinar audio-visual platform and accessible in real-time to all teleconference attendees. Members of the public must activate the “**Show Captions**” feature on their device for closed caption; and may use the “**Options Arrow**” to select from the list of available languages for translation.





**HOUSING COMMISSION
MINUTES
WEDNESDAY, DECEMBER 10, 2025**

CALL TO ORDER

A regular quarterly meeting of the La Quinta Housing Commission (Commission) was called to order at 5:00 p.m. by Chairperson Gaeta-Mejia.

PRESENT: Commissioners Christopherson, Lewis, Pacheco, Paltin, and Chairperson Gaeta-Mejia

ABSENT: None

PLEDGE OF ALLEGIANCE

Chairperson Gaeta-Mejia led the audience in the Pledge of Allegiance.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA – None

CONFIRMATION OF AGENDA – Confirmed

ANNOUNCEMENTS, PRESENTATIONS, AND WRITTEN COMMUNICATIONS – None

CONSENT CALENDAR

1. RECEIVE AND FILE MEETING MINUTES DATED SEPTEMBER 10, 2025

MOTION – A motion was made and seconded by Commissioners Paltin/Christopherson to receive and file the Consent Calendar as presented. Motion passed unanimously.

BUSINESS SESSION

1. RECEIVE AND FILE FISCAL YEAR 2024/2025 HOUSING AUTHORITY YEAR-END BUDGET REPORT

Housing Authority Treasurer Martinez presented the staff report, which is on file in the Clerk's Office.

The Commission discussed the reason for having additional funding left in fiscal year 2024/25 Housing Authority budget was due to the delay of certain maintenance projects for the City-owned 28 affordable housing rental properties in the La Quinta Cove and at the Dune Palms Mobile Home Estates, which are anticipated to be completed in the near future in coordination with the Public Works Department.

MOTION – A motion was made and seconded by Commissioners Paltin/Lewis to receive and file Fiscal Year 2024/25 Housing Authority Year-End Budget Report. Motion passed unanimously.

STUDY SESSION

1. DISCUSS MARKETING AND ECONOMIC DEVELOPMENT STRATEGIES FOR FISCAL YEAR 2025/26

Marketing Manager Graham and Director of Business Unit and Housing Development Villapando presented the staff report, which is on file in the Clerk's Office.

The Commission discussed outreach strategies for affordable housing projects, including methods to engage residents and the broader community; use of digital, print, and direct mail outreach; promoting affordable housing information and resources in *The Gem* magazine; incorporating additional Quick Response (QR) codes to share information on upcoming events with residents and visitors; evaluating advertising strategies and social media demographics data; updates to the City's housing webpage in conjunction with future affordable housing projects construction; and coordinating with local school district on potential information outreach and advertising opportunities to promote future affordable housing projects.

DEPARTMENTAL REPORTS

1. AFFORDABLE HOUSING PROJECT UPDATES

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

The Commission discussed advertising the construction of affordable housing projects; the importance of building quality housing that is compatible with surrounding neighborhoods; and confirmed that all units in each project will be designated as affordable housing.

COMMISSIONERS' ITEMS

1. OVERVIEW OF SENIOR AFFORDABLE HOUSING REQUIREMENTS AND HOUSING AUTHORITY ASSETS

The Commission discussed requirements for senior affordable housing compliance and monitoring; enforcement of governing documents amongst the Homeowners Association (HOA), Property Management company, and/or the Housing Authority; age restriction parameters; and the process for Commissioners to contact staff liaisons if they have questions or concerns on items within the Housing Authority's purview.

Authority Counsel Ihrke provided a brief, high-level explanation on the process of placing restrictions on senior residential affordable housing units pursuant to State law, primarily the *Unruh Civil Rights Act* (Civil Code § 51); situations where a person less than 55 years of age may have qualifying circumstances to live in the community; the ability for the HOA and property management company to ensure compliance of the Covenants, Conditions, and Restrictions (CC&Rs); the Housing Authority's responsibility to verify age and income qualifying requirements when a unit is purchased or sold; and the City's involvement concerning Municipal Code or Zoning Code violations.

ADJOURNMENT

There being no further business, a motion was made and seconded by Commissioner Lewis/Pacheco to adjourn the meeting at 6:22 p.m. Motion passed unanimously.

Respectfully submitted,

Laurie McGinley, Commission Secretary
City of La Quinta, California

[CLICK HERE to Return to Agenda](#)

City of La Quinta

HOUSING COMMISSION SPECIAL MEETING: April 9, 2026

STAFF REPORT

AGENDA TITLE: RECOMMEND HOUSING AUTHORITY (1) APPROPRIATE FUNDING FOR FISCAL YEAR 2025/26; AND (2) APPROVE AGREEMENT FOR CONTRACT SERVICES WITH FRONTLINE FACILITY SOLUTIONS, LLC, FOR PROPERTY MANAGEMENT SERVICES FOR DUNE PALMS MOBILE HOME ESTATES

RECOMMENDATION

Recommend the Housing Authority: (1) appropriate funding for fiscal year 2025/26; (2) approve Agreement for Contract Services with Frontline Facility Solutions, LLC, to provide property management services for the Dune Palms Mobile Home Estates; and (3) authorize the Executive Director to execute the agreement.

