CITY COUNCIL AGENDA

Study Session 3:00 p.m.
Regular Meeting 5:30 p.m.

Wednesday, August 14, 2024

City Council Chambers
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

MAYOR
Mark Carnevale

CITY COUNCIL MEMBERS

Mayor Pro Tem
Nancy Ross

Councilmember
Ernesto Gutierrez

Councilmember
Raymond Gregory

Councilmember
Rita Lamb

STUDY SESSION 3:00PM

- **CALL TO ORDER**
- **ROLL CALL**
- **AGENDA FINALIZATION**

At this time the City Council may announce any items being pulled from the agenda or continued to another date.

1. **Public Comments**

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda but may briefly respond to statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendized for a future meeting. Public Comment will be limited to three (3) minutes.

2. **CLOSED SESSION**

A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code section 54956.9(d)(1)

Number of Matters: Two (2)

1. Levik v. City of Cathedral City, RCSC Case No. CVPS2403242

2. Montanaro v. City of Cathedral City, RCSC Case No. CVPS2302625 RCSC Appellate Division Case No. APRI2300078 (Riverside County Superior Court Appellate Division) / 4th Dist. Cal Court of Appeal, Div. 2 Case No. E084343

Recommendation: This is a Closed Session Item.

B. Conference with Labor Negotiator Pursuant to Government Code Section 54956.6

Agency Negotiator: Charles McClendon, City Manager Represented Employees: Non-represented Employees and Cathedral City Police Officers Association

Recommendation: This is a Closed Session Item.

3. STUDY SESSION

A. Wayfinding Signage Presentation

Recommendation: This item is presented for information, discussion, and direction only.

B. Presentation and Discussion of Priorities to Guide the Request for Proposals for the Zoning Code Update

Recommendation: Selection of the top priorities to include in the scope of work for the zoning code update RFP (request for proposals).

C. Update on Achievement of Strategic Plan Goals and Objectives

Recommendation: This item is provided for information, discussion and direction only.

RECESS

REGULAR MEETING - 5:30 PM

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **INVOCATION (MOMENT OF REFLECTION)**
- **ROLL CALL**
- **AGENDA FINALIZATION**

1. PUBLIC COMMENTS

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda but may briefly respond to

statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendized for a future meeting. Public Comment will be limited to three (3) minutes.

2. COUNCIL REPORTS

This is an opportunity for each member of the City Council to report on any conferences they attend, local events or make any other comments they may have.

3. CONSENT AGENDA

The following Consent Calendar items are expected to be routine and noncontroversial. They will be acted upon by the City Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent Calendar for discussion.

A. Waive Full Reading of Ordinances on Agenda

Recommendation: Waive Full Reading of Ordinances on Agenda.

B. Approval of the July 24, Study Session and Regular Council Meeting.

Recommendation: Approve the July 24, 2024 Study Session and Regular Council Minutes.

C. Check Demand – July

Recommendation: The City Council acting in its capacity for the City, the Successor Agency to the former Redevelopment Agency, the Housing Successor Agency and the Cathedral City Public Finance Authority Board receive and file payment of claims and demands in the aggregate sum of $25,323,731.29 for the month of July 2024.

D. Approve the Addition of Soccer Field Reservations to Current Fees and Policy Manual and Field Reservation Form for City Baseball/Softball Fields.

Recommendation: Approve the Addition of Soccer Field Reservations to Current Fees and Policy Manual and Field Reservation Form for City Baseball/Softball Fields.

E. Contract Amendment No. 1 to the Professional Services Agreement for Construction Engineering Services on Federal HSIP Projects - HSIP 9A and HSIP 9B

Recommendation: To approve Amendment No. 1 to the Professional Services Agreements for construction engineering services on Federally-funded Highway Safety Improvements Program (HSIP) projects with Z&K Consultants on HSIP Cycle 9A – Traffic Signal Improvements at 12 Intersections Project (C08752) and with Willdan Engineering on HSIP 9B – Varner Road Safety Improvements Project (C08751); and, authorize the City Manager to execute the required Amendment documents.

F. Amendment Six to AB 2766 Memorandum of Understanding (MOU) Between CVAG and Member Jurisdictions to Provide Sustainable Funding of the Regional PM10 Street Sweeping Program

Recommendation: To approve Amendment Six to AB 2766 Memorandum of Understanding (MOU) between the Coachella Valley Association of Governments (CVAG) and member jurisdictions to maintain contributions from the cities and the County at 75% to provide sustainable funding of the regional PM10 Street Sweeping Program through June 30, 2026; and authorize the City Manager to execute Amendment Six to the AB 2766 Memorandum of Understanding (MOU).

G. Notice of Completion for Landau Boulevard/McCallum Way Intersection Improvements

Recommendation: To accept and approve the Landau Boulevard/McCallum Way Intersection Improvements (C08662), as final; authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to DBX, Inc. upon expiration of the notice of completion.

H. Emergency Vehicle Access Agreement with the City of Palm Springs

Recommendation: Approve and authorize the City Manager to execute the emergency access agreement with the City of Palm Springs to grant to the City of Cathedral City the right of ingress and egress for emergency vehicles and personnel over an access easement within the City of Palm Springs for the benefit of Tract Nos. 32557 and Tract No. 32558 located within the City of Cathedral City.

I. Purchase of Three Chevrolet Tahoe PPV from Utilitac Equipment & Upfitting

Recommendation: To authorize staff to purchase three (3) Chevrolet Tahoe PPV's from Utilitac Equipment & Upfitting; three Watchguard In-Car camera systems from Motorola Solutions; installation of decals from SoCal Branding and door paint from I-10 Collision for a total cost of $298,008.264

J. School Resource Officer Contract for School Year 2024-2025

Recommendation: To authorize an agreement, in the amount not to exceed $171,184.00 by and between the City of Cathedral City and Palm Springs Unified School District for the Police Department to provide the district one trained police officer on a full-time basis as a School Resource Officer (SRO) for FY 2024/2025.

K. Police Department Patrol Vehicle Replacement

Recommendation: To authorize staff to purchase one Chevy Tahoe from UtiliTac equipment & Upfitting, which will be utilized by CCPD to replace the vehicle destroyed during a traffic

accident at a total cost of $90,811.90 and authorize staff to receive insurance reimbursement for the destroyed vehicle in the amount of $40,811.90.

L. Approval of the Parks and Community Events Commission Support of the Mobile Spay and Neuter Clinic

Recommendation: To approve $3,200 from the Parks and Community Events Commission Fiscal Year 2024-2025 small events budget to support the mobile spay and neuter clinic at the Cathedral City Library on October 16, 2024.

M. CCHS Homecoming Parade 2024 SUP

Recommendation: To approve the Special Use Permit (SUP) for the Cathedral City High School Homecoming Parade on Thursday, Oct. 17, 2024, and waive the application fee.

N. Authorize a Budget Amendment to Carry Over $95,000 in Unspent Funds from the Fire Department's 2023/24 FY Budget to the 2024/25 FY Budget for Fire Deparment Radios and Repeater System

Recommendation: To authorize a budget amendment to carry over $95,000 in unspent funds from the Fire Department's 2023/24 FY budget to the 2024/25 FY budget.

O. Approval of a Report on the Effects of Measure W

Recommendation: To approve a report summarizing the effects of Measure W.

P. Resolution Supporting Measure W

Recommendation: To approve a resolution expressing City Council support for Measure W.

4. PUBLIC HEARINGS

A. First Amendment to the 2016 Tax Sharing Agreement with GL HOD, LLC, doing business as Honda of the Desert

Recommendation: To conduct a public hearing under Municipal Code Title 3, Chapter 3.46 to receive evidence and testimony; and consider terms of a first amendment to Sales Tax Sharing agreement with GL HOD, LLC, doing business as “Honda of the Desert” (“GL HOD”) to include GL TOD, LLC, doing business as “Toyota of the Desert” (“GL TOD”), collectively the “Applicant”, and adopt a resolution making findings and authorizing the City Manager to execute the first amendment to sales tax sharing agreement, consistent with the terms set forth in the resolution.

B. General Plan Amendment No. 24-001

Recommendation:

1. Find that no further environmental review is required under the California Environmental

Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).

2. Adopt a resolution approving General Plan Amendment No. 24-001 based on the findings and conclusions contained in the staff report.

5. LEGISLATIVE ACTIONS

A. Approve Cost Sharing Agreement with Palm Springs Motors in Cathedral City for Digital Reader Board Replacement

Recommendation: To approve a cost sharing agreement with Palm Springs Motors in Cathedral City to contribute 50%, or an amount not to exceed $135,680.50 of the acquisition and installation costs, in order to replace one digital reader board; approve a budget amendment to the Economic Development Community Assistance Budget in the amount of $135,680.50 for the expenditure; and authorize the City Manager to execute the agreement.

B. To Approve the Public Arts Commission's Recommendation of Artists to Paint the Ocotillo Park Benches.

Recommendation: To approve the Public Arts Commission’s recommendation of artists to pain the Ocotillo Park Benches.

C. Tastes & Sounds Fall Series, Movies in the Park & SnowFest Budget Adjustment

Recommendation: To authorize the adoption of a fall Tastes & Sounds of Cathedral City and Movies in the Park series in the Community Amphitheater, and to transfer $25,000 from this year’s SnowFest event budget to the Taste of Jalisco Festival, Jan. 31 - Feb. 2, 2025.

D. Second Amendment to Agreement for Animal Control Field and Shelter Services with County of Riverside, Department of Animal Services

Recommendation: To approve the second amendment to the agreement for animal control field and shelter services with the County of Riverside, Department of Animal Services for animal control services and authorize the City Manager to execute the agreement.

E. Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) FEMA AFG Grant

Recommendation: To accept an Assistance to Firefighters (AFG) grant from the Federal Emergency Management Agency (FEMA) in the amount of $154,607.27 and authorize $15,460.73 in local match funds.

F. Acceptance of Office of Traffic Safety (OTS) Grant

Recommendation: To accept a grant from the Office of Traffic Safety (OTS) in

the amount of $45,650.00 to promote child car safety seat awareness and proper installation.

G. Acceptance of Two (2) Grants to Update the City's Local Hazard Mitigation Plan

Recommendation: To accept two (2) grant awards from the Federal Emergency Management Agency (FEMA) in the amount of $149,631.00 and in the amount of $7,896.00 for subrecipient management costs (SRMC). Additionally, approve a grant from the California Office of Emergency Services (Cal OES) in the amount of $49,877.00 all to update the city's local hazard mitigation plan.

H. Acceptance of a CERT Grant from the California Office of Emergency Services (Cal OES) to Update the City's CERT Trailer and Equipment

Recommendation: To accept a grant from the California Office of Emergency Services (Cal OES) in the amount of $25,000 to update the city's CERT trailer and equipment.

I. Resolution to Authorize the City Manager, or Designee, to Submit an Application for Fiscal Year 2024 Safe Streets and Roads Safe for All Grant Program for a Comprehensive Safety Action Plan.

Recommendation: To adopt a resolution authorizing submittal of an application for the fiscal year 2024 Safe Streets and Roads for All (SS4A) Grant program to the United States Department of Transportation (USDOT) for a grant funding opportunity to create a Comprehensive Safety Action Plan, and authorize the City Manager, or his designee, to execute all documents necessary to implement and secure payments.

J. Approval of the Reimbursement Agreement between CVAG and the City of Cathedral City for the CVAG Varner Road I-10 Bypass Feasibility Study

Recommendation: To approve a reimbursement agreement between the Coachella Valley Association of Governments (CVAG) and the City of Cathedral City (City) for the CVAG Varner Road I-10 Bypass Feasibility Study; and authorize the City Manager to execute the Agreement; and approve funding for the agreement obligations in an amount not to exceed $86,463.47.

K. HSIP Cycle 12 Grant Application Preparation

Recommendation: To authorize the City Engineer to execute a task order in the not to exceed amount of $20,000, with the city on-call traffic engineering consultant STC Traffic Inc. (STC) to provide engineering assistance and complete grant applications for the HSIP Cycle 12 Call-for-Projects Funding Program; and, once completed authorize the City Engineer to submit the HSIP Cycle 12 grant application packages to Caltrans.

L. Notice of Completion for Panorama Neighborhood Pavement

Reconstruction Projects

Recommendation: To accept and approve the Panorama Neighborhood Pavement Reconstruction projects: Horizon Road (C08676), Los Gatos Road (C08677), Panorama Road (C08678), East-West Alley (C08679), and North-South Alley (C08680), as final; and authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to Hardy & Harper, Inc. upon expiration of the notice of completion.

6. DISCUSSION ON FUTURE AGENDA ITEMS

This is an opportunity for members of the City Council to request that, and for the City Council to discuss whether, one or more items should be added to the agenda of a future regular or special City Council meeting. To comply with the Brown Act, discussion should be limited to whether to add the item(s), and direction given to the City Manager regarding scheduling and prioritization of the item(s).

7. CLOSED SESSION

ADJOURNMENT

NOTES TO THE PUBLIC

The City of Cathedral City complies with the Americans with Disabilities Act of 1990. If you require special assistance to participate in this meeting, please call the City Clerk's Office at (760) 770-0322 at least 48 hours prior to the meeting.

If you desire to address the City Council during the meeting, please complete a Request to Speak Form available at the entrance and present it to the City Clerk. Speakers will be called upon at the appropriate time.

Any documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office at City Hall located at 68-700 Avenida Lalo Guerrero during normal business hours. In addition, such documents will be posted on the City's website at www.cathedralcity.gov.

Cathedral City

Staff Report

City Council

Item No. 2.A

Meeting Date:	August 14, 2024
From:	Eric S. Vail, City Attorney
Title:	**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** Pursuant to Government Code section 54956.9(d)(1) Number of Matters: Two (2) 1. Levik v. City of Cathedral City, RCSC Case No. CVPS2403242 2. Montanaro v. City of Cathedral City, RCSC Case No. CVPS2302625 RCSC Appellate Division Case No. APRI2300078 (Riverside County Superior Court Appellate Division) / 4th Dist. Cal Court of Appeal, Div. 2 Case No. E084343

Staff Report

City Council

Item No. 2.B

Meeting Date:	August 14, 2024
From:	Charles McClendon, City Manager
Title:	Conference with Labor Negotiator Pursuant to Government Code Section 54956.6 **Agency Negotiator:** Charles McClendon, City Manager Represented **Employees:** Non-represented Employees and Cathedral City Police Officers Association

Staff Report

City Council

Item No. 3.A

Meeting Date: August 14, 2024

From: Ryan Hunt, Communications & Events Manager

Title: Wayfinding Signage Presentation

RECOMMENDATION:
This item is presented for information, discussion, and direction only.

BACKGROUND:

Based on the original 2016 Wayfinding Signage project, Communications & Events has been working with Community & Economic Development researching proposals and the cost for new wayfinding signage at key points throughout Cathedral City. This is part of the City's 5-Year Strategic Plan Goal B - Community Investment. The specific action item is B-9, which is to "Improve wayfinding signage to direct visitors to destinations in the community."

DISCUSSION:

Staff has already installed new wayfinding signage in the Community Amphitheater to attract greater attention to restroom and concession areas. Communications & Events would like to do this for key directional and landmark signage throughout our community and is looking for guidance from the City Council on the direction and how much should be achieved in the next biennial budget.

Working with the company that installed our wayfinding signage in the amphitheater, staff has had initial discussions and developed a four-phased approach with an approximate cost in the $300,000 range. This would include significant repainting and new labeling/updates to emphasize key landmarks like The Perez Arts District, Agua Caliente Casino Cathedral City and many others. The company's production manager has stated if we go the powder coating route for painting, the signs will not fade as rapidly and will last longer. This is particularly important when dealing with the harsh sunlight experienced by our desert climate. Staff would do a formal bid if the City Council chose to proceed with this project as part of the upcoming biennial budget.

FISCAL IMPACT:

This item is presented for information, discussion, and direction only.

FIVE-YEAR STRATEGIC PLAN:

B-9 Improve wayfinding signage to direct visitors to destinations in the community

ATTACHMENTS:

1. Examples of exiting wayfinding signage


Cathedral City
City Hall / Police
Pickford Theater
Shop & Dine
LeAnn Rimes
SATURDAY, NOVEMBER 23
www.HOTAIRBALLOONFEST.com




Cathedral City
Theaters
Parking
City Hall/
Police




Cathedral City
Perez Corridor
Auto Center
Sports Park


dd's DISCOUNTS


Cathedral City
Downtown
Library/P.O.
Sports Park
I 10


Cathedral City
Theaters
City Hall/
Police
Senior Ctr
30


Cathedral City
Auto Center
Perez Corridor
Resorts/Golf


Cathedral City
Auto Center
Theaters
City Hall
Senior Ctr




Cathedral City
City Hall / Police
Pickford Theatre
CVRep Theatre


Cathedral City
Shop & Dine
Pickford Theatre
CVRep Theatre
Restaurants
LeAnn Rimes
SATURDAY, NOVEMBER 23
Doors open at 3:30
Emily West at 4:00 PM
LeAnn Rimes at 5:00 PM
www.HOTAIRBALLOONFEST.com


Cathedral City
Pickford Theatre
City Hall / Police
CVRep Theatre


Cathedral City
Shop & Dine
CVRep Theatre
Restaurants
MONSTER SHAKES
LeAnn Rimes
AN EVENING WITH
LeAnn Rimes
SATURDAY, NOVEMBER 23
Doors open at 3:30
Emily West at 4:00 PM
LeAnn Rimes at 5:00 PM
WWW.HOTAIRBALLOONFEST.COM

Cathedral City

Staff Report

City Council

Item No. 3.B

Meeting Date:	August 14, 2024
From:	Andrew Firestine, Community and Economic Development Director
Title:	Presentation and Discussion of Priorities to Guide the Request for Proposals for the Zoning Code Update

RECOMMENDATION:
Staff requests City Council's selection of the top priorities to include in the scope of work for the request for proposals (RFP) for the zoning code update.

BACKGROUND:

The current zoning code was adopted in the 1980s and, although it has been amended since then, it and the accompanying design guidelines (1997) are outdated and do not reflect current directions in land use development or align with the City's 2040 General Plan. The 5-Year Strategic Plan, as originally developed in 2023 and updated in 2024 establishes several goals related to an update of the zoning code, including to streamline and facilitate the development review process (C-8) and update the zoning code and design guidelines (F-1), among others described in the corresponding section of this report.

As a matter of background, the General Plan is a long-range guiding document establishing the future vision for the city and the zoning code is the set of tools (regulations, incentives, directives, standards, etc.) implementing that vision. The 2040 General Plan includes the Land Use, Circulation, Housing, and Community Design Elements, which underscore the need for a modern zoning code. The Community Design element provides strong support for good design standards leading to placemaking that will position Cathedral City as the place to be. Another example in the Community Design Element is flexible parking standards that recognize consumer preferences and help facilitate increased choice in the market in both the residential and non-residential built environment. The Land Use and Housing Elements recognize that land use efficiency can strengthen the social fabric and the local economy, and supports mixing of uses and infill development, while increasing development intensity which leads to cost savings for both developer and the municipality/taxpayer. These planning tactics are limited by the existing zoning code instead, they should be encouraged.

Some examples of directives in the General Plan's Land Use Element that point to the zoning code update include:

- Policy 3 states the City shall encourage mixed-use development that integrates a mix of residential and commercial services and facilitates transit service.
- Policy 8 directs that the Zoning Code shall correspond to the goals, policies, and programs of the General Plan.
- Programs 3.A and 8.A direct the City to implement and periodically review and update the Design Guidelines to ensure they deliver vibrant and dynamically integrated mixed-use neighborhoods throughout the community, and overall maintain consistency with the General Plan.

Amendments to the zoning code have occurred over the years, typically in response to State mandates; this piecemeal amendment process, however, cannot keep up with the scale of changes in the development environment which had led to a code in need of a comprehensive update to a degree that outpaced staff capacity. The extensive nature of these issues makes clear the need to formulate a custom zoning code to meet the specific needs and goals of the City.

Staff has prepared a request for proposal (RFP) with a thorough scope of work (SOW) to solicit consultants to work with the City in drafting the zoning code update and preparation of the document for final adoption. Code updates are specialized documents and require specific expertise from qualified consultants. The RFP and SOW are the City's opportunity to express its priorities and desired outcomes through the zoning code update to prospective bidders to attract the right mix of firms bidding on the project and creating the best opportunity to identify a firm that can produce a zoning code that aligns with the community's needs. The draft SOW is attached for reference.

Staff solicited feedback on selected policy items through a survey sent to the Historic Preservation Committee (HPC), Architectural Review Committee (ARC), Planning Commission (PC) and City Council members. The questions were culled from an extensive inventory of identified issues and aimed to provide guidance to this RFP process. This short list does not represent an exhaustive survey of inclusions in the zoning code update. Instead, these priorities represent a starting point from which we solicit the best consultant for our specific needs. The inventory of issues has been compiled by staff and includes concerns collected from other departments including management and City Council, other departments, and the development community.

DISCUSSION:

The list of potential priorities highlighted in the survey (attached) included the following, and others:

- Design guidelines: objective or subjective standards; utilize design standards to create a competitive advantage and attract more investment
- Alternate compliance process: requires projects to demonstrate a high level of design and performance although the project does not meet every design or development standard
- Creating economic development opportunities by seeking more mixed-use, reuse, and infill; create pathways for re-use of vacant spaces/buildings
- Incorporate tools for increasing housing supply production (which were framed in the

survey as “Prohousing” tools)
- Modernizing parking standards, allowing adaptive reuse of some parking and/or requiring fewer spaces
- Calibrating and aligning allowed uses within zoning districts; encourage a more diverse range of uses in commercial-only areas
- Climate resilience standards and tools; mitigate urban heat with better landscape standards
- Appropriate levels of staff and ministerial reviews; maintain transparency and due process and high level of design

A total of 13 responses to the survey were received from which staff created a summary presentation for the associated boards to weigh in on with the intent to forward those concerns and comments to City Council. Some themes that emerged during Committee member and Commissioner comments included:

- Value the importance of our existing neighborhoods which were the reason people moved here.
- Suburban density is acceptable, but not reaching urban scale (unless limited to more urban areas).
- Streamlining and staff/ministerial reviews are well-intended but can eliminate transparency in the process. They would like to ensure high quality design reviews – including façade modifications.
- Expressed some concern that objective standards might not be “objective” and what if they produce a less-than-desirable outcome? If we apply objective standards, ensure that they are understandable and that all approvals comply with minimums.
- Ensure that infill and build-ups are maintaining context with the surroundings; don’t push all new density next to existing valuable neighborhoods.
- Support for creative designs and design solutions. There was tremendous support for an alternative compliance route – again ensuring that the alternate design demonstrates and produces as high or higher quality design/development than the standards would have produced.
- Be mindful to not build all new housing so small it doesn’t work for families. Ensure a variety of diversity and choice in housing.
- Like having good standards that produce good results; consider design standards for unusual uses like wireless towers, and other objectionable uses that don’t have standards.
- Link development to the available infrastructure; to not overload parks, streets, etc.

The draft SOW incorporates multiple objectives, including those that: relate to the implementation of the Housing Element; update the design guidelines; promote flexible and easy to understand development standards; streamline the review process and remove barriers to facilitate development; direct the development of a code that is user-friendly; and call for a robust public engagement process. These are high level objectives that are reflected in most code modernizations.

The draft SOW also provides an opportunity for additional priorities to be expressed that may provide additional context and perspective on issues specific to Cathedral City. Based on the feedback received from the survey and the discussions with the Historic Preservation (HPC) and Architectural Review Committees (ARC) and the Planning Commission (PC),

staff suggests the following as additional priorities to be added to the SOW and RFP:

- Devise an alternate compliance option that delivers high performance in an alternate design
- Promote mixed-use in existing commercial space (including reuse and infill) to allow housing choice along the commercial corridors
- Creative solutions for infill development, such as incremental build-outs
- Tools for increasing housing supply with a mix of types for families
- Updating design standards to use design to our competitive advantage – create interest and excitement for developing in Cathedral City
- Incentivize infill and adaptive reuse of existing corridor sites through mixed-use opportunities and alternative compliance options (including flexible parking)
- Respect existing and established neighborhoods; review and calibrate residential development standards and ensure there are adequate protections and buffers in place

Following the City Council study session, staff will release the RFP. The RFP directs the selected consultant to work with City staff on a robust public engagement plan, leveraging both internal and external resources. Staff anticipates creating a steering committee as well as a technical advisory committee to guide the process and the product through to successful completion.

Staff anticipate serving as project manager and technical advisory to the consultant team for the duration of the process which is expected to be completed within 24 months.
Staff will present results from the recent survey along with feedback from the Historic Preservation (HPC) and Architectural Review Committees (ARC) and the Planning Commission (PC) for Council's consideration in selecting priorities.

FISCAL IMPACT:

The City has a General Plan Maintenance Surcharge fee contributing 75% to this project and has allocated an additional 25% share of the Housing Successor Agency funds to cover zoning code housing-related tools. The total amount will serve as a not to exceed (NTE) amount with the final cost estimates unknown until proposals are received and reviewed. For comparison, the City of Palm Desert and the City of Palm Springs contracts with similar scope of service were $428,080 and $640,885, respectively.

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
	General Plan Maintenance Surcharge	711-000-000-000-3320-3335	M0XXXX	$360,000	
	Housing Successor Agency	561-900-910-911-8600-8601	M0XXXX	$120,000	
2024-2025	Total			$480,000	One-time

FIVE-YEAR STRATEGIC PLAN:

Goal C-8: Implement a private development entitlement and plan review systems which is predictable, streamlines internal intake and review processes, and creates applicant experiences which are facilitative vs. regulatory

Goal F-1: Develop comprehensive strategy to amend the zoning code and update design guidelines, identifying what work city staff can/should accomplish and what would optimally be contracted out, including:

1. development of objective design standards in response to new state housing laws
2. overhaul of commercial zoning code
3. substantial update of design guidelines
4. streamlining of development review processes
5. implementation of CCGP and Housing Element goals, policies, and programs
6. continued implementation of new state legislation

Goal F-2: Prioritize updating the zoning code regarding residential parking and paving provisions, research and give recommendations on enabling parking prohibitions in front of mailboxes (PW) see progress updates

Goal F-7: Review land use regulations to support diverse, accessible, and affordable housing

Goal F-14: Develop standard plans, streamlined processes and educational materials that promote ADUs to increase housing production

Goal B: Ordinance revision to expedite permit process for EV charging stations (see CCMC Chapter 8.64)

ATTACHMENTS:

1. Survey sent to ARC, HPC, PC, City Council
2. Draft Scope of Work for the zoning code update

City Council Members - Zoning Code Priorities

Ranking of land use policy statements by City Council to guide the Zoning Code Update. From here, the consultant will be directed to provide a modern, streamlined zoning code that delivers the City's long-range vision in the General Plan, through the lens of Council's policy objectives.

* Required

1. The following distinction may be helpful in answering the first few questions: *design guidelines direct forms and appearance of the buildings such as roof types, building arrangement, and architectural styles, while development standards prescribe land preparation and setting such as setbacks, height, drainage, landscaping, parking. Both design guidelines and development standards may be tailored to apply to specific areas and/or types of development.*

   Which areas of the City should Design Guidelines apply to? *

   Please select at most 5 options.

   - [ ] Downtown Cathedral City
   - [ ] Commercial and mixed-use properties within the City
   - [ ] Multi-family residential projects (of a specified size)
   - [ ] All residential, including multi-family and single-family
   - [ ] Design Guidelines shouldn't apply anywhere
   - [ ] Other

2. Design Guidelines may be objective (prescriptive or "fixed") or they may be subjective (flexible, open to interpretation). How should the City's Design Guidelines be formatted: *

	Strongly agree	Agree	Disagree	Strongly disagree
Guidelines should be objective, leaving less room for interpretation or flexibility	○	○	○	○
Allow for an alternate compliance where strict adherence to the standards would not allow for a non-standard design	○	○	○	○
Guidelines should be more subjective, allowing more room for creativity and flexibility in design	○	○	○	○

o

3. Which of the following development standards (*setbacks, height, parking, landscape, etc.*) would you like to see as priorities with this Zoning Code Update: *

Please select at most 5 options.

- ☐ The Downtown should have separate development standards from other commercial areas and zoning districts
- ☐ Development standards should be based on the area or the zoning district

- [ ] Development standards should apply to multi-family development (of a specified size)

- [ ] The City should create a process to consider alternative development standards for proposals that do not meet the standards, but would produce a higher quality project than if a strict adherence to the standards was required

- [ ] Consider spacing between certain types of businesses (such as auto repair and auto body shops, resale of used goods, cannabis facilities, personal service businesses) to promote business diversity within specific geographic locations or neighborhoods

- [ ] Modify residential development standards to promote greater development intensity and promote housing supply production, which may include increasing height limits, reducing minimum lot or dwelling unit sizes, decreasing setbacks, and increasing lot coverage

- [ ] None of the above

- [ ] Other

4. Which of these tools should the City leverage to promote economic development and infill opportunities : *

- [ ] Reduced parking standards when supported by shared parking arrangements

- [ ] Develop flexible parking standards that reflect today's lifestyles (ie: shop or work from home)

- [ ] Incorporate parking maximums

- [ ] Assess the Downtown Residential Neighborhood and Mixed Use Commercial zoning districts to ensure allowed uses provide appropriate opportunities in the downtown, and that the development standards are aligned with goals for these areas

- [ ] Expedite development approvals as appropriate that will attract a mix of primary jobs and housing to deliver proper growth and promote prosperity (similar to Resolution 2022-57, but with more specific objectives)

- [ ] Promote administrative level approvals for identified types of projects that support stated economic development objectives

- [ ] Expedite review of mixed-use or infill development that includes housing and neighborhood level commercial services
- [ ] Other

5. The following tools are recognized by California Department of Housing and Community Development as qualifications for the HCD Prohousing designation. Which of these should the City consider including in the Zoning Code update to increase housing supply: *

- [ ] Allow smaller multi-family projects (triplex, fourplex, or up to a specific number of units) by right in low-density single-family residential zones
- [ ] Create ministerial review process for certain housing types or applications for fewer than a specified number of units
- [ ] Require infill sites/vacant properties to include a minimum proportion of development as housing
- [ ] Increase the density bonus above what is prescribed by State law and adopted into the Municipal Code by reference
- [ ] Increase lot coverage allowance when the increase is to construct an ADU
- [ ] Reduce or eliminate minimum parking standards, with or without related provisions such as proximity to transit or other multi-modal options
- [ ] Promote housing supply production through incentivizing standards (allowing more height, less setback) for specific housing types
- [ ] None of the above
- [ ] Other

6. Please place the following policy objectives in order of preference. Note that some of these policies mentioned in the section above are also included here. The goal of this question is to assess and prioritize the policy goal's importance: *

Allow departmental or staff level approvals of certain developments to reduce time and minimize the need for board and committee meetings

Evaluate allowed non-residential uses to ensure they are appropriate in their zoning districts, and create a process to allow some unlisted uses (which are prohibited)

Create new development opportunities through incentives or other means for mixed-use development

Apply performance standards to support economic development by ensuring a good mix of primary jobs and key businesses

Promote uses and development patterns that support pedestrians, cyclists, and transit use

Promote housing supply production through a variety of robust allowances or incentives

Update the parking standards to reflect changing transportation choices, increase shared parking, and support multi-modal transit/access

Address climate resilience and urban heat and provide incentives for mitigations such as renewable energy and turf removal, renewable energy generation, and hazard area planning

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SECTION 4 – SCOPE OF WORK

1.1 Context and Background:

A. Project Summary: The City is seeking competitive bids to prepare a comprehensive rewrite of the City's Zoning Code to modernize and streamline the development review process. The Zoning Code was published in 1981 and needs modernizing to reflect current preferences, incorporate subdivision and design guidelines, ensure alignment with the General Plan adopted in 2021 and consider appropriate incentives to keep the City competitive and attractive as a top choice for housing development and infill opportunity.

B. Specifically: The final product will incorporate the zoning and subdivision ordinances along with the revised design guidelines into a unified development code that aligns with other City functions. The adopted Code will be user-friendly yet comprehensive and inclusive, easy to understand and implement with supporting graphics and tables, provide appropriate level approval authority.

C. City Preparation. The City has conducted a series of listening events with developers and applicants, a brainstorming session, and initial interviews and surveys, with the objective of gaining meaningful insight into challenges and issues from outside of the organization. The Contractor should extract insight from this data for use in the drafting of the revised Code and plan to engage in additional or follow-up interviews as deemed necessary. The Code update will include evaluation of the existing code to analyze permit processes and design more predictable, and timely processes. The consultant will review and consider data the City collected during surveys, interviews, and listening tours.

D. About Cathedral City. Cathedral City lies immediately east of Palm Springs. The City was incorporated in 1981 and is home to 52,494 residents (2022 census data), the second most-populous city in the Coachella Valley, with about 14% of the Valley's population. The diverse city also boasts the lowest crime rate in the Coachella Valley, the greater regional area of about 370,000 people. The City serves as a service and housing hub between the more resort- and tourism-oriented destinations of Palm Springs and Rancho Mirage. Service and retail are primary sales tax generators, with automobile sales and related services comprising more than half of the City's sales tax revenues. The City has developed a solid foundation of long-range guiding documents that set a clear vision for the future of Cathedral City. Plans may be sidestepped due to challenges such as too-small lot assemblage, level of development capacity or expertise, or market forces. These factors combine making developing many of the City's vacant, infill, or opportunity sites particularly difficult. A clear pathway to achieve necessary flexibility at a staff level will add value to the City's reputation as a competitive economic player in the larger Coachella Valley region. The Code update should enhance both the community character and economic image.

E. Relation to General Plan and other Planning Documents. In 1982 the City adopted Ordinance 16 which effectively enacted Riverside County's subdivision process. Standalone Design Guidelines were adopted by resolution in 1989. The vision to compel this Update was laid out in the 2021 General Plan which anticipates a comprehensive review and amendment of the Zoning and Subdivision Ordinances to maintain consistency with the General Plan. More recently the 5-Year Strategic Plan

envisioned a plan review system that is predictable, streamlined and operates in a facilitative rather than regulatory environment. In addition, the City has adopted a number of Specific Plans, which the General Plan envisions as “a preferred method of detailed and systematic implementation of the General Plan for large or complex planning areas”. In addition to Specific Plans, the Planned Unit Development process is available for evaluating development not contemplated by the zoning code. The update should include mechanisms to ensure proper application of these tools to achieve their stated intent. The City also aims to reduce unnecessary barriers by allowing ministerial approvals that increase housing supply to assist in implementing the Housing Element.

F. Design Guidelines. The existing Design Guidelines are outdated. The Code update should explore incorporating revised design guidelines into the Zoning Ordinance.

G. Subdivision Regulation. The County’s Subdivision Ordinance was adopted by reference and needs to be modernized, simplified, and incorporated as a standalone section in the City’s Code.

H. Incentive Development. The Code update should include an overview of Resolution 2022-57. This resolution applies to a specific area of the city and provides valuable insight into City Council’s objectives in weighing tradeoffs to achieve mutually beneficial development outcomes. Similar incentivization should be explored for its appropriateness as inclusion into the final Code to offer flexibility to respond to external challenges. The Code update should evaluate opportunity sites throughout the City for appropriate incentives available to high quality development. Cathedral City’s Zoning Code should convey the City is a desirable and advantageous location for the development community beyond the City as well as beyond the Coachella Valley.

1.2 Scope:

A. The Contractor shall prepare an updated Zoning Code and associated regulations for the City of Cathedral City. The zoning code update shall include at least these minimum elements:

1. Background analysis of the existing Code in light of the inventory of known issues and concerns, and outline a framework for the new updated Code including timeframes and milestones. Milestones should be considered as elements of the final product delivered at key identified points along the timeline.

2. Evaluation and alignment with the City’s 2020-2040 General Plan: Ensure consistency with the Elements, particularly with the Land Use, Circulation, Housing, and Community Design Elements. Identify potential sites to accommodate additional housing, commercial, or employment uses. Implement the policies of the General Plan, as applicable.

3. Update Regulations pursuant to State and Federal Law: Ensure that the regulations of the Zoning Code are compliant with current State and Federal Law, including housing provisions, density bonuses, entitlement processes, federally-regulated uses like signage, wireless communication facilities, and alcohol sales.

4. Update other pertinent regulations in the City of Cathedral City Municipal Code as necessary to modernize or ensure consistency, and incorporate the following policies into the updated Code, including but not limited to:
    i. Devise an alternate compliance option that delivers high performance in an alternate design;
    ii. Promote mixed-use in existing commercial space (including reuse and infill) to allow housing choice along commercial corridors;
    iii. Creative solutions for infill development, such as incremental build-outs;
    iv. Tools for increasing housing supply with a mix of types for families;
    v. Updating design standards to use design to our competitive advantage – create interest and excitement for developing in Cathedral City;
    vi. Incentive infill and adaptive reuse of existing corridor sites through mixed-use opportunities and alternative compliance options (including flexible parking);
    vii. Respect existing standards and ensure there are adequate protections and buffers in place.
5. Incorporate the Housing Element and Affordable Housing Tools: Propose tools to remove barriers to housing production, in evaluation with available supply of land. Propose potential zoning changes to facilitate housing production. Consider a robust set of incentives and tools to increase housing supply. Provide recommendations from the list of California Department of Housing and Community Development Prohousing Designation Program incentives, as appropriate. Objective design standards are also required as part of housing affordability objective and should comply with at least the state minimum standards.
6. Update the Design Guidelines: Development, and relevant standards of design that are well-organized, flexible, and easy to understand for their respective geographic areas. Include an appropriate review process that allows for creativity and flexibility at a staff level. Design Guidelines should remain consistent with the Community Design Element.
7. Reduce Review Burdens: Eliminate the need for public meetings and hearings for applications more appropriate to staff-level review to maintain adequate levels of transparency and adherence to design principles.
8. Incorporate the Subdivision Ordinance: Update the subdivision ordinance, in conformance with state and local laws. Streamline the process ensuring it integrates with other City processes and divisions.
9. Prepare Relevant Maps and Figures: For readability and ease of understanding, the Code update should include illustrative figures and graphical depictions. Information that is more succinctly conveyed in tabular form should be formatted as tables and incorporated into the draft zoning code.
10. Promote flexible and easy to understand development standards: Identify barriers to development and recommend solutions to facilitate development and expedite the approvals process. Examine opportunities incentives to attract affordable housing development. Identify potential tools to incentivize economic

development and primary job creation, and opportunities for base income generation.

11. Ensure the Zoning Code is user-friendly. The revised Code should be easy to understand by both the development community and the general public, ensuring consistency in definitions, and organizing the document in an easy top read format with liberal use of tables, illustrations, and other graphics that aid in clearly communicating the Code's goals, objectives, and regulations. Digital copies of final materials shall also be transmitted to the City for public dissemination.
12. Public Engagement and Consultation: A robust outreach strategy will be necessary, in both English and Spanish, with all public-facing documents available in both languages. Outreach and engagement will include background/analysis phase to outline the revised Code framework and develop an inventory of identified issues/needs for the revision. This may involve open houses, targeted stakeholder interviews, and surveys as appropriate and agreed upon with the City. The City anticipates engaging a Steering Committee as well as a Technical Advisory group to aid in ensuring the draft code meets its objectives. Anticipate appropriate number of meetings with the Steering Committee and Planning Commission throughout the drafting process. The contractor will consider the data the City has collected through surveys, interviews and listening sessions and will reconcile the draft code with the inventory of identified issues.. A final draft will be presented to the City's Planning Commission prior to consideration by the City Council at public hearing.
13. Environmental Documentation/CEQA: The Contractor shall prepare any necessary documentation to ensure compliance with the California Environmental Quality Act (CEQA), which may include the preparation of a Negative Declaration or an Exemption.

1.3 Deliverables:

The Zoning Code update will require the minimum set of tasks and deliverables:

A. Background Analysis

1. Kick off meeting with relevant City Staff.
2. Review recent changes to relevant state laws pertaining to land use and development, including for example S.B.9, S.B.330, and other regulatory changes that direct the zoning and land use process.
3. Review the General Plan to identify items to be implemented in the Zoning Code and other changes necessary to provide consistency.
4. Research recent development activity through the City and Coachella Valley to identify development trends and regulatory gaps that may exist.
5. Evaluate existing neighborhoods to identify gaps or conflicts in zoning, or opportunities to better facilitate the City's land use goals and objectives, with particular focus on managing state-mandated density (ADUs, lot splits, etc.) and appropriate densification.
6. Investigate best practices from other jurisdictions as it relates to updating and modernizing the City's Zoning Code with a focus on affordability, intensification, economic development and diversification, natural resource preservation,

sustainability, climate resiliency, and urban heat mitigation, and provide appropriate recommendations accordingly.

7. Conduct analysis on the current Code to identify opportunities, and challenges to ensure the Zoning Code is responsive to current and forecasted development trends and forecasts.
8. Identify inconsistencies in the regulatory framework and discrepancies between zoning districts and the built form.
9. Analyze current entitlement processes and application procedures to identify opportunities to expedite processing times and remove barriers to development with a focus on housing development and economic diversification.
10. Milestone for completion: summary of findings and a detailed timeline for completion and adoption.
11. Plan of implementation: practical routes in implementing the updated Code, with implementation documentation, as needed.

B. Outreach and Citizen Participation.

1. Working with City staff, develop a public outreach strategy designed to inform stakeholders and community members and solicit input on potential changes to the Code. The outreach plan should include a variety of forums and strategies, including online surveys, open houses, stakeholder meetings, virtual meetings, and web/social media interactions.
2. Provide outreach to stakeholders and interested citizens relative to any background research/analysis, supporting studies/materials, draft plans, and final plans.
3. Prepare presentation and outreach materials.
4. May require up to two study sessions with the Planning Commission during the background/analysis and drafting phase to gather input prior to advancing for public review.
5. The City desires forming a technical advisory committee and steering committee to advise throughout the process and the consultant shall draft sections of the code to be reviewed by both review groups and feedback considered for inclusion into revised drafts.
6. Establish a website (or utilize the City's "Discover Cathedral City") to inform and educate and engage the public about the Zoning Code Update.
7. Create an on-line survey or similar tool to solicit feedback from community members.
8. Collect data and information from stakeholders, citizens, and other interested parties to assist in forming recommendations.

C. Drafting of Revised Zoning Code

1. Prepare drafts of the Revised Zoning Code, including all required maps and graphic materials, for review by City staff and use in public engagement.

2. Prepare any recommended changes to other relevant City policy or ordinance, including the Municipal Code, to modernize and ensure consistency with updated regulations.
3. Incorporate any changes that result from staff and stakeholder engagement.
4. Prepare digital copies of all materials, including relevant maps in a format that can be integrated with the City's internal GIS system as well as for potential public use on a digital platform.

D. Preparation of Environmental Documentation

1. Prepare an Initial Study in accordance with the California Environmental Quality Act (CEQA), if required. The Initial Study shall evaluate all potential environmental impacts associated with the proposed amendments to the Zoning Code. The City assumes that if an Initial Study is warranted, it will result in the preparation of a Negative Declaration.

E. Public Hearing and Adoption

1. Anticipate a minimum of two public hearings, each, before the Planning Commission and before the City Council.
2. Incorporate any changes into the draft Code that arise from the public hearings or as directed by the Planning Commission or City Council.
3. Assist in the preparation of any staff reports or presentation materials needed to present the revised plans to the public, Planning Commission, or City Council.

F. Final Updated Zoning Code

1. Prepare a Final Zoning Code, complete with changes as approved by the Planning Commission and City Council. A master copy shall be provided to the City from which copies may be made.
2. A digital copy in an electronic PDF format shall be provided that can be easily placed on the City's website for access by the public.
3. The Contractor will also provide the City with an editable version in MS Word.

G. Electronic/Online Land Use Code

1. Contractor will prepare an electronic version of the Code for posting on the City's website for access by the public. This may include a PDF of the entire Code, or a segmented version, at the discretion and need of the City.
2. Shapefiles for revised zoning district boundaries and other associated maps shall also be provided for incorporation into the City's GIS software for both internal and external use.

1.4 Schedule:

Work is anticipated for both zoning code update and urban design guidelines to commence in November 2024 and expected to be completed by the as follows:

The proposed project schedule is listed in the chart below: ALIGN WITH TIMELINE IN FRONT SECTION

Notice to Proceed	
Initial Kick Off Meeting	
Initial Study Session – Planning Commission	
Initial Public Outreach	
First Draft	
Outreach on Draft	
Final Draft	
Public Hearings/Adoption	

Dates TBD

1.5 Compensation:

Work will be compensated on a lumpsum basis for each of the tasks. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the percentage of work completed for the previous month as long as a detailed progress report is provided to support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City. The City has allocated $360,000 for the general zoning code update, with an additional $120,000 targeted for housing incentives and tools aimed at increasing production.

Staff Report

City Council

Item No. 3.C

Meeting Date: August 14, 2024

From: Charles McClendon, City Manager

Title: Update on Achievement of Strategic Plan Goals and Objectives

RECOMMENDATION:
This item is provided for information, discussion and direction only.