EXECUTIVE SUMMARY

- The Housing Authority (Authority) acquired the Dune Palms Mobile Home Estates (Park) in 2021 and currently contracts with J&H Asset Property Management, Inc. (J&H) for property management services; the agreement expires June 30, 2026.
- In January 2026, staff issued a Request for Proposals (RFP) for Residential Property Management Services for the Park; four proposals were received and Frontline Facility Solutions, LLC (FFS) was selected as most qualified.
- If approved, the proposed agreement with FFS (Agreement) (Attachment 1) will commence June 1, 2026, overlapping services with J&H for a month, to allow for the seamless transition of services and transfer of all property records.

FISCAL IMPACT

Estimated costs for the Agreement are a total not to exceed amount of \$1,070,000, encompassing the 1-month transition period in June of fiscal year (FY) 2025/26, the 3-year initial term through FY 2028/29, an optional 2-year extension through FY 2030/31, and contingency funding, as detailed in the table below.

An appropriation of funds in the amount of \$40,000 for FY 2025/26 will be requested from the Authority to supplement Account No. 241-9104-60103 Professional Services, necessary to cover both the remaining months of the existing agreement with J&H through June 30, 2026, and the 1-month transition period under the proposed Agreement with FFS commencing June 1, 2026.

CONTRACT PERIOD	MONTHLY COST	ANNUAL TOTAL	RUNNING TOTAL
June 1 – 30, 2026 (transition period)	\$15,742	\$15,742	\$15,742
2026/27	\$15,742	\$188,904	\$204,646
2027/28	\$15,742	\$188,904	\$393,550
2028/29	\$15,742	\$188,904	\$582,454
INITIAL TERM TOTAL:			\$582,454
2029/30 (optional)	\$16,847	\$202,164	\$784,618
2030/31 (optional)	\$16,847	\$202,164	\$986,782
OPTIONAL 2-YEAR EXTENSION TOTAL:			\$404,328
Contingency			\$83,218
GRAND TOTAL:			\$1,070,000

BACKGROUND/ANALYSIS

The Authority acquired the Park in 2021 to preserve and operate the property as an affordable housing resource serving low-income residents. On March 16, 2021, the Authority approved an agreement with J&H to provide property management services which was subsequently extended through June 30, 2026.

In anticipation of the agreement’s expiration, staff issued an RFP in January 2026 for Residential Property Management Services for the Park and received 4 proposals. Staff interviewed all 4 firms and selected FFS based on their experience and qualifications. FFS is California based, and Service-Disabled Veteran Owned Small Business with demonstrated expertise in property management and Mobilehome Residency Law (MRL) compliance.

If approved, the proposed Agreement will commence June 1, 2026, 1 month prior to the expiration of the J&H agreement to allow for the seamless and structured transition of services and all property records. Per the Schedule of Performance (Exhibit C to the Agreement), FFS's mobilization phase (June 1–14) includes obtaining required licenses and permits, coordinating with the outgoing manager, and reviewing existing leases, vendor contracts, and financial records. FSS will assume property and operational management of the Park effective July 1, 2026, with a resident community meeting to be held within 30 days of services commencement and annually thereafter.

FSS will provide dedicated 24/7 emergency response via licensed vendors, MRL compliance, dedicated on-site staffing with property manager 32-36 hours per week (Monday – Friday), and a maintenance worker 32 hours per week (Monday – Thursday), with supplemental coverage on Fridays provided by additional vendors for inspections, minor repairs, and resident support.

ALTERNATIVES

The Commission may elect not to recommend the Housing Authority appropriate funding and approve the proposed agreement with FFS, however, this alternative is not recommended in order to ensure a smooth transition of services with a qualified firm.

Prepared by: Doug Kinley III, Senior Management Analyst
Approved by: Gilbert Villalpando, Director of Business Unit and Housing
Attachment: 1. Agreement for Contract Services with Frontline Facility Solutions

AGREEMENT FOR CONTRACT SERVICES

This Agreement for Contract Services (the "Agreement") is made and entered into by and between the La Quinta Housing Authority ("Authority" and/or "City", used interchangeably from here on out), a California Municipal Corporation and Charter City organized under the Constitution and laws of the State of California with its principal place of business at 78495 Calle Tampico, La Quinta, California 92253, and Frontline Facility Solutions LLC, a California Limited Liability Company and Service-Disabled Veteran-Owned Small Business ("Contracting Party"). The parties hereto agree as follows:

1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those services related to property management services for the Dune Palms Mobile Home Estates, as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

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

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

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

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

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

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization through a duly executed written amendment or change order from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, in accordance with Section 2.3 of this Agreement, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written, authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee.

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

2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated in accordance with “Exhibit B” (the “Schedule of Compensation”) in a total amount not to exceed **ONE MILLION SEVENTY THOUSAND DOLLARS (\$1,070,000)**, for the life of the Agreement, encompassing the Initial and any Extended Terms (the “Contract Sum”), except as provided in Section 1.7. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Contracting Party’s rate schedule, but not exceeding the Contract Sum, or such other reasonable methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Contracting Party’s overall compensation shall not exceed the Contract Sum, except as provided in Section 1.7 of this Agreement.

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

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing through a duly executed amendment or change order by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for

Additional Services amounting to five percent (5%) of the Contract Sum or Fifteen Thousand Dollars (\$15,000), whichever is less, may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services without prior written approval through a duly executed amendment or change order for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

3. PERFORMANCE SCHEDULE.

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

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

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

3.4 Term. Unless earlier terminated in accordance with the provisions in Article 8.0 of this Agreement, the term of this agreement shall commence on **June 1, 2026, and terminate on June 30, 2029** ("Initial Term"). This Agreement **may be extended for two (2) additional years** upon mutual agreement by both parties ("Extended Term"), and executed in writing.

4. COORDINATION OF WORK.

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

- (a) **Timothy Stone, Chief Operating Officer & Project Manager**
Telephone No.: (619) 875-9996
Email: tim@frontlinefacilitiesolutions.com
- (b) **Carlos Carrillo, Chief Executive Officer**
Email: carlos@frontlinefacilitiesolutions.com

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

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

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

transfer shall release Contracting Party of any liability hereunder without the express consent of City.

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

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

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

5. INSURANCE.

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

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

6. INDEMNIFICATION.

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

7. RECORDS AND REPORTS.

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

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

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

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

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

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

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

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

8. ENFORCEMENT OF AGREEMENT.

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

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long

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

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

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

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

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

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

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

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

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

9. CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

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

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

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

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

10. MISCELLANEOUS PROVISIONS.

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

To City:

**CITY OF LA QUINTA
Attention: Gil Villalpando
78495 Calle Tampico
La Quinta, California 92253**

To Contracting Party:

**Frontline Facility Solutions, LLC
Attention: Timothy Stone, COO
11786 Hi Ridge Rd
Lakeside, California 92040**

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF LA QUINTA,
a California Municipal Corporation

Frontline Facility Solutions LLC,
a California Limited Liability Company

JON MCMILLEN, City Manager
City of La Quinta, California

Name: **CARLOS CARRILLO**

Dated: _____

Title: Chief Executive Officer, FFS, LLC

Dated: _____

ATTEST:

MONIKA RADEVA, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

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

Exhibit A
Scope of Services

[See Attached]

Core Management Services (Base Fee)

- On-Site Property Manager (32–36 hours/week, Monday–Friday)
- Maintenance Worker (32 hours/week, Monday–Thursday)
- Friday Light-Coverage Vendor (2–3 hours/week for inspections, minor repairs, and resident support)
- 24/7 emergency response via licensed vendors
- Tenant relations and Mobilehome Residency Law (MRL) compliance (Cal. Civ. Code §798–799.11)
- Rent collection, lease administration, and financial reporting
- Vendor coordination and oversight
- Community engagement and conflict resolution
- Executive oversight from FFS leadership
- Property management software and basic tools/consumables

Additional (As-Needed) Services (not part of base fee)

Service	Fee
New Tenant Lease-Up Fee	\$500 per new lease
Market / Rent Study	\$1,500 per study
Capital Project Management (projects >\$10,000)	5% of project cost
Eviction Coordination (legal fees separate)	\$750 per proceeding
Construction Project Management	5–10% of project cost
Energy Efficiency Assessment	\$2,500
Emergency Preparedness Planning	\$1,500

ADDENDUM TO AGREEMENT
Re: Scope of Services

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

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

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

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

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

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

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

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

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

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

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

**PROPOSAL FOR
RESIDENTIAL PROPERTY MANAGEMENT SERVICES
FOR
DUNE PALMS MOBILE HOME ESTATES**

Submitted to:

La Quinta Housing Authority

Attn: Doug Kinley, Senior Management Analyst
78495 Calle Tampico, La Quinta, California 92253

Submitted by:

FRONTLINE FACILITY SOLUTIONS LLC

California DVBE | Service-Disabled Veteran-Owned Small Business
11786 Hi Ridge Rd, Lakeside, CA 92040
www.frontlinefacilitiesolutions.com

Revised Submission — March 2026

1. Cover Letter

March 2026

Doug Kinley, Senior Management Analyst
City of La Quinta
78495 Calle Tampico
La Quinta, California 92253

RE: Revised Proposal for Residential Property Management Services – Dune Palms Mobile Home Estates

Dear Mr. Kinley:

Frontline Facility Solutions LLC (FFS) is pleased to submit this revised proposal for residential property management services at Dune Palms Mobile Home Estates. This updated submission reflects the City's priorities for cost efficiency, transparency, and regulatory compliance while maintaining a high standard of service for residents.

In this revision, FFS has restructured the Base Property Management Fee to \$14,900 per month, representing a fully burdened staffing model with a 12% operating margin. This fee includes on-site management, routine maintenance, resident relations, financial reporting, and full compliance with California's Mobilehome Residency Law (MRL). Landscaping services are not included in the base fee; instead, FFS will competitively bid and requested services upon award of contract and present actual vendor pricing to the Authority for approval. This ensures transparency and protects the City from inflated or inaccurate estimates.

As a Service-Disabled Veteran-Owned Small Business headquartered in Southern California, FFS brings a unique combination of licensed real estate expertise, large-scale property and facilities management experience, and direct experience managing federally regulated housing. Our COO, Timothy Stone, holds an active California Real Estate License (#02072180), and our firm currently manages 70+ HUD Section 8 units in San Diego County.

This proposal and all pricing contained herein shall remain valid for ninety (90) days from the date of submission. We confirm that all individuals who will perform work for the City are free of any conflict of interest

FFS has reviewed the City's Agreement for Contract Services and confirms our ability to execute the agreement without exception.

Respectfully submitted,

Timothy Stone, COO

Frontline Facility Solutions LLC
11786 Hi Ridge Rd, Lakeside, CA 92040
Phone: (619) 875-9996
Email: tim@frontlinefacilitiesolutions.com

2. Firm Background, Qualifications, and Experience

2(a) Number of Years in Business

Frontline Facility Solutions LLC was established in November 2024. Although FFS was incorporated in 2024, our leadership team exceeds the RFQ's minimum 5-year requirement, with over 40 years of combined property and maintenance management experience.