BACKGROUND:

The City Council, city staff and members of the public participated in a day long strategic planning session on Saturday January 27, 2024. During the strategic planning session, the Council reviewed progress made on the original five-year strategic plan developed and adopted in 2023 and developed some revisions and additions to the plan. The updated strategic plan was then formally adopted by the Council during the regular Council meeting on February 14, 2024.

DISCUSSION:

The five-year strategic plan serves as a significant and meaningful policy document which guides city staff and city commissions and committees throughout the year. City departments use the strategic plan to guide them as they develop individual departmental work plans for the year and as tasks and projects are assigned to city employees.

Six months have passed since the adoption of the current strategic plan. It is timely, therefore, to present Council with an update on the progress made on the goals and objectives of the plan. Staff will present information on selected goals and objectives during the meeting and a comprehensive document reviewing the status of all the goals and objectives is included as an attachment to this report.

FISCAL IMPACT:

To the extent possible goals and objectives are being addressed within the adopted departmental budgets. Some individual items will require an amendment to the adopted budget and those will be considered by Council individually. Others will require funding in future budgets and will be considered during development of the next biennial budget.

FIVE-YEAR STRATEGIC PLAN:

A-8 Implement the Strategic Plan by ensuring department work programs include initiatives which achieve Strategic Plan Actions and regularly review progress and accomplishments at City Manager Department Head Meetings.

ATTACHMENTS:

1. Strategic Plan document with updates

CITY OF CATHEDRAL CITY

5 YEAR STRATEGIC PLAN

Cathedral City

Revised and Updated
AUGUST 14, 2024

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Strategic Plan Overview

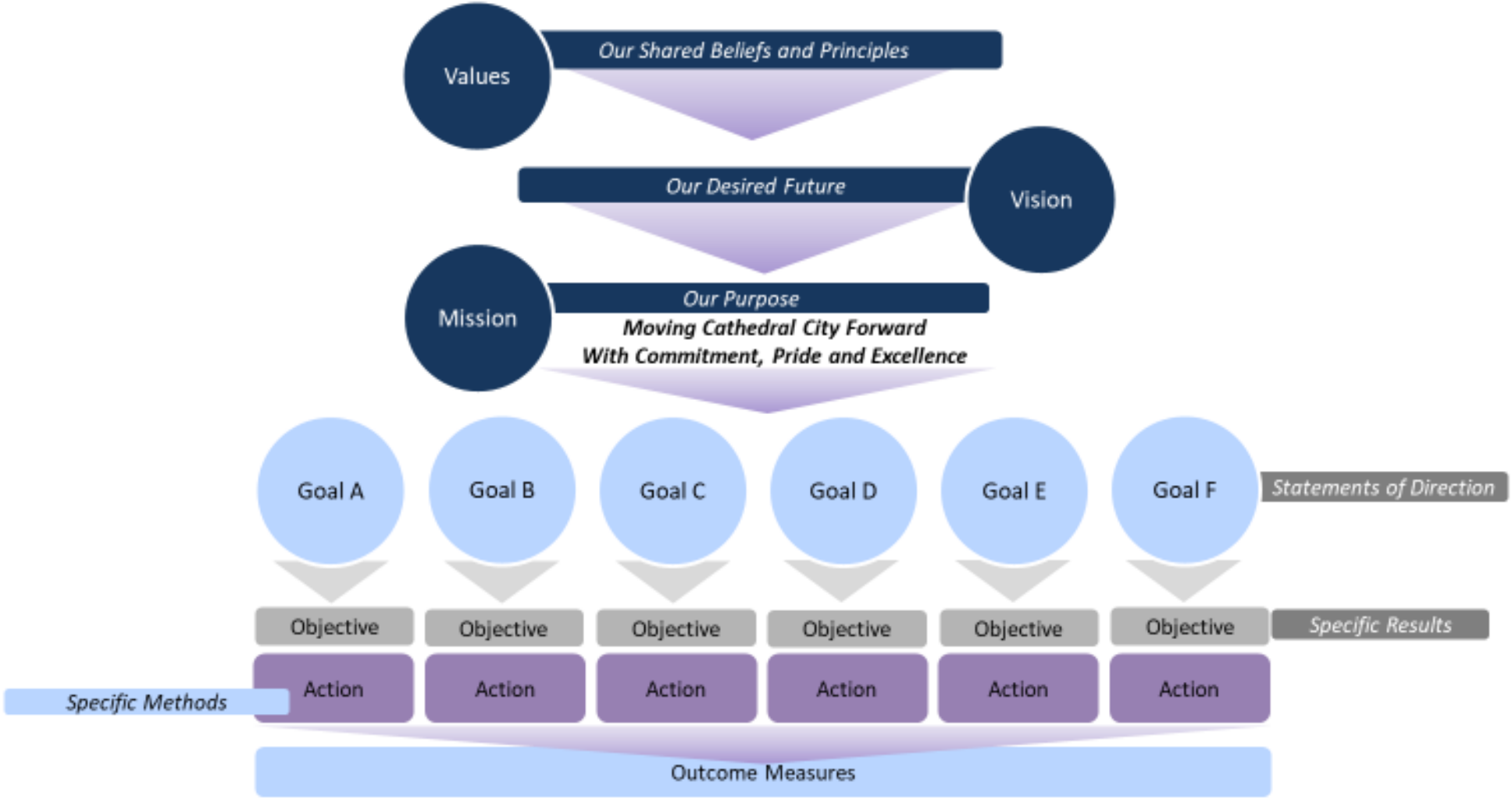


Updates to Council

January, 2024

August, 2024

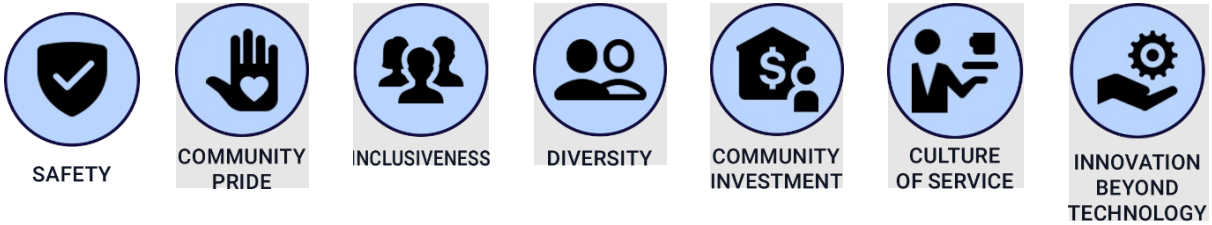
Strategic Plan Framework



VALUES/VISION/MISSION

The City's Values, Vision and Mission Statement create the foundation and framework for the Strategic Plan since collectively, they articulate our purpose, core beliefs and principles guiding how we serve our community, and our aspirations for the future. They also drive the Strategic Plan Matrix of Goals, Objectives, and Actions which inform department work programs and priorities.

OUR VALUES



OUR VISION

Cathedral City is a safe, family-oriented community that values, respects, and supports human differences and diverse perspectives. We strive to be a vibrant, progressive, enterprising, and visually attractive community. Our diverse housing options and vibrant businesses attract residents and visitors who choose Cathedral City for its culture, arts, special events, and natural resources.

OUR MISSION

Moving Cathedral City Forward with Commitment, Pride, and Excellence

Creating a safe, inclusive, and progressive community

Providing quality service

Valuing fairness, balance, and trust

Building partnerships

Honoring our similarities and differences

Celebrating our independent spirit

GOALS AND OBJECTIVES

Goals and Objectives identify key focus areas and strategies to achieve our vision, and which support and are aligned with our Mission and Values. They also represent aspirations for our community and will be used to guide and inform department work programs and priorities.



Goal A - SERVE THE COMMUNITY WITH PRIDE AND DEDICATION

Objective: Through diversity, equity, and inclusion driven employee programs and experiences, Cathedral City is the employer of choice with a workforce that is engaged, motivated, and respected public stewards.



Goal B - COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other infrastructure are well planned, designed, constructed and maintained.



Goal C - FISCAL STABILITY AND SUSTAINABILITY

Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.



Goal D – INNOVATION

Objective: Cathedral City continually focusses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.



Goal E - SAFETY

Objective: Cathedral City is safe for all who live, work, visit, and play in our community.



Goal F - EMBRACING, INCLUSIVE COMMUNITY

Objective: Cathedral City is valued and respected as a community that welcomes and embraces diversity, has an abundance of high quality and affordable housing options and vibrant businesses. Our neighborhoods are attractive, well-maintained, and issues surrounding homelessness have been compassionately

Goal A - SERVE THE COMMUNITY WITH PRIDE AND DEDICATION

Objective: Through diversity, equity, and inclusion driven employee programs and experiences, Cathedral City is the employer of choice with a workforce that is engaged, motivated, and respected public stewards.

Action	Action Description		Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
A-1	**Study the need to reallocate staff resources including the use of contracts**		**X**	**X**		**CMO**	**All Departments**
	Progress	**Dept**	**Status**				
	HR reviewing vendors such as CPS, Lincoln (EAP), PERMA and others for built in resources that can minimize staff burden.	CMO	HR partnered with CPS to draft interview questions. Department Heads will no longer have to create questions. Will continue researching other resources.				
	ACM and Development Services reviewing the need for possible contract planners to address volume of work in light of staff vacancies and capacity.	CMO/ DEV SVCS	Development Services/Planning is currently contracting with six planning and environmental consulting firms for on call services. Development Services/Building is using contractors for plan check and building inspection services. Within the next 12 months, Dev Services/Building will be going out to an RFP for plan check services (following the implementation of EnerGov). Code Compliance released an RFP for STVR contract services, and a new contract was completed.				
	Finance is reviewing existing maintenance vendors to update contracts.	FIN	With the June 26, 2024 study session update to City Council, Finance is using the Contract Tracker to update contracts and is working with departments on issuing Request for Proposal (RFP). This is an active and ongoing project for FY 2024/2025.				
	Inform the City Council of the current use of contracts.	CM/FIN/ PW	This was presented to the City Council on June 26, 2024 for information and direction, the "Contract Tracker" has been completed and is now a live document that City Staff can edit.				
A-2	**Review Comparison data on Council salaries and the process to update if warranted**					**CMO**	

	Progress	Dept	Status				
	City Council will come back to consider whether to propose a possible Charter amendment related to City Council salaries in the 2026 Election.	CMO/CC					
A-3	**Consider a Fire Cadet program to introduce youth to the potential for careers in fire and emergency service**		**X**	**X**		**Fire/HR**	
	Progress	**Dept**	**Status**				
	The Fire Department is evaluating relationships with PSUSD. Based on age group, HR will review labor laws. Fire Department will review PD's career path from cadet, explorer, recruit to permanent employment.	FIRE/HR	The Fire Department has met with the career counselors at Cathedral City High School and discussed the best ways to get students to participate in a cadet/explorer program. Cathedral City High School staff believes many students would be interested in a fire department career path. The Fire Department has set up additional meetings to discuss presentations to Cathedral City High School students in early spring. The Fire Department plans to bring a plan to the City Council in July or August of 2024. HR update: Obtaining information from current Cadet programs (Anaheim, Pasadena, OC). Working with FD on updating the manual. Tentative completion date: Sep. Fire Department update: Staff have compiled an interest list and will be conducting an orientation the first week of August with interview scheduled for September and the first meeting in October or November.				
A-4	**Develop and implement a professional development program to enhance career development opportunities, strengthen organizational capabilities, and increase organizational capacity**		**X**			**HR/CMO**	**All Departments**
	Progress	**Dept**	**Status**				
	Developed IT 311 SharePoint site for self-help information, IT instructions and other information to help staff utilize the City's technology systems and tools.	IT	IT 311 completed. IT will need to provide instructions that is part of the SharePoint training.				
	Implement IT on-boarding system to help new hires do a self-service computer setup.	IT	Researching solutions.				

	Provide training to staff on Office.com, OneDrive, Teams, SharePoint to increase staff's effectiveness.	IT	IT has postponed doing a monthly "Technology Days" until additional help desk staffing is hired and EnerGov project is completed. IT may also utilize the IT311 Sharepoint site as another training resource.
	Build a system with the goal of allowing newly promoted supervisors to obtain an LCW certificate; those not in a supervisory position can obtain the certificate and use the professional certificate as credit for supervisory experience. Ongoing - HR will continue to research programs and training opportunities. When opportunities are identified, they will be discussed with the Executive Team for feedback and buy-in.	HR/CMO	Current Programs: • LCW Public Sector Employment Relations Certificate - August 2024; roll out approved training courses for the 2024-2025 FY. - 22 EE currently working towards the certificate. • Municipal Management Association of Southern California (MMASC) available to employees • Ongoing
	Develop a Junior Engineering program to enhance professional and technical talent.	ENG/HR	The new Junior Engineer position within the engineering track program for the Engineering Division of the Public Works Department has been completed and is now advertised. Already received 9 applications for review.
	Code officers are encouraged to obtain certification through CACEO to become Certified Code Enforcement Officers.	DEV SVCS/ CODE	Ongoing. 2 officers are working on certification.
	Encourage planners to join professional memberships, attend training and conferences and continue educational experience.	DEV SVCS/ CODE	All planners are members of the American Planning Association and will be attending the annual APA conference and two planners are members of the Municipal Management Association of Southern California. Two planners have completed an Introductory CEQA course.
A-5	**Identify initiatives and establish programs which recognize and appreciate employee for performance, innovation, and efficiencies**		**X** **CMO/HR** **All Departments**
	Progress	**Dept**	**Status**
	• Quarterly Meetings allow recognition and appreciation of employees for achievements, performance, innovation, and efficiencies. • Bi-annual recognition luncheon in honor of employees who reach milestones – 5.10.15.20.25.30.35… years of service.	CMO/HR	Completed and Ongoing
	Programs to recognize innovation.	CMO/HR	A formal program has not yet been implemented. In June, 2024 the Assistant City Manager, Director of Community and Economic Development and Code Enforcement Manager attended the ICMA Local

			Government Reimagined Conference in Palm Desert which focused on AI in local government. In July, Deputy Director of Community and Economic Development and three planners attended the IPA Innovation Summit in Ontario.				
A-6	**Develop staff team building activities to encourage cohesion and foster a spirit of collaboration**				**X**	**HR**	**All Departments**
	Progress	**Dept**	**Status**				
	2023 – Events • City Hall Selfie Day August 15 • Baseball Opening Day • Father's Day Paint/Lunch • Holiday Secret Santa/Potluck • Halloween Dress-up Day • Hispanic Heritage Month/Potluck • Hurricane Hilary Staff Appreciation • Mother's Day Paint/Lunch 2024 – Calendar of events in the works. - Baseball Opening Grill N' Chill Luncheon - Cinco De Mayo Taco Fiesta Truck - Mother's Day Paint & Lunch - Father's Day Paint & Lunch - Outdoor Employee Appreciation Week 03/28/24 – Management Team Teambuilding event	HR/COM/ CMO	Collaborating with Communications and Events				
A-7	**Initiate a Class and Compensation Study to benchmark and proactively identify compensation issues which impact employee retention and employee attraction**			**X**		**HR**	
	Progress	**Dept**	**Status**				
	RFP in the works	HR	This project was temporarily on hold due to Hurricane Hillary. Staff will finalize the RFP and wait for approval to release it. Will include in the next biennial budget.				
A-8	**Implement the Strategic Plan by ensuring department work programs include initiatives which achieve Strategic Plan Actions**		**X**	**X**	**X**	**CMO**	**All Departments**

	and regularly review progress and accomplishments at City Manager Department Head Meetings						
	Progress	**Dept**	**Status**				
	Bi-annual updates to the City Council	CMO	Provided City Council update on 8/23/23, 1/27/24 and 2/14/2024. Next update scheduled for 8/14/24.				
A-9	**Include Community Satisfaction Survey in future budget to monitor community support and satisfaction of Strategic Plan outcomes and to objectively gather community opinions, preferences, and satisfaction of city services**			**X**	**~~X~~**	**CMO**	
	Progress	**Dept**	**Status**				
	Community Satisfaction Survey.	CMO	This will be included in the next biennial budget to be conducted prior to the 2026 strategic planning workshop.				
A-10	**Prepare a study session update on previous Council Adopted Goals over the past 5 years.**		**X**				
	Progress	**Dept**	**Status**				
	Staff to research prior goal setting documents and provide to the City Council for review and discussion.	CMO	Staff will complete this review and will bring it to the City Council for discussion in the fall.				

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**



Goal B - COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other infrastructure are well planned, designed, constructed and maintained.

Action	Action Description		Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
B-1	**Develop an Electric Vehicle transition plan to comply with upcoming state mandate and include consideration of providing publicly accessible charging stations**		**X**	**X**		**PW/Engin**	**Finance**
	Progress	**Dept**	**Status**				
	The Electric Vehicle Transition Plan will be included as an Element within the Climate Action Plan. The city is working with CVAG and other Coachella Valley Cities during the development process.	PW	The Coachella Valley Association of Governments (CVAG), in partnership with the Western Riverside Council of Governments and the San Bernardino Council of Governments, is currently working on a Comprehensive Climate Action Plan (CCAP) for the region. This initiative is funded through the EPA's Climate Pollution Reduction Grant (CPRG) Program. The CCAP will feature a dedicated chapter for each city within the region, covering topics such as Greenhouse Gas Inventory, reduction measures and a regional electric vehicle plan. Staff will use this opportunity to see how much of a base document is created out of this effort. Once reviewed, staff is looking to hire the same consultant to complete a more comprehensive plan for the city to update the current city's 2013 Climate Action Plan to include a substantive Electric Vehicle Transition Plan as well.				
B-2	**Develop an entryway, medians, and lighting master plan to provide appealing gateways to the City.**			**X**	**X**	**PW/Engin**	**Econ Dev/Dev Svcs**
	Progress	**Dept**	**Status**				
	Engineering and Public Works is developing an RFP that will aim to create visually appealing gateway entrances to the city.	PW	Mayor Pro Tem Ross and a subcommittee of the Public Arts Commission have developed a proposal for entryway signs that will be presented to the City Council for consideration in September, 2024. Public Works is working on getting a rough scope of pricing. Prior to the Mayor Pro Tem's project, staff had intended to issue an RFP for this project, however due to Tropical Storm Hillary expenditures, the Public Works Maintenance and				

			Engineering proposed General Fund expenditures for this year were reviewed and this item was deferred. Staff will look to restore budget for the project, if needed in the next budget cycle.				
B-3	**Develop and implement a wilderness trail plan**			**X**	**X**	**PW/Engin/ Dev Svcs**	
	Progress	**Dept**	**Status**				
	RFP will be initiated by Public Works. (Engineering and Public Works Maintenance jointly).	PW	Engineering and Public Works Maintenance were initiating the RFPs for this item for advertisement in September. The RFP will provide a module with signage, access points and identify the infrastructure needed to complete. Due to Tropical Storm Hillary expenditures, the Public Works Maintenance and Engineering proposed General Fund expenditures for this year were reviewed and this item was deferred. Staff will review restoring this project in the next biennial budget.				
B-4	**Complete a dog park in the southern part of the City**		**X**	**X**		**PW/Engin**	
	Progress	**Dept**	**Status**				
	Complete the design of the Downtown Dog Park and seek funding for construction.	ENG	The City Council approved the contract for the design consultant to start the construction plans for this project. The consultant has evaluated the existing restroom facilities and provided a cost evaluation to either remodel of raze and reconstruct. After staff's evaluation of the costs, the structure did not merit the cost of remodeling as opposed to constructing a new structure. Additionally, constructing a new restroom structure provided an opportunity for placement of restroom facilities in a significantly better location on the project site. The consultant has been working on the plans for this new location and the respective costs for the project. A presentation will be provided to the City Council on this project's progress in September.				
B-5	**Improve and expand Chuperosa Lane to become a point of pride in Cathedral City**		**X**	**X**	**X**	**Econ Dev**	**PW/Engin/ Dev Svcs**
	Progress	**Dept**	**Status**				

	The City Council supported implementing the August 24, 2023, M.I.G. Consulting Art Walk Conceptual Design- "Preferred Design Concept" during the October 25th Study Session.	ECON DEV	The Chuperosa Lane road has been cleared and graded. Public Works will routinely maintain. Public Works/Engineering is researching the steps necessary to eliminate vehicular traffic on some portions of Chuperosa Lane and to identify smaller financial steps the City can take to incrementally improve the project area.				
	Implement elements of the Chuperosa Lane plan as funding is identified or development occurs	ECON DEV/PW	Small projects have been identified to be considered for use by Council district improvement funds. Additional community engagement should be undertaken before implementing proposed improvements.				
B-6	**Maximize the use of existing resources to include underutilized parks and the library to support goals with the budget we have**			**X**		**CMO**	**PW/Engin**
	Progress	**Dept**	**Status**				
	Explore expanded uses for the library building.	CMO	Updated Library lease agreement; continue to identify what space needs exist for the library's use and what space could be utilized for other purposes. The Public Arts Commission has partnered with the library to conduct quarterly art exhibits, starting May 2024. The next scheduled exhibits are scheduled for August 24-25 and November 9-10. The City, in partnership with Riverside County established a cooling center at the library, starting on June 1.				
B-7	**Communicate with residents to move parked vehicles on street sweeping day**		**X**			**COM**	**PW/Engin**
	Progress	**Dept**	**Status**				
	Met with Public Works about messaging and ways staff can communicate about street sweeping day. This will include the website, social media and potentially video production.	COM	IT, Communications, Public Works Maintenance, and PD have been working on this project and meetings have ramped up in the past few months. This should be rolled out sometime in 2024, as staff will have finished demos from multiple platforms to help with messaging related to street sweeping and other necessary communications with our residents.				
	Review reverse 911/text messaging systems to communicate to residents.	COM/IT /CMO	Staff has completed seeing demos with three companies in December 2023 and January 2024. Selected CodeRed solution was ordered in July 2024. Staff are working on the roll-out schedule for the late summer. Implementation kick-off meeting was July 29th.				
B-8	**Improve pedestrian access to parks through the use of crosswalks and sidewalk improvements**		**X**	**X**		**PW/Engin**	
	Progress	**Dept**	**Status**				

	Funding for this effort was provided in the recent budget over a five-year period.	PW	Engineering and Public Works Maintenance were initiating the field visits and identification of the locations for the new additional crossings. Due to Tropical Storm Hillary expenditures, the Parks Maintenance Improvement Program General Fund expenditures for this year were reviewed and this overall item was, at that time deferred. Completed: Engineering and Public Works Maintenance installed a crosswalk at Panorama Park (Avenida Maravilla and Jarana Rd) which was funded using City Council Member Gregory's District Funds.					
	Other Council Member District Improvement Fund projects	PW	Councilmember Lamb: The Van Fleet Basketball Court renovation of surfacing and replacement of backboard net and bench project is completed. Mayor Carnevale: The Century Park Baseball Field Renovation to replace the backstop, install bleachers, increase the size of the baseball infield, project is completed. The Assistant City Manager Ambrose and the Public Works Director Corella are scheduling meetings with each Council Member individually to discuss potential projects for their districts (city) for this upcoming FY cycle.					
B-9	**Improve wayfinding signage to direct visitors to destinations in the community**			**X**		**COM**	**PW/Engin/ Dev Svcs/Econ Dev**
	Progress	**Dept**	**Status**				
	Stripped the old/washed out banners along Avenida Lalo Guerrero and met with a company who designs wayfinding signage to improve/refresh the current look and enhance the City's image. Installed new wayfinding signage in the Community Amphitheater to attract greater attention to restroom and concession areas.	COM	New colorful banners were installed along Avenida Lalo Guerrero in 2024 and Communications & Events is leading the effort on proposals for new wayfinding signage and refurbishment of current signage at key entry points throughout Cathedral City to be included in the next biennial budget. Presentation to Council scheduled for August 14.				
B-10	**Develop a traffic calming plan with strategies for addressing location specific speeding issues**		**X**	**X**		**PW/Engin**	**PD/Fire/Transit Agency**
	Progress	**Dept**	**Status**				

	An internal Traffic Calming Team is being assembled with Engineering, Public Works Maintenance and Police personnel to first identify equipment needs for the Traffic Calming trailer. Additionally, streets that staff have received complaints about are now accumulated on a spreadsheet in order to proceed with the target areas.	ENG/PW/ PD	The Traffic Calming Committee has procured all the necessary traffic calming trailer equipment for initiating temporary traffic calming efforts on individual street sections. During June and July 2024, the traffic-calming trailer was placed at Whispering Palms Trail, between Ramon Rd and Baristo Road. Staff found a variation of the data from the initial radar data vs. the traffic calming trailer radar data. Staff is retaking data at this time to complete a calibration for each device. The Traffic Calming Committee is also working with the police department's traffic enforcement division in its efforts. The queue for the next streets to receive the traffic calming trailer has been established with over 8 street section locations in line for evaluation.
	Implement traffic calming plan	ENG/PW/ PD	The City's Traffic Calming Policy is under modification at this time and will be presented as a Study Session item to the City Council in the Fall. The Police Department initiation of motor patrol traffic speed enforcement citywide has made a marked impact on speeding within the city.

B-11	**City Council to support a measure to provide funding for parks and recreation services through the DRD and other resident priorities including streets and enhanced Fire Department services**	**X**			**CMO/ Finance**	**PW/Engin**

	Progress	**Dept**	**Status**
	City Manager created a Resident Study Committee.	CMO	The City Manager facilitated four meetings with the Resident Study Committee. Presentations were also made by Finance, Public Works, and Fire. The Committee's recommendations were presented to the City Council on 1/24/24. The City Manager briefed the City's Finance Advisory Committee and met again with the Resident Study Committee on June 6 to discuss the City's current financial projections.
	Create proposed ballot language	CMO	City Council voted at the July 24, 2024, City Council meeting to place a question on the ballot for a ½ cent sales tax.
	Consult with DRD to see what they would do to make fields accessible to T-ball	CMO	To discuss with DRD.

B-12	**Complete construction of Esperanza Park - 2025**		**X**	**X**		**PW/Engin**	
	Progress	**Dept**	**Status**				
	Secure funding for the construction not covered by the grant.	ENG/PW	The City Council authorized an additional $2,481,211 from the General Fund and $108,000 from the Environmental Conservation Fund, which fully funds this project. Esperanza Park Groundbreaking Event was held on April 4, 2024, and construction is well underway. An update on this project's progress will be provided to the City Council at a Study Session in September. Staff submitted a grant application for an Art in California Parks state grant for funds to do a public art project and community celebration after the opening of the park. Staff anticipates hearing in September whether they were awarded a grant.				
B-13	**Explore providing a General Fund Capital Projects Fund as part of development of the next Biennial Budget**		**X**			**Finance/ PW/Engin**	**Facilities**
	Progress	**Dept**	**Status**				
	General Fund reserves were included in the FY 2023-2024 budget to address community concerns for the condition of the City's roadways.	PW	Even though the General Fund budget Maintenance of Effort was increased by $1.1M for FY 2023/24 to make additional investment in roadway improvements, these projects have essentially been redirected and/or deferred because of the budget adjustments made for Tropical Storm Hillary restorations and repairs. Public Works made a presentation to the City Manager's Citizen Advisory Committee to show the current shortfall in City roadway maintenance funds.				
		FIN	Utilizing Fund 331 for the Capital Projects Fund and adding links to Match Funds (General and Special) for comprehensive picture of funding sources and expense categories.				
	Successfully pass a ballot measure to provide additional funding for roads projects/PMP implementation.	CMO	City Council voted at the July 24, 2024, City Council meeting to place a question on the ballot for a ½ cent sales tax.				
B-14	**Implement Recommendations of Facilities Master Plan**			**X**		**Facilities**	**PW/Engin/Finance**
	Progress	**Dept**	**Status**				
	Consultant hired and conducted an assessment.	FIN/FAC	MAAS Companies delivered the Facilities Master Plan, Phase I with a Facilities Condition Assessment (FCA). Funding requests for Phase I recommendations will be included in the next biennial budget.				

	Initiate Phase 2		Will include in the next biennial budget.				
B-15	**Develop a 5-Year pavement maintenance strategy and funding plan to achieve a citywide Pavement Quality Index that ranks in the Top 3 of Coachella Valley cities.**		**X**			**PW/Engin**	**Finance**
	Progress	**Dept**	**Status**				
	Engineering staff has presented the Pavement Management Program (PMP) to the City Council at a Study Session in June. Staff has received training on the software in late July and is working through internal implementation of the Program.	ENG	Staff had completed the training on the PMP software. As a result of Tropical Storm Hillary, and the necessary restorations that needed to be made, the PMP was rerun to include recent improvements and what was needed to be included in this fiscal year budget. Funding needs are identified in the Resident Study Committee report. Additionally, the PMP will be referenced when identifying future pavement improvement projects.				
B-16	**Develop and Implement Fleet Management policies to establish vehicle replacements and utilization standards**		**X**			**PW/Engin**	**PD/Fire/Finance**
	Progress	**Dept**	**Status**				
	Public Works Maintenance, through the Fleet Coordinator have initiated the start of the Fleet Management Program, focusing on the fleet maintenance itself, servicing pool, departments, police, and fire vehicles.	PW	The Fleet Coordinator has submitted the draft of the Fleet Management Program document that will integrate service. The Fleet Coordinator is also updating the vehicle replacement vehicle module to the above cited document. The document is under review by the Public Works and Financial Services Departments.				

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**



Goal C - FISCAL STABILITY AND SUSTAINABILITY

Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

Action	Action Description		Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
C-1	**Implement improvements to purchasing practices and procedures to align with procurement code requirements**			X		Finance	
	Progress	**Dept**	**Status**				
	Internal First Draft Procurement Checklist and Update to MC Chapter 3.	FIN	Ongoing -- Developed initial plan, briefed City Council at the Study Session meeting on 11/29/2023, reorganizing Financial Services staff functions, filled vacant position FY 2023/2024, 3rd quarter and implemented Procurement Officer position in FY 2024/2025 to now having a proactive procurement agent.				
C-2	**Help Councilmembers implement ideas to utilize district improvement budgets**		X			CMO	Finance
	Progress	**Dept**	**Status**				
	The City Council was provided a list of suggested district projects.	CMO	Individual Councilmember's will work through the City Manager to facilitate the use of district funds. PW Director and ACM are scheduling individual meetings with each Councilmember to discuss potential projects for their districts.				
C-3	**Consider acquisition of an underutilized site on Cathedral Canyon and work to activate the site**		X	~~X~~		Econ Dev	Finance/Dev Svcs
	Progress	**Dept**	**Status**				
	Economic Development researched and identified the new owner. After speaking to the Economic Development Department about zoning and potential uses, the owner is open to selling to the City.	ECON DEV	Ongoing. Economic Development was working with the property owner's broker (and real estate developer) to identify financially viable development uses. City acquisition is likely on hold due to the financial impacts of Tropical Storm Hilary.				
C-4	**Allocate resources necessary to achieve the Council's Goals and Vision**		X	X	X	CMO	All Departments
	Progress	**Dept**	**Status**				

		FIN/ CMO	Funding in the biennial budget provided funding for many of the strategic plan initiatives. Some initiatives have been delayed due to Tropical Storm Hilary. Any budget amendments will be brought to the City Council for authorization following the 1/27/24 workshop. FY 2024/2025 additional items will be presented to City Council at the 11/13/2024 meeting. Additional items will need to be considered in the FY 2025/2026 and 2026/2027 biennial budget.				
C-5	**Evaluate data and work with CVEP to identify holes in the local economy and develop plans to address**			**X**		**Econ Dev**	
	Progress	**Dept**	**Status**				
	Economic Development continues working with CVEP to identify and fill informational gaps.	ECON DEV	In process. Econ Dev has utilized CVEP Analytics to assist with preparing for ICSC, projects, and other presentations.				
C-6	**Update the Thousand Palms Fiscal Analysis**		**X**			**Dev Svcs**	**All Departments**
	Progress	**Dept**	**Status**				
	Complete. Study presented to Council in April 2024.	DEV SVCS/ PLN	Following the presentation of the updated study to Council in April 2024, interim updates on any changes in conditions will be brought back to Council for informational purposes on a semi-annual basis.				
C-7	**Upon completion of EnerGov Implementation, create an updated Development Resources Guide**			**X**		**Econ Dev**	**Dev Svcs/PW Engin/Fire**
	Progress	**Dept**	**Status**				
	Draft Development Resources Guide	DEV SVCS/ PLN	The Development Resource Guide is on hold until EnerGov and the CSS are fully deployed. Once they are, staff will create informational guides on how to initiate a process through CSS and a more comprehensive guide containing process workflows and submittal checklists for the most common application processes.				
C-8	**Implement a private development entitlement and plan review system which is predictable, streamlines internal intake and review processes, and creates applicant experiences which are facilitative vs regulatory**		**X**			**Dev Svcs/PW/ Engin**	**Fire/Econ Dev**
	Progress	**Dept**	**Status**				
	Regular meetings are held within the Planning Division to track projects under review for land use entitlements and those in	DEV SVCS/ PLN/ENG	Ongoing. The City Council approved an Engineering Development Consultant to assist the Director with the flow of work through the				

plan check. Applications are being updated including submittal requirements.		Engineering Division. Review and pass back times have been reduced significantly. An Engineering development project status list has been developed and implemented. The Consultant and City Staff are coordinating standard plan submittal formats and standards for developing conditions of approval.
The Development Services Committee (DSC) meets regularly to discuss projects under review and in plan check, and to schedule projects for Architectural Review Committee and Planning Commission.	DEV SVCS/ PLN/ENG	Several steps towards the creation of a facilitative development review process: • The DSC meetings are now held bi-weekly. • New projects are introduced to the DSC for high-level discussion with subsequent transmittal of plans to the DSC members. • DSC members present new topics/issues for the group to discuss/resolve, i.e. Issues that arise during construction, new processes to facilitate plan checking, etc. • Post-entitlement phase permits are coordinated in DSC to ensure consistency with conditions of approval and entitlement documents. • DSC agendas and project transmittals are in SharePoint so that DSC members can readily access this information and add topics to agendas. • Engineering's plan check review log is shared via SharePoint providing for a more integrated plan check review across Divisions. • IT created a new SharePoint access that can be shared with consultants outside of the City's network.
Internal operations are continually evaluated to create efficiencies.	DEV SVCS	OTC Thursdays! was implemented. Every Thursday afternoon planning and building staff reviews and permits simple building permits, such as walls, pools, and generators. To streamline permitting of walls, pools, patios and generators, planning cross trained Building counter staff on zoning review of these simple permits and Building now provides a one stop review and permit issuance of these simple permits.

	Energov EPL software implementation	DEV SVCS	Building and Safety is currently 85% digital utilizing the EnerGov Enterprise software in association with Bluebeam plan checking software. This integration enables the public to submit plans digitally. Once received, staff can send to any department for review with the click of a button. This integration also supports markups, corrections and resubmittals of plan sets. The city is currently offering 67 permit types on-line along with 28 planning applications. A fraction of these permits are "expedited." These permits are typically approved and issued the same day, if not within minutes or hours of submittal. Online inspection requests went live in mid-July. This addition of online service allows permit holders to request, cancel, check status and or reschedule inspections online. The inspections are sent to our inspector's iPads in the field in live time and when an inspection is finaled, staff and citizens will see the updates immediately when accessing the record.
	The Engineering Division is working in conjunction with the Development Services Department to make the development process predicable, including actively participating in the DSC meeting.	ENG	See C-12 above. The City Council approved an Engineering Development Consultant to assist the Director with the flow of work through the Engineering Division. Review and pass back times have been reduced significantly. An Engineering development project status list has been developed and implemented. The Consultant and City Staff are coordinating standard plan submittal formats and standards for developing conditions of approval.

C-9	**Procure additional professional service contracts to increase staff capacity related to private development plan review, building plan review and inspections, capital project delivery, and land use planning to ensure required city services are performed based upon applicant need vs staff availability**		**X**			**PW/Engin/Dev Svcs**	
	Progress	**Dept**	**Status**				
	Based on staff capacity and to facilitate development several contracts have been entered into.	DEV SVCS/ CODE	Dev Services is currently contracting with five planning and environmental consulting firms for on-call services and a new contract with HR Green for building plan check and inspection services has been executed. It is currently anticipated that HR Green will be providing a full-				

			time building inspector for the duration of the FY 24/25 fiscal year to meet building inspection demand.				
	PWs (both Engineering and Public Works Maintenance) have been hiring additional services to assist staff where skill set, efficiency and economically it makes sense for staff to seek support.	PW	With the support of the City Council, Public Works has been able to hire consultants that fill specialized needs and departmental staff vacancies. Staff is continually monitoring the need for existing consulting services to see if Staff can complete the tasks in house or more effectively utilize consultants.				
C-10	**Establish a Risk Management Program focused on claims reduction and minimizing litigation exposure by informing, engaging, training, and educating operations staff**			**X**		**Finance**	**All Departments**
	Progress	**Dept**	**Status**				
	Risk Management Analyst started October 15, 2023. Incumbent was Payroll Coordinator. Recruiting for Payroll replacement ongoing with projected start date of April 1, 2024.	FIN/HR	Hired Risk Management Analyst, developed a draft infrastructure plan, briefed City Council study session January 10, 2024, implementing updated and new processes and plans in FY 2024/2025.				
C-11	**Continually review and streamline internal financial policies, procedures, and practices to remove unnecessary controls without sacrificing accountability and transparency**		**X**	**X**	**X**	**Finance**	**CMO/City Attorney**
	Progress	**Dept**	**Status**				
	Monthly review of department task list to ensure adequate backup capabilities and separation of duties.	FIN	Updating 2009 Policy and Procedures Manual. Provided updated draft processes and policies to auditors in May 2024. Final document to be provided at the close of fiscal year 2023/2024 financial statements in December 2024.				
C-12	**Initiate a Small Business Roundtable or industry specific taskforces to identify needs and support strategies**		**X**	**X**		**Econ Dev**	
	Progress	**Dept**	**Status**				
	Identifying and engaging individuals interested in collaboration, best-practice sharing, and community building. Working with and supporting existing associations (e.g., auto center).	ECON DEV	Already implementing. Economic Development identified material problems for the Auto Center (unhoused criminal vagrancy, roadway condition of East Palm Canyon, failing digital reader boards, and no U.S. Mail service) and has worked with other city departments (e.g., Engineering and Police) to address. Economic Development hosted (i) the first meeting of the restaurant and hospitality association and is working to increase membership and participation and (ii) is building a Mission Plaza/Hampton Inn business community watch group.				

		Director of Community and Economic Development and Assistant City Manager have met with numerous developers to identify barriers to development in Cathedral City. In July, 2024 staff met with representatives from CV CAN, a cannabis business advocacy organization to discuss ways to support the cannabis industry. Staff are working with two auto dealerships to retain their business in Cathedral City. Efforts will increase with the hiring of the new Economic Development Manager and Analyst.

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**



Goal D – INNOVATION

Objective: Cathedral City continually focusses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.

Action	Action Description		Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
D-1	**Develop and adopt an Information Technology Master Plan including consideration of providing public Wi-Fi access in parks**		**X**	**X**		**IT**	**All Departments**
	Progress	**Dept**	**Status**				
	IT Master Plan: Contracted with ClientFirst.	CMO/IT	Assessments and documents completed. Presented to Council on July 24, 2024.				
D-2	**Complete and improve the installation of the Tyler EnerGov software to automate, improve and streamline the plan review, permitting and inspection processes**		**X**			**CMO**	**IT/Dev Svcs/Finance/PW/ Engin**
	Progress	**Dept**	**Status**				
	Created new implementation team, led by Enterprise Systems Analyst Matthew Levy and subject matter experts (SME) from planning, building, engineering, fire, and finance. Completion is slated for August 2024.	CMO/ IT /BLDG	• **City Wide E-Plan Checking (Bluebeam Software integrated with EPL)** ▪ All plans must be submitted online via the customer service portal. • **City Wide Online Inspection Requests** ▪ Online inspection requests went live in July. • **Integrated Payment Processing (EPL and Merchant Processor) and City Processing Fees** ▪ Setup Software integrated Credit Card terminals to add processing fees charged to our customers • **Over 67 permits and 28 planning applications all available in our online portal 24/7/365.**				

			▪ In the past 6 months, staff have worked to recreate a full software system with the correct configurations to launch them online • **Public Kiosks available with paper scanning ability (3 total – CH, FD, PD)** ▪ Fully functional public Kiosks with specialty kiosk software to purge all user data after each use • **Business Licensing / Short Term Rental License / Renewable Permits (Licenses)** ▪ By August 1st 2024, Business Licenses will be able to be renewed online ▪ All new Licenses can be applied for online • **Integrated Tax Remittance Integration (Work in progress)** ▪ Staff are working to get our Tax remittance configured, setup and tested within our EPL software ▪ Staff need some more time, but hope to get it working by October 2024 • **Rapid Permit Issuance and Solar Permitting** ▪ Staff were able to design a new set of permits that are expedited in nature and with a click of a button, staff can issue a permit, email it to the applicant, update the record, and attach the permit in the online portal ▪ Staff integrated Solar App+ and now are averaging same day solar permit issuance (Used to take 2-6 weeks)					
D-3	**Work with operations staff to identify, implement and support the implementation of technology solutions to bolster IT security and improve operational, analytical, and management functions**		**X**	**X**	**X**	**IT**	**All Departments**
	Progress	**Dept**	**Status**				

	City Clerk: City Council Agenda Management, Voting System, Video Streaming Replacement (Approved Budget): The current Agenda Management/Voting System platform is no longer being supported, a new program needs to be implemented.	IT/CITY CLERK	Currently in Progress. In the final stage of implementation. The program went live in April of 2024 and currently in the process of finalizing templates and final edits.					
	City Clerk: Committee Management Program (This is part of the Granicus Suite and was approved in the Budget). This platform will automate the management of the Commissions/Committees and the application process.	IT/CITY CLERK	Currently in Progress. Expected to be complete September 1, 2024.					
	City Clerk: Electronic Filing of Fair Political Practices Forms. Currently the FPPC has a platform for individuals that are 87200 filers (Elected Officials, Planning Commission, City Manager and City Attorney). Staff is reviewing options to implement a platform for the electronic filing of FPPC Forms required to be filed with the City Clerk's Office including the 700 Form for City Council identified staff.	IT/CITY CLERK	Staff is reviewing available applications to see which one would be best suited for the needs of the City and then will evaluate if it makes financial sense.					
	Fuel Management Software Implementation.	FIN/PW/IT	Effective July 1, 2024, Finance and Fleet (with IT and Tyler support) implemented the Fuel Management software interface to the Tyler Munis Enterprise Asset Management (EAM) module. More than 140 City Hall, Fire, Police and Public Works assets using purchased fuel at the Public Works yard and the central Fire Station have been incorporated into this City-wide implementation. As a result, Finance will be able to provide more accurate accounting in the FY 2024/2025 financial system/statements.					
	Continue utilizing/training staff on Office 365 to provide cloud storage, cloud email system, online collaboration, conferencing, instant messaging, and new office versions. Enhance management and security of Office 365.	IT	IT will be doing a monthly technology day to provide training to staff on Office 365 and other technology tools. This is currently postponed and waiting for extra staffing.					
D-4	**Improve workforce mobility and efficiency by utilizing and supporting advanced mobile devices**		**X**	**X**	**X**	**IT**	**All Departments**	
	Progress	**Dept**	**Status**					
	Some devices have been deployed in the field.	IT	iPads are being utilized by Public Works in the field. EnerGov implementation will further the use of mobile devices for inspections. Off-site employees can enter time through mobile devices. IT is working with Verizon Wireless on connectivity issues throughout the city.					

D-5	**Leverage technology to increase and improve online services, improve access to public information, and improve city capabilities to monitor, automate, and manage operational data remotely**		**X**	**X**	**X**	**IT**	**All Departments**
	Progress	**Dept**	**Status**				
	Upgrade and redesign Cathedralcity.gov website (Approved Budget)	IT/COM	Currently in progress.				
D-6	**Review broadband solutions to create economic development incentives and opportunities and improve the accessibility and affordability of reliable high-speed internet services**			**X**	**X**	**IT/CMO**	**PW/Engin/Facilities/ Econ Dev**
	Progress	**Dept**	**Status**				
	SIFI.	ECON DEV/IT/ PW	SiFi was given notice of non-compliance with their contract terms in May 2024.				
	Research other broadband solutions to ensure everyone has equitable access to internet connectivity.	ECON DEV/IT/ PW	HR Green is currently managing broadband efforts in Palm Springs and Palm Desert and is leading the CVAG regional effort. A meeting was held with City staff and HR Green to discuss these collective efforts and what more Cathedral City can do locally.				
D-7	**Implement innovative community-based Fire Prevention programs regarding Drowning, Smoke Alarm Installation, Paramedic Services, Fall Prevention, and CPR.**		**X**			**Fire**	**Communications**
	Progress	**Dept**	**Status**				
	The Fire Department is continuing to expand its programming for the community. As of the completion of this Strategic Plan update, the Fire Department has a full schedule for the Spring and Fall in 2024 of community risk reduction classes that will be offered to the public and city staff. These classes include: • **CPR** • **STOP THE BLEED** • **DROWNING PREVENTION** • **CERT** • **FALL PREVENTION**	FIRE	Upcoming Events: As of July 30, 2023 **BLS CPR Course 2023:** 08/17, 08/24 City Hall **STOP THE BLEED 2023:** 09/19 City Hall **SIDEWALK CPR 2023:** 10/2023: One location per week for each Council District 1-5 in Country Clubs/Senior. **SIDEWALK CPR AND STOP THE BLEED 2024:** City Calendar Events, Coordinating with Ryan Hunt.				