2(b) Taxpayer Identification Number

EIN: **33-2373272**

2(c) Years Performing This Service

Our leadership team brings extensive relevant experience:

- Timothy Stone (COO): 20+ years in facilities management and property operations, including 5+ million square feet of portfolio management, lease administration, tenant relations, and licensed real estate practice
- Carlos Carrillo (CEO): 20+ years in facilities management, including multi-site operations, regulatory compliance (FDA/GMP, SOX, ISO), and team leadership
- FFS (Corporate): Active property management contract since November 2024 covering 70+ federally subsidized Section 8 units in San Diego County under HUD HCV program requirements

2(d) Resumes of Key Personnel

Timothy Stone – Chief Operating Officer & Project Manager

Licenses: California Real Estate License #02072180 (Active)

Education: MA in Management, University of Redlands

Former Position: Facilities Management Specialist, San Diego Airport Authority (February 2025 – January 2026)

- Managing multi-terminal campus operations for San Diego International Airport
- Coordinating maintenance across critical infrastructure supporting 25+ million annual passengers
- Ensuring regulatory compliance with FAA, TSA, and local codes
- Vendor management and work order execution across distributed facilities

Prior Experience:

- Account Director, CBRE (2021–2023): Managed 5M+ sq ft portfolio across US and Germany; \$200M P&L responsibility; grew account revenue 260% from \$2.5M to \$9M; led 36-person multi-city team; achieved \$2M+ annual savings
- Portfolio Manager, General Atomics (2018–2021): Primary liaison for 30-building defense contractor campus; \$25M annual operating budget; federal security and compliance protocols
- Licensed Real Estate Professional: 70+ transactions totaling \$30M+; lease administration, property management, tenant relations

Carlos Carrillo – Chief Executive Officer

Certifications: Certified Maintenance Manager (CMM)

Education: MBA in Project Management

Military: 20 Years, United States Marine Corps

Former Position: Sr. Account Director, CBRE/ASML (2024 – January 2026)

- Managing \$12M fixed-price contract for 585,000 sq ft semiconductor campus
- Supervising 44 employees with full P&L accountability
- Ensuring SOX compliance and regulatory adherence

Prior Experience:

- Account Director, CBRE/Abzena (2022–2024): \$8M fixed-price contract across six life sciences sites; FDA/ISO/GMP compliance; 90% workflow efficiency improvement; zero audit findings
- Facilities Manager, Steris Isomedix (2020–2022): \$2M maintenance budget; ISO 9000 compliance; \$1.3M CAPEX project delivery

2(e) Firm Ownership

Frontline Facility Solutions LLC is a California Limited Liability Company.

- Carlos Carrillo – CEO & Majority Owner
- Timothy Stone – COO & Co-Founder

FFS is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and holds California DVBE Certification #2048986

2(f) Parent Company

Frontline Facility Solutions LLC is an independent company and is not a subsidiary of any parent company.

3. Approach and Methodology

Frontline Facility Solutions LLC (FFS) will provide comprehensive, compliant, and resident-focused property management services for Dune Palms Mobile Home Estates. Our approach is built on operational efficiency, regulatory adherence, and proactive communication with both residents and City staff.

Our methodology is structured around six core pillars:

3(a) Management Approach

1. Property Maintenance & Operations

FFS will oversee all aspects of property upkeep, including common areas, infrastructure, and utilities. Our maintenance model includes:

- A dedicated on-site Maintenance Worker (32 hours/week, Mon–Thu)
- A Friday light-coverage vendor for inspections and minor repairs
- 24/7 emergency response through licensed vendors
- Routine inspections of common areas and infrastructure
- Work order tracking through cloud-based software
- Coordination of repairs, vendor dispatch, and quality assurance

This hybrid model ensures continuous 5-day coverage while maintaining cost efficiency and compliance with the RFQ

2. Tenant Relations & MRL Compliance

FFS will serve as the primary point of contact for residents and ensure full compliance with the Mobilehome Residency Law (Cal. Civ. Code §798–799.11). Our responsibilities include:

- Responding promptly to resident concerns
- Documenting all communications

- Enforcing Park rules and rental agreements
- Providing required notices and disclosures
- Supporting peaceful conflict resolution
- Coordinating annual inspections with City staff

3. Leasing & Rent Collection

FFS will manage all leasing activities, including:

- Screening prospective tenants in compliance with Fair Housing laws
- Executing MRL-compliant rental agreements
- Collecting rent and enforcing late fees
- Maintaining accurate financial records
- Conducting market or rent studies as requested

4. Regulatory Compliance

FFS ensures strict adherence to:

- California Health & Safety Code
- Mobilehome Residency Law
- Fair Housing Act
- Local ordinances and inspection requirements

We will prepare and submit all required documentation and reports on behalf of the Authority.

5. Financial Reporting & Budgeting

FFS provides transparent, accurate financial management, including:

- Monthly financial statements
- Income and expense tracking
- Annual budget development
- Recommendations for cost-saving measures
- Internal controls to safeguard City resources

6. Community Engagement & Conflict Resolution

FFS will foster a positive, respectful community environment through:

- Regular communication with residents
- Community meetings and updates
- Mediation of disputes using MRL-compliant procedures
- Support for resident concerns and accessibility needs

3(b) Transition Timeline

FFS will implement a structured transition plan to ensure continuity of operations and a smooth onboarding process.

Phase	Activities
Weeks 1–2	Contract execution; obtain permits and licenses; review existing leases, vendor contracts, and financial records; coordinate with outgoing management.

Weeks 3–4	Onboard staff; conduct comprehensive property inspection; meet with residents; establish emergency protocols; set up financial and work order systems.
Week 5+	Full operational management; implement preventive maintenance program; begin monthly reporting; host initial community meeting.

4. References

FFS’s experience includes public-sector operations within California, including the San Diego Airport Authority and federally regulated housing programs administered in coordination with local government agencies. The following references demonstrate FFS’s qualifications in property management, public-sector operations, regulatory compliance, and federally regulated housing administration.

Reference 1: San Diego Airport Authority (Public Sector)

Client Name	San Diego Airport Authority
Contact	Greg Skalnik, Contract Manager (847) 627-0522 gskalnik@san.org
Project	Facilities Management – Multi-terminal airport campus
Dates	February 2025 – January 2026
Staff Assigned	Timothy Stone
Summary	Managed facilities operations for critical public infrastructure serving 25M+ annual passengers. Ensured FAA/TSA compliance, 24/7 operational readiness, and multi-stakeholder coordination.

Reference 2: CBRE – Integrated Facilities Management

Client Name	CBRE (Multi-Client Portfolio)
Contact	Antonio Ferrar, Facility Manager (480) 466-1449 antonio.ferrer480@gmail.com
Project	Integrated Facilities & Property Management – 5M+ sq ft portfolio
Dates	June 2021 – June 2023
Staff Assigned	Timothy Stone
Summary	\$200M P&L responsibility. Grew account 260% (\$2.5M to \$9M). Led a 36-person team across multiple cities. Achieved \$2M+ annual savings. Lease administration, tenant relations, and property operations.

Reference 3: General Atomics (Defense Contractor)

Client Name	General Atomics
Contact	Nick Vang, Lead PM (858) 220-5697 nicholas.vang@cbre.com
Project	Facilities Portfolio Management – 30-building defense contractor campus
Dates	February 2018 – June 2021
Staff Assigned	Timothy Stone
Summary	Managed \$25M annual operating budget, ensured federal security compliance, and oversaw vendor management and contract performance.

Reference 4: Real Estate & Lease Administration

Client Name	Licensed California Real Estate Practice
Contact	Jonathan Jackson, Managing Broker (951) 775-3322 jonathanjackson33@gmail.com
Project	Residential and Commercial Lease Administration
Dates	Ongoing
Staff Assigned	Timothy Stone
Summary	70+ real estate transactions totaling \$30M+. Experience in lease administration, tenant relations, and property operations.

Reference 5: Legacy West Realty – Federal Section 8 Property Management (FFS Corporate Reference)

Client Name	Legacy West Realty
Contact	Anthony D’Angelo, Principal +1 (619) 302-5062 anthonyjdangelo@yahoo.com
Project	Residential Property Management – Federal Section 8 Housing Portfolio, San Diego, CA
Dates	November 2024 – Present
Staff Assigned	Frontline Facility Solutions LLC
Summary	FFS serves as property manager for a portfolio of 70+ federally subsidized Section 8 units in San Diego County under the HUD Housing Choice Voucher (HCV) program. Scope of services includes: <ul style="list-style-type: none"> • Rent collection and Housing Assistance Payments (HAP) reconciliation with the San Diego Housing Commission

	<ul style="list-style-type: none"> • Execution and renewal of lease agreements in compliance with 24 CFR Part 982 (Tenant-Based Assistance) and HUD HAP contract requirements • Enforcement of HUD occupancy standards and program rules, including household composition reporting, income changes, and lease addendum compliance • Coordination of annual and special Housing Quality Standards (HQS) inspections per 24 CFR §982.401 • Tenant eligibility verification, annual recertification support, and interim reexamination coordination • Fair Housing Act compliance and reasonable accommodation processing per 24 CFR Part 5, Subpart B • Maintenance coordination, including unit turnover, work order management, and vendor oversight • Monthly financial reporting to ownership, including HAP income, tenant rent portions, and maintenance expenditures
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5. Fee Schedule

Frontline Facility Solutions (FFS) proposes the following fee structure for the management of Dune Palms Mobile Home Estates. This structure reflects a fully burdened staffing model that provides continuous 5-day coverage, responsive maintenance support, and full compliance with the Mobilehome Residency Law (MRL) and the Scope of Services outlined in the RFP.

5(a) Base Property Management Fee

Service	Monthly Fee
Base Property Management Fee	\$14,900/month
Annual Contract Value	\$178,800/year

Position	Weekly Hours	Total Hourly Rate (Fully Burdened)	Monthly Cost
Property Manager	34 hrs (5x7.2 hrs)	\$42 hr	\$6,180
Maintenance Worker	32 hrs (4x8 hrs)	\$32 hr	\$4,441

Included in Base Fee:

FFS provides a right-sized staffing model aligned with the operational needs of an 84-occupied-space community:

- On-Site Property Manager (32–36 hours/week, Monday–Friday)
- Maintenance Worker (32 hours/week, Monday–Thursday; non-prevailing-wage classification appropriate for routine residential maintenance)
- Friday Light-Coverage Vendor (2–3 hours/week for inspections, minor repairs, and resident support)
- 24/7 emergency response via licensed vendors
- Tenant relations and Mobilehome Residency Law (MRL) compliance

- Rent collection, lease administration, and financial reporting
- Vendor coordination and oversight
- Community engagement and conflict resolution
- Executive oversight from FFS leadership
- Property management software and basic tools/consumables

This hybrid model ensures continuous 5-day coverage while maintaining cost efficiency and full compliance with the RFQ

5(c) Pass-Through Vendor Services

Service	Est. Vendor Cost	Coordination Fee (8%)	Est. Monthly Total
Friday Vendor	\$780	\$62/mo	\$842.40/mo
Pass-Through Subtotal	\$780/mo	\$62/mo	\$842.40/mo

Note: Vendor costs are estimates based on Coachella Valley market rates. Actual costs will be invoiced at true vendor rates. All vendor invoices are provided monthly for full transparency.