• **SMOKE ALARM INSTALLATION** • **DISASTER PREPAREDNESS**		01/2024: One location per week for each Council District 1-5 in Country Clubs/Senior Center/MHP (Refer to ** below for locations) 04/2024: Boys & Girls Club 09/2024: CCHS **DROWNING PREVENTION 2024:** 03/2024, 2nd and 3rd week (prior to Spring Break) private and public elementary schools 2-3 per week 04/2024: One location per week for each Council District 1-5 in Country Clubs/Senior Center/MHP 05/2024: 1st week, Boys and Girls Club **CERT 2023:** 10/2023-English **CERT 2024:** 02/2024-Spanish **FALL PREVENTION 2023:** Fall 2023: TBD (in conjunction with DRMC) @ Senior Center Center/MHP. **SMOKE ALARM INSTALLATION WITH AMERICAN RED CROSS 2024:** 01/20/24 **Senior Center/DPCC/Royal Palms/Park David/Desert Sands (other locations to be determined. Additional courses have been planned for 2024 as follows: SPRING 2024:

			HO CPR/ STOP THE BLEED: 4/13/24 EOC (Richardson, Maier) 5/25/24 EOC (Richardson Maier) **CERT :** 2/24/24 EOC **FALL PREVENTION:** 2/2024, 3/2024, 4/2024 Classes are to be held at Date Palm CC, Park David, and Mountain View apartments. Class location is data driven. This data correlates to a higher number of PSR lift assists and traumatic falls within Cathedral City. **DISASTER PREPAREDNESS**: 1/19/24 Outdoor Resorts (Dietz) 1/25/24 Canyon Mobile Home Park (Nancy Ross, CCFD) 2/3/24 Agua Caliente Elementary School (Rita Lamb, CCFD) FALL 2024: **HO CPR/ STOP THE BLEED:** 9/7/24 EOC (Richardson, Maier) 9/28/24 EOC (Richardson, Maier) **CERT (Teen)** 10/2024 **FALL PREVENTION:** 9/2024, 10/2024, 11/2024 Classes are to be held at Desert Sands MHP, Canyon MHP and CC Senior Center. Class location is data driven. This data correlates to a higher number of PSR lift assists and traumatic falls within Cathedral City. The fire department received a $25,000 grant to be used to update the FD CERT trailer and equipment.

D-8	**Identify and implement a Document Imaging Program to convert paper documents into digital files to reduce storage requirements and costs, increase efficiency, enhance security, and improve future access to information**		**X**	**X**	**X**	**IT/City Clerk**	**All Departments**
	Progress	**Dept**	**Status**				

	The City currently uses Laserfiche as a repository for documents for a limited number of departments. With the upgrade to an Enterprise License, staff has determined that utilizing Laserfiche as the trusted repository for all paper files that need to be converted to digital files is the best document imaging program to use at this time. This will allow the City to implement a City-wide Records Management Program, which will allow better access to records, save on storage space and offer a trusted electronic searchable format.	IT/CITY CLERK	On July 26, 2023, a meeting was held with the consultant to begin discussing implementing a City-wide Records Management Program/Project. The project is in the early stages. On November 9, 2023, the City Clerk's Department held an Internal Event "Binge and Purge" to identify and purge records that are no longer required to be maintained pursuant to the Records Retention Schedules. This will help minimize the number of records stored and help identify those records that need to be converted to digital files. This will likely become an annual event. In November of 2023, the City Clerk's Department was the first Department to design the file structure to kick-off the City-wide Records Management Project. The City Clerk will begin working with each department to identify what files need to be converted to digital format and what the file structure will look like in the system. It is anticipated to take 2024 to get through the departments and begin converting the files. In January 2024, The City's consultant Diane Gladwell provided the updated Records Retention Schedules, that were updated to reflect updates in law and best practices. This enables staff to continue to ensure records that need to be accessible are and those that don't are destroyed freeing up storage space.

D-9	**Work with the Historic Preservation Society to digitize and preserve historic photos and documents**		**X**			**CMO**	
	Progress	**Dept**	**Status**				
	Contact established with the Cathedral City Historical Society.	CEDD	Staff has been in contact with Margie St. Anthony and has confirmed that the Cathedral City Historical Society is an active organization. She shared with staff that the organization is meeting, has a professional archivist, and currently has exhibits in the community. Staff discussed the Council strategic goal with Margie St. Anthony. There are no historic documents at risk and the organization is not seeking support from the City.				
D-10	**Commission a survey of historic properties**			**X**		**CMO**	
	Progress	**Dept**	**Status**				

Presented to Historic Preservation Committee		The Council strategic plan goal was presented to the Historic Preservation Committee together with the 2017 Historic Resource Context & Historic Resource Program document prepared by Kaplan Chen Kaplan. A historic survey would be a more intensive study of individual historic sites and of neighborhoods or areas and is anticipated to cost between $75,000 and $175,000. There is no budget for this work and it will need to be considered as part of the next biennial budget.

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**



Goal E - SAFETY

Objective: Cathedral City is safe for all who live, work, visit, and play in our community.

Action	Action Description	Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
E-1	**Fund a 2-person ALS Medic Unit to better respond to increasing demand for medical response**		**X**		**Fire**	**HR**
	Progress	**Dept**		**Status**		
				Dependent on passage of Measure W		
E-2	**Continue to explore and utilize technology to promote public safety.**		**X**		**PD**	**IT/PW/Engin/ Facilities**
	Progress	**Dept**		**Status**		
	4 Flock cameras added in 2024.	PD		Expanded to total of 25 Flock cameras with the additional 4.		
E-3	**Continue Police, Fire, and Expand Code Compliance engagement with the community**	**X**			**CODE**	**Communications/ Dev Svcs**
	Progress	**Dept**		**Status**		
	Code will be participating in the upcoming Esperanza Park meeting and with HR on the upcoming Backpack give away event hosted by PD.	DEV SVCS/ CODE		Ongoing.		
	Police Department personnel attended 21 community events in 2024 year to date. Events included Neighborhood Watch meetings, city sponsored events, community fundraisers, and Active Shooter presentations to community groups, Cathedral City High School scholarships and awards, Cathedral City Peace Initiative events, Senior Scam awareness event, LGBTQ+ Forum, Pride Prom and a Back-to-school backpack giveaway event.	PD		Ongoing.		
	See D-7	Fire				
	The Code Compliance Division is conducting proactive community outreach on significant code issues.	Code		The code compliance division conducted educational outreach to raise awareness of the risks of eating food from		

				unlicensed vendors and held a licensing event at Panorama Park for sidewalk vendors. The division is preparing a video series “Cracking the Code” to educate and raise awareness on common code issues.		
E-4	**Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises**	**X**	**X**		**Fire/PD**	**CMO/IT**
	Progress	**Dept**		**Status**		
	Applied for a grant to update the City's EOC, conduct EOC drills and training as well as updating the City’s Emergency Operations plan and Local Hazard Mitigation plan.	Fire		The fire department has received an OES grant in the amount of $49,877 and a FEMA grant in the amount of $149,631. Staff is preparing an RFP to have both developed through an outside vendor.		
E-5	**Build community resiliency through implementation of community training programs, CERT training, and other educational outreach**	**X**	**X**		**Fire/PD**	**CMO**
	Progress	**Dept**		**Status**		
	The Fire Department has conducted two community preparedness presentation in English and Spanish with over 120 residents attending.	Fire		Two CERT programs are scheduled for the Fall and Spring, one in English and one in Spanish. Additional classes have been scheduled for the Fall of 2024, both for emergency preparedness and CERT. In Fall of 2024, the Fire Department will establish a community-based CERT program that can be accessed in the case of a city emergency. Fire department was also awarded a $25,000 grant to update the departments CERT trailer and purchase new equipment.		
E-6	**Develop a FD Injury Prevention and Wellness Program**	**X**	**X**		**Fire**	**HR/Finance**
	Progress	**Dept**		**Status**		

	A wellness committee has been established. The committee has established the scope of the committee and is gathering historical injury data.	HR/FIRE/FIN		The Wellness and Safety Committee has been established. The Fire Department staff has been sent to multiple train trainer courses that include behavioral health, physical fitness, nutrition, and proper physical maintenance of the body. HR staff has been added to the committee to discuss the rollout of the safety initiative. The Fire Chief is working with HR to develop root cause analysis of injuries. Fire department staff will be teaching classes to all fire department personnel that include proper use of fitness equipment, and how to access behavioral health resources. Coordination with Risk Management has been incorporated.		
The Police Department implemented a Wellness Program.		PD		The Police Department implemented a grant funded Wellness Program, working with Wellness Solutions to create an app that will provide employees with bi-weekly health tips, wellness events and onsite screenings.		
E-7	**Implement community engagement and public education initiatives to increase awareness regarding public safety programs, services, and results of proactive community policing efforts**		**X**		**Communications**	**PD/Fire**
	Progress	**Dept**		**Status**		
	The PD began a series of videos to educate the public on crime and safety. Videos produced include Burglary Suppression and the 2023 officer involved shooting that was released July 2024. LGBTQ+ forum was held to discuss hate crimes and investigations.	PD/FIRE/ COM		Ongoing. See D-7		
E-8	**Identify improvements and pursue grant funding to improve safety and connectivity of non-motorized routes throughout the City**	**X**	**X**		**PW/Engin**	
	Progress	**Dept**		**Status**		

	PW is always on the lookout for opportunities to enhance the City's ATP.	PW		Engineering staff most recently secured a SB 821 Grant to complete bicycle lane improvements along Whispering Palms Trail (which will include traffic calming features) and segregated bicycle lanes on Perez Road. Work on the Project has been delayed due to Tropical Storm Hillary restoration budget impacts on staff time and the participation budget. Other grant projects with participation requirements coming from the City's Traffic Safety Fund are continuing. The restriping of the East Palm Canyon Bike Lanes with ATP Cycle 5 funding is completed. ATP Cycle 5 Cathedral Canyon multiuse path/bike lanes and Date Palm Drive bike lane and sidewalk projects are under construction.		
E-9	**Develop Standard Operating Procedures regarding how Public Works responds to Localized Flooding and Blow Sand events**	**X**			**PW/Engin**	
	Progress	**Dept**		**Status**		
	Public Works staff will be working on developing procedures to respond to localized flooding and blow sand events.	PW		Public Works has developed SOPs for localized flooding and blow sand events that serve as a foundation in preparing staff for these events. The SOPs are under review prior to distribution.		
E-10	**Develop a program to ensure City owned cameras at public spaces are maintained and tested regularly to ensure they are working properly**	**X**			**Facilities**	**IT/PW/Engin**
	Progress	**Dept**		**Status**		
	Fix inoperable cameras.	IT/FAC		IT coordinated with PD to purchase new monitors for dispatch. Facilities installed wiring. New equipment was purchased and in the process of being installed to fix inoperable cameras. If PD notices a camera is down, they put in a help desk request for IT to resolve.		
	Develop written protocols for reporting damaged or inoperable cameras.	IT/PD/FAC		Formalize in a policy document the practices in place between PD/IT/Facilities to maintain cameras and report any that are inoperable.		
E-11	**Establish regular inspections of park equipment and playing fields to ensure they are well maintained and functional**	**X**			**Facilities/PW/ Engin**	
	Progress	**Dept**		**Status**		

	Public Works Maintenance, Engineering and Facilities staff will be working on developing procedures to inspect the parks, equipment, and restrooms on a regular basis.	PW/ENG/FAC		Currently, Public Works monitors parks, equipment, and restrooms daily, with inspections occurring monthly. Public works is developing SOPs for maintenance of parks, equipment, and restrooms that will serve as a foundation in preparing staff for this work.		
	Enhancing PW/Risk program.	PW		Public Works is working with Risk Management and Sedwick, Risk Management consultant, to formalize the practices in place and confirm practices are in compliance with State requirements. SOPs for these procedures should be completed in 6 months.		
E-12	**Formalize protocols for emergency response call outs**	**X**			**PW/Engin**	**All Departments**
	Progress	**Dept**		**Status**		
	Public Works staff will be working on developing procedures to respond to emergency call outs.	PW		Public Works has developed an SOP for emergency callouts. The SOP is under review prior to distribution.		
	PD/PW call out procedures.	PW/PD		Public Works has developed an SOP for emergency callouts that outlines call out procedures. The SOP is under review prior to distribution.		
E-13	**Keep the City Council apprised of changes to the Code Enforcement program**	**X**			**DEV SVCS/CODE**	
	Progress	**Dept**		**Status**		
	Council study session updates.	DS/CODE		A comprehensive update was presented to Council in May 2024 and subsequent updates will be presented on a semi-annual basis. Through the May 2024 presentation, staff outlined operational changes, recent training, and new policies and procedures implemented within the Division while providing an overview of the top complaints/ requests for service and workload. The presentation highlighted emerging issues in code compliance that will continue to be monitored and reported in future presentations.		

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**



Goal F - EMBRACING, INCLUSIVE COMMUNITY

Objective: Cathedral City is valued and respected as a community that welcomes and embraces diversity, has an abundance of high quality and affordable housing options and vibrant businesses. Our neighborhoods are attractive, well-maintained, and issues surrounding homelessness have been compassionately addressed with thoughtful, coordinated, and collaborative programs.

Action	Action Description	Year 0-1	Year 1-2	Year 2-5	Lead/Co-Lead	Support Partners
F-1	**Develop comprehensive strategy to amend zoning code and update design guidelines, including an identification of what work City staff can accomplish and what work optimally should be contracted out, including: 1) development of objective design standards in response to new state housing laws; 2) overhaul of commercial zoning code; 3) substantial update of design guidelines; 4) streamlining of development review processes; 5) implementation of Cathedral City General Plan and Housing Element goals, policies, and programs; and 5) continued implementation of new state legislation.**	**X**	**X**		**Dev Svcs**	
	Progress	**Dept**		**Status**		
	Draft RFP and SOW	DEV SVCS/PLN		Staff has prepared a draft RFP and scope of work (SOW) and is soliciting feedback from the Historic Preservation Committee, Architectural Review Committee, Planning Commission, and City Council that will shape the final RFP and SOW. Currently, staff anticipates that it will present to the HPC on July 16 and the ARC and PC on July 17 before presenting their feedback and scope of work to Council on August 14. Following these discussions, staff will release an RFP.		
F-2	**Prioritize updating the zoning code regarding residential parking and paving provisions; research and give recommendations on enabling parking prohibitions in front of mailboxes.**	**X**			**Dev Svcs/PW**	
	Progress	**Dept**		**Status**		

	Educate residents regarding sidewalk horizontal clearance standards to ensure private mailboxes do not violate ADA accessibility requirements.	PW-ENG/ DEV SVCS		PW will provide the information needed to work with Development Services on this project. Engineering has been working with Development Services on this and is gathering information from other. Staff will schedule a study session with the City Council in September 2024.		
F-3	**Promote additional community events and celebrations**	**X**			**CMO/COM**	
	Progress	**Dept**		**Status**		
	Staff continues to promote new and existing community events on the Discover Cathedral City website, social media and through video production and both our fall and spring mailers. This includes the addition of several third-party events, including the popular Taste & Sounds of Cathedral City dinner series, which rolled out in Feb. 2024. Communications & Events is also exploring a fall series for Tastes & Sounds, as well as the potential for Movies in the Park each Thursday in the amphitheater starting in October (six weeks for both).	COM		Ongoing.		
	Implement Public Arts Grant Program	CMO		The City Council approved a public arts grants program to promote art, performance, and cultural events. The Council approved the grant process at the July 24, 2024, City Council meeting. Applications went live July 30, 2024. $20,000 was budgeted for this program for FY 2024/25.		
F-4	**Develop and implement a marketing plan to promote and raise awareness of available city venues such as the Community Amphitheater. The marketing strategy will include promoting the City's interest in attracting and facilitating high quality events and celebrations which adds to the City's culture, support of the arts, and creation of a positive community identity**	**X**	**X**		**COM/CMO**	
	Progress	**Dept**		**Status**		

	Communication & Events has created a marketing document that can be sent out to prospective agencies and event companies in the Coachella Valley (and beyond) to showcase all city venues, particularly those in Downtown Cathedral City. Staff is also working with location scouts to promote the amphitheater as a destination venue for events and has seen a steady increase in third-party applications, not just in the amphitheater, but Avenida Lalo Guerrero, Town Square Park, Festival Lawn, and the breezeway area/steps at Civic Center Plaza.	COM		This is close to being finalized as a formal document that will be presented to the Council in September 2024. Staff has also made enhancements to the Special Use Permit (SUP) application process and rental costs. This document beefs up the overall awareness of Cathedral City as an events destination, particularly the Community Amphitheater. In recent years, staff has seen third-party events requesting to come back after a successful experience. This includes the Coachella Valley Bully Fest, Autism Awareness Walk/Acceptance event, DAP Health Volunteer Appreciation, Desert BrewFest (Luchador Brewing), Mi Chavela Fest, and has sparked continued interest from potential third-party applicants.		
F-5	**Develop and implement a plan to improve and diversify methods to communicate with residents**	**X**	**X**		**COM**	
	Progress	**Dept**		**Status**		
	Communications is in the process of developing a strategy/comprehensive plan related to diversified methods of outreach and prioritizing where residents get their news/information.	COM		The City has entered an agreement with FlashVote to conduct scientific surveys in English and Spanish asking residents where they like to receive communication/news from the City. Communications also continues to promote key news and events on KGAY Radio and Gay Desert Guide as outreach to our LGBTQ+ residents. Staff also have an agreement with El Informador, to publish news articles and event posters in one of the most popular Spanish newspapers in the Coachella Valley. The City of Cathedral City also participated in a short-term engagement with CiviSocial, a new firm focused on helping us with our communications strategy on social media. This will result in the creation of a new TikTok account and expanded storytelling commitment across several departments.		
F-6	**Continually communicate with the public to inform the community of the City's efforts and expenditures on homelessness and how residents can participate in solutions**	**X**	**X**	**X**	**COM**	**PD/Fire/PW/Engin**
	Progress	**Dept**		**Status**		

	The PD created an informational video on our Homeless Liaison Officer (HLO) program which was shown at our State of the City event in May. The video was also posted on all city social media sites and websites. CiviSocial has workshopped with Communications & Events creative ways the City can tell its story about homelessness and the ways staff are working to address it.	PD/COM			While the initial communication/outreach video is complete, this is ongoing between PD and Communications. Both PD and Communications & Events are represented on the Homelessness Task Force and there will be more videos released in 2024-2025 related to this topic. This is an issue staff needs to continually communicate about and showcase how the city is addressing it.	
F-7	**Review land use regulations to support diverse, accessible, and affordable housing**		**X**		**Dev Svcs**	**Econ Dev**
	Progress	**Dept**		**Status**		
	Land use regulation amendments.	DEV SVCS		The Housing Element is a source document for the zoning code update scope of work. Additionally, staff is assessing the inclusion of pro-housing policies as part of the scope. Beyond the steps taken below to implement the Housing Element, the ADU ordinance has been updated and staff has used LEAP grant funding to prepare pre-approved ADU plan sets. Housing Element was certified in 2023. Housing Element Program 1.A.7: Sites #6 and #9 were re-zoned to R3 to accommodate high density residential. Zoning Ordinance Amendment implemented the following changes in accordance with Program 2.F.1: • Create the P/IH (Institutional Housing) Overlay District • Prohibit STVR uses in the R1 and R2 zones • Allow transitional and supportive housing by-right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses • Updated the definition of “family” to remove the limit of five unrelated persons	

				• State that “Manufactured homes” are only subject to the same development standards that a conventional single-family residential dwelling on the same lot would be subject to.		
F-8	**Continue to facilitate the attraction and promotion of community events which celebrate our diversity, build a cohesive community, and support local business**	**X**	**X**	**X**	**CMO**	**Econ Dev**
	Progress	**Dept**		**Status**		
	Communications & Events continues to collaborate with third-party agencies and vendors on potential events as well as city marketing and improving the City's wayfinding program. The new Events & Recreation Coordinator should also boost opportunities here.	CMO/ ECON DEV		Ongoing. The City’s annual State of the City event was held to record attendance both in 2023 and 2024. LGBT+ Days is going through some rebranding to increase inclusivity for 2025 and Mi Chavela Fest will take place in the Community Amphitheater celebrating Mexican Independence Day. Taste of Jalisco continues to promote and raise awareness about Cathedral City’s sister-city partnership with Tequila, Jalisco, Mexico.		
F-9	**Develop and implement an outreach strategy to determine if services are addressing the needs of our diverse community including families, retirees, and Spanish speaking population**	**X**	**X**		**CMO and Economic Development**	**All Departments**
	Progress	**Dept**		**Status**		
	Communications and Economic Development continue to collaborate on potential events as well as city marketing and improving the City's wayfinding program.	ECON DEV		Ongoing. Updated efforts with local Spanish-language media		
F-10	**Multi-disciplinary City Team to increase effectiveness and improve coordination of city responses to address the needs and impacts of the homeless population internally and with external organizations and stakeholders, including the CVAG Housing First Program.**	**X**			**CMO**	**All Departments/ Mental Health Professionals**
	Progress	**Dept**		**Status**		
	The CMO office has established a monthly meeting with employees from all relevant departments. A CVAG representative (Housing First Program)	CMO		Ongoing.		

	will be attending the February 2024 Unhoused Committee meeting to provide update and progress information.					
F-11	**Establish a Cooling Center by June 2024.**	**X**	**X**		**CMO**	**PD/Fire/ Mental Health Professionals/ Regional Partners**
	Progress	**Dept**		**Status**		
	Riverside County established a cooling center at the Cathedral City Library			Complete – Opened June 1 and will run through October, 2024.		
F-12	**Implement a code compliance program that proactively identifies and responds to code compliance complaints**		**X**		**Dev Svcs**	**All Departments**
	Progress	**Dept**		**Status**		
	• Manage code compliance open caseload with a target of 1,000 open cases to create more opportunities for proactive officer time with a particular emphasis on visual blight along commercial corridors, including shopping cart enforcement, graffiti removal, and property maintenance. Continue to conduct proactive enforcement of unlicensed sidewalk vendors. • Increase code compliance participation in the Abandoned Vehicle Authority (AVA) program. • Develop and deploy pilot programs for the education and enforcement of solid waste container regulations and street sweeping.	DEV SVCS/CODE		Ongoing.		
	The Code Compliance Division in the past several months has developed policy and procedure to continue to effectively address blight and nuisance issues, including a formalized eight-step process for code officers to move cases to our legal team quickly.	DEV SVCS/CODE		Ongoing.		
F-13	**Develop and implement initiatives to proactively monitor the City's commercial corridors to address visual blight and nuisance issues associated with vacant and underutilized properties and non-compliant commercial strips and centers**	**X**			**Dev Svcs**	**PW/Engin**
	Progress	**Dept**		**Status**		

	The Code Compliance Division has identified several officers with a specialized skillset to address commercial properties. Over the last year Officer Martinez has been the primary point of contact with many of our commercial areas and has choreographed significant improvements in the 99Cent store and Cardenas parking areas.	DEV SVCS/CODE		Ongoing.		
F-14	**Develop standard plans, streamlined processes and educational materials that promotes ADU's to increase housing production**	**X**			**Dev Svcs**	**Econ Dev/COM**
	Progress	**Dept**		**Status**		
	Development Services brought an ordinance amendment to the City Council.	DEV SVCS		Ordinance revision to bring ordinance in compliance with State law was approved on 12/13/23. Contracted with RRM Design Group to prepare pre-approved ADU plans. Construction drawings are in plan check and once approved, will be made available to the public for use, which includes an outreach campaign.		
F-15	**Explore with Tribal Officials to hold an annual or bi-annual joint meeting or 2 x 2 meetings**	**X**			**CMO**	
	Progress	**Dept**		**Status**		
	To discuss during ACBCI quarterly meetings	CMO		Will discuss at the next quarterly ACBCI staff meeting in October, 2024.		

- Actions listed in **blue** are City Council strategic priorities.
- **Items delayed due to Tropical Storm Hilary**

Completed Initiatives – 2022-2023

Goal A - SERVE THE COMMUNITY WITH PRIDE AND DEDICATION

Review Comparison data on Council salaries and the process to update if warranted		**X**			**CMO**	
Progress	**Dept**	**Status**				
Research conducted on process to amend City Council stipends.	CMO/CC	Presented and direction given at the Study Session meeting on August 23. Non-rep agreement will be updated to reflect the non-compensation for the City Council. The City Council will consider a Charter amendment in 2026.				
Develop a professional development program to enhance career development opportunities, strengthen organizational capabilities, and increase organizational capacity		**X**			**HR/CMO**	**All Departments**
Progress	**Dept**	**Status**				
The City participates with Liebert Cassidy Whitmore for the LCW Public Sector Employment Relations Certificate. Promote participation with the Municipal Management Association of Southern California (MMASC).	IT	Complete/Ongoing				
Establish workers compensation criteria and guidelines to utilize staff with light duty limitations				**X**	**HR/Finance**	**All Departments**
Progress	**Dept**	**Status**				
Policy issued.	HR	Complete. Sr. Risk Analyst in Finance overseeing workers compensation program in partnership with HR. A new workers compensation carrier is being implemented in FY 2024/25 that will provide improved services.				
Implement the Strategic Plan by ensuring department work programs include initiatives which achieve Strategic Plan Actions and regularly review progress and accomplishments at City Manager Department Head Meetings		**X**	**X**	**X**	**CMO**	**All Departments**
Progress	**Dept**	**Status**				

A strategic plan goal is discussed at each Department Head meeting. Performance Evaluations have a criterion for 5-yr strategic plan implementation for directors.	CMO	Complete.
Implement a SharePoint site to post weekly updates by staff. Implement a separate site for Strategic Planning.	IT	Strategic Plan SharePoint Site completed.

Goal B - COMMUNITY INVESTMENT

Develop an Electric Vehicle transition plan to comply with upcoming state mandate and include consideration of providing publicly accessible charging stations		**X**	**X**		**PW/Engin**	**Finance**
Progress	**Dept**	**Status**				
Ordinance Revision expediting permitting process for electric vehicle charging stations.	DEV SVCS	The City Council adopted an ordinance amending Chapter 8.64 to Title 8 of the Municipal Code to create an expedited permitting process for electric vehicle charging station systems and adopted the checklist for permitting electric vehicles and electric vehicle service equipment.				
By the end of 2023 complete the design phase and begin construction of Esperanza Park		**X**			**PW/Engin**	
Progress	**Dept**	**Status**				
Properties with rear yard access and storage have been identified and outreach has begun in coordination with Engineering.	DEV SVCS/ CODE	Code Enforcement has worked with Public Works Maintenance to work with property owners on removing items stored in their rear yards that will be removed prior to the wall installation.				
By the end of 2023 complete the design phase and begin construction of Esperanza Park		**X**			**PW/Engin**	
Progress	**Dept**	**Status**				
Implement Cameras/Wi-Fi for Esperanza Park.	IT	IT provided equipment information to Engineering Dept.				
Esperanza Park design complete.	PW	The Esperanza Park design was completed, and the City Council approved the wall and park construction contracts, respectively, including an additional general fund appropriation to fully fund the project. The construction of the park is underway and on schedule for completion March 2025.				

Develop and Implement Fleet Management policies to establish vehicle replacements and utilization standards		X			PW/Engin	PD/Fire/Finance
Progress	**Dept**	**Status**				
Updated fleet depreciation schedules to ensure replacement (depreciation) costs were budgeted in the FY 2023/2024 & FY 2024/2025 biennial budget. Ensured fleet is depreciated according to the City's Fixed Asset Policy.	FIN	Complete.				

Goal C - FISCAL STABILITY AND SUSTAINABILITY

Increase Council District Improvement Funds		X			CMO	Finance
Progress	**Dept**	**Status**				
District Improvement account for each councilmember increased from $15,000 to $30,000 in the adopted biennial budget for FY 2023/2024 & FY 2024/2025.	CMO/ FIN	Complete.				
Allocate resources necessary to achieve the Council's Goals and Vision		**X**	**X**	**X**	**CMO**	**All Departments**
Progress	**Dept**	**Status**				
	FIN/ CMO	Funding in the biennial budget provided funding for many of the strategic plan initiatives. Some initiatives have been delayed due to Tropical Storm Hilary. Any budget amendments will be brought to the City Council for authorization following the 1/27/24 workshop.				
Community Assistance Grant Program – During the budget process, funds were reallocated from CDBG to the General Fund for this program to broaden the number of applicants that would be eligible to apply for funding.	FIN	$70,000 is allocated for grants between $1,000 to $15,000. The application for funding went live July 5 and applications are due at 5:00pm on July 31. A subcommittee of the City Council was appointed to review applications and make recommendations for funding. The City Council approved the subcommittee's recommendations with the exception of two applications that were forwarded to the Public Arts Commission.				
Develop an inventory of vacant and underutilized properties		**X**			**Econ Dev**	**Dev Svcs/GIS**
Progress	**Dept**	**Status**				
Economic Development and IT have created a list of vacant properties broken out by council district. IT and EDD are working on a web-based platform which will allow prospective investors the ability to pull ownership data on all vacant properties in real time.	ECON DEV	Complete.				

Strengthen the Economic Development Team and remove optional tasks such as commission staffing to focus on core/essential duties and provision of additional resources.		**X**			**CMO/Econ Dev**	
Progress	**Dept**	**Status**				
Economic Development has transitioned all Public Art Commission responsibilities to Assistant City Manager Anne Ambrose.	ECON DEV	Complete.				
Complete and adopt the Development Impact Fee Study		**X**			**Econ Dev**	**All Departments**
Progress	**Dept**	**Status**				
The updated development impact fee schedule was formally approved in October 2023 with new DIF fees becoming effective January 1, 2024.	ECON DEV	Complete.				
Update the Thousand Palms Fiscal Analysis		**X**			**Dev Svcs**	**All Departments**
Progress	**Dept**	**Status**				
Requested information and data from all departments has been provided to the consultant (as of July 18).	DEV SVCS/ PLN	Complete.				
Anticipated code enforcement needs to service the annexation area provided.	DEV SVCS/ CODE	Complete.				
Continually review and streamline internal financial policies, procedures, and practices to remove unnecessary controls without sacrificing accountability and transparency		**X**	**X**	**X**	**Finance**	**CMO/City Attorney**
Progress	**Dept**	**Status**				
Reviewed the City's 457 and 401a plans; met with Shuster Financial Advisors to review fees charged to plan participants and presented opportunities to reduce plan costs for the City's employees.	CMO/ FIN/HR	Complete. All 457/401(a) participants have been consolidated under the Mission Square recordkeeper. Shuster Financial Advisors negotiated lower fees and a better class of higher performing investments. CCPMA, CCFMA, CCPFA, and Non-Rep rules updated to reflect clarifying language related to the 401(a) program.				

Goal D – INNOVATION

Provide an on-line calendar to display Amphitheater bookings		**X**			**CMO**	**IT**
Progress	**Dept**	**Status**				
An events calendar showcasing amphitheater bookings has been added to the CC Amphitheater website.	CMO/ IT	Complete.				

Work with operations staff to identify, implement and support the implementation of technology solutions to bolster IT security and improve operational, analytical, and management functions		**X**	**X**	**X**	**IT**	**All Departments**
Progress	**Dept**	**Status**				
Deploy Time Clocks to automate employee attendance tracking.	CMO/ HR/FIN/IT	Complete. Time Clocks deployed for all employees.				
Cardkey software upgrade and implement automated door locks at Amphitheater (Approved Budget).	IT	Complete.				
Upgrade backup system to have Cloud backups/DR solution (Approved Budget).	IT	Complete.				
Replace Civic Center Alarm System (Approved Budget). Systems are very old and basement panel no longer working.	IT	Complete.				
Leverage technology to increase and improve online services, improve access to public information, and improve city capabilities to monitor, automate, and manage operational data remotely		**X**	**X**	**X**	**IT**	**All Departments**
Progress	**Dept**	**Status**				
Implement a new Public Records Request Portal that is more user friendly that will improve access to public records and automate the process to request public records.	CITY CLERK/ IT	Complete. NextRequest is the new Public Records Request Portal effective July 1, 1023.				
Laserfiche Enterprise Upgrade (Approved FY 2023/2024 Budget) The City's current version/license is very limited, on-line searches are limited to 10 users, which includes the public and staff. Upgrading to the Enterprise License will allow for unlimited users and web searches.	CITY CLERK/ IT	Complete. License was upgraded to the Enterprise License in mid-November 2023.				
Work with operations staff to identify, implement and support the implementation of technology solutions to bolster IT security and improve operational, analytical, and management functions		**X**	**X**	**X**	**IT**	**All Departments**
Progress	**Dept**	**Status**				
GIS Enterprise Software Upgrade (Approved Budget): Current version is limited. Staff needs to enhance GIS software and provide city-wide mapping applications and enhance community development operations.	IT	Complete. Set up new GIS servers and installed the latest ARCGIS enterprise systems.				
GIS Aerial Imagery for Mapping (Approved Budget): The City does have an updated aerial imagery system. The City needs an Aerial Imaging	IT	Completed and integrated with City Maps online.				

platform to be use with GIS Enterprise solution for Public Safety and Community Development.		

Goal E - SAFETY

Fill the authorized Ambulance Operator position and complete the transition to the ambulance operator program and provision of the third ambulance		**X**			**Fire**	**HR**
Progress	**Dept**	**Status**				
Third ambulance in service	Fire	Complete.				
Develop a firearm discharge ordinance		**X**			**PD**	**City Attorney**
Progress	**Dept**	**Status**				
City Attorney reviewing current ordinance; will work with staff to identify specific issues to be addressed in the ordinance.	CA/PD	Complete. The Police Chief and City Attorney determined our current ordinance will suffice. The Police Chief sent letters to each golf course explaining our current firearms ordinance and their requirements under the ordinance.				
Continue to explore and utilize technology to promote public safety.			**X**		**PD**	**IT/PW/Engin/ Facilities**
Progress	**Dept**	**Status**				
Park Cameras are now simultaneously visible on newly purchased TV monitors in the dispatch center	PD/IT/FIN	Complete.				
One additional Flock ALPR has been purchased and installed bringing the city total to 21 Flock ALPR cameras	PD	Complete. PD will continue to evaluate technology methods to help reduce crime in the City.				
Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises		**X**	**X**		**Fire/PD**	**CMO/IT**
Progress	**Dept**	**Status**				
The PD successfully implemented the PSEC transition in May 2023 allowing both PD and FD to have county-wide communication interoperability. The PD implemented Emergency Medical Dispatching HR in June 2023.	PD	Complete.				

Upgrade backup system to have Cloud backups/DR solution (Approved Budget).	IT	Complete.

Implement new program to improve community access to crime stats	**X**			**PD**	

Progress	**Dept**	**Status**
The PD went live with its new crime mapping software in May 2023. The new website is crimemapping.com	PD	Complete.

Goal F - EMBRACING, INCLUSIVE COMMUNITY

Help define who Cathedral City is for our families and others		**X**		**CMO**	

Progress	**Dept**	**Status**
The City of Cathedral City, across all departments, continues to make progress on defining our mission and what our community represents and provides for our residents. Through recent community surveys, we know Cathedral City is valued/respected as a community that welcomes and embraces diversity, has an abundance of high quality and affordable housing options and vibrant businesses. Our neighborhoods are attractive, well-maintained, and issues surrounding homelessness have been compassionately addressed with thoughtful, coordinated, and collaborative programs.	CMO	Communications & Events will be working with FlashVote, a scientific survey company, to learn more about where residents are getting their news/key information about Cathedral City, what types of events they want to continue to see, elements that offer a sense of community pride, etc. Economic Development is doing the same with FlashVote regarding potential businesses and general interests our consumers might have related to future development. The MyCathedralCity app is also helpful when it comes to defining our identity, allowing both employees and citizens the chance to report issues in real-time to ensure our neighborhoods are attractive and well-maintained.

Work with Riverside County to locate the potential RUHS community health center in Cathedral City		**X**		**Econ Dev**	

Progress	**Dept**	**Status**
Met with Riverside University Health System (RUHS) to discuss the possibility of attracting a Federally Qualified Health Clinic to Cathedral City. RUHS allocates resources based on patient needs, specifically, RUHS looks to serve eligible but unserved Medicaid patients. RUHS ranked Riverside County cities by their respective number of eligible	ECON DEV	Complete. RUHS services are currently available to Cathedral City residents within existing Palm Springs facilities.

but unserved Medicaid patients. Numbers of eligible but unserved Medicaid patients ranged from 99,022 (City of Riverside) to 5,419 (City of Winchester). Based on this criteria, Cathedral City ranks 16th out of 24 cities. In order of eligible but unserved Medicaid patients, the Coachella Valley saw the following rankings: Indio was ranked 6th with 26,619 patients, Coachella was ranked 10th with 15,455 patients, Palm Desert was ranked 11th with 13,687 patients, Cathedral City was ranked 16th with 9,900 patients. Given Cathedral City's immediately proximity to a number of RUHS facilities in Palm Springs, RUHS staff does not see Cathedral City receiving any RUHS facilities in the immediate future.		

CITY COUNCIL MINUTES

Study & Regular Meeting
Wednesday, July 24, 2024
3:00 PM

City Council Chambers
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

STUDY SESSION 3:00PM

- **CALL TO ORDER**

  Mayor Mark Carnevale called the Study Session portion of the meeting to order at 3:00 p.m.

- **ROLL CALL**

  Present: Mark Carnevale, Mayor
  Nancy Ross, Mayor Pro Tem
  Raymond Gregory, Councilmember
  Ernesto Gutierrez, Councilmember
  Rita Lamb, Councilmember

- **AGENDA FINALIZATION**

  There were no changes to the Agenda.

1. PUBLIC COMMENTS

Steve Vogelsang, expressed his concern with an array of issues which included: animal control, taxes, standing water, traffic light and speed bump needs. He would like the City to get back to him to discuss his concerns

Robert McCormick, expressed his concern with the Police Department interfering with his campaigning for a presidential candidate.

2. STUDY SESSION

A. IT Master Plan Update

David Krout, Managing Partner, and Tom Jakobsen, Partner, for Client First, provided an overview of the Draft IT Master Plan. The following points were presented:

- Introductions

- Technology Plan Objectives
- Planning Methodology
- Assessment
- Strategies, Goals and Objectives
- Project Budgets
- Questions

Danny Lee, congratulated the IT Department for the progress they have made. He discussed the challenges and needs to bring the City's systems into the 21st century. He discussed his previous work experience in the IT industry and discussed what to do in an emergency and hopes it is all in the plan already.

This item was for presentation only, there was no formal action taken by the City Council.

B. Vacant and Abandoned Building Ordinance

Andrew Firestine, Director of Community and Economic Development provided an overview of the draft Vacant and Abandoned Building Ordinance for Council's discussion and comments. The following points were presented:

- Overview
- Current Program
- Current Needs
- The City of Palm Springs' Ordinance
- Draft Ordinance

Councilmember Raymond Gregory expressed his concern with eliminating the residential properties with 4 or fewer units from the registry list. He feels that the existing nuisance regulations may not be sufficient as they take time.

Councilmember Ernesto Gutierrez reiterated the basis for asking staff to bring this item up for discussion. He expressed his concern related to vacant residential properties that need to be protected from squatters.

City Manager McClendon stated that staff will review and incorporate a residential component and bring back a comprehensive draft for the Council's review at a future date.

This item was for discussion and direction only, there was no formal action taken by the City Council.

3. <u>CLOSED SESSION</u>

A. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8

<u>Recommendation</u>: This is Closed Session Item, there is no staff recommendation.

City Attorney Eric Vail announced that the City Council will meet in Closed Session to discuss item 2 A.

RECESS

The City Council recessed to Closed Session at 4:38 p.m.

REGULAR MEETING – 5:30 PM

- **CALL TO ORDER**

  Mayor Mark Carnevale called the July 24, 2024, Regular City Council Meeting to order at 5:30 p.m.

- **PLEDGE OF ALLEGIANCE**

  Councilmember Ernesto Gutierrez led the Pledge of Allegiance.

- **INVOCATION (MOMENT OF REFLECTION)**

  Councilmember Raymond Gregory offered a moment of reflection.

- **ROLL CALL**

  Present: Mark Carnevale, Mayor
  Nancy Ross, Mayor Pro Tem
  Raymond Gregory, Councilmember
  Ernesto Gutierrez, Councilmember
  Rita Lamb, Councilmember

- **AGENDA FINALIZATION**

  There were no changes to the Agenda.

- **SPECIAL PRESENTATIONS**

  A. Certificate of Appreciation for Outgoing Commissioners

  The City Council recognized all the outgoing Commissioners from various boards and commissions for their work and volunteerism. They presented them with Certificates of Appreciation.

  B. Special Presentations – Cathedral City Senior Center

  Geoff Corbin, Cathedral City Senior Center, provided a special presentation to recognize and thank individuals and partnerships that have supported the Senior Center.

1. **PUBLIC COMMENTS**

   The following public comments were submitted electronically and read into the record:

Jerome Moskowitz, expressed his concern with the persistent cannabis odor affecting the quality of life at Date Palm Country Club.

David Koslow, alerted property owners in Cathedral City, Palm Desert, Palm Springs, and Rancho Mirage of pending case Montanaro v. Cathedral City.

Rebecca Navarre, discussed excessive heat and the negative affects. She discussed urban forests and how they can help. She feels the City and the citizens need to study the issues and consider making amendments to the Cathedral City General Plan.

The following individuals provided public comment in person:

Eri Nox, expressed his concern with the potential sale of the Festival Lawn. He would like to see some discussion as a community before any sale of the property takes place.

Erin Hyland, expressed her concern with the current overcrowding crisis in the animal shelters. She provided some suggestions to help mitigate the issue and urged everyone to get involved and show Cathedral City cares.

Jens Mueller, thanked all the outgoing Commissioners for donating their time to the City. He discussed a recent ride-along he took with a Code Compliance Officer. He provided suggestions to help mitigate the violations in the City.

Sam Toles, thanked the City Council and City Manager McClendon for their work moving the City forward.

Alan Carvalho, thanked Sue Townsley for her leadership and many contributions to the City and the community.

Dorian Whitney, expressed his concern with the lack of traffic calming on his street.

2. COUNCIL REPORTS

Councilmember Ernesto Gutierrez reported on the following:

- His attendance at the 2x2 meeting with the Coachella Valley Water District
- His interaction with a resident related to Burrtec billing
- His attendance at the Free Summer Movies Series and book giveaway event
- The resident he assisted with obtaining a permit for their property
- The Ramon Road widening project affecting the Chevron Gas Station
- The new traffic signal installation at Landau and McCallum
- His meeting with City Manager McClendon and Assistant City Manager Ambrose
- He thanked the Police Department for their efforts in citing speeders on the roads

- He thanked the Council for working together to do what is best for the City

Councilmember Raymond Gregory reported on the following:

- He wished everyone a Happy New Fiscal Year
- His participation in the Southern California Edison 3-day workshop
- His attendance at the “Dinner with Patsi” fundraiser at Tony’s Burgers
- His attendance at the College of the Desert’s Happy Hour with Hope Event
- The passing of a local resident Diane Gil, and he asked that the Council adjourn the meeting in her memory
- He reminded everyone that the Summer Olympics will be starting on Friday

Councilmember Rita Lamb reported on the following:

- He attendance at the Coachella Valley Mountains Conservancy Meeting
- Her attendance at the Police Department’s Backpack Giveaway Event
- She recognized the Fire Department for their participation at the Free Summer Movies Event
- Her attendance at CVLink’s awards ceremony
- She thanked John Corella, Director of Engineering and Public Works, for helping to find projects in her district in need of improvements
- She mentioned the street repairs in the Cove area, which she is thankful for
- The calls she received from residents thankful for the new signal at Landau and Ramon
- The possible installation of ADA ramps near a mobile home park on Cathedral Canyon
- Her coffee meeting with Gailya Brown from Dezart Performs
- Her attendance at the “Dinner with Patsi” fundraiser at Tony’s Burger
- The passing of local resident Diane Gil, and her community involvement

Mayor Pro Tem Nancy Ross reported on the following:

- Discussed her first meeting with Diane Gil, who recently passed away
- Her sponsorship of the Police Department’s Back Pack event
- Her sponsorship of SunLine’s Pack the Bus Event
- Her attendance at the SunLine Transit Agency Board Meeting
- She discussed the Animal Shelter crisis

3. CONSENT AGENDA

A. Waive Full Reading of Ordinances on Agenda

Recommendation: Waive Full Reading of Ordinances on Agenda.

M.O. 2024-105

B. Approve Study Session and Regular City Council Meeting Minutes of June 26, 2024

Recommendation: Approve Study Session and Regular City Council Meeting Minutes of June 26, 2024.

M.O. 2024-106

C. Receive and File Payment of Claims and Demands for June 2024

Recommendation: Receive and File Payment of Claims and Demands for June 2024

M.O. 2024-107

D. Accept the Resignation of Danielle Mead from the Historic Preservation Committee

Recommendation: Staff recommends that the City Council accept the resignation of Danielle Mead from the Historic Preservation Committee effective July 1, 2024, and direct staff to proceed with filing the vacant seat.

M.O. 2024-108

E. Accept the Resignation of Skye Daley from the Planning Commission.

Recommendation: Accept the Resignation of Skye Daley from the Planning Commission effectively immediately and direct staff to proceed with filing the vacant seat.

M.O. 2024-109

F. 401 (a) Side Letters

Recommendation: To authorize the City Manager to execute side letters with the Cathedral City Police Management Association (CCPMA), Cathedral City Fire Management Association (CCFMA), Cathedral City Professional Firefighters Association (CCPFA), and update the regulations for Non-Represented Executive, Administrative, Professional, Confidential, and Other Particular Employees (Non-Rep) to amend the 401(a) retirement plan document.

M.O. 2024-110

G. Yoga Classes in the Cathedral City Community Amphitheater - 2025 funded by the Parks and Community Events Commission Small Events Budget

Recommendation: To approve $3,200 of funding support from the Parks and Community Events budget for the Parks and Community Events Commission's Yoga Classes in the Cathedral City Community Amphitheater – 2025 event.

M.O. 2024-111

H. **Approval of the Parks and Community Events Commission (PACE) support of the Panorama Dog Park Halloween Dog Costume Contest Event - 2024**

Recommendation: To approve $100 from the 2024-2025 Parks and Community Events Commission small events budget to support the Panorama Dog Park Howl-O-Ween dog costume event – 2024.

M.O. 2024-112

I. **Amended Tract 31774 Campanile: Approval of Assignment and Assumption Agreement and Amendment to Subdivision Agreement, with GID Campanile, LLC (Assignor) and WH Campanile 141, LLC (Assignee).**

Recommendation: To approve the Assignment and Assumption Agreement and Amendment to Subdivision Agreement for Amended Tract 31774, Campanile, between GID Campanile, LLC (Assignor), and WH Campanile 141, LLC (Assignee); and authorize the execution of the agreement and amendment by the City Manager and City Clerk.

M.O. 2024-113

J. **Professional Consulting Services Agreement with TAMJAC LLC. for Community Development Grant Support Services.**

Recommendation: To approve an agreement with TAMJAC LLC. in the amount not-to-exceed $35,000 for the administration of the City's Community Development Block Grant (CDBG) Program, including the administration of the fiscal year (FY) 2024-2025 CDBG Annual Action Plan (AAP) and the preparation of the City's FY 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) and the FY 2025-2026 AAP necessary to maintain compliance with the program; and authorize the City Manager to execute the agreement.

M.O. 2024-114

K. **2024 Battle in the Desert SUP**

Recommendation: To approve Special Use Permit for the 2024 Battle in the Desert to be held on Saturday, October 19, 2024, in the Cathedral City Community Amphitheater.

M.O. 2024-115

A motion was made by Councilmember Gregory and seconded by Mayor Pro Tem Ross to approve the Consent Agenda.

RESULT:	**PASS [5 TO 0]**
MOVER:	Raymond Gregory, Councilmember
SECONDER:	Nancy Ross, Mayor Pro Tem

AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

4. PUBLIC HEARINGS

5. LEGISLATIVE ACTIONS

A. Resolution Referring a Ballot Measure to the Voters for the November 2024 Election

Recommendation: To approve a resolution referring a ballot measure to the voters of Cathedral City during the November 2024 General Election.

The following individual submitted public comment electronically and was read into the record:

Teri Hargreaves, expressed her support of the proposed ballot measure.

The following individuals provided public comment in person:

Jesse Barrago, President of the Cathedral City Police Officers Association, on behalf of the association expressed their support of the proposed ballot measure.

Danny Lee, expresses his support of the proposed ballot measure.

Brad Anderson, expressed his concerns with increasing taxes but supports letting the voters decide.

Danielle Mead, expressed her support of the proposed ballot measure.

Alan Carvahlo, expressed his support of the proposed ballot measure.

Geoff Corbin, expressed his support of the proposed ballot measure.

Vic Ide, expressed his support of the proposed ballot measure.

Chip Yarborough, expressed his support of the proposed ballot measure.

Rick Saldivar, expressed his support of the proposed ballot measure.

Shelly Kaplan, expressed his support of the proposed ballot measure.

Reso 2024-33
A motion was made by Councilmember Gutierrez and seconded by Councilmember Gregory to adopt a Resolution of the City Council of the City of Cathedral City calling an Election in the City of Cathedral City to be consolidated with the City's next general municipal election on November 5, 2024, and submitting to the electors a ballot measure to adopt an Ordinance increasing the

City's Transaction and Use Tax by one-half cent, establishing the policies and procedures for such an election, requesting that Riverside County provide election services; directing the City Attorney to prepare an impartial analysis; and authorize the filing of a rebuttal argument.

RESULT:	**PASS [5 TO 0]**
MOVER:	Ernesto Gutierrez, Councilmember
SECONDER:	Raymond Gregory, Councilmember
AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

B. Proposed Public Arts Commission Grant Process

Recommendation: To approve the Public Arts Commission recommendation for a grant process for the PAC grant program.

M.O. 2024-116

A motion was made by Councilmember Lamb and seconded by Councilmember Gregory to approve the Public Arts Commission's recommendation for a grant process for the PAC grant program.

RESULT:	**PASS [5 TO 0]**
MOVER:	Rita Lamb, Councilmember
SECONDER:	Raymond Gregory, Councilmember
AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

C. Greater Coachella Valley Chamber of Commerce Service Provider Agreement for Fiscal Year 2024/2025

Recommendation: To approve a service provider agreement between the City of Cathedral City and the Greater Coachella Valley Chamber of Commerce for FY 2024/2025 and to authorize the City Manager to execute the agreement.

Shelly Kaplan, announced the upcoming Cathedral City Chamber Annual Mixer which is tentatively scheduled for November 12, 2024.

M.O. 2024-117

A motion was made by Councilmember Gregory and seconded by Councilmember Lamb to approve a service provider agreement between the City of Cathedral City and the Greater Coachella Valley Chamber of Commerce for Fiscal Year 2024/2025 and to authorize the City Manager to execute the agreement.

RESULT:	**PASS [5 TO 0]**
MOVER:	Raymond Gregory, Councilmember
SECONDER:	Rita Lamb, Councilmember
AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

D. **Agreement with the City of Palm Springs and the Coachella Valley Water District Regarding the Ramon Road Widening (from San Luis Rey Drive to Landau Boulevard) Including the Whitewater Bridge Widening, City Project No CIP 2500, Federal-Aid Project No. BHLS-5282(040).**

Recommendation: To approve an agreement with the City of Palm Springs and the Coachella Valley Water District (CVWD) for the construction of the Ramon Road Widening (San Luis Rey to Landau Boulevard) including the Whitewater River Bridge Widening, City Project No CIP 2500, Federal-Aid Project No. BHLS-5282(040); and authorize the City Manager to execute all necessary documents.

M.O. 2024-118

A motion was made by Councilmember Gregory and seconded by Councilmember Lamb to approve an agreement with the City of Palm Springs and the Coachella Valley Water District (CVWD) for the construction of the Ramon Road widening, (San Luis Rey to Landau Boulevard) including the Whitewater River Bridge Widening, City Project No. CIP 2500, Federal-Aid Project No. BHLS-5282(040); and authorize the City Manager to execute all necessary documents.

RESULT:	**PASS [5 TO 0]**
MOVER:	Raymond Gregory, Councilmember
SECONDER:	Rita Lamb, Councilmember
AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

E. **Approval of License Agreement with the Coachella Valley Association of Governments (CVAG) for the construction, maintenance and operation of portions of the CV Link facility on City-owned properties.**

Recommendation: To approve a license agreement between the City and the Coachella Valley Association of Governments (CVAG) for the construction, maintenance and operation of portions of the CV Link project on City-owned properties, identified as Assessor Parcels Nos 687-480-007, 008, 018, and 674-020-051, 053; and authorize the City Manager and City Clerk to execute the license agreement on behalf of the City.

M.O. 2024-119

A motion was made by Councilmember Lamb and seconded by Councilmember Gregory to approve the license agreement between the City and the Coachella Valley Association of Governments (CVAG) for the construction, maintenance and operation of portions of the CV Link project on city-owned properties, identified as Assessor Parcel Nos. 687-480-007, 008, 018, and 674-020-051, 053; and authorize the City Manager and City Clerk to execute the license agreement on behalf of the City.

RESULT:	**PASS [5 TO 0]**
MOVER:	Rita Lamb, Councilmember
SECONDER:	Raymond Gregory, Councilmember
AYES:	Carnevale, Ross, Gregory, Gutierrez, Lamb
NOES:	
ABSENT:	
ABSTAIN:	

6. DISCUSSION ON FUTURE AGENDA ITEMS

There was no discussion on future agenda items.

7. CLOSED SESSION

City Attorney Eric Vail, announced that the City Council meeting in Closed Session during the Study Session portion of the meeting and there was no reportable action taken by the City Council.

ADJOURNMENT

Mayor Mark Carnevale adjourned the Regular Meeting in memory of Diane Gil at 8:00 p.m.

Mayor, City of Cathedral City

City Clerk, City of Cathedral City

Staff Report

City Council

Item No. 3.C

Meeting Date: August 14, 2024

From: Kevin Biersack, Financial Services Director

Title: Check Demand – July 2024

RECOMMENDATION:
The City Council acting in its capacity for the City, the Successor Agency to the former Redevelopment Agency, the Housing Successor Agency and the Cathedral City Public Finance Authority Board receive and file payment of claims and demands in the aggregate sum of $25,323,731.29 for the month of July 2024.

I HEREBY CERTIFY that in my judgment these demands were legally and owing by the City and/or the Successor Agency to the former Redevelopment Agency, the Housing Successor Agency and the Cathedral City Public Finance Authority and the funds were available for payment thereof, and in all other respects, the demands conform to the criteria set for the in section 3.16.050 of the Cathedral City Municipal Code.

Kevin Biersack, Financial Services Director

ATTACHMENTS:

DEMAND LISTINGS FOR THE MONTH OF JULY 2024
CITY OF CATHEDRAL CITY

PAYROLL

DATE	DESCRIPTION		TOTAL
6/18/2024	Checks and Direct Deposit	$	-
	Taxes, PERS, ICMA, Nationwide	$	210,311.75
7/2/2024	Checks and Direct Deposit	$	-
	Taxes, PERS, ICMA, Nationwide	$	546,140.52
7/9/2024	Checks and Direct Deposit	$	14,782.50
	Taxes, PERS, ICMA, Nationwide	$	435.00
7/16/2024	Checks and Direct Deposit	$	653,899.42
	Taxes, PERS, ICMA, Nationwide	$	459,650.82
7/30/2024	Checks and Direct Deposit	$	786,235.86
	Taxes, PERS, ICMA, Nationwide	$	225,607.48
TOTAL PAYROLL		**$**	**2,897,063.35**

ACCOUNTS PAYABLE

DATE	CHECK NO.		TOTAL
6/27/2024	EFT 7667-7667		VOID
7/2/2024	CK 10014167-10014199 / EFT 7668-7741	$	4,312,369.27
7/18/2024	CK 10014200-10014258 / EFT 7742-7866	$	2,776,413.60
7/31/2024	CK 10014259-10014321 / EFT 7867-7956	$	3,785,578.33
	WIRE NO.		
Various	9006905-9006940	$	11,552,306.74
TOTAL ACCOUNTS PAYABLE		**$**	**22,426,667.94**

COMBINED TOTAL FOR MONTH:	**$**	**25,323,731.29**

TOTAL ACCOUNTS PAYABLE DEMAND REGISTER REPORT (ATTACHED)	$	23,868,813.51
TOTAL PAYROLL CHECKS AND DIRECT DEPOSITS	$	1,454,917.78
COMBINED TOTAL FOR MONTH:		**$25,323,731.29**

Cathedral City

DEMAND REGISTER REPORT July 2024

VENDOR NAME	TYPE	DATE	DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	PAYMENT AMOUNT
ADVANTEC CONSULTING ENGINEERS INC	INVOICE	06/25/2024	2.24-6.24 HSIP CYCLE 9A	9803--160-30	$2,029.52	
	EFT	07/18/2024	EFT NUMBER 7742			**$2,029.52**
AFECO, INC.	INVOICE	06/18/2024	UNIFORMS - LEATHER STATION BOOTS	190297	$454.99	
	EFT	07/02/2024	EFT NUMBER 7668			**$454.99**
AIR EXCHANGE INC.	INVOICE	06/24/2024	VEHICLE MAGNETIC EXHAUST GRABBER	91612391	$2,947.29	
	INVOICE	06/24/2024	VEHICLE MAGNETIC EXHAUST GRABBER	91612396	$5,034.84	
	EFT	07/02/2024	EFT NUMBER 7669			**$7,982.13**
ALBERT WEBB ASSOCIATES	INVOICE	03/30/2024	3.24 DUTCH BROS	ARIV0003521	$110.00	
	INVOICE	05/25/2024	5.24 COVE PLAN CHECK	ARIV0004159	$1,210.00	
	INVOICE	06/29/2024	6.24 PROF SVCS	ARIV0004314	$9,965.00	
	EFT	07/02/2024	EFT NUMBER 7670			**$11,285.00**
ALCO TARGET CO.	INVOICE	07/16/2024	RANGE TRAINING TARGETS (QTY-3)	72427	$241.04	
	CHECK	07/31/2024	CHECK NUMBER 10014259			**$241.04**
ALERT 360 OPCO, INC.	INVOICE	06/19/2024	7.1.24-12.31.24 ALARM-CIVCTR	14434010	$960.00	
	CHECK	07/31/2024	CHECK NUMBER 10014260			**$960.00**
ALFONSO BOYER CONSTRUCTION	INVOICE	06/15/2024	CAPT OFF. LIGHTING & HALLWAYS PAINTING - FS 412	596	$9,000.00	
	INVOICE	06/15/2024	KTCHN LIGHTING & ELECT. RM WALL REPAIR - FS 412	597	$9,850.00	
	INVOICE	07/16/2024	MATERIAL & FABRICATION OF FENCE - FOUNTAIN	602	$13,321.19	
	EFT	07/18/2024	EFT NUMBER 7743			**$32,171.19**
	INVOICE	06/15/2024	CAPT BEDROOM REPAIRS & KTCHN LGHTNG - FS 412	598	$10,000.00	
	INVOICE	07/16/2024	INSTALL. OF GALVANIZED METAL FENCE - FOUNTAIN	601	$13,321.19	
	EFT	07/31/2024	EFT NUMBER 7867			**$23,321.19**
ALL VALLEY APPLIANCE, INC.	INVOICE	06/26/2024	FRIDGE REPAIR ESTIMATE - FS 412	133617	$85.00	
	CHECK	07/18/2024	CHECK NUMBER 10014201			**$85.00**
ALLIANT CONSULTING, INC.	INVOICE	05/31/2024	5.24 COMPLIANCE & MONITOR SVCS	16496	$9,652.50	
	INVOICE	05/31/2024	5.24 COMPLIANCE & MONITOR SVCS	16497	$926.25	
	EFT	07/02/2024	EFT NUMBER 7671			**$10,578.75**
	INVOICE	04/30/2024	4.24 COMPLIANCE & MONITOR SVCS	16262	$2,876.25	
	INVOICE	06/30/2024	6.24 COMPLIANCE & MONITOR SVCS	16736	$10,530.00	
	INVOICE	06/30/2024	6.24 COMPLIANCE & MONITOR SVCS	16737	$1,365.00	
	EFT	07/31/2024	EFT NUMBER 7868			**$14,771.25**
ALLIANT INSURANCE SERVICES	INVOICE	06/26/2024	CATHCIT-02 DEADLY WEAPON RESPONSE PROGRAM FY25	2715921	$8,001.61	
	INVOICE	06/27/2024	FY25 APIP-CATHCIT-02	10155265	$878,311.90	
	INVOICE	06/27/2024	FY25 APIP-CATHCIT-02 EARTHQUAKE COVERAGE	2721942	$181,184.08	
	EFT	07/02/2024	EFT NUMBER 7672			**$1,067,497.59**
ALLIED REFRIGERATION, INC.	INVOICE	06/20/2024	BLOWDOWN SOLENOID REPL - COOLING TOWER	708936	$1,215.45	
	EFT	07/02/2024	EFT NUMBER 7673			**$1,215.45**
ALLSTAR FIRE EQUIPMENT, INC.	INVOICE	06/19/2024	UNIFORMS - PADDED SUSPENDERS	256790	$471.70	
	EFT	07/02/2024	EFT NUMBER 7674			**$471.70**
	INVOICE	06/27/2024	UNIFORMS - BOOT FITTING	257019	$127.72	
	EFT	07/18/2024	EFT NUMBER 7745			**$127.72**
ALZHEIMER'S COACHELLA VALLEY	INVOICE	07/01/2024	FY25 COMMUNITY ASSISTANCE GRANT AWARD	20240701	$5,000.00	
	EFT	07/02/2024	EFT NUMBER 7675			**$5,000.00**
AMAZON CAPITAL SERVICES, INC.	INVOICE	06/25/2024	SUPPLIES - FIRE	1MDN-LQJC-9WRG	$1,007.14	
	INVOICE	06/26/2024	SUPPLIES - PW	1GHQ-MQJV-K719	$27.38	
	INVOICE	06/27/2024	SUPPLIES - PD	1NLX-C9HL-NXCL	$145.41	
	INVOICE	06/28/2024	SUPPLIES - PD	1NC3-4NFV-TCXT	$100.15	
	INVOICE	06/28/2024	SUPPLIES - PD	1PCR-6KQV-RW7D	$254.57	
	INVOICE	06/30/2024	SUPPLIES - FLEET	1R1Y-N49R-1WLR	$30.35	
	INVOICE	06/30/2024	SUPPLIES - FIRE	1FMD-N397-3YK7	$22.83	
	INVOICE	06/30/2024	SUPPLIES - ERGONOMIC	1NCL-9Y6L-1J9D	$1,589.81	
	INVOICE	07/01/2024	SUPPLIES - FIRE	1FVR-GPCR-FF3J	$45.68	
	INVOICE	07/02/2024	SUPPLIES - FINANCE	1HHK-LCMX-JRHC	$28.44	
	CREDIT MEMO	07/02/2024	SUPPLIES - PD CREDIT MEMO	1KNX-7WVM-KYMM	($118.36)	
	INVOICE	07/02/2024	SUPPLIES - PARKS	1137-JXDH-K1LR	$80.40	
	EFT	07/18/2024	EFT NUMBER 7746			**$3,213.80**

	INVOICE	05/23/2024	SUPPLIES - PARKS	1D37-1J46-1499	$82.56	
	INVOICE	05/27/2024	SUPPLIES - ENVIRONMENTAL	1VW6-DGDH-4X9T	$304.08	
	INVOICE	05/29/2024	SUPPLIES - CITY CLERK	1RCK-7NNG-LFNW	$279.81	
	INVOICE	07/07/2024	SUPPLIES - FIRE	1CLN-D6XK-H6X4	$329.43	
	INVOICE	07/08/2024	SUPPLIES - FIRE	17RW-TMTG-MVY9	$119.64	
	INVOICE	07/09/2024	SUPPLIES - CITY ADMIN	1RF6-HVQR-V3J1	$58.81	
	INVOICE	07/09/2024	SUPPLIES - FIRE	1MY7-JHYD-VLDW	$486.56	
	INVOICE	07/10/2024	SUPPLIES - CITY CLERK	1V4F-FTWP-WLM9	$35.18	
	INVOICE	07/11/2024	SUPPLIES - FIRE	1KWV-M3R7-7F61	$265.90	
	INVOICE	07/12/2024	SUPPLIES - FIRE	1FY9-RGR3-DXHP	$99.50	
	INVOICE	07/15/2024	SUPPLIES - FIRE	17FN-631W-RJ73	$323.41	
	INVOICE	07/17/2024	SUPPLIES - PD	1JKF-L6FG-G7FD	$233.75	
	INVOICE	07/17/2024	SUPPLIES - CITY ADMIN	1147-PYG4-QGWW	$11.74	
	EFT	07/31/2024	EFT NUMBER 7869			**$2,630.37**
AMERICAN BLAST SYSTEMS, INC.	INVOICE	06/24/2024	LEVEL III SINGLE CURVE VEST PLATES (4)	INV2024-61583	$1,615.20	
	CHECK	07/02/2024	CHECK NUMBER 10014168			**$1,615.20**
AMERICAN DIGITAL CARTOGRAPHY	INVOICE	07/01/2024	7.1.24-6.30.25 HERE ADV RNW	27755	$1,250.00	
	EFT	07/31/2024	EFT NUMBER 7870			**$1,250.00**
AMERICAN FORENSIC NURSES	INVOICE	06/01/2024	JULY 2024 STAND BY FEE	78721	$1,170.31	
	INVOICE	06/28/2024	AUGUST 2024 STAND BY FEE	78823	$1,170.31	
	EFT	07/18/2024	EFT NUMBER 7747			**$2,340.62**
ANDRES, THADDEUS J.	INVOICE	07/01/2024	CC WATERSMART LANDSCAPES	1	$500.00	
	CHECK	07/31/2024	CHECK NUMBER 10014261			**$500.00**
ANIMAL SERVICES - RIVERSIDE COUNTY	INVOICE	07/16/2024	JUNE 2024 ANIMAL CONTROL SVCS	AN0000002956	$20,239.14	
	EFT	07/31/2024	EFT NUMBER 7930			**$20,239.14**
ASAP PUMPING, INC.	INVOICE	06/28/2024	30 - CATCH BASIN PUMPING	33873	$12,300.00	
	EFT	07/18/2024	EFT NUMBER 7749			**$12,300.00**
AT&T	INVOICE	07/01/2024	AT&T 9391064490: DHEC DOJ JUNE 2024	21937728	$343.56	
	CHECK	07/18/2024	CHECK NUMBER 10014202			**$343.56**
AVENU INSIGHTS & ANALYTICS, LLC	INVOICE	06/30/2024	CMT AUDIT (MIRACLE EDU.) 02.2024-06.2024	INV06-019112	$3,075.00	
	INVOICE	06/30/2024	CMT AUDIT (ARBALA) 02.2024-06.2024	INV06-019109	$3,225.00	
	INVOICE	06/30/2024	CMT AUDIT (GSSC MGMT) 02.2024-06.2024	INV06-019110	$862.50	
	INVOICE	06/30/2024	CMT AUDIT (CC PROS) 02.2024-06.2024	INV06-019111	$1,275.00	
	CHECK	07/18/2024	CHECK NUMBER 10014203			**$8,437.50**
	INVOICE	06/30/2024	CMT AUDIT [G1(G/F), IL11, A1CYN] 02.2024-06.2024	INV06-019196	$6,600.00	
	INVOICE	06/30/2024	CMT AUDIT (HI-COLLECTIVE) 02.2024-06.2024	INV06-019197	$1,050.00	
	INVOICE	06/30/2024	CMT AUDIT (SATELLITE) 02.2024-06.2024	INV06-019198	$1,537.50	
	INVOICE	06/30/2024	CMT AUDIT (SOCAL LABS) 02.2024-06.2024	INV06-019199	$1,425.00	
	CHECK	07/31/2024	CHECK NUMBER 10014263			**$10,612.50**
BADGE FRAME, INC.	INVOICE	07/11/2024	PRINTED NAMES - ORGANIZATIONAL CHART	511350	$175.00	
	EFT	07/31/2024	EFT NUMBER 7871			**$175.00**
BANK OF NY MELLON TRUST CO N.A	INVOICE	07/30/2024	2000 SER A TAX ALLOC REV BOND	2024-0730	$648,431.87	
	WIRE	07/30/2024	WIRE NUMBER 9006938			**$648,431.87**
	INVOICE	07/15/2024	FY25 TRUSTEE FEE-2022A BOND	252-2646551	$1,750.00	
	EFT	07/31/2024	EFT NUMBER 7872			**$1,750.00**
BARRISTER PROFESSIONAL SVCS	INVOICE	07/19/2024	09.01-12.31.2023 PROF SVCS	CC-2021-19	$2,322.00	
	INVOICE	07/19/2024	05.01-06.30.2024 PROF SVCS	CC-2021-24	$1,053.00	
	INVOICE	07/19/2024	03.01-04.30.2024 PROF SVCS	CC-2021-23	$1,980.00	
	EFT	07/31/2024	EFT NUMBER 7873			**$5,355.00**
BASIC CDA	INVOICE	06/27/2024	PAYROLL RUN 1 - WARRANT 240702	44280	$4,254.88	
	CHECK	07/02/2024	CHECK NUMBER 10014169			**$4,254.88**
	INVOICE	07/16/2024	PAYROLL RUN 1 - WARRANT 240716	44772	$4,254.88	
	CHECK	07/18/2024	CHECK NUMBER 10014204			**$4,254.88**
BAUMANN, RAY	INVOICE	07/15/2024	MAY/JUN24 CITY VIDEO ENGINEERING	724	$1,128.50	
	EFT	07/31/2024	EFT NUMBER 7874			**$1,128.50**
BECK OIL, INC.	INVOICE	06/25/2024	GAS & DIESEL FUEL	119699	$1,823.60	
	EFT	07/02/2024	EFT NUMBER 7676			**$1,823.60**
	INVOICE	06/28/2024	GAS & DIESEL FUEL	120242	$2,018.04	
	INVOICE	06/28/2024	GAS & DIESEL FUEL	120243	$2,687.60	
	INVOICE	07/05/2024	GAS & DIESEL FUEL	121657	$2,262.80	
	EFT	07/18/2024	EFT NUMBER 7750			**$6,968.44**

	INVOICE	07/09/2024	GAS & DIESEL FUEL	121978	$16,034.18	
	INVOICE	07/10/2024	GAS & DIESEL FUEL	122042	$236.30	
	INVOICE	07/12/2024	GAS & DIESEL FUEL	122891	$2,273.99	
	INVOICE	07/19/2024	GAS & DIESEL FUEL	124023	$2,239.25	
	INVOICE	07/19/2024	GAS & DIESEL FUEL	124024	$1,750.36	
	EFT	07/31/2024	EFT NUMBER 7875			**$22,534.08**
BETH A SACKS	INVOICE	07/12/2024	50% DEPOSIT & AIRFARE-LGBT DAYS 03/09/2025	20240712	$2,700.00	
	EFT	07/18/2024	EFT NUMBER 7751			**$2,700.00**
BIDDLE CONSULTING GROUP, INC.	INVOICE	06/13/2024	TESTGENIUS ONLINE SOFTWARE - 07.2024-06.2025	78583	$3,494.00	
	CHECK	07/18/2024	CHECK NUMBER 10014205			**$3,494.00**
BIO-TOX LABORATORIES	INVOICE	06/13/2024	MAY24 PROF SVCS-DRUG SCREEN ANALYSIS	45986	$3,487.00	
	INVOICE	06/13/2024	MAY24 PROF SVCS-DRUG SCREEN ANALYSIS	45985	$201.00	
	CHECK	07/02/2024	CHECK NUMBER 10014170			**$3,688.00**
	INVOICE	07/15/2024	JUN24 PROF SVCS-DRUG SCREEN ANALYSIS	46113	$4,781.00	
	CHECK	07/31/2024	CHECK NUMBER 10014264			**$4,781.00**
BLACK HILLS AMMUNITION, INC.	INVOICE	06/27/2024	308 HORNADY AMMUNITION - QTY-5	262629	$872.50	
	CHECK	07/18/2024	CHECK NUMBER 10014206			**$872.50**
BOUND TREE MEDICAL, LLC	INVOICE	06/05/2024	PARAMEDIC SUPPLIES - FD	85371805	$20.48	
	INVOICE	06/10/2024	PARAMEDIC SUPPLIES - FD	85376951	$323.17	
	INVOICE	06/14/2024	PARAMEDIC SUPPLY BAGS - FD	85383279	$880.81	
	EFT	07/02/2024	EFT NUMBER 7677			**$1,224.46**
	INVOICE	06/18/2024	PARAMEDIC SUPPLIES - FD	85385926	$454.26	
	INVOICE	06/19/2024	PARAMEDIC SUPPLY BAGS - FD	85387259	$3,448.34	
	INVOICE	06/20/2024	PARAMEDIC SUPPLY BAG - FD	85388841	$362.12	
	INVOICE	06/24/2024	PARAMEDIC SUPPLIES - FD	85391954	$1,035.05	
	EFT	07/18/2024	EFT NUMBER 7752			**$5,299.77**
BRINKMANN INSTRUMENTS, INC.	INVOICE	06/25/2024	HANDHELD RAMAN SPECTROMETER - QTY1	20240625	$27,252.96	
	EFT	07/18/2024	EFT NUMBER 7753			**$27,252.96**
BROCK PROFESSIONAL SERVICES	INVOICE	07/01/2024	6/18-7/1 AB939 DIVERSION RPT	BPS0348	$1,500.00	
	EFT	07/18/2024	EFT NUMBER 7754			**$1,500.00**
	INVOICE	07/15/2024	7/2-7/15 AB939 DIVERSION RPT	BPS0349	$1,500.00	
	EFT	07/31/2024	EFT NUMBER 7876			**$1,500.00**
BURKE, WILLIAMS & SORENSEN LLP	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-157	$5,375.00	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-132	$377.19	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-155	$471.49	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-133	$1,980.26	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-612	$1,131.58	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-141	$1,131.58	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-311	$1,225.88	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-135	$4,620.61	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-331	$282.89	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-M00021	$754.38	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-121	$14,616.25	
	INVOICE	06/11/2024	07024-0121 JUN24 MAIN RETAINER INVOICE	324024-134	$282.89	
	INVOICE	07/09/2024	07024-0336 JUN 2024-CODE COMPLIANCE	324029	$24,087.17	
	INVOICE	07/09/2024	07024-0122.030 JUN 2024 RAYL V. CITY OF CATHEDRAL	324031	$198.00	
	INVOICE	07/09/2024	07024-0336.041 JUN 2024-STVR TACHEVAH DR	324033	$50.00	
	INVOICE	07/09/2024	07024-0336.044 SAN GABRIEL CIRCLE W	324034	$231.80	
	INVOICE	07/09/2024	07024-0152 JUN 2024-PLANNING	324028	$3,599.86	
	INVOICE	07/09/2024	07024-0132 JUN 2024-HUMAN RESOURCES	324025	$6,600.50	
	INVOICE	07/09/2024	07024-0132.008 JUN 2024-CCFMA NEGOTIATIONS	324032	$1,848.00	
	INVOICE	07/09/2024	07024-0151 JUN 2024-ECONOMIC DEVELOPMENT	324026	$3,510.50	
	INVOICE	07/09/2024	07024-0141 JUN 2024-SALES TAX AGREEMENT	324027	$29.50	
	INVOICE	07/09/2024	07024-0156 JUN 2024-ENGINEERING	324030	$118.00	
	EFT	07/18/2024	EFT NUMBER 7755			**$72,523.33**
BURRTEC WASTE & RECYCLING	INVOICE	06/30/2024	JUN24 RIO VISTA BLOW SAND	44-KT 538962-0624	$795.85	
	INVOICE	06/30/2024	JUN24 RIO VISTA BLOW SAND	44-KT 553863-0624	$242.00	
	INVOICE	06/30/2024	JUN24 CLEANUP ASSISTANCE	44-KT 490542-0624	$601.60	
	INVOICE	06/30/2024	JUN24 CLEANUP ASSISTANCE	44-KT 516474-0624	$334.40	
	INVOICE	06/30/2024	44-KT 554152-0624	44-KT 554152-0624	$555.67	
	EFT	07/18/2024	EFT NUMBER 7756			**$2,529.52**
C&D SOIL AMENDMENTS, LLC	INVOICE	05/14/2024	SUPPLIES - PARKS	1024	$1,957.50	
	EFT	07/18/2024	EFT NUMBER 7757			**$1,957.50**
CA BUILDING STANDARDS COMMISSION	INVOICE	06/30/2024	2023-24 4TH QTR BSA FEES	2023-24 4TH QTR	$1,331.10	
	CHECK	07/18/2024	CHECK NUMBER 10014207			**$1,331.10**
CA DEPT OF HEALTH CARE SERVICES	INVOICE	07/12/2024	2024 PP-GEMT COLLECTION #3	2024-0712	$130,205.76	
	WIRE	07/12/2024	WIRE NUMBER 9006924			**$130,205.76**
CA DEPT OF JUSTICE	INVOICE	06/07/2024	MAY24 BLOOD ALCOHOL ANALYSIS	743969	$70.00	
	INVOICE	06/19/2024	APR-JUN 2024 DOJ CLETS	744674	$1,876.98	

	CHECK	07/02/2024	CHECK NUMBER 10014171			**$1,946.98**
	INVOICE	06/30/2024	JUN24 BLOOD ALCOHOL ANALYSIS	750950	$245.00	
	CHECK	07/18/2024	CHECK NUMBER 10014208			**$245.00**
	INVOICE	05/03/2024	APR 2024 PRE-EMPLOYMENT LIVESCANS (2)	735415	$98.00	
	INVOICE	06/30/2024	JUN 2024 PRE-EMPLOYMENT LIVESCAN (1)	749130	$49.00	
	INVOICE	06/30/2024	JUN24 FINGERPRINT APPS	744954	$164.00	
	CHECK	07/31/2024	CHECK NUMBER 10014265			**$311.00**
CA STATE CONTROLLER'S OFFICE	INVOICE	06/30/2024	FY2024 AUDIT CONFIRMATION LTR	20240630	$150.00	
	CHECK	07/31/2024	CHECK NUMBER 10014266			**$150.00**
CA STATE DISBURSEMENT UNIT	INVOICE	07/03/2024	PAYROLL RUN 1 - WARRANT 240702	44279	$1,729.68	
	WIRE	07/03/2024	WIRE NUMBER 9006913			**$1,729.68**
	INVOICE	07/16/2024	PAYROLL RUN 1 - WARRANT 240716	44771	$1,729.68	
	WIRE	07/16/2024	WIRE NUMBER 9006925			**$1,729.68**
	INVOICE	07/30/2024	PAYROLL RUN 1 - WARRANT 240730	44965	$1,729.68	
	WIRE	07/30/2024	WIRE NUMBER 9006937			**$1,729.68**
CADD MICROSYSTEMS, INC.	INVOICE	04/26/2024	6.21.24-6.20.25 BLUEBEAM & REVU STD	SO30038065	$3,649.00	
	EFT	07/02/2024	EFT NUMBER 7678			**$3,649.00**
CAL ASSN OF CODE ENF OFFICERS (CACEO)	INVOICE	06/18/2024	11.12.24-11.14.24 CODE CONFERENCE - VICTOR GOMEZ	200029871	$545.00	
	INVOICE	06/26/2024	11.12.24-11.14.24 CODE CONFERENCE - CLIFTON WALEY	200029956	$545.00	
	CHECK	07/18/2024	CHECK NUMBER 10014209			**$1,090.00**
CALIFORNIA ASSOCIATION OF HOSTAGE	INVOICE	07/25/2024	NON POST TUITION CAHN CONFERENCE 9/23 - 9/27/2024	20240725	$990.00	
	CHECK	07/31/2024	CHECK NUMBER 10014267			**$990.00**
CALIFORNIA POLICE CHIEFS ASSOCIATION	INVOICE	07/01/2024	MEMBERSHIP DUES - 2024-2025 CPCA DUES	6192	$730.00	
	CHECK	07/18/2024	CHECK NUMBER 10014210			**$730.00**
CALNENA	INVOICE	07/25/2024	NON POST TUITION CALNENA FALL MEETING 9/10/2024 OL	20240725	$175.00	
	CHECK	07/31/2024	CHECK NUMBER 10014268			**$175.00**
CALPERS	INVOICE	07/01/2024	PAYROLL RUN 1 - WARRANT 240618	43666	$210,311.75	
	WIRE	07/01/2024	WIRE NUMBER 9006905			**$210,311.75**
	INVOICE	07/09/2024	JULY HEALTH PREM	100000017576066	$342,188.78	
	WIRE	07/09/2024	WIRE NUMBER 9006918			**$342,188.78**
	INVOICE	07/23/2024	FY23/24 1959 SURV BEN	FY24 1959 BEN	$12,641.20	
	WIRE	07/23/2024	WIRE NUMBER 9006931			**$12,641.20**
	INVOICE	07/24/2024	PAYROLL RUN 1 - WARRANT 240702	44276	$235,122.98	
	WIRE	07/24/2024	WIRE NUMBER 9006933			**$235,122.98**
	INVOICE	07/24/2024	PAYROLL RUN 1 - WARRANT 240716	44768	$207,588.81	
	WIRE	07/24/2024	WIRE NUMBER 9006934			**$207,588.81**
	INVOICE	07/25/2024	FY 25 UAL-A	FY 25 UAL-A	$767,131.00	
	WIRE	07/25/2024	WIRE NUMBER 9006935			**$767,131.00**
	INVOICE	07/26/2024	FY 25 UAL-B	FY 25 UAL-B	$1,792,447.00	
	WIRE	07/26/2024	WIRE NUMBER 9006936			**$1,792,447.00**
CAMPBELL, SANDRA	INVOICE	07/10/2024	6.15.24-7.10.24 CONSULTING WORK	043025	$862.50	
	EFT	07/18/2024	EFT NUMBER 7758			**$862.50**
CANYON COPY & PRINT, INC.	INVOICE	07/10/2024	THE SURVEY SAYS MAILERS	004804	$12,832.50	
	EFT	07/18/2024	EFT NUMBER 7759			**$12,832.50**
CARAHSOFT TECHNOLOGY CORPORATION	INVOICE	07/11/2024	7.1.24-6.30.27 RUBRIK BACKUP TO CLOUD	IN1711533	$48,657.50	
	EFT	07/31/2024	EFT NUMBER 7877			**$48,657.50**
CASC ENGINEERING & CONSULTING	INVOICE	05/31/2024	5.24 NPDES SERVICES	0051429	$4,161.50	
	CHECK	07/18/2024	CHECK NUMBER 10014211			**$4,161.50**
CAT CITY CAR WASH, LLC	INVOICE	07/01/2024	NOV23-JUN24 MONTHLY CAR WASH AGREEMENT	20240701	$2,000.00	
	EFT	07/18/2024	EFT NUMBER 7760			**$2,000.00**
CBT NUGGETS, LLC	INVOICE	05/07/2024	7.1.24-6.30.25 CBT NUGGETS SW RNW	S-10133613	$3,594.00	
	EFT	07/02/2024	EFT NUMBER 7679			**$3,594.00**
CC MMP HOTEL GROUP	INVOICE	06/30/2024	TOT SHARING AGREEMENT FY 2023/2024	20240630	$218,993.00	
	EFT	07/31/2024	EFT NUMBER 7878			**$218,993.00**
CDW GOVERNMENT, INC.	INVOICE	06/18/2024	ACROBAT PRO V22 L3 MOS-8-DANIELLE	RW29970	$167.03	
	INVOICE	06/18/2024	50FT HDMI (QTY 2)	RW43210	$124.97	
	INVOICE	06/19/2024	35FT DISPLAYPORT CABLE	RW45585	$93.58	
	INVOICE	06/21/2024	MS EA POWER BI PRO (QTY 13)	RX43506	$1,179.88	
	EFT	07/02/2024	EFT NUMBER 7680			**$1,565.46**
CENTER FOR INTERNET SECURITY, INC.	INVOICE	06/03/2024	7.1.24-6.30.25 CIS SERVICES MDR ADV	INV-240604-0059450	$24,000.00	
	EFT	07/02/2024	EFT NUMBER 7681			**$24,000.00**
CENTRALSQUARE TECHNOLOGIES, LLC	INVOICE	04/03/2024	CRIMEMAPPING.COM RENEWAL 2024-2025	407677	$1,260.00	
	EFT	07/18/2024	EFT NUMBER 7761			**$1,260.00**
CHARTER COMMUNICATIONS HOLDINGS, LLC	INVOICE	07/01/2024	JUL24 PSEC FIBER	160470001070124	$1,059.89	
	EFT	07/18/2024	EFT NUMBER 7762			**$1,059.89**
CHARTER COMMUNICATIONS HOLDINGS, LLC	INVOICE	06/07/2024	6.7.24-7.6.24 SOCCER PARK INTERNET	641868060724	$219.98	
	CHECK	07/02/2024	CHECK NUMBER 10014172			**$219.98**
	INVOICE	06/14/2024	6.14.24-7.13.24 INTERNET SVC	649457061424	$209.98	
	CHECK	07/02/2024	CHECK NUMBER 10014173			**$209.98**

	INVOICE	06/27/2024	6.27.24-7.26.24 PANORAMA PARK LLD17	357627062724	$319.98	
	CHECK	07/18/2024	CHECK NUMBER 10014212			**$319.98**
	INVOICE	06/26/2024	6.26.24-7.25.24 FIBER SVC FS411	335557062624	$655.00	
	CHECK	07/18/2024	CHECK NUMBER 10014213			**$655.00**
	INVOICE	06/24/2024	6.24.24-7.23.24 CABLE SVC FS411	336787062424	$287.88	
	CHECK	07/18/2024	CHECK NUMBER 10014214			**$287.88**
	INVOICE	06/30/2024	6.30.24-7.29.24 CITY HALL INTERNET	378487063024	$2,309.15	
	CHECK	07/18/2024	CHECK NUMBER 10014215			**$2,309.15**
	INVOICE	06/22/2024	6.22.24-7.21.24 FIBER SVC FS412	577542062224	$655.00	
	CHECK	07/18/2024	CHECK NUMBER 10014216			**$655.00**
	INVOICE	06/28/2024	6.28.24-7.27.24 FIBER SVC FS413	577559062824	$655.00	
	CHECK	07/18/2024	CHECK NUMBER 10014217			**$655.00**
	INVOICE	06/26/2024	6.26.24-7.25.24 FIBER SVC PW	577567062624	$655.00	
	CHECK	07/18/2024	CHECK NUMBER 10014218			**$655.00**
	INVOICE	06/24/2024	6.24.24-7.23.24 INTERNET ACCESS	578698062424	$319.98	
	CHECK	07/18/2024	CHECK NUMBER 10014219			**$319.98**
	INVOICE	06/30/2024	JUL24 FS413 INTERNET	580603063024	$279.16	
	CHECK	07/18/2024	CHECK NUMBER 10014220			**$279.16**
	INVOICE	07/01/2024	JUL24 PD CABLE	16897070124	$69.67	
	CHECK	07/31/2024	CHECK NUMBER 10014269			**$69.67**
	INVOICE	07/01/2024	7.1.24-7.30.24 CITY HALL ENT TV	52702070124	$27.47	
	CHECK	07/31/2024	CHECK NUMBER 10014270			**$27.47**
	INVOICE	07/01/2024	JUL24 FS413 INTERNET	580603070124	$273.66	
	CHECK	07/31/2024	CHECK NUMBER 10014271			**$273.66**
	INVOICE	07/07/2024	7.7.24-8.6.24 SOCCER PARK INTERNET	641868070724	$228.93	
	CHECK	07/31/2024	CHECK NUMBER 10014272			**$228.93**
	INVOICE	07/14/2024	7.14.24-8.13.24 INTERNET SVC	649457071424	$209.98	
	CHECK	07/31/2024	CHECK NUMBER 10014273			**$209.98**
CHRISTENSON, DAVID A.	INVOICE	06/29/2024	CC WATERSMART LANDSCAPES	1	$1,000.00	
	CHECK	07/18/2024	CHECK NUMBER 10014221			**$1,000.00**
CITY OF PALM SPRINGS	INVOICE	06/25/2024	16 RAMON RD BRIDGE LOCAL SHARE	16	$129.00	
	INVOICE	07/02/2024	EDOM HILL TOWER 7/1/24-6/30/25	9179	$3,300.00	
	CHECK	07/18/2024	CHECK NUMBER 10014222			**$3,429.00**
CITY-COUNTY COMMUNICATIONS & MARKETING	INVOICE	07/01/2024	ANNUAL MEMBERSHIP DUES	3850	$400.00	
	CHECK	07/18/2024	CHECK NUMBER 10014200			**$400.00**
CLAUDIA DURAN	INVOICE	06/25/2024	JANITORIAL SVC - CIVCTR	1033	$5,550.00	
	INVOICE	06/25/2024	JANITORIAL SVC - PD	1035	$3,475.00	
	INVOICE	06/25/2024	JANITORIAL SVC - FIRE STATION 410	1034	$1,250.00	
	EFT	07/02/2024	EFT NUMBER 7682			**$10,275.00**
	INVOICE	07/25/2024	JULY 24 JANITORIAL SVC - PD	1037	$3,475.00	
	INVOICE	07/25/2024	JUL 24 JANITORIAL SVC - FS 410	1038	$1,250.00	
	INVOICE	07/25/2024	JULY 24 JANITORIAL SVC - CIVCTR	1036	$5,550.00	
	EFT	07/31/2024	EFT NUMBER 7879			**$10,275.00**
CLIENTFIRST CONSULTING GROUP, LLC	INVOICE	05/31/2024	MAY24 IT MASTER PLAN	16820	$1,445.00	
	INVOICE	06/14/2024	APR24 IT MASTER PLAN	16679	$3,387.50	
	EFT	07/02/2024	EFT NUMBER 7683			**$4,832.50**
CLINT LEWIS	INVOICE	06/20/2024	EXTERIOR & INTERIOR WINDOW CLEANING - CIVCTR	4051	$1,850.00	
	CHECK	07/31/2024	CHECK NUMBER 10014289			**$1,850.00**
CLINTON ARMITAGE	INVOICE	07/29/2024	POST TUITION LE ARMORER REM870 COURSE SIQUEIROS, C	20240729	$390.00	
	CHECK	07/31/2024	CHECK NUMBER 10014274			**$390.00**
COACHELLA VALLEY ASSOC OF GOVERNMENTS	INVOICE	06/30/2024	JUN24 COLLECTION OF TUMF	2024-06JUN	$13,133.96	
	EFT	07/18/2024	EFT NUMBER 7769			**$13,133.96**
COACHELLA VALLEY CONSERVATION	INVOICE	06/30/2024	JUN24 MSHCP FEES	2024-06JUN	$9,108.00	
	EFT	07/18/2024	EFT NUMBER 7770			**$9,108.00**
COACHELLA VALLEY ECONOMIC PARTNERSHIP	INVOICE	07/03/2024	2024-2025 ANNUAL INVESTMENT	4021	$25,000.00	
	EFT	07/18/2024	EFT NUMBER 7771			**$25,000.00**
COACHELLA VALLEY KIDS LLC	INVOICE	07/07/2024	SNOWFEST-SANTA & MRS. CLAUS PERFORMANCE 50% DEP	20240707	$250.00	
	EFT	07/18/2024	EFT NUMBER 7764			**$250.00**
COACHELLA VALLEY WATER DISTRICT	INVOICE	06/30/2024	REFUND-VIA DE ANZA PH 2 WATER MAIN	2023.10.27	$5,507.00	
	CHECK	07/02/2024	CHECK NUMBER 10014174			**$5,507.00**
COACHELLA VALLEY WATER DISTRICT	INVOICE	06/20/2024	JUN24 - 315739-848266	SPK2-2406	$12,387.78	
	INVOICE	06/20/2024	JUN24 - 317147-849674	28905A-2406	$3,510.70	
	CHECK	07/02/2024	CHECK NUMBER 10014175			**$15,898.48**
	INVOICE	06/20/2024	JUN24 - 315103-847630	1004-2406	$2,238.95	
	INVOICE	06/27/2024	JUN24 - 315221-847748	1079-2406	$163.82	
	CHECK	07/18/2024	CHECK NUMBER 10014223			**$2,402.77**