Coordination Fee

FFS applies an 8% coordination fee to all pass-through vendor services.

This fee covers:

- Vendor sourcing and qualification
- Scheduling and oversight
- Work verification and quality control
- Invoice reconciliation
- Compliance documentation
- Communication with City staff

This coordination fee is standard within the property management industry and ensures transparent, accountable vendor management.

5(d) Total Estimated Monthly Invoice

Component	Monthly Estimate
Base Property Management Fee	\$14,900
Pass-Through Vendor Services	\$842
Total Estimated Monthly Invoice to Authority	\$15,742
Total Estimated Annual Invoice to Authority	\$188,904

Additional Services (As Needed)

Service	Fee
New Tenant Lease-Up Fee	\$500 per new lease
Market / Rent Study	\$1,500 per study

Capital Project Management (projects >\$10,000)	5% of project cost
Eviction Coordination (legal fees separate)	\$750 per proceeding

Complementary Services

FFS offers the following additional services that may benefit Dune Palms Mobile Home Estates:

Service	Pricing
Construction Project Management	5–10% of project cost
Energy Efficiency Assessment	\$2,500
Emergency Preparedness Planning	\$1,500

6. Staffing and Project Organization

Frontline Facility Solutions (FFS) will provide a dedicated, right-sized team to support the day-to-day operations of Dune Palms Mobile Home Estates. Our staffing model is designed to ensure consistent on-site presence, timely response to resident needs, and full compliance with the Mobilehome Residency Law (MRL) and the Scope of Services outlined in the RFP.

6(a) Project Organization

FFS will assign the following personnel to manage and support the property:

Role	Staff Member	Responsibilities
Project Manager	Timothy Stone, COO	<ul style="list-style-type: none"> Primary point of contact for the Authority Oversight of contract performance and compliance Financial reporting and budget management Escalation support for resident or operational issues Ensures adherence to MRL, Fair Housing, and City requirements
Executive Oversight	Carlos Carrillo, CEO	<ul style="list-style-type: none"> Quality assurance and performance monitoring Strategic planning and operational support Oversight of staffing, compliance, and service delivery Ensures alignment with City expectations and contract goals
On-Site Property Manager (1 FTE, 32–36 hours/week)	To Be Hired	<ul style="list-style-type: none"> Resident relations and customer service Rent collection and lease administration Enforcement of park rules and MRL compliance Coordination of maintenance and vendor activities Daily on-site presence Monday through Friday

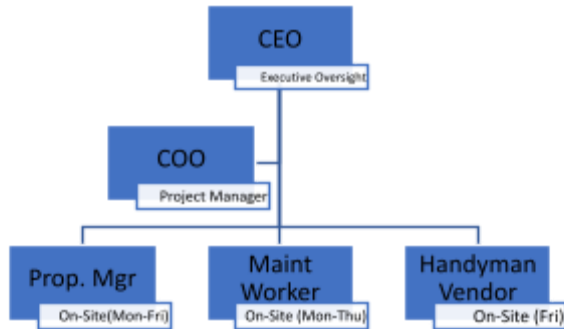
Maintenance Worker (1 FTE, 32 hours/week, Mon–Thu)	To Be Hired	<ul style="list-style-type: none"> • Routine maintenance and minor repairs • Work order completion and documentation • Common-area inspections and upkeep • Infrastructure checks and reporting • Supports preventive maintenance activities
Friday Light-Coverage Vendor (2–3 hours/week)	To Be Hired	<ul style="list-style-type: none"> • Provides Friday coverage to ensure 5-day operational continuity • Performs minor repairs, inspections, and resident support • Ensures no service gaps occur on Fridays • Billed as a pass-through vendor service
Emergency Vendors (24/7 On-Call)	To Be Hired	<ul style="list-style-type: none"> • Licensed specialists for plumbing, electrical, HVAC, and urgent repairs • Dispatched as needed for after-hours or weekend emergencies • Billed as pass-through vendor services

6(b) Staffing Model Summary

Role	Coverage	Function
Property Manager	32–36 hrs/week (Mon–Fri)	<ul style="list-style-type: none"> • Resident relations, MRL compliance, rent collection, vendor coordination
Maintenance Worker	32 hrs/week (Mon–Thu)	<ul style="list-style-type: none"> • Routine maintenance, inspections, repairs
Friday Vendor	2–3 hrs/week	<ul style="list-style-type: none"> • Light coverage, inspections, minor repairs
Emergency Vendors	24/7	<ul style="list-style-type: none"> • After-hours and weekend emergency response
Project Manager	As needed	<ul style="list-style-type: none"> • Oversight, reporting, compliance
Executive Oversight	As needed	<ul style="list-style-type: none"> • Quality assurance, strategic support

This hybrid model ensures full 5-day coverage, operational efficiency, and cost control while meeting all RFP requirements.