	INVOICE	07/12/2024	JUN24 - 556555-556922	RR3-2406	$41.34	
	INVOICE	07/12/2024	JUN24 - 553679-556884	RR1-2406	$41.34	
	INVOICE	07/12/2024	JUN24 - 553525-765406	RR2-2406	$37.65	
	INVOICE	07/12/2024	JUN24 - 603699-887616	33300-RR-2406	$48.98	
	INVOICE	07/12/2024	JUN24 - 182081-513606	10166B-2406	$55.04	
	INVOICE	07/12/2024	JUN24 - 304577-765650	LLD-C-2406	$29.04	
	INVOICE	07/12/2024	JUN24 - 510413-514910	LLD-D-2406	$38.88	
	INVOICE	07/12/2024	JUN24 - 181911-513438	10166A-2406	$1,547.49	
	INVOICE	07/12/2024	JUN24 - 603703-887618	33300-L-2406	$2,425.51	
	INVOICE	07/12/2024	JUN24 - 605255-559874	33300-DF-2406	$25.41	
	INVOICE	07/12/2024	JUN24 - 307567-838510	SPK1-2406	$63.79	
	INVOICE	07/12/2024	JUN24 - 304559-765632	LLD-A-2406	$29.04	
	INVOICE	07/12/2024	JUN24 - 204347-548662	LLD-B-2406	$63.48	
	INVOICE	07/15/2024	JUN24 - 307461-838398	28905B-2406	$90.69	
	INVOICE	07/22/2024	JUL24 - 315739-848266	SPK2-2407	$9,698.94	
	INVOICE	07/22/2024	JUL24 - 317147-849674	28905A-2407	$3,953.10	
	CHECK	07/31/2024	CHECK NUMBER 10014275			**$18,189.72**
COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	INVOICE	06/04/2024	PAYROLL RUN 1 - WARRANT 240604	43326	$5,516.77	
	INVOICE	06/18/2024	PAYROLL RUN 1 - WARRANT 240618	43672	$5,421.43	
	EFT	07/02/2024	EFT NUMBER 7684			**$10,938.20**
COMPUTERSHARE TRUST COMPANY, N.A.	INVOICE	07/05/2024	2014 TAB SER A	2024-0705-A	$2,615,153.00	
	WIRE	07/05/2024	WIRE NUMBER 9006914			**$2,615,153.00**
	INVOICE	07/05/2024	2014 TAB SER B	2024-0705-B	$1,030,751.49	
	WIRE	07/05/2024	WIRE NUMBER 9006915			**$1,030,751.49**
	INVOICE	07/19/2024	2007 SER B TAX ALLOC REV BOND	2024-0719-A	$3,404,598.40	
	WIRE	07/19/2024	WIRE NUMBER 9006929			**$3,404,598.40**
	INVOICE	07/19/2024	2014 TAB SER C	2024-0719-B	$758,049.98	
	WIRE	07/19/2024	WIRE NUMBER 9006930			**$758,049.98**
	INVOICE	07/23/2024	2014 TAB SER C	2024-0723-A	$3,024.00	
	WIRE	07/23/2024	WIRE NUMBER 9006932			**$3,024.00**
COMPUTERSHARE TRUST COMPANY, N.A.	INVOICE	07/22/2024	07/24/24-07/23/25 2014B ESCROW	2354780	$2,000.00	
	INVOICE	07/22/2024	07/24/24-07/23/25 2014A ESCROW	2354779	$3,500.00	
	EFT	07/31/2024	EFT NUMBER 7952			**$5,500.00**
CONRAD ANGEL CORRAL	INVOICE	06/22/2024	05/14/24 DROP BY OFFICE-GENERAL MARKETING	20240622-1	$300.00	
	INVOICE	06/22/2024	05/14/24 DROP BY OFFICE CCTV VIDEO SEGMENT	20240622	$900.00	
	EFT	07/02/2024	EFT NUMBER 7685			**$1,200.00**
CONVERGEONE, INC.	INVOICE	04/22/2024	7.1.24-6.30.25 CISCO SMARTNET RNW	IE9120559	$20,741.73	
	EFT	07/02/2024	EFT NUMBER 7686			**$20,741.73**
CORELOGIC SOLUTIONS, LLC	INVOICE	05/31/2024	MAY24 GEOGRAPHIC PACKAGE - REALQUEST	82213802	$150.00	
	EFT	07/02/2024	EFT NUMBER 7687			**$150.00**
	INVOICE	06/30/2024	JUN24 GEOGRAPHIC PACKAGE - REALQUEST	82215237	$150.00	
	INVOICE	06/30/2024	JUN24 GEO PACK - REALQUEST	82214875	$360.00	
	EFT	07/18/2024	EFT NUMBER 7765			**$510.00**
COSTAR REALTY INFORMATION, INC.	INVOICE	07/03/2024	JUL 2024 PROPERTY PROFESSIONAL	120996231	$503.13	
	EFT	07/18/2024	EFT NUMBER 7766			**$503.13**
COUNSELING TEAM INTL	INVOICE	05/06/2024	APR24 SUPPORT SERVICES-FD	INV100219-A	$190.00	
	EFT	07/02/2024	EFT NUMBER 7688			**$190.00**
	INVOICE	06/05/2024	MAY24 SUPPORT SERVICES-FD	INV100502	$570.00	
	INVOICE	07/09/2024	JUN24 SUPPORT SERVICES-FD	INV100765	$210.00	
	INVOICE	07/09/2024	JUNE 2024 EMPLOYEE CONTRACTED COUNSELING	INV100766	$315.00	
	EFT	07/18/2024	EFT NUMBER 7767			**$1,095.00**
CPS HUMAN RESOURCES SERVICES	INVOICE	06/29/2024	04/28-06/01/24 CONSULTING SVCS-ONGOING	0013634	$2,027.50	
	EFT	07/18/2024	EFT NUMBER 7768			**$2,027.50**
	INVOICE	08/11/2024	07/18/24 ENTRY-LEVEL ANALYST WRITTEN EXAM	TR-INV004631	$682.00	
	EFT	07/31/2024	EFT NUMBER 7880			**$682.00**
CRYE PRECISION LLC	INVOICE	07/08/2024	DELTOID ARMOR SET - RNGR GREEN QTY-2	INV0401299	$809.31	
	EFT	07/31/2024	EFT NUMBER 7881			**$809.31**
CYRUN CORPORATION	INVOICE	05/09/2024	7.1.24-6.30.25 ALLIANCE CAD/RMS MAINT	CCP-2401	$53,500.00	
	EFT	07/18/2024	EFT NUMBER 7772			**$53,500.00**
DANA SAFETY SUPPLY	INVOICE	03/13/2024	VEHICLE UPGRADES - D-23 (LEASE)	898697-A	$6,238.22	
	EFT	07/18/2024	EFT NUMBER 7773			**$6,238.22**
DATA TICKET	INVOICE	06/30/2024	JUN24 CODE CITATION PROCESSING	167056	$299.68	
	EFT	07/31/2024	EFT NUMBER 7882			**$299.68**
DAVID TAUSSIG & ASSOC	INVOICE	03/31/2024	MAR24 PROF SERVICES CFD 2006-1A21 FORMATION	2403242	$2,117.50	
	INVOICE	04/30/2024	APR24 PROF SERVICES CFD 2006-1A21 FORMATION	2404058	$753.63	
	INVOICE	05/31/2024	MAY24 PROF SERVICES CFD 2006-1 FY 24/25	2405117	$3,069.36	
	EFT	07/31/2024	EFT NUMBER 7883			**$5,940.49**
DAWN OIL	INVOICE	06/25/2024	SHARPS & MEDICATIONS DISPOSAL	24-2220	$682.00	
	EFT	07/18/2024	EFT NUMBER 7774			**$682.00**
DBX, INC.	INVOICE	06/25/2024	6.24 LANDAU/MCCALLUM INT	8662.2	$298,794.75	
	EFT	07/18/2024	EFT NUMBER 7775			**$298,794.75**

DE LA TORRE, LORENZO	INVOICE	07/05/2024	CC WATERSMART LANDSCAPES	1	$599.00	
	CHECK	07/31/2024	CHECK NUMBER 10014276			**$599.00**
DE VEAS, CORWIN	INVOICE	07/01/2024	IDR 07.01 - 07.31.24	2025-08	$6,469.92	
	EFT	07/18/2024	EFT NUMBER 7776			**$6,469.92**
DEL VALLE INFORMADOR, INC.	INVOICE	07/15/2024	1/4 PAGE ADS JULY (4) FULL COLOR-JOIN CATH CITY	2024-113	$800.00	
	EFT	07/31/2024	EFT NUMBER 7884			**$800.00**
DELL FINANCIAL SERVICES	INVOICE	05/16/2024	JUL24 DELL SERVERS LEASE	3352523	$6,664.56	
	INVOICE	05/16/2024	AUG24 DELL SERVERS LEASE	3425326	$6,664.56	
	EFT	07/02/2024	EFT NUMBER 7689			**$13,329.12**
	INVOICE	07/17/2024	SEP24 DELL SERVERS LEASE	3495657	$6,664.56	
	EFT	07/31/2024	EFT NUMBER 7885			**$6,664.56**
DELL MARKETING L.P.	INVOICE	05/22/2024	DELL 34" MONITOR P3424WE QTY 5	10753807213	$3,134.66	
	INVOICE	06/09/2024	FY24/25 ZOHO ADSELF/PSSWRD MGR	10753362861	$1,389.96	
	INVOICE	06/10/2024	SONICWALL PROTECTION SUB 1YR	10753579374	$15,116.92	
	INVOICE	06/19/2024	DELL 24" MONITOR	10755330383	$175.39	
	INVOICE	06/22/2024	VESA MOUNT BRACKET	10755963030	$40.23	
	INVOICE	06/22/2024	PRECISION 3260 CFF BTX BASE	10755863049	$1,183.21	
	EFT	07/02/2024	EFT NUMBER 7690			**$21,040.37**
	INVOICE	05/28/2024	MOBILE PRECISION WS 5490	10751214984	$2,874.46	
	EFT	07/18/2024	EFT NUMBER 7777			**$2,874.46**
	INVOICE	06/04/2024	DELL LATITUDE 5430 RUGGED	10760477335	$1,821.78	
	INVOICE	06/22/2024	DELL 24" MONITOR	10755963065	$175.39	
	INVOICE	06/24/2024	OPTIPLEX ALL-IN-ONE PLUS	10756335180	$1,560.87	
	INVOICE	06/24/2024	OPTIPLEX ALL-IN-ONE PLUS	10756335199	$1,560.87	
	INVOICE	06/26/2024	OPTIPLEX ALL-IN-ONE PLUS	10756708930	$1,311.37	
	INVOICE	06/28/2024	7.18.24-7.17.25 ZOHO EDPT CENTRAL RNW	10757054848	$20,164.00	
	EFT	07/31/2024	EFT NUMBER 7886			**$26,594.28**
DEPARTMENT OF CONSERVATION	INVOICE	03/31/2024	2023-24 4TH QTR SMIP FEES	2023-24 4TH QTR	$1,940.08	
	CHECK	07/18/2024	CHECK NUMBER 10014224			**$1,940.08**
DESERT ACCESS & MOBILITY INC	INVOICE	06/30/2024	FY24 COMMUNITY ASSISTANCE GRANT AWARD	1740	$1,000.00	
	EFT	07/18/2024	EFT NUMBER 7778			**$1,000.00**
	INVOICE	06/30/2024	FY24 COMMUNITY ASSISTANCE GRANT AWARD (REISSUE)	1740-A	$1,000.00	
	CHECK	07/31/2024	CHECK NUMBER 10014277			**$1,000.00**
DESERT AIR CONDITIONING, INC.	INVOICE	06/03/2024	MINI SPLIT NOT WORKING - PARKING STRUCTURE	250494	$441.00	
	INVOICE	06/03/2024	HP 23, HP 38, AND HP 19 MAINT - CIVCTR	250469	$812.61	
	INVOICE	06/04/2024	MAINT. FOR (3) UNITS & (2) EVAP COOLERS - FS 413	250488	$773.50	
	INVOICE	06/04/2024	MAINT. FOR (5) UNITS & (4) EVAP COOLERS - FS #412	250452	$913.56	
	INVOICE	06/05/2024	HP 48, HP 53, HP 46, & HP 49 NOT COOLING-CIVCTR	250465	$367.50	
	INVOICE	06/07/2024	FRAME RM NOT COOLING (HP 68 & HP 37) - CIVCTR	250501	$416.50	
	INVOICE	06/12/2024	ELECTRICAL ROOM NOT COOLING - CIVCTR	250556	$147.00	
	INVOICE	06/14/2024	JUN24 AC MAINT - CIVCTR	250478	$2,436.50	
	EFT	07/02/2024	EFT NUMBER 7691			**$6,308.17**
	INVOICE	06/24/2024	INSTALL NEW DUCTLESS SPLIT - AMPHITHEATER	250994	$5,926.00	
	EFT	07/18/2024	EFT NUMBER 7779			**$5,926.00**
	INVOICE	06/27/2024	SWAMP COOLER REPAIRS - FS 413	251309	$859.88	
	EFT	07/31/2024	EFT NUMBER 7887			**$859.88**
DESERT ANTS ENGINEERING, INC.	INVOICE	07/11/2024	DINAH SHORE/PLUMB REPLACE MEDIAN CURB	587	$5,900.00	
	INVOICE	07/11/2024	DINAH SHORE/DATE PALM REP SIDEWALK	589	$12,158.00	
	INVOICE	07/11/2024	DINAH SHORE/DATE PALM REP SIDE	590	$7,042.20	
	INVOICE	07/11/2024	RECONSTRUCT DAMAGED BENCH LEG	586	$1,800.00	
	INVOICE	07/11/2024	BASEBALL FIELD RENO	588	$14,100.00	
	EFT	07/18/2024	EFT NUMBER 7780			**$41,000.20**
DESERT AREA CORP.	INVOICE	06/19/2024	SUPPLIES - VEHICLE REGRIGERANT - FS 413	688436	$280.54	
	EFT	07/18/2024	EFT NUMBER 7819			**$280.54**
	INVOICE	06/07/2024	CABIN AIR FILTERS - PD01	687142	$172.83	
	INVOICE	06/24/2024	BATTERY - C42-21	688753	$230.70	
	INVOICE	07/12/2024	WIPER BLADES - BUILD-05	690499	$58.70	
	INVOICE	07/18/2024	SUPPLIES - PW	691085	$121.76	
	INVOICE	07/22/2024	FLEET - AMBULANCE M-2 (22-02) BATTERY, CORE DEPOSI	691410	$1,328.58	
	EFT	07/31/2024	EFT NUMBER 7919			**$1,912.57**
DESERT CITIES REPROGRAPHICS SYSTEMS, INC.	INVOICE	06/28/2024	HSIP 9B POST TO PLAN ROOM	932886	$24.29	
	CHECK	07/18/2024	CHECK NUMBER 10014243			**$24.29**
	INVOICE	07/10/2024	HSIP 9A IMPROVE - POST TO PLAN ROOM	933086	$33.20	
	CHECK	07/31/2024	CHECK NUMBER 10014297			**$33.20**
DESERT ELECTRIC SUPPLY	INVOICE	07/22/2024	LIGHT DIMMER SWITCH - FS 412	S3220515.001	$32.28	
	CHECK	07/31/2024	CHECK NUMBER 10014278			**$32.28**
DESERT ELITE ELECTRIC AND CONSTRUCTION	INVOICE	06/18/2024	MAINT YARD 400AMP PANEL REPAIR	2024-167	$7,962.69	
	EFT	07/18/2024	EFT NUMBER 7781			**$7,962.69**
DESERT FIRE EXTINGUISHER CO., INC.	INVOICE	07/16/2024	EXTINGUISHER ANNUAL MAINTENANCE	12483546	$200.06	
	EFT	07/31/2024	EFT NUMBER 7888			**$200.06**
DESERT PROMOTIONAL&EMBROIDERY	INVOICE	06/16/2024	PACT CCPD FLEXFIT CAPS QTY-13	98534	$395.85	
	EFT	07/18/2024	EFT NUMBER 7782			**$395.85**

DESERT WATER AGENCY	INVOICE	06/19/2024	5.20.24-6.19.24 WATER SERVICE	2024-06-B	$656.27	
	CHECK	07/02/2024	CHECK NUMBER 10014176			**$656.27**
	INVOICE	05/14/2024	05.14.24 DH PARK ESTABLISH WATER SERVICE	2024-05-B	$251.83	
	CHECK	07/18/2024	CHECK NUMBER 10014225			**$251.83**
	INVOICE	06/13/2024	5.15.24-6.13.24 WATER SERVICE	2024-05-C	$347.82	
	CHECK	07/18/2024	CHECK NUMBER 10014226			**$347.82**
	INVOICE	07/15/2024	6.13.24-7.15.24 WATER SERVICE	2024-06-C	$7,678.92	
	CHECK	07/31/2024	CHECK NUMBER 10014279			**$7,678.92**
	INVOICE	07/15/2024	6.14.24-7.16.24 WATER SERVICE	2024-06-D	$749.06	
	CHECK	07/31/2024	CHECK NUMBER 10014280			**$749.06**
DESERT WINDOW TREATMENTS	INVOICE	07/16/2024	VERTICAL ROD ASSESSMENT - PD	216	$100.00	
	CHECK	07/31/2024	CHECK NUMBER 10014281			**$100.00**
DISRUPTER MEDIA CONSULTANTS, LLC.	INVOICE	06/10/2024	CONSULTING SERVICES-TRAVEL	1013	$5,750.00	
	EFT	07/02/2024	EFT NUMBER 7692			**$5,750.00**
DIVISION OF THE STATE ARCHITECT	INVOICE	06/30/2024	FY2024-4TH QTR CASP FEES	FY2024 4TH QTR	$294.69	
	CHECK	07/18/2024	CHECK NUMBER 10014227			**$294.69**
DJ ARON PRODUCTIONS, INC.	INVOICE	07/12/2024	50% DEPOSIT & AIRFARE-LGBT DAYS 03/09/2025	20240712	$4,750.00	
	EFT	07/18/2024	EFT NUMBER 7783			**$4,750.00**
DO THE RIGHT THING - GREATER PALM SPRINGS	INVOICE	07/01/2024	FY25 COMMUNITY ASSISTANCE GRANT AWARD	20240701	$2,500.00	
	EFT	07/18/2024	EFT NUMBER 7784			**$2,500.00**
	INVOICE	07/01/2024	FY25 COMMUNITY ASSISTANCE GRANT AWARD (REISSUE)	20240701-A	$2,500.00	
	CHECK	07/31/2024	CHECK NUMBER 10014282			**$2,500.00**
DOOLEY ENTERPRISES INC.	INVOICE	06/05/2024	AMMO-12GA. QTY1, 12GA PLLT QTY1, 5.56MM QTY5.5, 9M	68065	$4,999.18	
	EFT	07/02/2024	EFT NUMBER 7693			**$4,999.18**
EAN SERVICES-ENTERPRISE CAR	INVOICE	06/30/2024	MAY 2024 VEHICLE RENTAL	36352981	$1,661.22	
	EFT	07/18/2024	EFT NUMBER 7785			**$1,661.22**
EARL E. DYSERT	INVOICE	07/01/2024	JULY24 WATER TREATMENT	119	$700.00	
	EFT	07/18/2024	EFT NUMBER 7748			**$700.00**
EISENHOWER MEDICAL CENTER	INVOICE	07/11/2024	JUN24 PROF SVCS-MEDICAL EXAM 2406C-1240	20240711	$1,200.00	
	CHECK	07/31/2024	CHECK NUMBER 10014283			**$1,200.00**
EMILY M. NEMMERS	INVOICE	07/10/2024	50% DEPOSIT-HOT AIR BALLOON PERFORMANCE	20240710	$5,500.00	
	EFT	07/18/2024	EFT NUMBER 7859			**$5,500.00**
EMPLOYMENT DEVELOPMENT DEPT	INVOICE	07/03/2024	PAYROLL RUN 1 - WARRANT 240702	44277	$57,001.46	
	WIRE	07/03/2024	WIRE NUMBER 9006912			**$57,001.46**
	INVOICE	07/17/2024	PAYROLL RUN 1 - WARRANT 240716	44769	$44,354.17	
	WIRE	07/17/2024	WIRE NUMBER 9006927			**$44,354.17**
	INVOICE	07/31/2024	PAYROLL RUN 1 - WARRANT 240730	44963	$54,689.46	
	WIRE	07/31/2024	WIRE NUMBER 9006940			**$54,689.46**
ENTERPRISE FM TRUST	INVOICE	07/03/2024	ENTERPRISE LEASE AGRM 7/2024-(8) UNITS	FMR0201669	$8,017.44	
	EFT	07/18/2024	EFT NUMBER 7786			**$8,017.44**
ESRI	INVOICE	04/18/2024	7.14.24-7.13.25 ENT SOFTWARE/MAINT	94707962	$56,200.00	
	INVOICE	05/26/2024	FY24/25 ARCGIS STREETMAP/GEOCODING/URBAN	94708004	$7,273.70	
	EFT	07/02/2024	EFT NUMBER 7694			**$63,473.70**
EWING IRRIGATION PRODUCTS	INVOICE	06/13/2024	IRRIG SUPPLIES - E PALM CANYON	22585345	$202.33	
	INVOICE	06/24/2024	IRRIG SUPPLY-CENT PARK LLD16A	22682044	$167.90	
	INVOICE	06/24/2024	IRRIG SUPPLY-CENT PARK LLD16A	22685396	$171.51	
	INVOICE	06/24/2024	IRRIG SUPPLY-CENT PARK LLD16A	22688903	$211.50	
	EFT	07/18/2024	EFT NUMBER 7787			**$753.24**
	INVOICE	07/01/2024	IRRIG SUPPLIES - FESTIVAL LAWN	22758779	$82.27	
	INVOICE	07/02/2024	IRRIG SUPPLIES-TAPESTRY LLD5	22768267	$38.31	
	INVOICE	07/03/2024	IRRIG SUPPLY - CENTURY PARK LLD 16A	22785609	$328.75	
	INVOICE	07/08/2024	IRRIG SUPPLY - CENTURY PARK LLD 16A	22794198	$41.88	
	INVOICE	07/08/2024	IRRIG SUPPLY - CENTURY PARK LLD 16A	22796525	$48.18	
	INVOICE	07/08/2024	IRRIG SUPPLY - CENTURY PARK LLD 16A	22794123	$209.37	
	INVOICE	07/10/2024	IRRIG SUPPLIES - PW	22827505	$29.35	
	INVOICE	07/12/2024	IRRIG SUPPLIES - FESTIVAL LAWN	22847627	$209.31	
	INVOICE	07/22/2024	IRRIG SUPP-TAMARISK-RIO VISTA	22931703	$353.75	
	INVOICE	07/22/2024	IRRIG SUPPLY-CENT PARK LLD16A	22926536	$120.89	
	EFT	07/31/2024	EFT NUMBER 7889			**$1,462.06**
FALCON ENGINEERING SERVICES, INC.	INVOICE	06/07/2024	5.24 ATP 5 CAT CYN SIDEWK/TRAIL & DATE PALM EXPAND	ATP 5 03	$35,876.48	
	INVOICE	07/01/2024	6.24 ATP 5 CAT CYN SIDEWK/TRAIL & DATE PALM EXPAND	ATP 5 04	$36,339.48	
	EFT	07/18/2024	EFT NUMBER 7788			**$72,215.96**
FAXBACK, INC.	INVOICE	05/01/2024	7.1.24-6.30.25 ANNUAL SUPPORT RNWL	48461	$1,049.00	
	EFT	07/02/2024	EFT NUMBER 7695			**$1,049.00**
FEDERAL EXPRESS	INVOICE	06/21/2024	SHIPPING CHARGES - ED, CLERK	853709737	$39.30	
	CHECK	07/02/2024	CHECK NUMBER 10014177			**$39.30**
	INVOICE	06/28/2024	SHIPPING CHARGES - CLERK, FIRE, PD, ED	854398908	$99.63	
	CHECK	07/18/2024	CHECK NUMBER 10014228			**$99.63**
	INVOICE	07/12/2024	SHIPPING CHARGES - PD	855821265	$5.90	
	INVOICE	07/19/2024	SHIPPING CHARGES - FIRE	856475764	$7.71	
	CHECK	07/31/2024	CHECK NUMBER 10014284			**$13.61**
FERGUSON ENTERPRISES, INC	INVOICE	06/13/2024	WASHING MACHINE VALVE - FS 412	4391174	$24.40	

ENTERPRISES, INC. #1350	INVOICE	06/13/2024	COPPER FLOOR CEILING PLATE - FS 412	4392082	$3.99	
	INVOICE	06/20/2024	SHOWER HEAD FOR MENS LOCKER ROOM - PD	4414325	$18.29	
	EFT	07/18/2024	EFT NUMBER 7789			**$46.68**
	INVOICE	07/08/2024	SUPPLIES- LLD 16 CENTURY PARK	4422044	$82.29	
	INVOICE	07/15/2024	CLOSET REBUILD KIT - PD	4493029	$79.20	
	INVOICE	07/16/2024	SUPPLIES - LLD 16 CENTURY PARK	4472317	$382.00	
	EFT	07/31/2024	EFT NUMBER 7890			**$543.49**
FERNANDEZ, SERGIO	INVOICE	07/12/2024	CC WATERSMART LANDSCAPES	1	$1,000.00	
	CHECK	07/31/2024	CHECK NUMBER 10014285			**$1,000.00**
FLOCK GROUP, INC.	INVOICE	06/12/2024	CAMERA REPLACEMENT - DATE PLM/V.CHINO #02	INV-41657	$800.00	
	EFT	07/31/2024	EFT NUMBER 7891			**$800.00**
FRONTIER COMMUNICATIONS	INVOICE	06/07/2024	6.7.24-7.6.24 INTERNET	10421-5-2406	$1,249.50	
	INVOICE	06/16/2024	6.16.24-7.15.24 PHONE LINES	995-5-2406	$90.05	
	CHECK	07/02/2024	CHECK NUMBER 10014178			**$1,339.55**
	INVOICE	06/21/2024	06.21.24-07.20.24 PHN LNE-PSEC	20240621	$1,145.23	
	INVOICE	06/28/2024	06.28.24-07.27.24 PHONE LINE	20240628	$227.19	
	INVOICE	07/01/2024	07.01.24-07.31.24 INTERNET-RIVERSIDE COUNTY	20240701	$239.43	
	CHECK	07/18/2024	CHECK NUMBER 10014229			**$1,611.85**
	INVOICE	07/07/2024	7.7.24-8.6.24 INTERNET	10421-5-2407	$1,249.50	
	INVOICE	07/16/2024	7.16.24-8.15.24 PHONE LINES	995-5-2407	$90.05	
	CHECK	07/31/2024	CHECK NUMBER 10014286			**$1,339.55**
FUSE CONNECT, LLC.	INVOICE	07/01/2024	JUL 2024 PS AIRPORT ADVERTISING	793	$875.00	
	EFT	07/02/2024	EFT NUMBER 7697			**$875.00**
GALLS, LLC	INVOICE	07/03/2024	GARRISON BELT - QTY1	028409853	$30.96	
	EFT	07/18/2024	EFT NUMBER 7790			**$30.96**
	INVOICE	07/15/2024	ZIPPERED SHIRT CADET (QTY-1)	028500239	$61.93	
	INVOICE	07/15/2024	ZIPPERED SHIRT CADET (QTY-1)	028500240	$61.93	
	INVOICE	07/16/2024	RETAIL CUSTOMER SUPPLIED EMBLEM (QTY-2)	028512165	$15.20	
	INVOICE	07/17/2024	TROUSERS (2),SHIRT (1),TIE BUTTONHOLE (1)	028524169	$305.59	
	INVOICE	07/17/2024	TROUSERS (2),SHIRT (1),TIE BUTTONHOLE (1), RADIO H	028524170	$381.72	
	INVOICE	07/17/2024	RETAIL CUSTOMER SUPPLIED EMBLEM (QTY-2)	028524195	$15.20	
	EFT	07/31/2024	EFT NUMBER 7892			**$841.57**
GANNETT MEDIA CORP.	INVOICE	05/10/2024	APR ADVERTISEMENTS	6471254	$4,300.47	
	EFT	07/18/2024	EFT NUMBER 7791			**$4,300.47**
	INVOICE	07/10/2024	JUN ADVERTISEMENTS	6532687	$1,721.04	
	EFT	07/31/2024	EFT NUMBER 7893			**$1,721.04**
GARDA CL WEST, INC.	INVOICE	07/01/2024	JUL24 SERVICES	10786345	$295.03	
	EFT	07/18/2024	EFT NUMBER 7792			**$295.03**
GAS COMPANY, THE	INVOICE	06/11/2024	5.9.24-6.10.24 GAS SERVICE	MISC-2405-A	$125.07	
	CHECK	07/18/2024	CHECK NUMBER 10014230			**$125.07**
	INVOICE	07/10/2024	JUN24 GAS SERVICE	MISC-2406	$462.49	
	CHECK	07/31/2024	CHECK NUMBER 10014287			**$462.49**
GLENN S BURCHARTZ	INVOICE	06/03/2024	GRAPHIC DESIGN, LOGO REBRANDING	1	$560.00	
	EFT	07/02/2024	EFT NUMBER 7698			**$560.00**
GLOBAL PAYMENTS DIRECT, INC.	INVOICE	07/02/2024	JUN24 SVCS FEES	2024-06-A	$4,622.66	
	WIRE	07/02/2024	WIRE NUMBER 9006906			**$4,622.66**
	INVOICE	07/02/2024	JUN24 CC FEES	2024-06-B	$34.55	
	WIRE	07/02/2024	WIRE NUMBER 9006907			**$34.55**
	INVOICE	07/02/2024	JUN24 CC FEES	2024-06-C	$33.20	
	WIRE	07/02/2024	WIRE NUMBER 9006908			**$33.20**
	INVOICE	07/02/2024	JUN24 CC FEES	2024-06-D	$33.20	
	WIRE	07/02/2024	WIRE NUMBER 9006909			**$33.20**
	INVOICE	07/02/2024	JUN24 CC FEES	2024-06-E	$33.20	
	WIRE	07/02/2024	WIRE NUMBER 9006910			**$33.20**
GOGOVAPPS, INC.	INVOICE	05/01/2024	7.1.24-6.30.25 GOREQUEST/GOENFORCE/GRAFFITITRACK	24-196	$17,856.00	
	EFT	07/02/2024	EFT NUMBER 7699			**$17,856.00**
GOVERNANCE SCIENCES GROUP, INC.	INVOICE	07/01/2024	07/01/24-06/30/25 SURVEY SERVICES	TR-1001	$13,900.00	
	EFT	07/02/2024	EFT NUMBER 7696			**$13,900.00**
GOVERNMENTJOBS. COM, INC.	INVOICE	06/01/2024	7.1.24-6.30.25 NEOGOV INSIGHT/EFORMS/ONBOARD/GOVJO	INV-42046	$26,360.54	
	EFT	07/02/2024	EFT NUMBER 7700			**$26,360.54**
GRAFFITI PROTECTION COATINGS	INVOICE	07/02/2024	JUN 24 GRAFFITI REMOVAL SVC	9893-0624	$4,500.00	
	EFT	07/18/2024	EFT NUMBER 7793			**$4,500.00**
GRANICUS	INVOICE	05/29/2024	7.1.24-6.30.25 OPENCITIES & OPENFORMS	184760	$23,540.00	
	EFT	07/02/2024	EFT NUMBER 7701			**$23,540.00**
	INVOICE	07/01/2024	7.1.24-6.30.25 AGENDA-VOTING-STREAMING SW	186166	$44,571.31	
	INVOICE	07/09/2024	7.1.24-6.30.25 WEBSITE UPGRADE STEP 2 OF 3	187274	$6,000.00	
	EFT	07/18/2024	EFT NUMBER 7794			**$50,571.31**
GRANITE CONSTR CO FILE73523	INVOICE	05/31/2024	5.24 VIA DE ANZA PHASE III	8841.2	$51,765.50	
	INVOICE	06/25/2024	6.24 VIA DE ANZA PHASE III CVWD	8841.1 CVWD	$277,847.92	
	INVOICE	06/25/2024	6.24 VIA DE ANZA PHASE III	5510	$5,510.00	
	EFT	07/31/2024	EFT NUMBER 7894			**$335,123.42**
	INVOICE	07/10/2024	6.24 DATE PALM PAVEMENT RETENTION	8840.9	$243,545.34	
	CHECK	07/18/2024	CHECK NUMBER 10014231			**$243,545.34**

GREATER PALM SPRINGS CVB	INVOICE	07/01/2024	Q1 FY 24/25 TOT BILLING BAL	CI--000295	$14,322.92	
	EFT	07/18/2024	EFT NUMBER 7796			**$14,322.92**
HABITAT FOR HUMANITY OF THE COACHELLA	INVOICE	07/19/2024	FY25 COMMUNITY ASSISTANCE GRANT AWARD	6	$5,000.00	
	EFT	07/31/2024	EFT NUMBER 7896			**$5,000.00**
HARDY & HARPER CONSTRUCTION CO	INVOICE	07/01/2024	6.24 PANORAMA NBHOOD RECONSTRUCT	1	$595,012.86	
	EFT	07/31/2024	EFT NUMBER 7897			**$595,012.86**
HDL COREN & CONE	INVOICE	04/25/2024	CONTRACT SVC: PROPERTY TX APR-JUN24	SIN038051	$5,941.32	
	INVOICE	07/23/2024	CONTRACT SVCS PROP TAX: JUL-SEP24	SIN041174	$5,941.32	
	INVOICE	07/25/2024	ACFR STATISTICAL PCKG 23-24	SIN041462	$695.00	
	EFT	07/31/2024	EFT NUMBER 7898			**$12,577.64**
HENRY SCHEIN, INC.	INVOICE	05/30/2024	MEDICAL SUPPLIES (PARAMEDIC)	90872489	$821.04	
	INVOICE	06/04/2024	MEDICAL SUPPLIES (PARAMEDIC)	93351072	$1,080.36	
	INVOICE	06/10/2024	MEDICAL SUPPLIES (PARAMEDIC)	94630329	$664.84	
	EFT	07/02/2024	EFT NUMBER 7702			**$2,566.24**
	INVOICE	06/17/2024	MEDICAL SUPPLIES (PARAMEDIC)	95354923	$745.70	
	INVOICE	06/18/2024	MEDICAL SUPPLIES (PARAMEDIC)	95515558	$185.25	
	INVOICE	06/24/2024	MEDICAL SUPPLIES (PARAMEDIC)	96124976	$1,538.41	
	INVOICE	06/27/2024	EMS AIRTRAQ WIFI CAMERA	96615398	$1,008.85	
	INVOICE	07/01/2024	MEDICAL SUPPLIES (PARAMEDIC)	96919478	$240.65	
	EFT	07/18/2024	EFT NUMBER 7797			**$3,718.86**
	INVOICE	06/17/2024	MEDICAL SUPPLIES (PARAMEDIC)	95472881	$896.47	
	EFT	07/31/2024	EFT NUMBER 7899			**$896.47**
HIGH RESOLUTION GRAPHIC	INVOICE	06/24/2024	PARKER GAUNT BUS. CARDS	6414	$96.79	
	INVOICE	06/28/2024	PRINTING SVC - NEW LOGO	6415	$420.86	
	INVOICE	06/28/2024	PRINTING SVC - NEW LOGO	6416	$1,350.68	
	CHECK	07/02/2024	CHECK NUMBER 10014179			**$1,868.33**
	INVOICE	06/28/2024	NOTE PADS-RECYCLED X 50	6417	$454.58	
	CHECK	07/31/2024	CHECK NUMBER 10014288			**$454.58**
HINDERLITER, DE LLAMAS AND	INVOICE	06/05/2024	CONTRACT SVC: AUDIT/SALES TX APR-JUN24	SIN039057	$4,185.34	
	EFT	07/31/2024	EFT NUMBER 7900			**$4,185.34**
HIRED HANDS GRAPHIC DESIGN	INVOICE	06/28/2024	SIGNS/BROCHURE - TERRACINA	6743	$275.00	
	EFT	07/18/2024	EFT NUMBER 7798			**$275.00**
	INVOICE	07/12/2024	SIGNS/BRO-DATE PALM VISTA EST	6745	$200.00	
	EFT	07/31/2024	EFT NUMBER 7901			**$200.00**
HOME DEPOT CREDIT SERVICES	INVOICE	05/24/2024	SUPPLIES FOR LIBRARY DISASTER EVENT	2903305	$806.59	
	INVOICE	06/26/2024	(2) SOCKET SET PIECES - CIVCTR	9061529	$32.71	
	INVOICE	06/26/2024	MULTIMAX SYNTHETIC LUBRICANT - CIVCTR	9061494	$15.35	
	INVOICE	06/28/2024	BRASS PIPE NIPPLE FOR GRILL - FS 412	7061822	$6.30	
	EFT	07/02/2024	EFT NUMBER 7703			**$860.95**
	INVOICE	05/22/2024	SUPPLIES - PUBLIC ARTS	4010820	$247.69	
	INVOICE	06/06/2024	TRAINING PROP SUPPLIES - FD	8526-00004-50668	$105.86	
	INVOICE	06/07/2024	TRAINING PROP SUPPLIES - FD	8526-00010-38868	$898.49	
	INVOICE	06/15/2024	STATION 413 PADLOCK FOR GATE	8526-00002-31290	$67.98	
	INVOICE	06/20/2024	SUPPLIES - STREET SIGNS	5050174	$43.33	
	INVOICE	06/21/2024	SUPPLIES - CENTURY PARK LLD16A	4171517	$42.54	
	INVOICE	06/25/2024	TRAINING PROP SUPPLIES - FD	H8526-436398	$2,580.84	
	INVOICE	06/27/2024	SUPPLIES - STREET SIGNS	8050941	$179.46	
	INVOICE	06/28/2024	SUPPLIES - LANDSCAPING PW	7022740	$133.50	
	INVOICE	06/28/2024	SUPPLIES - PARKS	7022739	$52.31	
	INVOICE	07/02/2024	SUPPLIES - PARKS	3172291	$155.15	
	INVOICE	07/03/2024	TOOLS FOR FURNITURE BUILD - FS 410	2513059	$41.44	
	CREDIT MEMO	07/05/2024	TOOLS FOR FURNITURE BUILD RETURN - FS 410	0130494	($24.93)	
	INVOICE	07/08/2024	(2) EXTENSION CORDS - IT	7513270	$45.40	
	INVOICE	07/09/2024	POWER WASHER TRAILER - CIVCTR	6052655	$32.74	
	EFT	07/18/2024	EFT NUMBER 7799			**$4,601.80**
	INVOICE	06/12/2024	(2) 15FT EXTENSION CORDS - IT	3512114	$120.11	
	INVOICE	06/12/2024	(6) HDMI CABLES - IT	3064928	$75.25	
	INVOICE	06/12/2024	SUPPLIES-800LB STEEL HAND TRUCK/CART	3512122	$173.71	
	INVOICE	06/25/2024	SUPPLIES - PW	43665	$256.45	
	INVOICE	06/26/2024	23 PC DRILL BIT SET - IT	9061528	$85.80	
	INVOICE	07/17/2024	SUPPLIES - PD RANGE	8020222	$25.08	
	INVOICE	07/18/2024	SUPPLIES - PW	7012240	$134.52	
	INVOICE	07/18/2024	DEGREASER & PVC BOOTS - CIVCTR	7020468	$89.49	
	INVOICE	07/18/2024	SUPPLIES - PD RANGE	7622466	$28.30	
	EFT	07/31/2024	EFT NUMBER 7902			**$988.71**
HR GREEN PACIFIC, INC.	INVOICE	01/26/2024	1.24 DESIGN DATE PALM DR PAVEMENT	171629	$718.80	
	EFT	07/02/2024	EFT NUMBER 7704			**$718.80**
	INVOICE	07/18/2024	1.24 PROF SVCS	172322R	$6,037.25	
	EFT	07/31/2024	EFT NUMBER 7903			**$6,037.25**
ICC CODIFICATION, INC	INVOICE	06/26/2024	MUNICODE UPDATE-SUPPLEMENTAL	PG000036872	$817.00	