6(c) Organizational Chart



6(d) Staffing Flexibility

FFS maintains the ability to adjust staffing levels based on:

- Seasonal needs
- Resident occupancy changes
- City-requested service adjustments
- Regulatory or operational requirements

Any changes to staffing levels or schedules will be coordinated with the Authority and reflected in a mutually agreed contract amendment

7. Subcontracting Services

Frontline Facility Solutions (FFS) self-performs all core property management functions, including resident relations, rent collection, MRL compliance, financial reporting, work order management, and day-to-day oversight of the community. FFS will only subcontract when required by law or when specialized licensing is necessary.

When specialized services or repairs fall outside our in-house capabilities, FFS will coordinate qualified, licensed vendors. Pass-through vendor costs (including landscaping) are billed at actual cost plus a 8% coordination fee as detailed in Section 5. No hidden markups are applied.

All vendors will be required to maintain appropriate insurance and, where applicable, comply with prevailing wage requirements. Major capital projects will be competitively bid in accordance with the Authority's procurement requirements. FFS maintains single-point accountability for all facility operations regardless of which vendors are engaged.

7(a) Use of Subcontractors

FFS will engage subcontractors only for services that require:

- Specialized trade licenses
- Technical expertise
- Emergency response capabilities
- Equipment or certifications not practical to maintain in-house

These services typically include:

- Plumbing
- Electrical
- HVAC
- Pest control
- Tree trimming
- Irrigation repair
- Asphalt and concrete repair
- Emergency after-hours response

All subcontractors will be:

- Properly licensed in the State of California
- Fully insured
- Vetted for quality and reliability
- Experienced in residential and mobile home park environments

FFS maintains single-point accountability for all subcontracted work.

7(b) Emergency and After-Hours Subcontracting

FFS maintains a roster of licensed emergency vendors available 24/7 for:

- Plumbing failures
- Electrical hazards
- Water leaks
- Sewer backups
- HVAC failures affecting health or safety
- Storm-related damage

Emergency vendor dispatch is coordinated by FFS and billed as a pass-through expense.

8. Disclosures

Frontline Facility Solutions LLC (FFS) provides the following disclosures in accordance with the requirements of the City of La Quinta's Request for Proposals. These statements confirm FFS's

compliance with ethical, legal, and operational standards expected of a property management contractor serving a public agency.

8(a) Prevailing Wage Compliance Statement

Frontline Facility Solutions LLC (FFS) acknowledges the prevailing wage requirements outlined in the California Labor Code and the City of La Quinta's RFQ. FFS will comply with all applicable prevailing wage laws **when a project meets or exceeds the statutory thresholds**.

Prevailing Wage Thresholds

FFS will apply prevailing wage **only** when a specific maintenance, repair, or construction activity exceeds:

- **\$15,000** for maintenance or repair work
- **\$25,000** for construction, alteration, or improvement work

These thresholds are consistent with California Labor Code §1720 and the RFQ's stated requirements.

8(b) Conflict of Interest Statement

FFS affirms that:

- No officer, employee, or agent of the City of La Quinta has any financial interest in FFS.
- No FFS employee, officer, subcontractor, or representative has any relationship that would create a conflict of interest under California Government Code §1090 or §87100.
- FFS has not offered, provided, or promised any form of compensation, gift, or consideration to any City official or employee.
- FFS will immediately disclose any potential conflict of interest that may arise during the term of the contract.

FFS is committed to maintaining the highest standards of integrity and transparency in all interactions with City staff, residents, and vendors

8(c) Litigation Statement

FFS is **not currently involved in any litigation** that would impair its ability to perform the services described in this proposal.

FFS also confirms that:

- No judgments have been entered against the company related to property management, facilities management, or public-sector contracting.
- No pending claims exist that would materially affect performance under this contract.

8(d) Financial Stability

FFS is financially stable and capable of performing the full scope of services required under this contract.

Upon request, FFS will provide:

- Financial statements
- Bank references
- Proof of creditworthiness

FFS maintains sufficient working capital to support payroll, vendor payments, and operational expenses without reliance on City advances.

8(e) Compliance With Laws and Regulations

FFS certifies compliance with:

- California Health & Safety Code
- Mobilehome Residency Law (MRL)
- Fair Housing Act
- Americans with Disabilities Act (ADA)
- California Labor Code
- OSHA safety standards
- All applicable City ordinances and regulations

FFS will maintain all required licenses and permits throughout the contract term.

Exhibit B

Schedule of Compensation

For the avoidance of doubt, the compensation thresholds on this Exhibit B do not include compensation for Additional Services (if any) authorized pursuant to Section 1.7 and compensated pursuant to Section 2.3 of this Agreement.

Contract Sum

Compensation for Services shall not exceed the following Contract Sum for the entire life of this Agreement including the Initial and Extended terms: **One Million Seventy Thousand Dollars (\$1,070,000)**, to be paid for duly authorized Services performed consistent with the terms and conditions of this Agreement.