INC.	EFT	07/02/2024	EFT NUMBER 7726			**$817.00**
ICMA RETIREMENT TRUST - 457	INVOICE	07/08/2024	PAYROLL RUN 1 - WARRANT 240702	44278	$75,407.81	
	WIRE	07/08/2024	WIRE NUMBER 9006916			**$75,407.81**
	INVOICE	07/18/2024	PAYROLL RUN 1 - WARRANT 240716	44770	$71,751.07	
	WIRE	07/18/2024	WIRE NUMBER 9006928			**$71,751.07**
INLAND FAIR HOUSING AND	INVOICE	05/31/2024	MAY CDBG 23-24	15571	$2,200.27	
	EFT	07/18/2024	EFT NUMBER 7800			**$2,200.27**
	INVOICE	06/30/2024	6.24 CDBG 23-24	15602	$1,935.46	
	EFT	07/31/2024	EFT NUMBER 7904			**$1,935.46**
INLAND FLEET SOLUTIONS, INC	INVOICE	06/21/2024	TRUCK MAINTENANCE - UNIT 20-01 E411	7651	$13,667.77	
	INVOICE	06/21/2024	TRUCK MAINTENANCE - UNIT 14-01 T412	7650	$1,847.08	
	EFT	07/02/2024	EFT NUMBER 7705			**$15,514.85**
	INVOICE	06/28/2024	TRUCK MAINTENANCE - WT1 WATER TENDER	7681	$8,863.05	
	INVOICE	06/28/2024	TRUCK MAINTENANCE - 13-01 E413	7682	$3,134.35	
	EFT	07/18/2024	EFT NUMBER 7801			**$11,997.40**
	INVOICE	07/10/2024	TRUCK MAINTENANCE - UNIT 13-01 E413	7728	$2,239.32	
	INVOICE	07/19/2024	TRUCK MAINTENANCE - UNIT 09-01 E413R	7776	$7,600.62	
	EFT	07/31/2024	EFT NUMBER 7905			**$9,839.94**
INTERNATIONAL BOARD OF CREDENTIALING &	INVOICE	07/01/2024	AUTISM TRAINING/CERTIFICATION	301508	$11,287.00	
	EFT	07/02/2024	EFT NUMBER 7706			**$11,287.00**
INT'L CITY/COUNTY MGMT ASSN	INVOICE	07/01/2024	FY 24-25 MEMBERSHIP RENEWAL-402318	20240701-402318	$1,200.00	
	CHECK	07/02/2024	CHECK NUMBER 10014180			**$1,200.00**
	INVOICE	07/01/2024	FY 24-25 MEMBERSHIP RENEWAL-408030	20240701-408030	$1,200.00	
	CHECK	07/02/2024	CHECK NUMBER 10014181			**$1,200.00**
JERNIGANS SPORTING GOODS, INC.	INVOICE	06/30/2024	SAFETY BOOTS - G GUTIERREZ	19195	$266.43	
	INVOICE	07/06/2024	SAFETY BOOTS - I. SAHAGUN	19116	$222.93	
	CHECK	07/18/2024	CHECK NUMBER 10014232			**$489.36**
JJJ ENTERPRISES	INVOICE	07/01/2024	QTR ALARM INSP - PRKG GARAGE	113516	$120.00	
	EFT	07/18/2024	EFT NUMBER 7802			**$120.00**
JORDAN FREEMAN	INVOICE	04/10/2024	MTRCYCLE MAINT/REP VIN 45235 C87-24	MWG2354	$325.48	
	INVOICE	04/15/2024	MTRCYCLE MAINT/REP VIN 45801 C89-24	MWG2355	$325.48	
	EFT	07/18/2024	EFT NUMBER 7817			**$650.96**
JOSE ARMANDO JR RIVERA GONZALEZ	INVOICE	07/10/2024	FLEET MAINT-CAR WASH-POOL CAR (3)	82	$48.00	
	EFT	07/18/2024	EFT NUMBER 7803			**$48.00**
	INVOICE	07/10/2024	FLEET MAINT-CAR WASH (12)	81	$200.00	
	INVOICE	07/10/2024	CAR WASH (2)	83	$32.00	
	INVOICE	07/12/2024	FLEET MAINT-CAR WASH (8)	84	$128.00	
	INVOICE	07/24/2024	FLEET MAINT-RV C90-99	85	$200.00	
	EFT	07/31/2024	EFT NUMBER 7906			**$560.00**
JULIUS IBANEZ MD A MEDICAL CORPORATION	INVOICE	07/04/2024	MEDICAL DIRECTOR CONTRACT JUL24	1014	$1,250.00	
	EFT	07/31/2024	EFT NUMBER 7907			**$1,250.00**
KC'S LAWNMOWER SHOP, LLC	INVOICE	06/18/2024	LAWNMOWER GAS CAP - FD	06182024BRODIE	$15.28	
	CHECK	07/18/2024	CHECK NUMBER 10014233			**$15.28**
KEITH A. CHRISTIANSEN	INVOICE	05/30/2024	5.24 LAND DEV PROF SVCS	2024.05.30	$7,087.50	
	INVOICE	06/30/2024	6.24 LAND DEV PROF SVCS	2024.06.30	$7,425.00	
	EFT	07/02/2024	EFT NUMBER 7708			**$14,512.50**
K-LOG, INC	INVOICE	06/17/2024	LATERAL FILE & DESKS - FD 410	24-328939-1	$7,134.69	
	EFT	07/02/2024	EFT NUMBER 7707			**$7,134.69**
KONE, INC.	INVOICE	07/01/2024	JULY24 ELEVATOR MAINTENANCE - PKG GRG, CIVCTR	871405600	$1,589.72	
	EFT	07/02/2024	EFT NUMBER 7709			**$1,589.72**
KONICA MINOLTA BUS.SOLUTIONS	INVOICE	05/24/2024	DETECTIVE PRINTER - BIZHUB C250I QTY-1	37414	$6,146.12	
	EFT	07/02/2024	EFT NUMBER 7710			**$6,146.12**
	INVOICE	06/28/2024	5.19.24-6.18.24 PD ADMIN CPC	9009996652	$456.59	
	EFT	07/18/2024	EFT NUMBER 7804			**$456.59**
	INVOICE	06/28/2024	5.30.24-6.28.24 C250I AA2J013O11925	294437019	$58.90	
	INVOICE	06/28/2024	6.1.24-6.4.24 CPC C224E EAST PACT	9009996670	$16.72	
	INVOICE	06/30/2024	6.12.24-6.30.24 C250I AA2J013015985	294653858	$23.32	
	INVOICE	07/08/2024	6.9.24-7.8.24 MULTI DEPARTMENT CPCS	9010017687	$1,974.42	
	INVOICE	07/10/2024	6.11.24-7.10.24 MAIL ROOM A61E011012174	9010020001	$6.80	
	INVOICE	07/18/2024	6.19.24-7.18.24 FIRE ADMIN CPC	9010028703	$215.55	
	EFT	07/31/2024	EFT NUMBER 7908			**$2,295.71**
LANDMARK CONSULTANTS, INC	INVOICE	06/27/2024	6.24 VIA DE ANZA III	LP0724-28	$360.00	
	EFT	07/02/2024	EFT NUMBER 7711			**$360.00**
	INVOICE	06/13/2024	5.24 PROF SVCS	LP0624-66	$480.00	
	INVOICE	07/09/2024	6.19.24 CIP#08662 TRAFFIC INTERSECTION	LP0724-42	$1,260.00	
	INVOICE	07/11/2024	6.24 PROF SVCS	LP0724-48A	$895.00	
	EFT	07/18/2024	EFT NUMBER 7805			**$2,635.00**
	INVOICE	05/23/2024	5.24 VIA DE ANZA III	LP0524-48	$1,110.00	
	INVOICE	07/09/2024	6.24 DREAM HOMES	LP0724-41	$1,080.00	
	INVOICE	07/11/2024	6.24 PROF SVCS	LP0724-49A	$1,320.00	
	EFT	07/31/2024	EFT NUMBER 7909			**$3,510.00**

LAW OFFICE OF JIM HUSEN, APLC	INVOICE	06/27/2024	06/27/24 PSYCH EVALUATION (1) PRE-EMPLOYMENT	00912-1	$500.00	
	EFT	07/02/2024	EFT NUMBER 7712			**$500.00**
LCR EARTHWORK & ENGINEERING, CORP.	INVOICE	07/01/2024	6.24 COVE CRACK REPAIR	8675.2	$77,048.80	
	CHECK	07/31/2024	CHECK NUMBER 10014290			**$77,048.80**
LEADERSHIP COACHELLA VALLEY	INVOICE	07/24/2024	FY25 TUITION-ANNE AMBROSE	540	$1,400.00	
	CHECK	07/31/2024	CHECK NUMBER 10014291			**$1,400.00**
LEADSONLINE PARENT, LLC	INVOICE	05/15/2024	CELLHAWK INVESTIGATOR RNWL-07.01.24-06.30.25	411648	$3,085.00	
	EFT	07/18/2024	EFT NUMBER 7806			**$3,085.00**
LEANOS, RAUL	INVOICE	06/20/2024	CC WATERSMART LANDSCAPES	1	$1,000.00	
	CHECK	07/18/2024	CHECK NUMBER 10014234			**$1,000.00**
LEW EDWARDS GROUP, THE	INVOICE	06/30/2024	JUNE 2024 SVCS-DRD ELECTION	24-05	$6,500.00	
	CHECK	07/18/2024	CHECK NUMBER 10014235			**$6,500.00**
LIEBERT CASSIDY WHITMORE	INVOICE	05/31/2024	CA180-00070 PRE-LITIGATION (ERMA)	269509	$654.00	
	INVOICE	07/01/2024	FY24/25 COACHELLA VALLEY ERC	268143	$6,370.00	
	EFT	07/02/2024	EFT NUMBER 7713			**$7,024.00**
	INVOICE	05/31/2024	CA180-00073 PRE-LITIGATION (ERMA)	269521	$34.50	
	INVOICE	05/31/2024	CA 180-00072 PD INVESTIGATION	269516	$1,541.40	
	EFT	07/18/2024	EFT NUMBER 7807			**$1,575.90**
	INVOICE	06/30/2024	CA 180-00075 PD INVESTIGATION	271942	$937.00	
	INVOICE	06/30/2024	CA 180-00071 PD INVESTIGATION	271929	$106.50	
	INVOICE	06/30/2024	PD LEGAL - CA180-00072 CDV - 06.2024	271930	$12,836.15	
	INVOICE	07/24/2024	CA 180-00001 GENERAL	270911	$962.00	
	EFT	07/31/2024	EFT NUMBER 7910			**$14,841.65**
LINCOLN NATIONAL LIFE INS. CO.	INVOICE	06/21/2024	JULY CY24 PREMIUMS	4717000118	$24,178.51	
	EFT	07/18/2024	EFT NUMBER 7808			**$24,178.51**
	INVOICE	04/01/2024	APR-JUN 2024 EMPLOYEE ASSISTANCE PROGRAM	20240401	$831.60	
	INVOICE	07/01/2024	JUL-SEP 2024 EMPLOYEE ASSISTANCE PROGRAM	20240701	$831.60	
	EFT	07/31/2024	EFT NUMBER 7911			**$1,663.20**
LINDE GAS & EQUIPMENT, INC.	INVOICE	06/20/2024	OXYGEN SUPPLIES - PARAMEDIC	43523139	$411.35	
	INVOICE	06/21/2024	CYLINDER RENT - PARAMEDIC	43599608	$662.62	
	EFT	07/02/2024	EFT NUMBER 7714			**$1,073.97**
	INVOICE	06/28/2024	OXYGEN SUPPLIES - PARAMEDIC	43736552	$288.03	
	EFT	07/18/2024	EFT NUMBER 7809			**$288.03**
	INVOICE	07/22/2024	CYLINDER RENT - PARAMEDIC	44131735	$639.19	
	EFT	07/31/2024	EFT NUMBER 7912			**$639.19**
LN CURTIS & SONS	INVOICE	06/21/2024	EQUIPMENT - NEW FIRE HOSE - FD	PINV909634	$9,902.65	
	EFT	07/02/2024	EFT NUMBER 7715			**$9,902.65**
	INVOICE	06/27/2024	PROTECTIVE TOOL CASE	INV839259	$192.74	
	EFT	07/18/2024	EFT NUMBER 7810			**$192.74**
	INVOICE	07/16/2024	SUPPLIES - BARRICADE TAPE + FOAM CONCENTRATE	INV845223	$1,740.60	
	INVOICE	07/22/2024	SUPPLIES - WIDE HOSE RETAINING RUBBER BAND	INV847235	$158.15	
	INVOICE	07/23/2024	SUPPLIES - ROPE BAG	INV847592	$213.39	
	EFT	07/31/2024	EFT NUMBER 7913			**$2,112.14**
LOWES HOME IMPROVEMENT	INVOICE	06/05/2024	REFRIGERATOR FOR STATION 412	85932	$1,047.51	
	INVOICE	06/13/2024	REFRIGERATOR FOR STATION 413	77109	$1,083.75	
	INVOICE	06/25/2024	NATURAL GAS GRILL STATION 413	100902177243 688206	$1,521.41	
	INVOICE	07/02/2024	NEW CABINETS FOR LAUNDRY ROOM - FS 412	83554	$154.64	
	CHECK	07/18/2024	CHECK NUMBER 10014236			**$3,807.31**
	INVOICE	07/12/2024	SUPPLIES - OCOTILLO PARK	77356	$77.78	
	INVOICE	07/16/2024	SUPPLIES - PARKS	86717	$142.06	
	CHECK	07/31/2024	CHECK NUMBER 10014292			**$219.84**
LVC MASTER ASSOCIATION	INVOICE	07/01/2024	AUG24 LLD9 LA PASADA LANDSCAPE MAINT	FY25-02001	$770.00	
	CHECK	07/31/2024	CHECK NUMBER 10014293			**$770.00**
MACIAS NURSERY, INC.	INVOICE	06/11/2024	PLANTS FOR PD PARKING LOT - PD	96671	$315.16	
	EFT	07/18/2024	EFT NUMBER 7811			**$315.16**
	INVOICE	07/15/2024	SUPPLIES - RAMON MEDIAN	95117	$714.00	
	EFT	07/31/2024	EFT NUMBER 7914			**$714.00**
MALLORY SAFETY AND SUPPLY	INVOICE	05/10/2024	2024 ANNUAL MAKO COMPRESSOR SERVICE	5894240	$1,450.22	
	EFT	07/02/2024	EFT NUMBER 7716			**$1,450.22**
MARTIN MAGANA	INVOICE	06/27/2024	APR24 LAND USE ENTITLEMENT SVCS	2024-004	$1,260.00	
	INVOICE	06/27/2024	MAY24 LAND USE ENTITLEMENT SVCS	2024-005	$1,417.50	
	INVOICE	06/27/2024	APR24 LAND USE ENTITLEMENT SVCS	2024-004-A	$665.00	
	INVOICE	06/27/2024	MAY24 LAND USE ENTITLEMENT SVCS	2024-005-A	$997.50	
	INVOICE	06/28/2024	JUN24 LAND USE ENTITLEMENT SVCS	2024-006-A	$1,207.50	
	EFT	07/18/2024	EFT NUMBER 7812			**$5,547.50**
	INVOICE	07/01/2024	JUN24 LAND USE ENTITLEMENT SVCS	2024-006	$2,362.50	
	EFT	07/31/2024	EFT NUMBER 7915			**$2,362.50**
METLIFE	INVOICE	06/14/2024	JULY CY24 PREMIUMS	81862271	$29,076.21	
	EFT	07/18/2024	EFT NUMBER 7813			**$29,076.21**
MICHAEL SCARCELLA	INVOICE	06/19/2024	FESTIVAL LAWN APPRAISAL SERVICES	384	$4,000.00	
	EFT	07/02/2024	EFT NUMBER 7717			**$4,000.00**
MICHELLE L. COLEY	INVOICE	07/05/2024	PRE-EMPLOYMENT POLYGRAPHS-R. OSVALDO GARCIA	193	$250.00	

	EFT	07/18/2024	EFT NUMBER 7824			**$250.00**
	INVOICE	07/29/2024	PRE-EMPLOYMENT POLYGRAPHS-RAVESH/ESSE/YEE	201	$750.00	
	EFT	07/31/2024	EFT NUMBER 7927			**$750.00**
MIRACLE PLAYGROUND SALES	INVOICE	06/28/2024	EPC BBALL COURT - 6' BENCH	232003	$1,354.83	
	EFT	07/18/2024	EFT NUMBER 7814			**$1,354.83**
MISSION LINEN SUPPLY	INVOICE	07/02/2024	LINEN SUPPLIES FOR JAIL	521898723	$66.48	
	EFT	07/18/2024	EFT NUMBER 7815			**$66.48**
	INVOICE	07/16/2024	LINEN SUPPLIES FOR JAIL	521984506	$66.48	
	EFT	07/31/2024	EFT NUMBER 7916			**$66.48**
MN8 ENERGY OPERATING COMPANY LLC	INVOICE	07/08/2024	4.1.24-6.30.24 ELECTRIC PWR SVC	CA-14-033-202406-01	$37,202.30	
	EFT	07/18/2024	EFT NUMBER 7763			**$37,202.30**
MNS ENGINEERS, INC.	INVOICE	07/08/2024	JUN24 PROFESSIONAL SERVICES	86826	$1,920.00	
	EFT	07/18/2024	EFT NUMBER 7816			**$1,920.00**
MOHICA TOWING, INC.	INVOICE	02/26/2024	TOW SVC - VIN 05215 BUILD-04	89121	$95.00	
	INVOICE	06/27/2024	VEHICLE RETURN-PD REQUEST VIN 34339	90541	$245.00	
	CHECK	07/02/2024	CHECK NUMBER 10014182			**$340.00**
	INVOICE	07/03/2024	TOW PIERCE TRUCK 09-01 E413R	91007	$1,250.00	
	CHECK	07/18/2024	CHECK NUMBER 10014237			**$1,250.00**
	INVOICE	07/11/2024	LOCKOUT - VIN 18424 - C41-21	91324	$95.00	
	INVOICE	07/19/2024	TOW SVC - VIN 66732 C35-20	90580	$95.00	
	CHECK	07/31/2024	CHECK NUMBER 10014294			**$190.00**
MONTAGE AGENCY LLC	INVOICE	06/12/2024	07/09/24 ETHYLINA CANNE DAY EVENT-SPONSORSHIP	1114	$1,000.00	
	CHECK	07/02/2024	CHECK NUMBER 10014183			**$1,000.00**
MSA CONSULTING	INVOICE	04/30/2024	4.24 DATE PALM-I-10 TO VARNER	2189.003-08	$5,000.00	
	INVOICE	05/31/2024	5.24 DATE PALM-I-10 TO VARNER	2089.003-09	$23,100.00	
	CHECK	07/18/2024	CHECK NUMBER 10014238			**$28,100.00**
	INVOICE	06/30/2024	6.24 DATE PALM-I-10 TO VARNER	2189003-10	$9,600.00	
	CHECK	07/31/2024	CHECK NUMBER 10014295			**$9,600.00**
MULTI-AGENCY SUPPORT SERVICES	INVOICE	07/25/2024	POST TUITION BASIC PILOTS COURSE - A FELIX, MEGARD	20240725	$2,398.00	
	CHECK	07/31/2024	CHECK NUMBER 10014296			**$2,398.00**
MUNICIPAL INFORMATION TECHNOLOGY ASSOCIATION	INVOICE	06/11/2024	2024-2025 SOUTHERN CH MEMBER DUES (QTY 3)	200006623	$390.00	
	INVOICE	06/11/2024	2024-2025 SOUTHERN CH MEMBER DUES	300005369	$130.00	
	EFT	07/02/2024	EFT NUMBER 7718			**$520.00**
MVR CONSULTING	INVOICE	06/30/2024	6.24 DREAM HOMES CONSULTING	63020241	$740.00	
	EFT	07/31/2024	EFT NUMBER 7917			**$740.00**
NAI CONSULTING, INC.	INVOICE	05/10/2024	4.24 VIA DE ANZA PHASE II&III	2023-04.02-11	$278.00	
	INVOICE	05/10/2024	4.24 PROF SVCS	2023-04.01-11	$8,006.50	
	INVOICE	06/12/2024	5.24 OFELIA BRINGAS BRIDGE	2023-03.02-07	$330.00	
	EFT	07/02/2024	EFT NUMBER 7719			**$8,614.50**
	INVOICE	04/12/2024	3.24 HSIP11-PED. 30TH & SAN ELJAY	2023-03.10-02	$68.50	
	INVOICE	05/10/2024	4.24 HSIP CYCLE 10-RAMON RD PED	2023-03.06-08	$275.00	
	INVOICE	06/12/2024	5.24 HSIP CYCLE 10-RAMON RD PED	2023-03.06-09	$1,019.50	
	INVOICE	07/10/2024	3.24-6.24 PROF SVCS	2023-02.12.01	$4,548.50	
	INVOICE	07/10/2024	STORM HILARY - ENGR CONSULTING MAR-JUN 2024	2023-03.11-08	$16,115.00	
	EFT	07/18/2024	EFT NUMBER 7818			**$22,026.50**
	INVOICE	02/08/2024	1.24 PROF SVCS	2023-04.01-08 BAL	$4,092.52	
	INVOICE	07/10/2024	6.24 HSIP9-DATE PALM/VARNER RD	2023-03.05-13	$1,174.50	
	INVOICE	07/10/2024	6.24 HSIP9-TRAFFIC SIGNALS MOD	2023-03.04-11	$124.50	
	INVOICE	07/10/2024	6.24 HSIP11-49 SIGNAL UPGRADES	202-03.09-06	$1,322.00	
	INVOICE	07/10/2024	6.24 ATP5-DOWNTOWN CONNECTORS	2023-03.03-10	$196.00	
	INVOICE	07/10/2024	6.24 PROF SVCS	2023-04.01-13	$5,872.00	
	EFT	07/31/2024	EFT NUMBER 7918			**$12,781.52**
NATASHA MUNGUIA CRAWFORD	INVOICE	06/17/2024	ANNUAL ARCCOPS MEMBERSHIP DUES 2024 - CRUM	2024-04	$200.00	
	INVOICE	07/22/2024	POST TUITION EXECUTIVE WORKSHOP CRUM 10/2 - 10/4/2	20240722	$350.00	
	CHECK	07/31/2024	CHECK NUMBER 10014262			**$550.00**
NEARMAP US, INC.	INVOICE	07/15/2024	7.15.24-7.14.25 GIS VISUAL IMAGERY SW	INV01442772	$7,000.00	
	EFT	07/31/2024	EFT NUMBER 7920			**$7,000.00**
NEXTREQUEST, LLC	INVOICE	07/01/2024	FOIA WORKFLOW PLATFORM SUBSCRIPTION	301302	$11,327.40	
	EFT	07/02/2024	EFT NUMBER 7720			**$11,327.40**
OCEAN SPRINGS TECH, INC.	INVOICE	06/19/2024	FOUNTAIN - PUMP MOTOR REPLACEMENT	OC-48714	$9,250.00	
	EFT	07/02/2024	EFT NUMBER 7721			**$9,250.00**
	INVOICE	06/28/2024	FOUNTAIN - TROUBLESHOOT AND INSTALLATION	OC-48853	$1,605.00	
	INVOICE	07/11/2024	FOUNTAIN - CIRCULATION PUMP REPAIR	OC-48951	$3,227.91	
	EFT	07/18/2024	EFT NUMBER 7820			**$4,832.91**
ONSOLVE INTERMEDIATE HOLDING COMPANY	INVOICE	07/01/2024	7.1.24-6.30.25 CODERED ELITE UNLMT	15316164	$24,021.10	
	EFT	07/31/2024	EFT NUMBER 7921			**$24,021.10**

O'REILLY AUTO ENTERPRISES, LLC	INVOICE	06/19/2024	VEHICLE SUPPLIES - ACP REFRIGERANT W/ GAUGE	3018-316652	$219.19	
	CHECK	07/18/2024	CHECK NUMBER 10014239			**$219.19**
PALM SPRINGS AUTO GLASS & TINT	INVOICE	07/10/2024	ACCOUTREMENTS - C03-24	75136	$325.00	
	CHECK	07/18/2024	CHECK NUMBER 10014240			**$325.00**
PALM SPRINGS INTERNATIONAL FILM SOCIETY	INVOICE	07/08/2024	CATHEDRAL CITY-TOWN SQUARE BANNERS	54909	$281.75	
	EFT	07/31/2024	EFT NUMBER 7922			**$281.75**
PALM SPRINGS MIRROR & GLASS	INVOICE	04/19/2024	DOOR CLOSER - PD	47441	$611.00	
	EFT	07/02/2024	EFT NUMBER 7722			**$611.00**
PALM SPRINGS MOTORS, INC.	INVOICE	05/29/2024	OIL/FILTER, RADIO REPAIR - C40-20	881336	$994.98	
	INVOICE	06/24/2024	OIL/FILTER, AIR FILTER SVC - C33-20	883206	$212.80	
	EFT	07/31/2024	EFT NUMBER 7923			**$1,207.78**
PALM SPRINGS UNIFIED SCHOOL DISTRICT	INVOICE	04/03/2024	4/6/24 PSUSD HELICOPTER TRAINING CUSTODIAL SERVICE	546	$214.00	
	CHECK	07/02/2024	CHECK NUMBER 10014184			**$214.00**
PARKHOUSE TIRE INC.	INVOICE	06/25/2024	VEHICLE MAINT/REPAIRS - C57-20	2030238238	$971.99	
	INVOICE	06/26/2024	VEHICLE TIRES/VALVE STEMS - C56-18	2030238181	$971.99	
	CHECK	07/02/2024	CHECK NUMBER 10014185			**$1,943.98**
	INVOICE	06/18/2024	TIRES - FIRE TRUCK 13-01 E413	2030237863	$4,760.84	
	INVOICE	06/28/2024	VEHICLE MAINT-TIRES UNIT M02	2030238394	$888.64	
	INVOICE	07/11/2024	SPARE TIRES (QTY-5) - PD01	2030238848	$1,419.07	
	CHECK	07/18/2024	CHECK NUMBER 10014241			**$7,068.55**
PETROCHEM MATERIALS INNOVATION, LLC	INVOICE	06/10/2024	RETENTION REAS PROJECTS	3220-55RET	$40,635.67	
	CHECK	07/18/2024	CHECK NUMBER 10014242			**$40,635.67**
PETTY CASH - KEVIN BIERSACK	INVOICE	06/30/2024	PETTY CASH REPLENISHMENT	20240630	$92.00	
	CHECK	07/02/2024	CHECK NUMBER 10014186			**$92.00**
PILLSBURY WINTHROP SHAW PITTMAN LLP	INVOICE	05/28/2024	EE BENEFIT REV-PROF SVCS (APR)	8597006	$5,032.50	
	INVOICE	06/27/2024	EE BENEFIT REV-PROF SVCS (MAY)	8602549	$1,072.50	
	EFT	07/18/2024	EFT NUMBER 7821			**$6,105.00**
PITNEY BOWES RESERVE ACCOUNT	INVOICE	07/18/2024	PB MAIL MACHINE RESERVE FCC: 44147676	071824	$5,000.00	
	EFT	07/18/2024	EFT NUMBER 7822			**$5,000.00**
PITNEY BOWES, INC.	INVOICE	07/16/2024	E-Z SEAL 64OZ BOTTLES	1025719292	$180.50	
	EFT	07/31/2024	EFT NUMBER 7924			**$180.50**
POWERS AWARDS	INVOICE	06/19/2024	NAME BADGE - SANDOVAL	158683	$11.96	
	INVOICE	07/03/2024	NAME BADGE - ALVAREZ	158722	$11.96	
	INVOICE	07/09/2024	NAME BADGE - SCARBROUGH/ALVAREZ	158742	$23.93	
	INVOICE	07/16/2024	PACT ENGRAVINGS - MULTIPLE	158787	$74.80	
	CHECK	07/31/2024	CHECK NUMBER 10014298			**$122.65**
PREMIER AUTO SERVICE USA, LLC	INVOICE	05/17/2024	AMBULANCE MAINTENANCE - M-2 (22-02)	1116327	$1,828.76	
	INVOICE	05/29/2024	VEHICLE MAINTENANCE - TAHOE FC-1 (22-01)	1116484	$381.47	
	INVOICE	06/05/2024	AMBULANCE MAINTENANCE - 411 (16-01)	1116583	$1,089.66	
	INVOICE	06/14/2024	AMBULANCE OIL SERVICE M-3 (24-04)	1116736	$134.79	
	EFT	07/18/2024	EFT NUMBER 7823			**$3,434.68**
	INVOICE	07/22/2024	PARTS & SVC - AMBULANCE M-2 (22-02)	1117289	$327.32	
	EFT	07/31/2024	EFT NUMBER 7925			**$327.32**
PREMIER SECURITY, INC.	INVOICE	05/21/2024	CLND SMOKE DETECTOR ELEV SHAFT - CIVCTR/PD	21910	$240.00	
	INVOICE	07/08/2024	07/01-09/30 FIRE ALARM SVC	R 22714	$357.00	
	INVOICE	07/08/2024	07/01-09/30 FIRE ALARM SVC - FD 411	R 22661	$126.00	
	INVOICE	07/18/2024	CHANGED SMOKE TO HEAT DETECTORS - CIVCTR/PD	21942	$700.57	
	EFT	07/31/2024	EFT NUMBER 7926			**$1,423.57**
PRODIGY TOURING CORPORATION	INVOICE	07/17/2024	50% DEPOSIT-HOT AIR BALLOON PERFORMANCE	20240717	$40,000.00	
	CHECK	07/18/2024	CHECK NUMBER 10014244			**$40,000.00**
PROMANTEK, INC.	INVOICE	06/30/2024	7.1.24-6.30.25 TRAKSTAR PERFORM RNW	INV-014932	$22,260.00	
	EFT	07/02/2024	EFT NUMBER 7723			**$22,260.00**
PRUDENTIAL OVERALL SUPPLY	INVOICE	06/26/2024	STREETS UNIFORM RENTALS	23666868	$71.95	
	INVOICE	06/26/2024	JANITORIAL SUPPLIES	23666869	$30.85	
	INVOICE	06/26/2024	JANITORIAL SUPPLIES	23666870	$207.65	
	INVOICE	07/03/2024	STREETS UNIFORM RENTALS	23669716	$71.95	
	INVOICE	07/03/2024	JANITORIAL SUPPLIES	23669718	$30.85	
	INVOICE	07/03/2024	JANITORIAL SUPPLIES	23669720	$207.65	
	INVOICE	07/10/2024	STREETS UNIFORM RENTALS	23672267	$71.95	
	INVOICE	07/10/2024	JANITORIAL SUPPLIES	23672268	$30.85	
	INVOICE	07/10/2024	JANITORIAL SUPPLIES	23672269	$40.46	
	EFT	07/18/2024	EFT NUMBER 7825			**$764.16**
	INVOICE	07/17/2024	STREETS UNIFORM RENTALS	23675214	$71.95	
	INVOICE	07/17/2024	JANITORIAL SUPPLIES	23675215	$30.85	
	INVOICE	07/17/2024	JANITORIAL SUPPLIES	23675216	$40.46	
	EFT	07/31/2024	EFT NUMBER 7928			**$143.26**
PS TREE SERVICE & MAINTENANCE	INVOICE	05/28/2024	PD - REMOVAL OF JUNK, CLEAN UP STORAGE AREA	4229	$3,450.00	
	INVOICE	05/28/2024	PD - TRIM (5) TREES	4228	$6,950.00	
	INVOICE	06/25/2024	JUNE24 FACILITIES GROUNDS/AMPHITHEA	4274	$11,062.00	
	INVOICE	06/25/2024	CLEANUP AREA - PARKING STRUCTURE	4282	$1,625.00	
	INVOICE	06/25/2024	AMPHITHEATER - (12) PALM TREE TRIM	4283	$1,500.00	
	INVOICE	06/28/2024	TOWN SQUARE - TRIM (11) PALM TREES	4289	$1,375.00	
	EFT	07/02/2024	EFT NUMBER 7724			**$25,962.00**

	INVOICE	06/20/2024	MERCY PARKING LOT - CLEAN UP	4272	$1,475.00	
	INVOICE	06/25/2024	CARMELA/VISTA CHINO - CLEAN UP	4285	$2,525.00	
	INVOICE	06/25/2024	CAT CANYON BRIDGE - CLEAN UP	4278	$1,695.00	
	INVOICE	06/25/2024	DINAHSHORE/WHISPERPLMS - CLNUP	4286	$1,675.00	
	INVOICE	06/25/2024	DINAH SHORE BRIDGE - CLEANUP	4276	$1,350.00	
	INVOICE	06/25/2024	DINAH SHORE BRIDGE - CLEANUP	4277	$1,395.00	
	INVOICE	06/25/2024	DATE PALM BRIDGE - CLEAN UP	4279	$1,895.00	
	INVOICE	06/25/2024	DATE PALM MEDIAN - CLEAN UP	4284	$1,850.00	
	INVOICE	06/25/2024	ALICANTE LLD19 - TRIM TREES	4281	$3,750.00	
	INVOICE	06/25/2024	PANORAMA PARK - FILL HOLES	4280	$2,425.00	
	INVOICE	06/25/2024	JUN 24 MONTHLY MAINT SVC	4275	$6,950.00	
	INVOICE	06/26/2024	RIO VISTA COMM-SPREAD MULCH	4287	$3,980.00	
	INVOICE	06/26/2024	BUDDY ROGERS DOG PRK SPRD MLCH	4288	$3,675.00	
	INVOICE	06/28/2024	RANCHO VISTA PKWY - CLEAN UP	4292	$2,350.00	
	INVOICE	06/28/2024	DATE PALM MED-TREE TRIM X 77	4296	$9,625.00	
	INVOICE	06/28/2024	DNHSHRE/VAQRO MED-PALM TRIM-16	4294	$2,000.00	
	INVOICE	06/28/2024	SAN ELJAY DEADEND-ILLEGAL DUMP	4297	$1,825.00	
	INVOICE	06/28/2024	CENTURY PARK - BASEBALL RENO	4291	$21,500.00	
	INVOICE	06/28/2024	MT SHADOW COVE RB - CLEAN UP	4298	$2,375.00	
	INVOICE	06/28/2024	FS 412 - TRIM PINE, OLIVE, & MESQUITE TREES	4299	$7,000.00	
	INVOICE	06/28/2024	BASKETBALL COURTS - CLEAN UP	4290	$4,745.00	
	INVOICE	06/28/2024	CENT PARK LLD16B-TREE TRIM X18	4293	$2,250.00	
	INVOICE	06/28/2024	LA PALOMA LLD2 - TRIM TREES-17	4295	$2,125.00	
	INVOICE	07/03/2024	VISTA CHINO TREES-SAND REMOVAL	4300	$6,850.00	
	INVOICE	07/09/2024	VISTA CHINO TREES-SAND REMOVAL	4302	$6,975.00	
	INVOICE	07/09/2024	CHUPEROSA ALLEY - GEN CLEAN UP	4305	$2,950.00	
	INVOICE	07/09/2024	RAMON ROAD MEDIAN - CLEAN UP	4304	$1,975.00	
	INVOICE	07/09/2024	DAVALL DRIVE MEDIAN - CLEAN UP	4303	$2,150.00	
	INVOICE	07/09/2024	LIBRARY - TRIM (57) PALM TREES	4301	$7,125.00	
	INVOICE	07/09/2024	PANORAMA PARK - GEN CLEAN UP	4307	$1,695.00	
	INVOICE	07/09/2024	PANORAMA PARK LLD17 - GENERAL CLEAN UP	4306	$1,950.00	
	INVOICE	07/10/2024	FS 411 - GENERAL CLEAN UP	4308	$1,275.00	
	EFT	07/18/2024	EFT NUMBER 7826			**$123,380.00**
	INVOICE	07/16/2024	CAT CANYON BRIDGE - CLEAN UP	4315	$1,695.00	
	INVOICE	07/16/2024	VENTURA TREES-SPREAD MULCH	4319	$3,950.00	
	INVOICE	07/16/2024	SAN ELJAY DEADEND-ILLEGAL DUMP	4312	$1,250.00	
	INVOICE	07/16/2024	28401 AVE LAVISTA-ILLEGAL DUMP	4317	$895.00	
	INVOICE	07/16/2024	VISTA CHINO TREES-SAND REMOVAL	4318	$6,495.00	
	INVOICE	07/16/2024	DINAHSHORE/VAQUERO-GEN CLEANUP	4316	$1,950.00	
	INVOICE	07/16/2024	DINAH SHORE MEDIANS - CLEAN UP	4310	$2,250.00	
	INVOICE	07/16/2024	DATE PALM BRIDGE - CLEAN UP	4314	$1,695.00	
	INVOICE	07/16/2024	RAMON ROAD MEDIAN - CLEAN UP	4309	$1,895.00	
	INVOICE	07/16/2024	MCCALLUM/DEL PADRE RB-CLEAN UP	4313	$2,150.00	
	INVOICE	07/16/2024	CYPRESS RB - CLEAN UP	4311	$2,325.00	
	INVOICE	07/16/2024	CENTURY PK LLD16A - TREE TRIM	4320	$3,750.00	
	INVOICE	07/17/2024	RAMON ROAD MEDIAN-REPLACE PALM	4321	$3,950.00	
	INVOICE	07/23/2024	FS 413 - TRIM OLEANDERS & GENERAL CLEANUP	4329	$2,950.00	
	INVOICE	07/23/2024	LIBRARY - INSTL. GRANITE & 15 GAL. PLANTS	4330	$3,000.00	
	INVOICE	07/25/2024	JULY24 FACILITIES GROUNDS/AMPHITHEA	4334	$11,062.00	
	INVOICE	07/25/2024	FS 410 - TRIM (2) PALM TREES	4335	$250.00	
	INVOICE	07/25/2024	FS 411 - TRIM PALO VERDES	4336	$2,475.00	
	EFT	07/31/2024	EFT NUMBER 7929			**$53,987.00**
PTS COMMUNICATIONS, INC.	INVOICE	06/27/2024	JUL24 PUBLIC PAYPHONE	2124120	$35.00	
	CHECK	07/18/2024	CHECK NUMBER 10014245			**$35.00**
PUBLIC ENTITY RISK MANAGEMENT	INVOICE	07/01/2024	FY25 INSURANCE-LIAB,W/C,EPL,CRIME,CYBER	INV252	$2,535,638.00	
	EFT	07/02/2024	EFT NUMBER 7725			**$2,535,638.00**
PUBLIC SAFETY SOFTWARE GROUP	INVOICE	06/06/2024	VIMS SOFTWARE RENEWAL 2024-2025	20240606	$420.00	
	CHECK	07/18/2024	CHECK NUMBER 10014246			**$420.00**
QUADIENT, INC.	INVOICE	06/01/2024	7.1.24-6.30.25 MAIL FOLDER MAINT	61104622	$3,945.00	
	CHECK	07/02/2024	CHECK NUMBER 10014187			**$3,945.00**
QUALITY STREET SERVICE	INVOICE	07/10/2024	JULY 24 PRKG LOT SWEEPING SVC	243217	$550.00	
	CHECK	07/18/2024	CHECK NUMBER 10014247			**$550.00**
R3 CONSULTING GROUP, INC.	INVOICE	06/26/2024	SW FRAN FEE STUDY TO 6/26/24	123471	$10,000.00	
	EFT	07/18/2024	EFT NUMBER 7827			**$10,000.00**
RENTOKIL NORTH AMERICA, INC.	INVOICE	06/26/2024	JUN24 CIV CTR PEST CONTROL	61692911	$297.50	
	INVOICE	06/26/2024	JUN24 AMPHITHEATRE PEST CONTROL	61693079	$209.27	
	INVOICE	06/26/2024	RODENT CTRL ONLY - CIVCTR	61691237	$94.90	
	INVOICE	06/26/2024	COMMERCIAL MOSQUITO CONTROL - CIVCTR	61693634	$93.00	
	EFT	07/02/2024	EFT NUMBER 7738			**$694.67**
	INVOICE	07/01/2024	JULY24 PEST CONTROL MAINT - FS 412	62817914	$226.52	
	INVOICE	07/01/2024	COMMERCIAL MOSQUITO CTRL - FS 412	62820199	$36.00	
	INVOICE	07/09/2024	JUL24 FS 413 PEST CONTROL	62819177	$101.20	
	INVOICE	07/09/2024	MOSQUITO CTRL SERVICE - FS 413	62820201	$36.00	

	EFT	07/18/2024	EFT NUMBER 7860			**$399.72**
	INVOICE	07/17/2024	JUL24 PW PEST CONTROL	62819151	$73.92	
	INVOICE	07/24/2024	JUL 24 PEST CONTROL - FS 411	62819104	$74.00	
	INVOICE	07/24/2024	MOSQUITO CTRL SERVICE - FD 411	62820200	$36.00	
	EFT	07/31/2024	EFT NUMBER 7953			**$183.92**
RIVERSIDE CONSTRUCTION COMPANY, INC.	INVOICE	06/25/2024	5.24 CAT CYN/DP-SIDEWALK&TRAIL	8505.3	$759,646.19	
	EFT	07/18/2024	EFT NUMBER 7831			**$759,646.19**
	INVOICE	07/18/2024	6.24 CAT CYN/DP-SIDEWALK&TRAIL	8508.4	$179,113.95	
	EFT	07/31/2024	EFT NUMBER 7935			**$179,113.95**
RIVERSIDE COUNTY	INVOICE	04/24/2024	PSEC BILLING 03.01-03.31.2024	PE0000001664	$20,318.76	
	EFT	07/31/2024	EFT NUMBER 7931			**$20,318.76**
	INVOICE	05/21/2024	PSEC BILLING 04.01-04.30.2024	PE0000001732	$20,216.14	
	EFT	07/31/2024	EFT NUMBER 7932			**$20,216.14**
	INVOICE	06/07/2024	PSEC BILLING 05.01-05.31.2024	PE0000001799	$20,216.14	
	EFT	07/31/2024	EFT NUMBER 7933			**$20,216.14**
	INVOICE	06/30/2024	PSEC BILLING 06.01-06.30.2024	PE0000001880	$20,216.14	
	EFT	07/31/2024	EFT NUMBER 7934			**$20,216.14**
RIVERSIDE COUNTY AUDITOR CONTROLLER	INVOICE	06/30/2024	JUNE 2024 PARKING	2024-06	$3,205.00	
	EFT	07/18/2024	EFT NUMBER 7828			**$3,205.00**
RIVERSIDE COUNTY FIRE CHIEFS ASSOC	INVOICE	07/12/2024	FY24/25 ANNUAL MEMBERSHIP - FD	24-03	$300.00	
	CHECK	07/31/2024	CHECK NUMBER 10014299			**$300.00**
RIVERSIDE COUNTY LAW ENFORCE ADMIN ASSOC	INVOICE	07/15/2024	2024 MEMBERSHIP DUES RCLEAA	24-001	$150.00	
	CHECK	07/31/2024	CHECK NUMBER 10014300			**$150.00**
RIVERSIDE COUNTY LIBRARY SYSTEM FOUNDATION	INVOICE	06/30/2024	FY24 COMMUNITY ASSISTANCE GRANT AWARD	2024-30	$2,000.00	
	EFT	07/18/2024	EFT NUMBER 7832			**$2,000.00**
RIVERSIDE COUNTY LOCAL AGCY FORM COMM	INVOICE	07/01/2024	LAFCO FY25 FEES	AC0000002072	$8,944.29	
	EFT	07/18/2024	EFT NUMBER 7829			**$8,944.29**
RIVERSIDE COUNTY PUBLIC HEALTH	INVOICE	06/12/2024	SEPTEMBER 12, 2023 JAIL INSP FY23/24	20240612	$348.00	
	EFT	07/18/2024	EFT NUMBER 7830			**$348.00**
RIVERSIDE COUNTY RECORDER	INVOICE	05/31/2024	MAY24 RECORDING FEES	20240531	$120.00	
	CHECK	07/02/2024	CHECK NUMBER 10014188			**$120.00**
	INVOICE	03/31/2024	MAR24 RECORDING FEES	20240331	$280.00	
	CHECK	07/02/2024	CHECK NUMBER 10014189			**$280.00**
	INVOICE	06/25/2024	APR24 ASSESSOR RECORD PDC RQST	24-177838	$52.00	
	INVOICE	06/26/2024	MAY24 ASSESSOR RECORD PDC RQST	24-178700	$52.00	
	CHECK	07/31/2024	CHECK NUMBER 10014301			**$104.00**
	INVOICE	02/29/2024	FEB24 RECORDING FEES	20240229	$349.00	
	CHECK	07/31/2024	CHECK NUMBER 10014302			**$349.00**
	INVOICE	04/30/2024	APR24 RECORDING FEES	20240430	$100.00	
	CHECK	07/31/2024	CHECK NUMBER 10014303			**$100.00**
	INVOICE	06/30/2024	JUN24 RECORDING FEES	20240630	$100.00	
	CHECK	07/31/2024	CHECK NUMBER 10014304			**$100.00**
RIVERSIDE COUNTY SHERIFF'S CAL-ID	INVOICE	07/17/2024	RIVERSIDE CAL-ID FY 2024-25	SH0000046293	$51,433.00	
	CHECK	07/31/2024	CHECK NUMBER 10014305			**$51,433.00**
RIVERSIDE COUNTY SHERIFF'S TRAINING	INVOICE	06/27/2024	POST TUITION ARREST & CONTROL 7/25/2024 PAZ	20240627	$159.00	
	CHECK	07/02/2024	CHECK NUMBER 10014190			**$159.00**
	INVOICE	06/26/2024	POST TUITION PSP USE OF FORCE 8/20/2024 PAZ	20240626	$125.00	
	CHECK	07/02/2024	CHECK NUMBER 10014191			**$125.00**
	INVOICE	07/22/2024	POST TUITION POST ADV TRAFFIC COLLISION INV 9/30 -	20240722	$613.00	
	CHECK	07/31/2024	CHECK NUMBER 10014306			**$613.00**
ROBERT A CULLEN	INVOICE	06/28/2024	CARPET CLEANING ALL FLOORS - CIVCTR	2866	$2,900.00	
	INVOICE	06/30/2024	CARPET CLEANING - PD 1ST & 2ND FLOOR	2871	$2,200.00	
	CHECK	07/02/2024	CHECK NUMBER 10014167			**$5,100.00**
RODRIGUEZ, RAUL	INVOICE	07/12/2024	VEHICLE MAINT - MW-01	1447	$459.50	
	EFT	07/31/2024	EFT NUMBER 7936			**$459.50**
ROETHLE, DAVID	INVOICE	06/06/2024	CC WATERSMART LANDSCAPES	1	$1,000.00	
	CHECK	07/18/2024	CHECK NUMBER 10014248			**$1,000.00**
ROMTEC INC.	INVOICE	06/25/2024	6.24 DREAM HOMES-RESTROOM/STORAGE	1621	$95,626.73	
	EFT	07/02/2024	EFT NUMBER 7727			**$95,626.73**
ROTARY CLUB OF CATHEDRAL CITY	INVOICE	07/01/2024	2024-2025 FIRE CHIEF ROTARY CLUB ANNUAL DUES	2024-0701-A	$200.00	
	CHECK	07/02/2024	CHECK NUMBER 10014192			**$200.00**
RRM DESIGN GROUP, A CALIFORNIA CORPORATION	INVOICE	06/12/2024	MAY24 PRE-APPROVED ADU PLANS	3363-01-0524	$37,412.50	
	EFT	07/18/2024	EFT NUMBER 7833			**$37,412.50**
	INVOICE	07/17/2024	JUN24 PRE-APPROVED ADU PLANS	3363-01-0624	$22,783.75	
	EFT	07/31/2024	EFT NUMBER 7937			**$22,783.75**
S.C.R.A.P. GALLERY	INVOICE	07/07/2024	ENV ED SVCS	148	$7,500.00	
	EFT	07/18/2024	EFT NUMBER 7834			**$7,500.00**
SAFE SOFTWARE INC.	INVOICE	06/04/2024	7.11.24-7.10.25 FME FORM FIXED MAINT	INV107487	$2,375.00	
	CHECK	07/02/2024	CHECK NUMBER 10014193			**$2,375.00**
SAME DAY EXPRESS LLC	INVOICE	06/21/2024	CLEANUP ASSIST PROG - 2 LOC	062124	$954.00	

LLC	INVOICE	06/21/2024	HOMELESS CLEANUP 25 CAMPS 5 LOC	062024	$4,372.50	
	INVOICE	06/28/2024	CLEANUP ASSIST PROG - 3 LOC	062824	$636.00	
	INVOICE	06/28/2024	CLEANUP ASSIST PROG - 2 LOC	062924	$636.00	
	INVOICE	06/28/2024	HOMELESS CLEANUP 27 CAMPS 3 LOC	062724	$4,373.00	
	INVOICE	07/05/2024	ILLEGAL DUMPING - 3 LOC	070224	$954.00	
	INVOICE	07/05/2024	HOMELESS CLEANUP 20 CAMPS 3 LOC	070324	$4,275.00	
	EFT	07/18/2024	EFT NUMBER 7836			**$16,200.50**
	INVOICE	07/11/2024	HOMELESS CLEANUP 11 CAMPS 6 LOC	071124	$4,575.50	
	EFT	07/31/2024	EFT NUMBER 7939			**$4,575.50**
SAME DAY EXPRESS LLC	INVOICE	06/21/2024	BI-ANNUAL ART MAINTENANCE	062224	$3,565.60	
	EFT	07/18/2024	EFT NUMBER 7835			**$3,565.60**
	INVOICE	06/30/2024	REPAINT RAINBOW CROSSWALK	061224	$1,875.00	
	EFT	07/31/2024	EFT NUMBER 7938			**$1,875.00**
SAM'S CLUB DIRECT	INVOICE	07/09/2024	SUPPLIES - PW	5645-24	$260.72	
	CHECK	07/18/2024	CHECK NUMBER 10014249			**$260.72**
	INVOICE	07/10/2024	SUPPLIES-PD	2069	$105.51	
	CHECK	07/31/2024	CHECK NUMBER 10014307			**$105.51**
SAPPHIRE GAS SOLUTIONS, LLC	INVOICE	07/09/2024	2Q24 PREVENT MAINT CNG STATION	S-INV103818	$750.00	
	EFT	07/18/2024	EFT NUMBER 7837			**$750.00**
SCOTT FAZEKAS & ASSOCIATES, INC.	INVOICE	06/30/2024	JUN24 PLAN CHECK SVCS	22891	$4,802.15	
	CHECK	07/18/2024	CHECK NUMBER 10014250			**$4,802.15**
SHRED-IT USA LLC	INVOICE	03/31/2024	MAR24 SHREDDING SVCS	8006692721	$5,755.26	
	INVOICE	04/30/2024	APR24 SHREDDING SVCS	8006998243	$4,635.20	
	INVOICE	05/31/2024	MAY24 SHREDDING SVCS	8007321477	$5,423.42	
	INVOICE	06/30/2024	JUN24 SHREDDING SVCS	8007627861	$2,479.58	
	EFT	07/18/2024	EFT NUMBER 7838			**$18,293.46**
SINGLEWIRE SOFTWARE LLC	INVOICE	04/18/2024	7.1.24-6.30.27 INFORMACAST MAINT	60124	$5,750.00	
	EFT	07/02/2024	EFT NUMBER 7728			**$5,750.00**
SMITH PIPE & SUPPLY COMPANY	INVOICE	06/21/2024	IRRIG SUPPLIES - FESTIVAL LAWN	4156096	$129.62	
	INVOICE	06/26/2024	IRRIG SUPPLIES - FESTIVAL LAWN	4157803	$270.79	
	INVOICE	07/03/2024	IRRIG SUPPLIES - TAPESTRY LLD5	4160674	$237.51	
	INVOICE	07/08/2024	IRRIG SUPPLIES-CENT PARKLLD16A	4161860	$82.18	
	INVOICE	07/10/2024	IRRIG SUPPLIES - FESTIVAL LAWN	4162848	$92.75	
	CHECK	07/18/2024	CHECK NUMBER 10014251			**$812.85**
	INVOICE	07/17/2024	SUPPLIES - PW	4165527	$69.17	
	CHECK	07/31/2024	CHECK NUMBER 10014308			**$69.17**
SO CAL GRAFIX INC.	INVOICE	07/12/2024	ACCOUTREMENTS - C03-24	1590	$1,125.94	
	EFT	07/31/2024	EFT NUMBER 7940			**$1,125.94**
SOUNDSKILZ, INC.	INVOICE	07/08/2024	50% DEPOSIT-TASTE OF JALISCO 01/31/2025	INV-10540	$41,343.50	
	EFT	07/18/2024	EFT NUMBER 7839			**$41,343.50**
SOUTH COAST FIRE EQUIPMENT, INC.	INVOICE	06/19/2024	FLEET PREVENTATIVE MAINTENANCE	2361	$2,433.59	
	CHECK	07/02/2024	CHECK NUMBER 10014194			**$2,433.59**
	INVOICE	07/01/2024	TRUCK EQUIPMENT -QUICK RELEASE STRAP CONNECTOR	2461	$63.94	
	CHECK	07/18/2024	CHECK NUMBER 10014252			**$63.94**
	INVOICE	07/11/2024	FLEET - VALVE ASSY, COMP FITTINGS	2507	$968.08	
	CHECK	07/31/2024	CHECK NUMBER 10014309			**$968.08**
SOUTH WEST TOWING, INC.	INVOICE	06/02/2024	TIRE SVC - C37-20	198802	$60.00	
	EFT	07/18/2024	EFT NUMBER 7842			**$60.00**
SOUTHERN CA ASSN OF GOVERNMENT	INVOICE	07/01/2024	DUES ASSESSMENT-FY25	SCAG FY25 0039	$7,248.00	
	EFT	07/02/2024	EFT NUMBER 7729			**$7,248.00**
SOUTHERN CALIFORNIA EDISON	INVOICE	06/20/2024	5.13.24-6.11.24 ELECTRICAL CHARGES	MISC-2406-B	$6,149.30	
	INVOICE	07/01/2024	06.01.24-06.30.24 LLD LAMPS & IRRIG ELECTRIC CHGS	9074-2406	$1,355.90	
	INVOICE	07/01/2024	06.01.24-06.30.24 STREET LAMPS	9690-2406	$15,972.60	
	INVOICE	07/02/2024	06.01.24-06.30.24 SIGNALS & OUTDOOR ELECTRIC	6909-2406	$22,106.35	
	CHECK	07/18/2024	CHECK NUMBER 10014253			**$45,584.15**
	INVOICE	03/13/2024	LINE EXTENSION	7590545688	$2,548.98	
	INVOICE	07/05/2024	JUN24 OUTDOOR ELECTRIC	7698-2406	$822.53	
	INVOICE	07/08/2024	06.05.24-07.07.24 FIRE DEPT. ELECTRIC	32100-2406	$5,673.99	
	INVOICE	07/15/2024	JUN24 ELECTRICAL CHARGES	MISC-2406-C	$313.61	
	INVOICE	07/22/2024	06.19.24-07.21.24 SOCCER PARK ELECTRIC	SPK-2407	$1,761.04	
	INVOICE	07/22/2024	06.19.24-07.21.24 PARKING STRUCTURE ELECTRIC	68594-2407	$7,331.11	
	CHECK	07/31/2024	CHECK NUMBER 10014310			**$18,451.26**
SOUTHERN CALIFORNIA GAS CO.	INVOICE	07/08/2024	6.1.24-7.1.24 - GAS ACCT:063-943-2529-1	070824	$24.10	
	EFT	07/18/2024	EFT NUMBER 7840			**$24.10**
SOUTHWEST BOULDER AND STONE	INVOICE	05/16/2024	SUPPLIES - LANDAU HOMES	645034	$692.21	
	INVOICE	05/16/2024	SUPPLIES - LANDAU MANOR LLD18	645035	$1,114.35	
	INVOICE	06/21/2024	SUPPLIES - PANORAMA DOG PARK	655291	$622.98	
	INVOICE	06/28/2024	SUPPLIES - CENTURY PARK	656834	$1,895.00	
	INVOICE	06/28/2024	SUPPLIES - CENTURY PARK	654401	$1,902.63	
	EFT	07/18/2024	EFT NUMBER 7841			**$6,227.17**
SPARKLETTS	INVOICE	06/19/2024	LOC:18401119 5/21/2024-06/04/2024 WATER	18401120 061924	$308.20	
	EFT	07/02/2024	EFT NUMBER 7730			**$308.20**

	INVOICE	06/27/2024	6.4.24 - 6.22.24 WATER DELIVERY ALL FIRE STATIONS	23511550 062724	$481.25	
	EFT	07/18/2024	EFT NUMBER 7843			**$481.25**
	INVOICE	07/11/2024	LOC:7600067 JUN24 PW WATER	15159960 071124	$239.81	
	EFT	07/18/2024	EFT NUMBER 7844			**$239.81**
	INVOICE	07/17/2024	LOC:18401119 06/18/2024-07/02/2024 WATER	18401120 071724	$306.61	
	EFT	07/31/2024	EFT NUMBER 7941			**$306.61**
STAPLES ADVANTAGE	INVOICE	05/04/2024	SUPPLIES - BLDG, PLN, CODE	6004455793	$322.55	
	INVOICE	06/13/2024	SUPPLIES - CODE	6004509953	$55.23	
	EFT	07/02/2024	EFT NUMBER 7731			**$377.78**
	INVOICE	06/26/2024	SUPPLIES - FINANCE	6005452069	$61.89	
	INVOICE	06/26/2024	SUPPLIES - PD	600452070	$189.94	
	INVOICE	06/28/2024	SUPPLIES - CITY HALL PAPER	6005560788	$44.14	
	EFT	07/18/2024	EFT NUMBER 7845			**$295.97**
	INVOICE	07/04/2024	SUPPLIES - BUILDING	6006289621	$8.80	
	INVOICE	07/04/2024	SUPPLIES - FINANCE	6006289623	$12.65	
	INVOICE	07/04/2024	SUPPLIES - FINANCE	6006289622	$22.82	
	INVOICE	07/04/2024	SUPPLIES - BLDG, PLN, CODE	6006289620	$741.13	
	INVOICE	07/06/2024	SUPPLIES - FINANCE	6006351290	$14.99	
	INVOICE	07/11/2024	SUPPLIES - PD	6006573690	$64.12	
	INVOICE	07/12/2024	SUPPLIES - CITY HALL, PD	6006622115	$393.51	
	INVOICE	07/12/2024	SUPPLIES - PD	6006622116	$136.69	
	EFT	07/31/2024	EFT NUMBER 7942			**$1,394.71**
STERICYCLE, INC.	INVOICE	06/18/2024	JULY 2024 BIOHAZARD DISPOSAL SVC	8007468672	$123.63	
	EFT	07/18/2024	EFT NUMBER 7846			**$123.63**
SUN BADGE COMPANY	INVOICE	06/21/2024	LA DOME SILTONE BADGE - QTY-1	418836	$162.19	
	EFT	07/18/2024	EFT NUMBER 7847			**$162.19**
	INVOICE	07/18/2024	LA DOME OFFICER BADGE REPAIR (2)	419980	$189.35	
	EFT	07/31/2024	EFT NUMBER 7943			**$189.35**
T ALLIANCE ONE PALM SPRINGS, LLC	INVOICE	07/31/2024	TOT SHARING AGREEMENT FY 2023/2024	20240731	$463,983.65	
	CHECK	07/31/2024	CHECK NUMBER 10014311			**$463,983.65**
TAG/AMS, INC.	INVOICE	07/12/2024	FY25 ANNUAL RENEWAL	2834310	$175.00	
	CHECK	07/31/2024	CHECK NUMBER 10014312			**$175.00**
TARGETSOLUTIONS LEARNING, LLC	INVOICE	07/01/2024	7/1/24-6/30/25 PREMIER, CHECK IT FIRE/EMS SOFTWARE	INV96377	$7,925.00	
	EFT	07/02/2024	EFT NUMBER 7732			**$7,925.00**
TERRA NOVA PLANNING & RESEARCH	INVOICE	05/01/2024	MAR-APR24 ON CALL PLANNING SVCS	TN122303	$3,559.05	
	EFT	07/18/2024	EFT NUMBER 7848			**$3,559.05**
TERRY F. MARTIN	INVOICE	07/21/2024	GRAPHIC DESIGN/LASER ENGRAVING	1092	$273.00	
	INVOICE	07/25/2024	DESIGN & FABRICATION - FD	1082	$216.00	
	EFT	07/31/2024	EFT NUMBER 7944			**$489.00**
THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE	INVOICE	05/31/2024	STATE OF THE CITY EVENT	50025	$3,400.00	
	EFT	07/18/2024	EFT NUMBER 7795			**$3,400.00**
	INVOICE	05/01/2024	FY24 CONTRACT: APR-JUN 2024	50003	$18,359.00	
	EFT	07/31/2024	EFT NUMBER 7895			**$18,359.00**
THE SAILOR TOWING & AUTO TRANSPORT	INVOICE	05/29/2024	TOW FROM ESCONDIDO - M-49	000044	$600.00	
	EFT	07/31/2024	EFT NUMBER 7945			**$600.00**
TKE ENGINEERING, INC.	INVOICE	06/10/2024	4.24 CONSTRUCTION PROF SVCS	2024-589	$675.00	
	INVOICE	06/26/2024	5.24 CONSTRUCTION PROF SVCS	2024-613	$90.00	
	EFT	07/18/2024	EFT NUMBER 7849			**$765.00**
TOPS N BARRICADES, INC.	INVOICE	07/05/2024	STREETS - VARIOUS SIGNS	1107886	$1,000.50	
	INVOICE	07/05/2024	STREETS - NEIGHBORHOOD	1107885	$411.08	
	CHECK	07/18/2024	CHECK NUMBER 10014254			**$1,411.58**
TOTAL CARE WORK INJURY CLINIC	INVOICE	07/03/2024	PRE-EMPLOYMENT PHYSICALS (JUN)	00097258-00	$1,180.00	
	CHECK	07/18/2024	CHECK NUMBER 10014255			**$1,180.00**
TRAINING INNOVATIONS, INC.	INVOICE	05/15/2024	07.2024-06.2025 TMS SOFTWARE SUPPORT	24-025	$800.00	
	EFT	07/18/2024	EFT NUMBER 7850			**$800.00**
TRANSUNION RISK & ALTERNATIV	INVOICE	07/01/2024	JUNE 2024 SOFTWARE SUBSCRIPTION	3396121-202406-1	$103.50	
	CHECK	07/18/2024	CHECK NUMBER 10014257			**$103.50**
TRUPPELLI, GEORGE	INVOICE	07/31/2024	25 AUG RETIREMENT	2025-02	$1,607.42	
	EFT	07/18/2024	EFT NUMBER 7851			**$1,607.42**
TURBO DATA SYSTEMS, INC.	INVOICE	06/30/2024	JUNE 2024 PRKG CITATION PROCESSING	43250	$375.94	
	EFT	07/18/2024	EFT NUMBER 7852			**$375.94**
TYLER TECHNOLOGIES, INC.	INVOICE	06/12/2024	EPL REIMP - B. BILLS 06.04.24	045-471929	$700.00	
	INVOICE	06/19/2024	EPL - B. BILLS 06.10.24	045-473176	$1,400.00	
	EFT	07/02/2024	EFT NUMBER 7733			**$2,100.00**
	INVOICE	06/01/2024	TOUCHSCREEN PROX READR MAINT 07.2024-06.2025	045-469411	$605.76	
	INVOICE	06/01/2024	TYLER MAINT 07.01.24-06.30.25	045-469011	$103,904.61	
	EFT	07/18/2024	EFT NUMBER 7853			**$104,510.37**
U.S. TELEPACIFIC CORP.	INVOICE	06/23/2024	6.23.24-7.22.24 CITY PHONES	180079756-0	$4,476.35	
	CHECK	07/18/2024	CHECK NUMBER 10014256			**$4,476.35**
UKG KRONOS SYSTEMS, LLC	INVOICE	05/02/2024	7.1.24-6.30.25 KRONOS TELESTAFF	12238974	$3,846.14	

SYSTEMS, LLC	INVOICE	06/17/2024	6/17/24-6/16/25 SOFTWARE SUPPORT SVC CLOUD UPGRADE	12260029	$5,880.00	
	INVOICE	06/24/2024	SOFTWARE MANAGEMENT FF ONBOARDING SVCS	12261481	$750.00	
	INVOICE	06/24/2024	SOFTWARE MANAGEMENT FF ONBOARDING SVCS	12261480	$3,125.00	
	EFT	07/02/2024	EFT NUMBER 7734			**$13,601.14**
UNDERGROUND SERVICE ALERT SOUTHERN CALIFORNIA	INVOICE	07/01/2024	1566 NEW TIX '22 REG MNTH COST	23-2426081	$80.65	
	INVOICE	07/01/2024	520240101 - DIG ALERT - JUN 24	620240107	$185.00	
	EFT	07/31/2024	EFT NUMBER 7946			**$265.65**
UNITED STATES TREASURY	INVOICE	07/03/2024	PAYROLL RUN 1 - WARRANT 240702	44282	$176,847.31	
	WIRE	07/03/2024	WIRE NUMBER 9006911			**$176,847.31**
	INVOICE	07/08/2024	Q324 7/2 FEDERAL TAX MEDICARE PAYMENT	45260	$31.28	
	WIRE	07/08/2024	WIRE NUMBER 9006917			**$31.28**
	INVOICE	07/10/2024	Q324 7/9 FEDERAL TAX MEDICARE PAYMENT	45261	$435.00	
	WIRE	07/10/2024	WIRE NUMBER 9006920			**$435.00**
	INVOICE	07/17/2024	PAYROLL RUN 1 - WARRANT 240716	44774	$134,227.09	
	WIRE	07/17/2024	WIRE NUMBER 9006926			**$134,227.09**
	INVOICE	07/31/2024	PAYROLL RUN 1 - WARRANT 240730	44966	$169,188.34	
	WIRE	07/31/2024	WIRE NUMBER 9006939			**$169,188.34**
UNIVERSAL PROTECTION SERVICE, LP	INVOICE	07/07/2024	CITYWIDE SECURITY SVC PATROL 06/24	15881608	$3,185.00	
	EFT	07/18/2024	EFT NUMBER 7744			**$3,185.00**
URBAN HABITAT	INVOICE	06/06/2024	4.24 DREAM HOME CONST	7021.5	$237,785.08	
	INVOICE	06/06/2024	5.24 DREAM HOME CONST	7021.6	$401,935.52	
	INVOICE	06/06/2024	5.24 DREAM HOMES-PERIMETER WALL	7021.4.1	$70,712.00	
	INVOICE	07/03/2024	6.24 DREAM HOMES-PERIMETER WALL	7021.5.1	$220,039.72	
	INVOICE	07/12/2024	6.24 DREAM HOME CONST	7021.7	$283,453.35	
	CHECK	07/31/2024	CHECK NUMBER 10014313			**$1,213,925.67**
USAFACT, INC.	INVOICE	07/01/2024	PRE-EMPLOYMENT BACKGROUND (JUN)	4063061	$26.74	
	EFT	07/02/2024	EFT NUMBER 7735			**$26.74**
VALLEY LOCK & SAFE	INVOICE	06/27/2024	REPLACE ELECTRIFIED MORTIS LOCK - CIVCTR	188247	$1,900.81	
	INVOICE	07/02/2024	(3) KEYS - CIVCTR	B307864	$9.62	
	INVOICE	07/12/2024	(2) MASTER COMBO LOCKS - AMPHITHEATRE	B308079	$104.40	
	CHECK	07/18/2024	CHECK NUMBER 10014258			**$2,014.83**
	INVOICE	07/03/2024	PRIVACY LEVER - PD	B307893	$271.88	
	INVOICE	07/15/2024	RE-KEY (4) LOCKS, (1) NEW CABINET LOCK	189060	$278.83	
	INVOICE	07/16/2024	CAM LOCK (1) - C90-99	B308158	$14.05	
	INVOICE	07/16/2024	(2) MASTER COMBO LOCKS - FOUNTAIN	B308146	$82.65	
	CHECK	07/31/2024	CHECK NUMBER 10014314			**$647.41**
VALLEY SMOG & AUTO REPAIR	INVOICE	06/27/2024	WINDOW REGULATOR SVC - D-48	121505	$539.15	
	INVOICE	06/27/2024	OIL/FILTER, BRAKE SVC - C36-20	121520	$1,318.81	
	EFT	07/18/2024	EFT NUMBER 7854			**$1,857.96**
	INVOICE	06/25/2024	OIL/FILTER SVC, WATER PUMP CODE-01	121481	$1,313.71	
	INVOICE	07/08/2024	BATTERY - D-4	121598	$505.98	
	INVOICE	07/08/2024	BRAKE/SHOCKS SVC - C30-17	121601	$1,803.23	
	INVOICE	07/09/2024	CHECK ENG, OIL,GASKET SVC - C35-20	121600	$1,175.31	
	INVOICE	07/09/2024	A/C CONDENSER RADIATOR OIL/FLT-C32-20	121624	$368.80	
	INVOICE	07/10/2024	OIL/FILTER, BRAKE, SHOCKS - C42-21	121635	$1,557.58	
	INVOICE	07/12/2024	VEHICLE SMOG - M-05	121666	$331.85	
	INVOICE	07/15/2024	OIL/FILTER, BRAKES CODE-03	121691	$2,741.40	
	INVOICE	07/17/2024	A/C ELECTRIAL, OIL/FILTER- C90-99	121693	$1,284.89	
	EFT	07/31/2024	EFT NUMBER 7947			**$11,082.75**
VERDE DESIGN, INC.	INVOICE	06/30/2024	6.24 DREAM HOMES PARK ADMI	24-2209700	$1,000.00	
	EFT	07/31/2024	EFT NUMBER 7948			**$1,000.00**
VERIATO	INVOICE	07/16/2024	7.5.24-7.5.25 VERIATO RNWL	2115480	$16,500.00	
	EFT	07/31/2024	EFT NUMBER 7949			**$16,500.00**
VERITEXT, LLC	INVOICE	07/09/2024	06/25/2024 DISCIPLINE HEARING PROF SVCS	7548382	$2,326.65	
	EFT	07/18/2024	EFT NUMBER 7855			**$2,326.65**
VERIZON WIRELESS	INVOICE	06/10/2024	5.11.24-6.10.24 FLEET BROADBAND SVC	9966285676	$40.01	
	CHECK	07/02/2024	CHECK NUMBER 10014195			**$40.01**
	INVOICE	06/10/2024	5.11.24-6.10.24 IT MOBILE PHONES	9966345482	$385.02	
	CHECK	07/02/2024	CHECK NUMBER 10014196			**$385.02**
	INVOICE	06/10/2024	5.11.24-6.10.24 BROADBAND	9966285675	$687.69	
	CHECK	07/02/2024	CHECK NUMBER 10014197			**$687.69**
	INVOICE	07/02/2024	6.03.24-7.02.24 FD DATA CELL ACCESS	9968063996	$1,172.11	
	CHECK	07/31/2024	CHECK NUMBER 10014315			**$1,172.11**
	INVOICE	07/10/2024	6.11.24-7.10.24 FLEET BROADBAND SVC	9968718854	$20.02	
	CHECK	07/31/2024	CHECK NUMBER 10014316			**$20.02**
	INVOICE	07/10/2024	6.11.24-7.10.24 IT MOBILE PHONES	9968778954	$166.12	
	CHECK	07/31/2024	CHECK NUMBER 10014317			**$166.12**
	INVOICE	07/10/2024	06/11/24-07/10/24 FM DATA CELL ACCESS	9968778955	$60.06	
	CHECK	07/31/2024	CHECK NUMBER 10014318			**$60.06**
	INVOICE	07/10/2024	07.11.2024-08.10.2024 MDC AIRCARDS	9968778953	$1,178.39	
	CHECK	07/31/2024	CHECK NUMBER 10014319			**$1,178.39**
	INVOICE	07/04/2024	07.05.2024-08.04.2024 MDC AIRCARDS	9968287511	$668.58	
	CHECK	07/31/2024	CHECK NUMBER 10014320			**$668.58**

VERSATERM PUBLIC SAFETY US, INC.	INVOICE	06/27/2024	BLUETEAM NEXTGEN/IA PRO ANNUAL MAINT. 07.2024-06.2	INV37-00992	$2,320.30	
	EFT	07/18/2024	EFT NUMBER 7856			**$2,320.30**
VICENTE MERCADO	INVOICE	05/22/2024	AMPHITHEATER GEN MAINT & A/V EQUIP STORAGE	2024522	$1,285.00	
	EFT	07/02/2024	EFT NUMBER 7736			**$1,285.00**
VISUAL EDGE IT, INC.	INVOICE	06/19/2024	6/20/24-07/19/24 CONTRACT + OVERAGE	24AR1860775	$261.41	
	EFT	07/02/2024	EFT NUMBER 7737			**$261.41**
	INVOICE	07/16/2024	7/20/24-08/19/24 CONTRACT + OVERAGE	24AR1921983	$174.69	
	EFT	07/31/2024	EFT NUMBER 7950			**$174.69**
VORTEX USA INC.	INVOICE	05/28/2024	OCOTILLO PARK - WATER FEATURE	58882	$916.50	
	EFT	07/18/2024	EFT NUMBER 7857			**$916.50**
VOYAGER FLEET SYSTEMS INC	INVOICE	06/24/2024	CNG & FUEL PURCHASE	869151506242 6	$1,076.80	
	CHECK	07/02/2024	CHECK NUMBER 10014198			**$1,076.80**
WAXIE SANITARY SUPPLY	INVOICE	07/09/2024	CLEANING SUPPLIES - FD	82588956	$147.85	
	EFT	07/31/2024	EFT NUMBER 7951			**$147.85**
WELLDYNE RX	INVOICE	04/30/2024	04.16-04.30.24 SHARP DISP PROG	SLS595009	$42.32	
	INVOICE	06/15/2024	06.01-06.15.24 SHARP DISP PROG	SLS600168	$21.16	
	EFT	07/18/2024	EFT NUMBER 7858			**$63.48**
WELLS FARGO BANK N.A	INVOICE	07/09/2024	BK CARDS PMT	2024-06BKCD	$37,808.99	
	WIRE	07/09/2024	WIRE NUMBER 9006919			**$37,808.99**
	INVOICE	07/11/2024	JUN24 CLIENT ANALYSIS	2024-06	$601.89	
	WIRE	07/11/2024	WIRE NUMBER 9006921			**$601.89**
WELLS FARGO MERCHANT SERVICES LLC	INVOICE	07/11/2024	JUNE PROCESSING FEE	2024-06A	$31.00	
	WIRE	07/11/2024	WIRE NUMBER 9006922			**$31.00**
	INVOICE	07/12/2024	JUNE PROCESSING FEE	2024-06CC	$4,485.57	
	WIRE	07/12/2024	WIRE NUMBER 9006923			**$4,485.57**
WESTERN PUMP	INVOICE	06/25/2024	CSA -30 DAY DESIGNATED UST OPERATOR INSP 6/20/24	W66893	$227.32	
	EFT	07/02/2024	EFT NUMBER 7739			**$227.32**
	INVOICE	06/27/2024	VAPOR RECOVERY ANNUAL TEST - FD	W67010	$757.73	
	EFT	07/18/2024	EFT NUMBER 7861			**$757.73**
	INVOICE	07/22/2024	CSA -30 DAY DESIGNATED UST OPERATOR INSP 7/17/24	W67746	$227.32	
	EFT	07/31/2024	EFT NUMBER 7954			**$227.32**
WILLDAN ENGINEERING	INVOICE	07/02/2024	JUN24 BLDG & SAFEY INSPECT SVC	002-32029	$15,350.00	
	EFT	07/18/2024	EFT NUMBER 7862			**$15,350.00**
WILLDAN FINANCIAL SERVICES	INVOICE	06/28/2024	JUL-SEP 2024 ADMIN CONSULTING SVCS	010-58787	$12,598.20	
	INVOICE	06/28/2024	JUL-SEP 2024 ADMIN CONSULTING SVCS	010-58789	$8,929.04	
	INVOICE	06/28/2024	CFD 2000-1 JUL-SEP 2024 ADMIN CONSULTING SVCS	010-58788	$4,176.75	
	INVOICE	07/01/2024	06/28/24 S&P RATE UPGRADE NOTICES	010-58848	$1,000.00	
	EFT	07/02/2024	EFT NUMBER 7740			**$26,703.99**
	INVOICE	07/23/2024	FY24 PHASE 2-REMINDER LETTERS MAILED 06/18/24	010-58907	$4,928.72	
	EFT	07/31/2024	EFT NUMBER 7955			**$4,928.72**
WITTMAN ENTERPRISES LLC	INVOICE	07/01/2024	JUNE 2024 BILLING SERVICE	24060699	$8,338.00	
	EFT	07/18/2024	EFT NUMBER 7863			**$8,338.00**
WOODARD & CURRAN, INC.	INVOICE	07/05/2024	6.24 STATE GRANT PROGRAM	236210	$550.00	
	EFT	07/18/2024	EFT NUMBER 7864			**$550.00**
YARY SPORTS LTD.	INVOICE	06/27/2024	CCPD INDIVIDUAL IMAGES (PERSONNEL)	11676	$340.00	
	CHECK	07/02/2024	CHECK NUMBER 10014199			**$340.00**
YUNEX, LLC	INVOICE	06/27/2024	MAY24 TRAF SIGNAL MAINTENANCE	90002310	$3,795.00	
	INVOICE	06/28/2024	68900/6800 VISTA CHINO ISNS	90002326	$9,974.60	
	INVOICE	06/28/2024	DINAHSHORE/CATH VILLAGE ISNS	90002327	$3,579.80	
	INVOICE	06/28/2024	35900/27900 DATE PALM ISNS	90002328	$9,817.20	
	INVOICE	06/28/2024	MAY24 TRAF SIGNAL CALL OUTS	5610002487	$14,367.13	
	INVOICE	07/03/2024	RAMON/WHSPR TRLS WIRE PULL	5610002547	$5,930.77	
	INVOICE	07/03/2024	RAMON/CATCYN WIRE PULL	5610002546	$27,445.30	
	INVOICE	07/08/2024	JUN24 TRAF SIGNAL MAINTENANCE	90002410	$3,795.00	
	INVOICE	07/08/2024	DATEPALM/GERFORD REPL DUAL MTR	5610002612	$7,950.74	
	INVOICE	07/08/2024	JUN24 TRAF SIGNAL CALL OUTS	5610002611	$6,454.50	
	EFT	07/18/2024	EFT NUMBER 7865			**$93,110.04**
Z&K CONSULTANTS	INVOICE	06/01/2024	5.24 HSIP 9A SIGNAL IMPROVEMENTS	2231.1	$180.00	
	CHECK	07/31/2024	CHECK NUMBER 10014321			**$180.00**
ZOLL MEDICAL CORP.	INVOICE	06/13/2024	9/1/24-8/31/25 PREVENTIVE MAINT. AGREEMENT	90101304	$2,380.00	
	EFT	07/02/2024	EFT NUMBER 7741			**$2,380.00**
	INVOICE	06/19/2024	ECG RECTANGULAR ELECTRODES, THERMAL PAPER	3994537	$275.60	
	INVOICE	06/24/2024	ECG RECTANGULAR ELECTRODES	3997763	$381.21	
	INVOICE	07/02/2024	PEDIATRIC ADHESIVE SENSORS, THERMAL PAPER	4003316	$814.98	
	EFT	07/18/2024	EFT NUMBER 7866			**$1,471.79**
	INVOICE	07/10/2024	RAINBOW DCI, PEDIATRIC ADHESIVE SENSORS	4007250	$1,413.53	
	INVOICE	07/11/2024	THERMAL PAPER, TSI, BPA-FREE	4008831	$34.28	
	INVOICE	07/17/2024	ECG RECTANGULAR ELECTRODES	4012140	$171.37	
	EFT	07/31/2024	EFT NUMBER 7956			**$1,619.18**
	DEMAND MONTHLY TOTALS				**$23,868,813.51**	**$23,868,813.51**

	DISTRIBUTION SUMMARY		
FUND 100	**GENERAL FUND**		
	100-100-150-150-8200-8209	SPECIAL REVENUE EXPENDITURES	$33,948.23
	100-100-150-150-3320-3331	COMMUNITY DEVELOPMENT DEPOSITS	$33,948.23
	100-100-150-150-6500-6529	PLANNING PLAN REVIEW	($33,948.23)
	100-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$56,807.72
	100-100-150-157-8600-8610	LEGAL FEES	$29,941.97
	100-300-310-314-8500-8503	INTERNET	$1,149.94
	100-300-310-314-8500-8502	TELEPHONE	$1,235.28
	100-100-140-141-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$41,753.47
	100-900-910-911-8700-8706	MEMBERSHIPS	$30,515.21
	100-100-130-142-8300-8301	MAINTENANCE AND OPERATIONS	$479,669.21
	100-100-140-141-8300-8301	MAINTENANCE AND OPERATIONS	$575.90
	100-100-150-157-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$780.00
	100-100-140-141-8200-8201	MATERIALS & SUPPLIES	$290.79
	100-100-150-150-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$2,100.00
	100-100-130-132-8600-8621	PRE-EMPLOYMENT SERVICES	$2,627.74
	100-100-130-142-8200-8201	MATERIALS & SUPPLIES	$206.45
	100-400-480-481-8500-8501	ELECTRIC	$27,743.41
	100-400-410-411-8500-8501	ELECTRIC	$184.20
	100-400-410-411-8500-8505	STREET UTILITIES INTERIOR	$11,959.49
	100-500-510-511-8500-8501	ELECTRIC	$8,573.26
	100-500-510-511-9400-9416	TFR OUT 261 LAND/LIGHT DIST	$25,226.57
	100-300-330-332-8400-8401	FLEET MAINTENANCE & OPERATIONS	$55,691.97
	100-300-330-332-8200-8217	UNIFORMS AND SAFETY GEAR	$1,054.41
	100-300-330-332-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$3,789.00
	100-300-330-331-8300-8301	MAINTENANCE AND OPERATIONS	$11,247.70
	100-300-330-334-8400-8401	FLEET MAINTENANCE & OPERATIONS	$4,709.11
	100-300-330-331-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$2,780.00
	100-300-330-331-8200-8223	NONCAPITAL FURNITURE&FIXTURES	$7,134.69
	100-300-330-331-8700-8706	MEMBERSHIPS	$500.00
	100-300-330-334-8200-8216	SHOP SUPPLIES	$11,796.03
	100-300-330-334-8200-8201	MATERIALS & SUPPLIES	$5,700.12
	100-300-330-332-8200-8223	NONCAPITAL FURNITURE&FIXTURES	$3,652.67
	100-300-330-334-8300-8301	MAINTENANCE AND OPERATIONS	$3,681.81
	100-300-330-331-8200-8201	MATERIALS & SUPPLIES	$2,454.01
	100-300-330-332-8200-8201	MATERIALS & SUPPLIES	$6,617.66
	100-100-110-111-8650-8658	COMMUNITY ASSISTANCE	$806.59
	100-300-330-332-8200-8218	SMALL TOOLS	$208.02
	100-300-330-334-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$138,543.76
	100-300-330-332-8300-8301	MAINTENANCE AND OPERATIONS	$9,375.22
	100-300-330-331-8500-8503	INTERNET	$1,172.11
	100-300-330-332-8700-8701	CONFERENCE/MEETING/TRAINING	$214.00
	100-300-330-332-8200-8222	NONCAPITAL EQUIP - OTHER	$9,902.65
	100-300-330-331-8200-8228	PRINTING	$1,771.54
	100-100-150-155-8400-8401	FLEET MAINTENANCE & OPERATIONS	$453.70
	100-100-150-155-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$20,152.15
	100-100-150-155-8200-8201	MATERIALS & SUPPLIES	$490.23
	100-300-310-314-8200-8201	MATERIALS & SUPPLIES	$30.96
	100-300-310-314-8300-8301	MAINTENANCE AND OPERATIONS	$80,967.18
	100-300-310-314-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$3,494.00
	100-100-140-141-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$4,775.53
	100-300-310-311-8300-8301	MAINTENANCE AND OPERATIONS	$4,086.12
	100-900-910-911-8300-8301	MAINTENANCE AND OPERATIONS	$5,340.56
	100-100-150-157-8400-8401	FLEET MAINTENANCE & OPERATIONS	$4,655.11
	100-100-150-156-8400-8401	FLEET MAINTENANCE & OPERATIONS	$432.00
	100-400-480-481-8400-8401	FLEET MAINTENANCE & OPERATIONS	$300.00
	100-100-130-142-8400-8401	FLEET MAINTENANCE & OPERATIONS	$100.00
	100-900-910-911-8400-8401	FLEET MAINTENANCE & OPERATIONS	$348.00
	100-100-130-142-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$84,677.26
	100-100-130-142-8700-8706	MEMBERSHIPS	$520.00
	100-400-410-411-8200-8220	ADVERTISING	$1,235.40
	100-400-410-411-8300-8301	MAINTENANCE AND OPERATIONS	$36,256.08
	100-100-140-141-8200-8220	ADVERTISING	$1,088.43
	100-100-150-155-8200-8220	ADVERTISING	$174.66
	100-900-910-911-8500-8502	TELEPHONE	$35.00
	100-400-480-481-8200-8201	MATERIALS & SUPPLIES	$2,757.27
	100-300-310-311-8200-8201	MATERIALS & SUPPLIES	$1,893.41
	100-300-310-312-8400-8403	FLEET FUEL	$1,076.80
	100-100-130-132-8300-8301	MAINTENANCE AND OPERATIONS	$418.85
	100-100-110-111-8300-8301	MAINTENANCE AND OPERATIONS	$243.85
	100-100-130-134-8300-8301	MAINTENANCE AND OPERATIONS	$243.85
	100-100-130-131-8300-8301	MAINTENANCE AND OPERATIONS	$243.85

100-100-130-133-8300-8301	MAINTENANCE AND OPERATIONS	$243.85
100-100-150-156-8300-8301	MAINTENANCE AND OPERATIONS	$219.31
100-100-130-135-8300-8301	MAINTENANCE AND OPERATIONS	$63.75
100-100-150-152-8300-8301	MAINTENANCE AND OPERATIONS	$63.75
100-100-150-155-8300-8301	MAINTENANCE AND OPERATIONS	$63.75
100-100-150-157-8300-8301	MAINTENANCE AND OPERATIONS	$723.42
100-900-910-911-8200-8201	MATERIALS & SUPPLIES	$180.50
100-900-910-911-8200-8219	POSTAGE SHIPPING AND FREIGHT	$5,000.00
100-100-150-152-8200-8201	MATERIALS & SUPPLIES	$365.24
100-100-150-157-8200-8201	MATERIALS & SUPPLIES	$272.24
100-000-000-000-3150-3164	USE TAX PAYABLE - CITY	($20.94)
100-000-000-000-3120-3122	FEDERAL INCOME TAX PAYABLE	$383,658.29
100-000-000-000-3120-3123	SOC SECURITY TAX PAYABLE	$2,263.90
100-000-000-000-3120-3125	MEDICARE TAX PAYABLE	$94,806.83
100-000-000-000-3120-3132	GARNISHMENTS	$5,816.24
100-000-000-000-3120-3138	ICMA 457 DEF COMP	$116,947.25
100-000-000-000-3120-3144	ICMA 401(A) DEF COMP	$27,271.21
100-000-000-000-3120-3146	ICMA ROTH 457 DEF COMP	$2,313.22
100-000-000-000-3120-3124	STATE INCOME TAX PAYABLE	$156,045.09
100-000-000-000-3120-3126	PERS CONTRIBUTION	$653,023.54
100-300-310-311-8200-8219	POSTAGE SHIPPING AND FREIGHT	$68.83
100-300-310-311-8500-8506	TRASH/OTHER UTILITIES	$69.67
100-100-110-111-8800-8802	INFRASTRUCTURE	$35,600.00
100-100-130-142-8300-8326	EQUIPMENT LEASES	$19,993.68
100-100-130-142-8500-8503	INTERNET	$9,169.82
100-100-130-142-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$4,832.50
100-100-130-142-8500-8506	TRASH/OTHER UTILITIES	$315.35
100-400-410-411-8500-8503	INTERNET	$60.03
100-100-130-142-8500-8502	TELEPHONE	$4,835.75
100-300-310-311-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$1,821.78
100-100-150-152-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$3,134.66
100-300-330-335-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$2,538.48
100-300-330-335-8200-8222	NONCAPITAL EQUIP - OTHER	$258.78
100-100-150-152-8600-8610	LEGAL FEES	$3,599.86
100-100-130-132-8600-8610	LEGAL FEES	$9,787.69
100-100-130-132-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$9,795.70
100-100-130-132-8700-8706	MEMBERSHIPS	$6,370.00
100-100-130-132-8700-8701	CONFERENCE/MEETING/TRAINING	$11,287.00
100-400-480-481-8300-8301	MAINTENANCE AND OPERATIONS	$115,481.46
100-000-000-000-3120-3130	SECTION 125 BENEFIT PLANS	$19,447.96
100-300-310-312-8200-8201	MATERIALS & SUPPLIES	$873.00
100-300-310-312-8300-8301	MAINTENANCE AND OPERATIONS	$241.04
100-300-310-312-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$12,324.62
100-300-310-312-8400-8401	FLEET MAINTENANCE & OPERATIONS	$21,454.34
100-300-310-312-8400-8405	FLEET LEASES	$8,017.44
100-300-310-312-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$800.00
100-300-310-312-8200-8216	SHOP SUPPLIES	$8,296.19
100-400-410-411-8200-8201	MATERIALS & SUPPLIES	$2,311.81
100-400-410-411-8400-8401	FLEET MAINTENANCE & OPERATIONS	$463.61
100-000-000-000-3150-3162	USE TAX PAYABLE - STATE	($60.83)
100-000-000-000-3150-3163	USE TAX PAYABLE - COUNTY	($4.20)
100-000-000-000-2120-2124	PREPAID EXPENSES	$101.42
100-100-150-155-8600-8610	LEGAL FEES	$471.49
100-100-130-131-8200-8201	MATERIALS & SUPPLIES	$70.55
100-100-130-133-8600-8610	LEGAL FEES	$1,980.26
100-100-130-133-8200-8220	ADVERTISING	$8,006.75
100-100-130-133-8200-8209	SPECIAL REVENUE EXPENDITURES	$53,200.00
100-100-130-133-8200-8201	MATERIALS & SUPPLIES	$173.71
100-100-130-133-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$55,243.50
100-100-130-133-8650-8657	SPONSORSHIPS	$1,000.00
100-400-410-411-8500-8504	WATER	$2,004.52
100-400-480-481-8500-8504	WATER	$5,689.05
100-400-480-481-8500-8508	SOLAR	$37,202.30
100-400-480-481-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$66,347.38
100-400-480-481-8500-8503	INTERNET	$60.06
100-500-510-513-8300-8301	MAINTENANCE AND OPERATIONS	$5,440.60
100-900-910-911-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$16,115.00
100-300-330-331-8200-8219	POSTAGE SHIPPING AND FREIGHT	$15.42
100-900-910-911-8300-8327	CREDIT CARD FEES	$9,273.38
100-900-910-911-6800-6802	INTEREST TO BE ALLOCATED	$601.89
100-100-130-131-8700-8706	MEMBERSHIPS	$2,400.00
100-100-130-131-8700-8701	CONFERENCE/MEETING/TRAINING	$1,400.00
100-500-510-511-8500-8504	WATER	$26,463.18