The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

Contract Period	Monthly Fee	Annual Total	Running Total
June 1, 2026 – June 30, 2026 (1-month Transition Period)	\$15,742	\$15,742	\$15,742
FY 2026/2027	\$15,742	\$188,904	\$204,646
FY 2027/2028	\$15,742	\$188,904	\$393,550
FY 2028/2029	\$15,742	\$188,904	\$582,454
INITIAL			\$582,454
FY 2029/2030 (Optional)	\$16,847	\$202,164	\$784,618
FY 2030/2031 (Optional)	\$16,847	\$202,164	\$986,782
OPTIONAL 2-YEAR TERM TOTAL		\$404,328	\$986,782
Contingency			\$83,218
CONTRACT TOTAL			\$1,070,000

5-Year All-In Summary by Service Category

Service Category	5-Year Total
On-Site Property Manager (labor)	\$410,439
Maintenance Worker (labor)	\$278,399
Overhead & Insurance Administration	\$94,020
Software & Technology	\$31,340
Tools, Supplies & Uniforms	\$34,474
Materials & Consumables	\$28,206
Operational Sustainability / Margin	\$57,039
Friday Vendor Pass-Through + Coordination	\$52,777
Contingency	\$83,306
TOTAL	\$1,070,000

Monthly Base Fee Breakdown — \$15,742/month (Initial Term)

Cost Category	Monthly	Annual	37-Month Total
Property Manager (36 hrs/wk @ \$42/hr fully burdened)	\$6,548	\$78,576	\$242,276
Maintenance Worker (32 hrs/wk @ \$32/hr fully burdened)	\$4,442	\$53,304	\$164,354
Overhead & Insurance Administration	\$1,500	\$18,000	\$55,500
Software & Technology	\$500	\$6,000	\$18,500
Tools, Supplies & Uniforms	\$550	\$6,600	\$20,350
Materials & Consumables	\$450	\$5,400	\$16,650
Operational Sustainability (12% margin)	\$910	\$10,920	\$33,670
Base Fee Subtotal	\$14,900	\$178,800	\$551,300
Friday Vendor Pass-Through	\$780	\$9,360	\$28,860
Vendor Coordination Fee (8%)	\$62	\$744	\$2,294
Pass-Through Subtotal	\$842	\$10,104	\$31,154
Total Monthly Invoice	\$15,742	\$188,904	\$582,454

Extension Term (Years 4–5, +7% escalation applied to all line items)

Cost Category	Escalated Monthly	Annual	2-Year Total
Property Manager	\$7,007	\$84,084	\$168,168
Maintenance Worker	\$4,753	\$57,036	\$114,072
Overhead & Insurance Administration	\$1,605	\$19,260	\$38,520
Software & Technology	\$536	\$6,432	\$12,864
Tools, Supplies & Uniforms	\$589	\$7,068	\$14,136
Materials & Consumables	\$482	\$5,784	\$11,568
Operational Sustainability	\$974	\$11,688	\$23,376
Escalated Base Fee Subtotal	\$15,946	\$191,352	\$382,704
Friday Vendor + Coord. Fee (escalated)	\$901	\$10,812	\$21,624
Extension Term Total	\$16,847	\$202,164	\$404,328

Funds will be budgeted annually in:
241 Housing Authority Fund
Account No. 241-9104-60103 – Professional Services

Exhibit C
Schedule of Performance

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

Commencement Date: June 1, 2026

Initial Term Expiration: June 30, 2029

Optional Extended Term: July 1, 2029 – June 30, 2031 (two year extension, exercised upon mutual written agreement)

Performance Milestones:

Phase	Timeline	Deliverable
Contract Execution & Mobilization	June 1 – June 14, 2026	Execute agreement; obtain all required licenses and permits; coordinate with outgoing manager; review existing leases, vendor contracts, and financial records
Transition & Onboarding	June 15 – June 28, 2026	Onboard staff; conduct comprehensive property inspection; meet with residents; establish emergency protocols; set up financial and work order management systems
Full Operations Commencement	July 1, 2026	Assume full operational management responsibility; implement preventive maintenance program
Monthly Reporting	10th of each month	Submit invoice and monthly financial/operations report to Contract Officer per Section 2.2
Annual Budget Submission	60 days prior to each fiscal year	Submit proposed operating budget for Authority review and approval
Community Meeting	Within 30 days of full operations, then annually at a minimum	Host resident community meeting
Extension Term Notice	On or before June 30, 2029	Written mutual agreement to exercise optional Year 4 extension, if applicable

[CLICK HERE to Return to Agenda](#)

Exhibit D
Special Requirements

None

Exhibit E
Insurance Requirements

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

Commercial General Liability (at least as broad as ISO CG 0001):

- \$1,000,000 per occurrence/\$2,000,000 aggregate OR
- \$2,000,000 per occurrence/\$4,000,000 aggregate

Must include the following endorsements:

General Liability Additional Insured
General Liability Primary and Non-contributory

Commercial Automobile Liability (at least as broad as ISO CA 0001):

- \$1,000,000 combined single limit for bodily injury and property damage
- Auto Liability Additional Insured

Workers' Compensation (per statutory requirements):

- Statutory Limits / Employer's Liability \$1,000,000 per accident or disease OR

Must include the following endorsements:

Workers' Compensation Endorsement with Waiver of Subrogation

- Workers' Compensation Declaration of Sole Proprietor
- California Workers' Compensation Requirements Acknowledgement

Professional Liability (Errors and Omissions):

- Errors and Omissions liability insurance with a limit of not less than \$1,000,000 per claim

Cyber Liability

- \$1,000,000 per occurrence/\$2,000,000 aggregate

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause

providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

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

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

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

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

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Contracting Party to properly perform the services

intended.

- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

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

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

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

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

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

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

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

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

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

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

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

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

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

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit F
Indemnification

F.1 Indemnity for the Benefit of City.

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

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

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

d. Indemnification Provision for Design Professionals.

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

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

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

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