	100-500-510-511-8200-8201	MATERIALS & SUPPLIES	$4,249.00
	100-100-150-156-8800-8802	INFRASTRUCTURE	$347.82
	100-100-140-141-8600-8610	LEGAL FEES	$1,131.58
	100-900-910-911-8650-8663	TOT SHARING AGREEMENT	$682,976.65
	100-300-310-311-8600-8610	LEGAL FEES	$16,646.93
	100-900-910-911-6500-6533	ADMIN SUPPORT REIMBURSEMENT	($342.01)
	100-100-130-135-8200-8219	POSTAGE SHIPPING AND FREIGHT	$32.27
	100-100-130-134-8200-8219	POSTAGE SHIPPING AND FREIGHT	$36.02
	100-400-480-481-8500-8509	GAS	$587.56
	100-100-150-156-8500-8503	INTERNET	$80.02
	100-100-150-157-8500-8503	INTERNET	$447.63
	100-100-150-155-8500-8503	INTERNET	$80.02
	100-300-310-311-8500-8503	INTERNET	$4,386.96
	100-300-310-313-8300-8301	MAINTENANCE AND OPERATIONS	$6,109.72
	100-300-310-313-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$6,146.12
	100-300-310-313-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$164.00
	100-100-110-113-8650-8658	COMMUNITY ASSISTANCE	$15,500.00
	100-100-130-135-8600-8610	LEGAL FEES	$8,160.61
	100-100-150-151-8700-8706	MEMBERSHIPS	$25,000.00
	100-100-150-151-8300-8301	MAINTENANCE AND OPERATIONS	$503.13
	100-100-130-135-8200-8220	ADVERTISING	$3,400.00
	100-100-130-135-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$22,359.00
	100-100-130-134-8200-8201	MATERIALS & SUPPLIES	$314.99
	100-300-330-331-8600-8610	LEGAL FEES	$282.89
	100-100-150-157-8700-8701	CONFERENCE/MEETING/TRAINING	$1,090.00
	100-100-150-157-8200-8228	PRINTING	$96.79
	100-300-330-335-8200-8201	MATERIALS & SUPPLIES	$22.83
	100-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$1,750.00
	100-100-121-121-8600-8610	LEGAL FEES	$15,370.63
	100-500-510-511-8300-8301	MAINTENANCE AND OPERATIONS	$9,772.91
	100-500-510-513-8200-8201	MATERIALS & SUPPLIES	$247.69
	100-100-150-156-8600-8610	LEGAL FEES	$118.00
	100-300-310-312-8010-8011	REGULAR SALARIES	$6,469.92
	100-300-310-311-8700-8706	MEMBERSHIPS	$52,513.00
	100-300-310-311-8700-8701	CONFERENCE/MEETING/TRAINING	$1,165.00
	100-300-310-311-8700-8708	POST REIMBURSABLE TRAINING	$1,637.00
	100-300-310-311-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$1,655.00
	100-300-310-311-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$189.35
	100-300-310-317-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$24,291.14
	100-900-910-911-6400-6411	ANIMAL LICENSES	($4,052.00)
	100-300-310-311-8500-8502	TELEPHONE	$227.19
	100-100-130-134-8600-8610	LEGAL FEES	$282.89
	100-100-130-134-8200-8228	PRINTING	$12,832.50
	100-100-130-134-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$7,386.30
	100-100-130-134-8200-8221	NONCAPITAL EQUIP - COMPUTERS	$11,327.40
	FUND 100 SUB-TOTAL		$4,293,343.53
FUND 233	**TRAFFIC SAFETY**		
	233-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$139.05
	233-900-910-911-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$3,580.94
	FUND 233 SUB-TOTAL		$3,719.99
FUND 236	**PUBLIC EDUC & GOVT ACCESS**		
	236-900-910-911-8200-8201	MATERIALS & SUPPLIES	$120.11
	236-900-910-911-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$2,028.50
	FUND 236 SUB-TOTAL		$2,148.61
FUND 240	**TRANSPORTATION DEVELOPMENT ACT**		
	240-100-150-156-8800-8802	INFRASTRUCTURE	$80,946.44
	FUND 240 SUB-TOTAL		$80,946.44
FUND 241	**GAS TAX / HIGHWAY USERS TAX**		
	241-400-460-461-8500-8501	ELECTRIC	$20.50
	241-400-460-461-8500-8504	WATER	$499.13
	241-400-460-461-8300-8301	MAINTENANCE AND OPERATIONS	$27,610.00
	241-400-460-461-8400-8401	FLEET MAINTENANCE & OPERATIONS	$910.25
	241-400-460-461-8200-8201	MATERIALS & SUPPLIES	$1,278.93
	241-400-460-461-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$11,004.00
	241-400-460-461-8200-8217	UNIFORMS AND SAFETY GEAR	$143.92
	FUND 241 SUB-TOTAL		$41,466.73
FUND 243	**MEASURE A TRANSPORTATION**		
	243-100-150-156-8800-8802	INFRASTRUCTURE	$84,693.56
	243-400-460-461-8500-8505	STREET UTILITIES INTERIOR	$6,240.45
	243-400-460-461-8500-8501	ELECTRIC	$20.49
	243-400-460-461-8500-8504	WATER	$420.13
	243-400-460-461-8300-8301	MAINTENANCE AND OPERATIONS	$35,200.00
	243-400-460-461-8400-8401	FLEET MAINTENANCE & OPERATIONS	$910.24

	243-400-460-461-8200-8201	MATERIALS & SUPPLIES	$1,278.92
	243-400-460-461-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$18,046.20
	243-400-460-461-8200-8217	UNIFORMS AND SAFETY GEAR	$143.88
	243-400-410-411-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$85,520.04
	FUND 243 SUB-TOTAL		$232,473.91
FUND 246	**SOLID WASTE/RECYCLING**		
	246-900-910-911-8300-8301	MAINTENANCE AND OPERATIONS	$46,167.86
	246-900-910-911-8700-8706	MEMBERSHIPS	$400.00
	246-900-910-911-8600-8620	ENVIRONMENTAL SERVICES	$20,392.86
	246-000-000-000-2120-2124	PREPAID EXPENSES	$107.14
	246-900-910-911-8650-8658	COMMUNITY ASSISTANCE	$5,099.00
	246-900-910-911-8300-8302	MAJOR REPAIRS AND REPLACEMENTS	$7,962.69
	246-900-910-911-8200-8209	SPECIAL REVENUE EXPENDITURES	$7,307.53
	246-900-910-911-8200-8201	MATERIALS & SUPPLIES	$6,502.50
	246-900-910-911-8200-8228	PRINTING	$929.58
	FUND 246 SUB-TOTAL		$94,869.16
FUND 247	**POLICE GRANTS**		
	247-300-310-311-8200-8209	SPECIAL REVENUE EXPENDITURES	$841.57
	FUND 247 SUB-TOTAL		$841.57
FUND 248	**ROAD REHAB & MAINT ACT**		
	248-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$298,794.75
	248-100-150-156-8800-8802	INFRASTRUCTURE	$118,647.89
	FUND 248 SUB-TOTAL		$417,442.64
FUND 251	**COMM DEV BLOCK GRANT**		
	251-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$278.00
	251-100-150-156-8800-8802	INFRASTRUCTURE	$59,705.50
	251-900-910-911-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$4,135.73
	FUND 251 SUB-TOTAL		$64,119.23
FUND 255	**POLICE NON-GRANT**		
	255-300-310-311-8200-8209	SPECIAL REVENUE EXPENDITURES	$30,138.33
	FUND 255 SUB-TOTAL		$30,138.33
FUND 261	**LANDSCAPE & LIGHTING DISTRICTS**		
	261-500-510-511-8500-8501	ELECTRIC	$568.43
	261-500-510-511-7300-7301	TFR IN 100 GENERAL FUND	($25,226.57)
	261-500-510-511-8500-8505	STREET UTILITIES INTERIOR	$3,686.01
	261-500-510-511-8500-8507	STREET UTILITIES ARTERIAL	$2,490.19
	261-500-510-511-8300-8301	MAINTENANCE AND OPERATIONS	$29,887.12
	261-500-510-511-8500-8504	WATER	$10,148.95
	261-500-510-511-8600-8604	ADMIN CONSULTING SERVICES	$8,929.04
	FUND 261 SUB-TOTAL		$30,483.17
FUND 272	**TRANSPORTATION**		
	272-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$30.49
	FUND 272 SUB-TOTAL		$30.49
FUND 331	**CAPITAL PROJECTS**		
	331-100-150-156-8200-8232	SUCCESSOR AGENCY EXPENDITURES	$107.97
	331-100-150-156-8800-8802	INFRASTRUCTURE	$2,949,536.17
	331-100-150-156-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$32,177.44
	331-100-150-156-8200-8231	FEDERAL GRANT EXPENDITURES	$292.15
	331-100-150-155-8200-8209	SPECIAL REVENUE EXPENDITURES	$13,133.96
	FUND 331 SUB-TOTAL		$2,995,247.69
FUND 347	**ASSESSMENT DIST 88-3 CAPITAL**		
	347-100-150-156-8800-8802	INFRASTRUCTURE	$255,847.25
	FUND 347 SUB-TOTAL		$255,847.25
FUND 352	**ASSESSMENT DIST 03-01 CAPITAL**		
	352-100-150-156-8800-8802	INFRASTRUCTURE	$25,413.96
	FUND 352 SUB-TOTAL		$25,413.96
FUND 354	**ASSESSMENT DIST 04-02 CAPITAL**		
	354-100-150-156-8800-8802	INFRASTRUCTURE	$77,048.80
	FUND 354 SUB-TOTAL		$77,048.80
FUND 448	**ASSESSMENT DIST 96-1 DEBT SVC**		
	448-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$5,111.50
	FUND 448 SUB-TOTAL		$5,111.50
FUND 449	**ASSESSMENT DIST 01-01 DEBT SVC**		
	449-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$874.28
	FUND 449 SUB-TOTAL		$874.28
FUND 451	**COMM FAC DIST 00-01 DEBT SVC**		
	451-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$4,668.99
	FUND 451 SUB-TOTAL		$4,668.99
FUND 452	**ASSESSMENT DIST 03-01 DEBT SVC**		
	452-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$1,779.18
	FUND 452 SUB-TOTAL		$1,779.18
FUND 453	**ASSESSMENT DIST 04-01 DEBT SVC**		
	453-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$3,471.31

	FUND 453 SUB-TOTAL		$3,471.31
FUND 454	**ASSESSMENT DIST 04-02 DEBT SVC**		
	454-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$5,798.41
	FUND 454 SUB-TOTAL		$5,798.41
FUND 491	**PUBLIC FIN AUTH DEBT SVC**		
	491-000-000-000-1130-1133	CASH WITH FISCAL AGENT	$4,053,030.27
	FUND 491 SUB-TOTAL		$4,053,030.27
FUND 530	**REDEVELOPMENT OBLIG RETIRE**		
	530-900-910-911-8600-8604	ADMIN CONSULTING SERVICES	$1,000.00
	530-900-910-911-8600-8603	TRUSTEE FEES	$5,500.00
	FUND 530 SUB-TOTAL		$6,500.00
FUND 536	**2014 TAB REFUNDING**		
	536-000-000-000-1130-1133	CASH WITH FISCAL AGENT	$4,406,978.47
	FUND 536 SUB-TOTAL		$4,406,978.47
FUND 561	**SUCCESSOR TO HOUSING FUNCTION**		
	561-900-910-911-8600-8601	PROFESSIONAL & TECHNICAL SVCS	$60,365.25
	561-900-910-911-8300-8301	MAINTENANCE AND OPERATIONS	$1,475.00
	FUND 561 SUB-TOTAL		$61,840.25
FUND 611	**EQUIPMENT REPLACEMENT**		
	611-000-000-000-2120-2126	FUEL - CNG	$774.10
	611-000-000-000-2110-2123	FUEL - LIQUID	$32,538.49
	611-000-000-000-8800-8807	VEHICLES	$1,450.94
	FUND 611 SUB-TOTAL		$34,763.53
FUND 612	**INSURANCE**		
	612-100-122-122-8300-8303	PROPERTY INSURANCE	$1,109,243.59
	612-100-122-122-8300-8305	GENERAL CLAIMS & JUDGMENTS	$2,739.00
	612-100-122-122-8600-8610	LEGAL FEES	$3,015.15
	612-100-122-122-8020-8032	MEDICAL INSURANCE-ACTIVE	$315,543.21
	612-100-122-122-8020-8041	MEDICAL INSURANCE-RETIREE	$26,645.57
	612-100-122-122-8020-8021	PERS	$2,559,578.00
	612-100-122-122-8020-8029	LIFE INSURANCE	$21,541.91
	612-100-122-122-8300-8304	LIABILITY INSURANCE	$1,779,255.00
	612-100-122-122-8020-8033	WORKERS COMP INSURANCE	$714,637.00
	612-100-122-122-8020-8031	SHORT TERM DISABILITY INSURANC	$11,884.44
	612-100-122-122-8020-8030	LONG TERM DISABILITY INSURANCE	$3,393.36
	612-100-122-122-8020-8027	DENTAL INSURANCE-ACTIVE	$14,602.49
	612-100-122-122-8020-8039	DENTAL INSURANCE-RETIREE	$9,511.36
	612-100-122-122-8020-8028	VISION INSURANCE-ACTIVE	$2,832.66
	612-100-122-122-8020-8040	VISION INSURANCE-RETIREE	$2,129.70
	612-100-122-122-8200-8201	MATERIALS & SUPPLIES	$1,589.81
	FUND 612 SUB-TOTAL		$6,578,142.25
FUND 711	**SPECIAL DEPOSITS**		
	711-000-000-000-3320-3323	DEPOSITS ACH INTRANSIT	$9,448.70
	711-000-000-000-3320-3329	BSA FEE	$1,479.00
	711-000-000-000-3320-3326	MSHCP FEE	$9,200.00
	711-000-000-000-3320-3324	SMIP FEE	$2,042.19
	711-000-000-000-3320-3336	STATE CASP FEE	$294.69
	FUND 711 SUB-TOTAL		$22,464.58
FUND 999	**SUSPENSE**		
	999-000-000-000-3110-3110	P-CARD PAYABLE	$37,808.99
	FUND 999 SUB-TOTAL		$37,808.99
	TOTAL		**$23,868,813.51**

CREDIT CARD STATEMENTS ATTACHED:

EMPLOYEES

ANNE AMBROSE
KEVIN BIERSACK
MICHAEL CONTRERAS
GEORGE CRUM
ANDREW FIRESTINE
CHRISTINA HARRISON
RYAN HUNT
SANDRA MOLINA
JENNIFER NELLIS
DEANNA PRESSGROVE
CRAIG SANBORN
EUGENIA TORRES
STEPHEN TUMIR
ROBERT WILLIAMS

CREDIT CARD STATEMENTS WITH ZERO BALANCE:

EMPLOYEES

JOHN CORELLA
TRACEY HERMOSILLO
MARK NOVY
JEREMY POWERS

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY ANNE AMBROSE
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$4,515

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$485.00
Current Payment Due (Minimum Payment)	**$25.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$84.00
Credits	-	$0.00
Payments	-	$84.00
Purchases & Other Charges	+	$485.00
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$485.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $485.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

5596 0012 YTG 1 7 9 240715 0 PAGE 1 of 4 10 8891 0300 BYTC 01D05596

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/29	06/29	1527021J501JRYG5F	LINKEDIN JOB 970419164 MOUNTAIN VIEW CA		485.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	84.00	

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY KEVIN BIERSACK
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$17,500
Available Credit	$9,065

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$8,434.84
Current Payment Due (Minimum Payment)	**$168.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$4,664.28
Credits	-	$0.00
Payments	-	$4,664.28
Purchases & Other Charges	+	$8,434.84
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$8,434.84

Wells Fargo Cash Back SM Program Summary

Previous Cash Back Balance		$506.12
Cash Earned this Month		$126.52
Trades From Other Company Cards		$298.74
Bonus/Adjustments		$0.00
Cash Back Balance	=	$931.38
Cash Awarded this Period		$0.00
Year to Date Cash Back Awarded		$1,944.06

Cash Back Notice

Your next cash back reward is scheduled for 09/2024. Use your Business Card for all of your business expenses plus everyday purchases and get 1.5% Cash Back.

5596 0012 YTG 1 7 9 240715 0 PAGE 1 of 4 1 0 8891 0300 BXIC 01D05596 3976

WELLS FARGO

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $8,434.84 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

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Transaction Details

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
06/18	06/18	5550629HV0590L71A	CALIFORNIA BUILDING OF SACRAMENTO CA		1,075.00
06/18	06/18	7541823HS5WP1AW0G	B&H PHOTO 800-606-6969 NEW YORK NY		3,118.94
06/20	06/20	7541823HW5WVJ0DP7	B&H PHOTO 800-606-6969 NEW YORK NY		292.53
06/20	06/20	7541823HW5WV57314	B&H PHOTO 800-606-6969 NEW YORK NY		1,568.93
07/01	07/01	5542135J8VAL9ZJ6D	CITY OF CATHEDRAL CITY CATHEDRAL CIT CA		102.75
07/01	07/01	7541823J75XJJ4PAF	WEB*MYDOMAIN.COM BURLINGTON MA		16.99
07/09	07/09	7542817JGVGF3NTKG	SELECT TECH 931-6848964 TN		1,159.70
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	4,664.28	
07/12	07/12	0541019JJ2LRQ5TRM	TARGET 00003079 CATHEDRAL CIT CA		250.00
07/12	07/12	0541019JJ2LRQ5TRX	TARGET 00003079 CATHEDRAL CIT CA		700.00
07/12	07/12	0541019JJ2LRQ5TT5	TARGET 00003079 CATHEDRAL CIT CA		150.00

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY MICHAEL CONTRERAS
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$3,414

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$1,566.45
Current Payment Due (Minimum Payment)	**$31.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$1,743.12
Credits	-	$501.00
Payments	-	$1,242.12
Purchases & Other Charges	+	$1,566.45
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$1,566.45

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $1,566.45 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/27	06/27	5543286J35ZMAQWWM	D J*WALL-ST-JOURNAL 800-568-7625 NJ		2.00
07/01	07/01	5543286J861BWMNGE	UNITED 01623891852715 UNITED.COM TX	501.00	
			VONDRISKA/JUSTIN		
		07/23/24 1	ONTARIO DENVER		
		07/23/24 2	DENVER MINNEAPOLIS		
		07/26/24 3	MINNEAPOLIS DENVER		
		07/26/24 4	DENVER ONTARIO		
07/02	07/02	8270477J8QDJEDLTL	SWISS DONUTS 5 CATHEDRALCTY CA		25.84
07/06	07/06	5550036JD0L7DLGPG	CURB LONG IS TAXI QUEENS NY		38.87
07/07	07/07	7536943JDV3DX7NT7	THE UPS STORE 0681 CAMBRIDGE MA		36.66
07/08	07/08	5548382JF00PGMFTX	SAMSCLUB.COM 888-746-7726 AR		291.04
07/08	07/08	5543687JF503D9MS3	DOUBLETREE STE BOSTON BOSTON MA		300.00
		CHECK-IN 07/08/24	FOLIO #1291204		
07/08	07/08	5543687JF503D9P0E	DOUBLETREE STE BOSTON BOSTON MA		615.58
		CHECK-IN 07/06/24	FOLIO #1291833		
07/09	07/09	0269935JG00KAPT1F	WHOLEFDS RVR 10113 CAMBRIDGE MA		17.18
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,242.12	
07/10	07/10	5543286JH5SM45JD0	TST* SALONIKI - HARVAR CAMBRIDGE MA		14.14
07/12	07/12	5543687JK3SWKHXR2	RIVERSIDE RESTAURANT A CAMBRIDGE MA		37.88
07/14	07/14	0541019JL20F0GT4G	FEDEX OFFIC18200001826 CAMBRIDGE MA		0.48
07/14	07/14	0541019JL20F0GT61	FEDEX OFFIC18200001826 CAMBRIDGE MA		170.36
07/14	07/14	5543286JM5VTL8RP7	10275 CAVA HARVARD SQU CAMBRIDGE MA		16.42

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY GEORGE CRUM
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$4,923

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$16.99
Current Payment Due (Minimum Payment)	**$16.99**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$16.99
Credits	-	$0.00
Payments	-	$16.99
Purchases & Other Charges	+	$16.99
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$16.99

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $16.99 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/20	06/20	5543286HW5XN0JZ35	PALM SP DESERT SUN 888-426-0491 IN		16.99
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	16.99	

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY ANDREW FIRESTINE
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$2,766

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$2,188.01
Current Payment Due (Minimum Payment)	**$43.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$5,084.79
Credits	-	$0.00
Payments	-	$5,084.79
Purchases & Other Charges	+	$2,188.01
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$2,188.01

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $2,188.01 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/17	06/17	8514051HVS66D8YHM	IAPMO ONTARIO CA		350.00
06/17	06/17	5550629HS04VZWAH3	CALIFORNIA BUILDING OF SACRAMENTO CA		1,350.00
06/18	06/18	5543286HS5X23QLHS	INT'L CODE COUNCIL INC 888-422-7233 IL		206.63
06/26	06/26	7530637J255VTX4GX	MUNICIPAL MANAGEMENT A 877-3147080 CA		125.00
06/26	06/26	8535335J3QQQB6LSS	APA 3124319100 IL		102.38
07/09	07/09	5550036JF0MZXNYME	STATEFOODSAFETYCOM ORLANDO FL		27.00
07/09	07/09	5550036JF0MZXNYPT	STATEFOODSAFETYCOM ORLANDO FL		27.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	5,084.79	

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WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY CHRISTINA HARRISON
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$4,587

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$413.00
Current Payment Due (Minimum Payment)	**$25.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$4,654.37
Credits	-	$0.00
Payments	-	$4,654.37
Purchases & Other Charges	+	$413.00
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$413.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $413.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/12	06/15	5265384HN1Z2WLFB2	PAYPAL *CVAG CVAG 4029357733 CA		103.00
06/21	06/21	1230202HX008SGKVK	AFP*CITY CLERKS ASSOCI SACRAMENTO CA		250.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	4,654.37	
07/12	07/12	5550629JK0TPLSE19	LEAGUE OF CALIFORNIA C SACRAMENTO CA		60.00

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY RYAN HUNT
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$7,500
Available Credit	$6,666

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$833.17
Current Payment Due (Minimum Payment)	**$25.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$3,952.44
Credits	-	$0.00
Payments	-	$3,952.44
Purchases & Other Charges	+	$833.17
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$833.17

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $833.17 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

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WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/14	06/15	5548077HN015LGWF9	CLOUD COVER MUSIC EL SEGUNDO CA		29.95
06/16	06/16	5543286HR5WDWJPGS	PALM SP DESERT SUN 888-426-0491 IN		18.11
06/27	06/27	5288034J522DL6TS5	PP*EB LEADERSHIP COACH 4029357733 CA		81.88
06/30	06/30	5543286J660RE75EE	FACEBK *2KEGJ38282 FB.ME/ADS CA		439.09
07/02	07/02	8513340J9QDF75VNP	PAYPAL *CANVAPTYLIM 35314369001 AU		120.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	3,952.44	
07/12	07/12	5543286JJ5V30EEBK	SQ *CANYON PRINT & SIG GOSQ.COM CA		114.19
07/14	07/14	5548077JL07TF73B9	CLOUD COVER MUSIC EL SEGUNDO CA		29.95

6-12-21

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY SANDRA MOLINA
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	20
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$2,824

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$2,175.83
Current Payment Due (Minimum Payment)	**$43.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$0.00
Credits	-	$0.00
Payments	-	$0.00
Purchases & Other Charges	+	$2,175.83
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$2,175.83

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $2,175.83 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/26	06/26	8230509J30001GV7W	CVENT* APA CALIFORNIA TYSONS CORNER VA		650.00
06/29	06/29	5542036J5VAN950PA	REGENTS UNI OF CAL SAN LA JOLLA CA		508.61
06/29	06/29	5542036J5VAN950RQ	REGENTS UNI OF CAL SAN LA JOLLA CA		508.61
06/29	06/29	5542036J5VAN950TY	REGENTS UNI OF CAL SAN LA JOLLA CA		508.61

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY JENNIFER NELLIS
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$10,000
Available Credit	$2,761

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$6,922.56
Current Payment Due (Minimum Payment)	**$138.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$5,085.62
Credits	-	$0.00
Payments	-	$5,085.62
Purchases & Other Charges	+	$6,922.56
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$6,922.56

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $6,922.56 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/18	06/18	7518117HVS66QTNBX	AIDEN DRY CLEANERS CATHEDRAL CIT CA		145.75
06/20	06/20	5520739HXEV18KNAW	AXON SCOTTSDALE AZ		495.00
06/24	06/24	7545491J1S66J7RVN	EMBASSY SUITES SAN LUI SN LUIS OBISP CA		223.98
		CHECK-IN 06/24/24	FOLIO #1128002		
06/27	06/27	7545491J4S66JKZ2R	EMBASSY SUITES SAN LUI SN LUIS OBISP CA		1,405.28
		CHECK-IN 06/23/24	FOLIO #1128144		
06/28	06/28	7545491J5S66JP0ML	EMBASSY SUITES SAN LUI SN LUIS OBISP CA		1,119.90
		CHECK-IN 06/23/24	FOLIO #1128001		
07/02	07/02	8536943J9SDXJ36J5	AYRES SUITES YORBA LIN YORBA LINDA CA		742.85
		CHECK-IN 07/01/24	FOLIO #3000213649		
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	5,085.62	
07/12	07/12	5543286JL5VFJ7NMF	SPRINGHILL SUITES SAN SAN DIEGO CA		840.60
		CHECK-IN 07/09/24	FOLIO #91428		
07/12	07/12	5543286JL5VFJ7NM7	SPRINGHILL SUITES SAN SAN DIEGO CA		777.60
		CHECK-IN 07/09/24	FOLIO #91427		
07/12	07/12	5543687JK86JVT72M	HILTON HOTELS GLENDALE CA		1,171.60
		CHECK-IN 07/07/24	FOLIO #1299819		

Happy Anniversary



This month marks the anniversary of your Wells Fargo Business Card. We thank you for your business and look forward to serving you for years to come.

How can Wells Fargo help your business? Learn more at **wellsfargo.com/biz**

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY DEANNA PRESSGROVE
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$10,000
Available Credit	$9,259

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$741.00
Current Payment Due (Minimum Payment)	**$25.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$1,756.05
Credits	-	$0.00
Payments	-	$1,756.05
Purchases & Other Charges	+	$741.00
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$741.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $741.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

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WELLS FARGO

Transaction Details

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
07/02	07/02	0543684J9EHS8A258	PY *STORQUEST - CATHED CATHEDRAL CIT CA		741.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,756.05	

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY CRAIG SANBORN
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$5,000

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

Credit Balance	-$258.00

Your account has a credit balance, no payment is due.

Account Summary

Previous Balance		$5,284.35
Credits	-	$450.00
Payments	-	$5,284.35
Purchases & Other Charges	+	$192.00
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	-$258.00

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Transaction Details

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
06/29	06/29	8511205J40002DQ7M	QRTIGER QR CODE SINGAPORE SG		192.00
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	5,284.35	
07/10	07/10	5265384JG1Z5T4YVG	PAYPAL *RED HELMET 4029357733 CA	450.00	

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WELLS FARGO

Notice of Guide to Benefits Updates

This notice includes important information about changes to your Wells Fargo credit card benefits. A summary of the clarifications and changes is included below. Please read this notice carefully and keep a copy for your reference.

Effective September 1, 2024

Changes to the Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement Description of Coverage for Business Elite Mastercard® and Mastercard® Business Card.

1. **In the Baggage Delay Reimbursement section**, the following language has been modified:
   - "We may reimburse You" has been changed to "You are eligible for reimbursement."
   - The words "or administrator" have been removed from **Definitions** of **We**, **Us**, or **Our**.
   - Under **How Long are You Covered**, the sentence "There is no coverage when Checked Baggage is delayed when the Covered Traveler is returning to their point of origin or to a different final destination." has been replaced with: "There is no coverage when Checked Baggage is delayed when the Covered Traveler is returning to their point of origin."
2. **In the Additional Terms section**, the following language has been modified:
   - In the third paragraph, the sentence "Benefits not listed above and described in this Guide may be provided by a third party provider." has been deleted.
   - In the Cancellation section, the sentence "In the event a benefit is cancelled or non-renewed, You may be notified as required by law." has been replaced with: "In the event a benefit is cancelled or non-renewed, You will be notified as required by law."

As of September 1, 2024, your updated Worldwide Automatic Common Carrier Travel Accident Insurance and Baggage Delay Reimbursement Description of Coverage can be accessed at **https://www08.wellsfargomedia.com/assets/pdf/small-business/credit-cards/travel-accident-and-baggage-delay.pdf** or you can call the number on the back of your card to request a paper copy of the updated terms. We accept relay calls, including 711.

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY EUGENIA TORRES
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$4,093

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$531.77
Current Payment Due (Minimum Payment)	**$25.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$1,860.97
Credits	-	$95.65
Payments	-	$1,765.32
Purchases & Other Charges	+	$531.77
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$531.77

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $531.77 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0012 YTG 1 7 9 240715 0 PAGE 1 of 4 1 0 8891 0300 BXIC 01005596 3968

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/20	06/20	5543286HW5XS18JL1	SQ *MEESTER ZEBRA CATHEDRAL CIT CA	95.65	
06/20	06/20	5543286HW5XTVDRNT	SQ *MEESTER ZEBRA CATHEDRAL CIT CA		95.65
06/20	06/20	5543286HW5XTX21A7	SQ *MEESTER ZEBRA CATHEDRAL CIT CA		74.99
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/24	06/24	8517748J1WGRG769B	BARREL DISTRICT CATHEDRAL CIT CA		10.00
06/25	06/25	8517748J2WGRG769A	BARREL DISTRICT CATHEDRAL CIT CA		80.00
06/25	06/25	5543286J15Z8RET32	SQ *MEESTER ZEBRA CATHEDRAL CIT CA		61.13
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,765.32	
07/11	07/11	5531020JJ0FKQR29Q	JOBS AVAILABLE INC MODESTO CA		140.00

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY STEPHEN TUMIR
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$2,927

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$2,072.06
Current Payment Due (Minimum Payment)	**$41.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$3,968.66
Credits	-	$0.00
Payments	-	$3,968.66
Purchases & Other Charges	+	$2,072.06
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$2,072.06

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $2,072.06 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0012 YTG 1 7 9 240715 0 PAGE 1 of 4 1 0 8891 0300 BXIC 01D05596 3972

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/24	06/24	8271116J10000B4DP	MATHIS BROTHERS - CALI OKLAHOMA CITY OK		1,735.65
06/26	06/26	0230537J35SB7GKEZ	AUTOZONE #5550 CATHEDRAL CIT CA		8.80
07/09	07/09	5543286JF63ETKT2A	LOWES #01026* PALM SPRINGS CA		200.07
07/09	07/09	5548382JG00PXXG5R	WAL-MART #1832 PALM SPRINGS CA		33.19
07/09	07/09	F889100JF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	3,968.66	
07/10	07/10	0541019JH326E8YS2	STAPLES 00113845 CATHEDRAL CIT CA		94.35

WELLS FARGO

WELLS FARGO® BUSINESS CARD

Prepared For	CITY OF CATHEDRAL CITY ROBERT WILLIAMS
Account Number	
Statement Closing Date	07/15/24
Days in Billing Cycle	31
Next Statement Date	08/15/24

Credit Line	$5,000
Available Credit	$2,175

For Customer Service Call:
800-225-5935

Inquiries or Questions:
Wells Fargo SBL PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 77033
Minneapolis, MN 55480-7733

Payment Information

New Balance	$2,824.29
Current Payment Due (Minimum Payment)	**$56.00**
Current Payment Due Date	**08/09/24**

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance		$0.00
Credits	-	$0.00
Payments	-	$0.00
Purchases & Other Charges	+	$2,824.29
Cash Advances	+	$0.00
Finance Charges	+	$0.00
New Balance	=	$2,824.29

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	12.490%	.03421%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	29.240%	.08010%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Important Information

$0 - $2,824.29 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 08/09/24. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0012 YTG 1 7 9 240715 0 PAGE 1 of 4 1 0 8891 0300 BXIC 01DQ5596 3974

WELLS FARGO

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
06/20	06/20	5550036HX06F8FVTS	HABIT CATHEDRAL CITQ91 CATHEDRAL CA		69.65
06/24	06/24	8271116J0000DVL52	MATHIS BROTHERS - CALI OKLAHOMA CITY OK		2,754.64

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1-2

Staff Report

City Council

Item No. 3.D

Meeting Date: August 14, 2024

From: John A. Corella, Director of Public Works

Title: Approve the Addition of Soccer Field Reservations to Current Fees and Policy Manual and Field Reservation Form for City Baseball/Softball Fields.

RECOMMENDATION:

To approve the addition of soccer field reservations to the current fees and policy manual and field reservation form for city baseball/softball (*and now* soccer) fields with the addition of the Dennis Keat Soccer Park fields and concession stand, and the updates to the reservation requirements and fee structure definition sections of the manual.

BACKGROUND:

At the October 11, 2023 meeting, the City Council approved the fees and policy manual (Manual) and field reservation form for baseball/softball fields in the city. The purpose of the policy manual for baseball/softball field reservations was to provide clear guidelines and procedures for reserving and using baseball/softball fields and concession stands at various Cathedral City parks with these amenities. The reservation form creates a fair and consistent reservation process and provides information to applicants about rules, regulations and fee structure for the reservation of these fields and concession stands at the city parks.

In the past year, staff has received a number of requests to reserve a soccer field and/or multiple fields at the Dennis Keat Soccer Park for both soccer and football. These requests have been received during the AYSO season (for the available field reserved for these requests) and the summer months outside of the AYSO season reservation.

These requests are for both short- and long-term reservations of the soccer field. From one weekend to multiple months. Staff vetted these requests, reviewed the existing field reservation policy and form for the city's baseball/softball and concession stand reservations and found that merging the Dennis Keat Soccer Park soccer field reservations to the existing form works and provides the same reservation assurances. The City Council vetted the policy and costs last year.

For the inclusion of the soccer field into the reservation program, staff determined the field uses are similar, and thus no fees would change. As a result, staff have updated the currently

approved manual and reservation form to include the Dennis Keat Soccer Park fields and concession stand.

DISCUSSION:

Staff is requesting that City Council approve the inclusion of soccer fields into the current fees and policy manual and field reservation form.

1. All sections of the policy and reservation forms.

Change: Add Dennis Keat Soccer Park and concession stand to the fees and policy manual and field reservation form.

Explanation: The city executed an agreement with the American Youth Soccer Organization (AYSO) to reserve all the soccer fields, excluding one field, at the Dennis Keat Soccer Park during AYSO's specified season which is September through May, Monday through Friday 6pm to 9pm and all-day Saturday. During the days and times that AYSO is not scheduled to use the soccer fields, the city can permit and schedule use of the soccer fields by other organizations.

2. Section 2.2: Reservation Requirements

Change: Add a statement clarifying that reservation requests for multiple years may be subject to a special agreement and/or City Council approval.

Updated Section: Baseball/Softball/Soccer field reservations shall be issued on a first-come, first-serve basis of receipt of Baseball/Softball/Soccer field use application, subject to availability. *All field use applications requesting reservations for multiple years may be subject to a special agreement and/or City Council approval.* All persons, organizations or groups who desire to use Cathedral City Baseball/Softball/Soccer field(s) shall apply for use on the Baseball/Softball/Soccer field use application provided by the City. The applicant shall furnish all information as required to determine if said program or use will be permitted. At the discretion of the City of Cathedral City, depending on the nature of the use requested, all or some of the following conditions of use may be required.

Explanation: This change will facilitate a review and allow for discussion regarding any possible conflicts related to reserving future use of the fields.

3. Section 3.2: Fee Structure Definition

Change: Add clarification to this section defining field preparation.

Updated Section: Field Preparation Fee: "*Field Preparation" covers general field maintenance and upkeep. Please note: this fee does not include field stripping or providing additional sports equipment that is not already offered at the park.* Payment depends on the quantity of times an applicant requests to prepare the field.

Explanation: The public works maintenance staff does not have the labor resources or equipment to mark fields or provide additional sports equipment for every park reservation. Staff reached out to neighboring cities to confirm they also require organizations to provide their own equipment and field marking.

Staff is requesting City Council approve the addition of soccer field reservations to the current fees and policy manual and field reservation form for City Baseball/Softball (*and now* Soccer) Fields with the addition of the Dennis Keat Soccer Park fields and concession stand, and the updates to the reservation requirements and fee structure definition sections of the manual.

FISCAL IMPACT:

There is no change in the current fee structure for park field reservations as a result of the addition of the soccer fields.

FIVE-YEAR STRATEGIC PLAN:

GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

GOAL C: FISCAL STABILITY AND SUSTAINABILITY

Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

GOAL D: INNOVATION

Objective: Cathedral City continually focuses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.

ATTACHMENTS:

1. Fees and Policy Manual- Field Reservation
2. Baseball-Softball-Soccer Field Reservation Application

Cathedral City

Fees and Policy Manual for Baseball/Softball/Soccer Field Reservations

City of Cathedral City

SECTION 1 - GENERAL POLICY STATEMENT

1.1 PURPOSE

To set forth the City of Cathedral City's (City) policy governing the establishment of fees to ensure ongoing availability and access of Baseball/Softball/Soccer fields to the public and provide a methodology for pricing and/or subsidy of City services.

The established fees are intended to reflect the City's policy of priority access for Cathedral City residents to use the Baseball/Softball/Soccer fields.

1.2 POLICY AND AUTHORITY

The City Council of Cathedral City approves the collection of established fees. Once adopted, only the City Council has the authority to waive any fees, by including it as an item on the City Council agenda.

City staff is authorized to take all necessary measures to always protect the health and safety of the public in relation to usage of the City Baseball/Softball/Soccer fields and to determine designated areas public access and use.

City staff may deny an application for the following reasons:

- Applicant violates the conditions of the Baseball/Softball/Soccer Field Reservation Application (current or prior permit).
- Applicant violates the City's rules or regulations relating to the use of the Baseball/Softball/Soccer fields.
- Failure to cooperate with City staff.
- Previous incidents where the Baseball/Softball/Soccer field use resulted in damage to City property.
- The proposed use is not consistent with the recreational purposes for which the Baseball/Softball/Soccer field has been approved.

1.3 RESIDENT PRIORITY FOR RECREATION SERVICES

Cathedral City residents have priority usage of the City's Baseball/Softball/Soccer fields. Applicants residing outside of Cathedral City boundaries will be required to pay additional charges for reservations and use of Baseball/Softball/Soccer fields as provided in Section 3 – Baseball/Softball/Soccer Field Reservation Fee Structure.

1.4 PRICING AND COST REDUCTION

The City's Baseball/Softball/Soccer fields are designed to complement other Cathedral City facilities available throughout the community for all residents to have a reasonable opportunity to participate in recreation. Additionally, the city promotes and supports sport, active living, and cultural organizations that aim to build social cohesion while increasing opportunities for recreation and physical activity.

SECTION 2 – BASEBALL/SOFTBALL/SOCCER FIELD RESERVATIONS

The city seeks to maximize the use of Cathedral City Baseball/Softball/Soccer fields to meet the recreational needs of the community effectively and efficiently. Baseball/Softball/Soccer fields may be reserved by individuals or organizations when not in use for scheduled City activities.

Concessions stands can be reserved in conjunction with a Baseball/Softball/Soccer field reservation for an additional cost. The use of concession stands without a Baseball/Softball/Soccer field reservation will not be allowed, unless approved by the city prior to use.

2.1 CLASSIFICATIONS

The classifications listed below have been developed to aid City staff in qualifying Baseball/Softball/Soccer field use applicants into the appropriate fee category as outlined in Section 3 – Baseball/Softball/Soccer Field Reservation Fee Structure.

- **Cathedral City Residents:** Those users that reside within the geographic boundaries of the City of Cathedral City.
- **Non-Residents:** Those users that reside outside the geographic boundaries of the City of Cathedral City.
- **Non-Profit Group**: Defined as non-commercial use, which serves the public where no admission fee, vendor fee and/or donation is requested or received. This usage is reserved for public events/meetings that are for the public that may include non-profit organizations and government use. Non-profit organizations must meet Cathedral City criteria to be classified as non-profit by providing proof of tax-exempt status pursuant to 26 U.S.C. 501(c)(3). For athletic fields, only recognized recreational youth sports organization regular season practice and recreational league play is recognized in this category. Invitational tournaments, exclusive club teams, All-star and travel teams, and adult leagues are considered Commercial Groups.
- **Commercial Group**: Defined as all other uses that do not meet the criteria for Community or Private Functions for Residents or Non-Residents. All businesses, regardless of whether a fee is charged, or a product is being sold, fall within this classification.

2.2 RESERVATION REQUIREMENTS

Baseball/Softball/Soccer field reservations shall be issued on a first-come, first-serve basis of receipt of Baseball/Softball/Soccer Field Use Application, subject to availability. All Field Use Applications requesting reservations for multiple years may be subject to a special agreement and/or City Council approval. All persons, organizations or groups who desire to use Cathedral City Baseball/Softball/Soccer Field(s) shall apply for use on the Baseball/Softball/Soccer Field Use Application provided by the City. The applicant shall furnish all information as required to determine if said program or use will be permitted. At the discretion of the City of Cathedral City, depending on the nature of the use requested, all or some of the following conditions of use may be required:

- Proof of insurance for Comprehensive General Liability in the minimum amount of $1,000,000 per occurrence/$2,000,000 general aggregate or property damage including fire and legal liability may be required. The City of Cathedral City must be named as the “additional insured” on the users’ policy as it pertains to the use of City of Cathedral City Baseball/Softball/Soccer Fields.

- Those using Cathedral City Baseball/Softball/Soccer Field(s) shall be responsible for any damage, which occurs with their use of the Baseball/Softball/Soccer Field(s).
- Some usage may require additional permits/approvals from the city or county depending on location and nature of event. All additional permits are the responsibility of the applicant.
- If a group fails to attend their reserved park time for three consecutive occurrences, they will be ineligible to reserve fields at the City's discretion.

2.3 PAYMENT AND REFUNDS

The following regulations have been established to help ensure proper protocol for payments and refunds regarding the reservations of Cathedral City Baseball/Softball/Soccer Fields.

- All applicable Baseball/Softball/Soccer field reservation fees and deposits must be paid in full at the time of reservation and not less than 14 days prior to scheduled event.
- All long-term reservations must be paid in full monthly. Monthly payment must be made not less than 14 days prior to the first calendar day of each month.
- Administrative fees for reservations are one-time fees and are non-refundable.
- All reservation fees and deposits will be refunded if the reservation is canceled by the City of Cathedral City.
    - Athletic field uses will be canceled by the City if it is scheduled to rain at the time of the reservation, if there is lightning present, or fields are not in playable condition. If use cannot be rescheduled, a full refund will be processed. Groups wishing to cancel due to potential inclement weather must do so 5 days prior to the scheduled use. Fees will be applied to the rescheduled use date.
- The city processes payments on the second and fourth Wednesdays of each month. Depending on where a reservation falls in the payment cycle it may take a maximum of three weeks for refunds to be processed and mailed to the user of baseball/softball field(s).

2.4 CLEANING AND SECURITY DEPOSITS

Reservation of Cathedral City Baseball/Softball/Soccer field(s) require a cleaning/security deposit. The Cleaning/Security deposit is due immediately to hold reservation. The cleaning/security deposit is refundable if the Baseball/Softball/Soccer field(s) and/or concession stand has been returned in the same conditions as it was delivered. The City shall determine the amount of deposit required above the minimum when the applied use is likely to cause wear and tear on the reservation beyond that expected for typical use. The cleaning/security deposit is due with the Baseball/Softball/Soccer Field Use Application and will be held until after the scheduled use. If field is left in a clean and undamaged condition and all city rules and regulations have been followed, then the deposit will be refunded in full. The deposit will be refunded within 3-4 weeks after the event, except under the following conditions:

- The Baseball/Softball/Soccer Field and/or Concession Stand is left dirty or damaged.
- The group has not left their Baseball/Softball/Soccer field reservation on time. (Any group staying later than originally reserved time will be charged at one and one-half times the regular reservation fee.)
- City property/equipment has been defaced, lost, damaged, or destroyed.
- All damages to the Baseball/Softball/Soccer field and/or concession stand caused by the user are

the responsibility of user. Cost of repairs as determined by City Staff will be retained by the city and deducted from the deposit. If the cost of damages exceeds the amount available from deposit, user shall remit balance of cost upon receipt of invoice.

- Any other condition/circumstance deemed unacceptable by the City Staff.

2.5 CANCELLATION POLICY

- Applicant must email their cancellation request to the Engineering Division at, engineering@cathedralcity.gov. Applicants should also call to notify the Engineering Division.
- If a group fails to attend their reserved park time for three consecutive occurrences, they will be ineligible to reserve fields at the park in the future.
- Cancellations must be made at least 30 days in advance of scheduled reservation date to receive a full refund of any fees paid.
- Cancellations made more than 72 hours in advance of scheduled reservation date will forfeit a partial reservation fee of 50%.
- Cancellations less than 72 hours will not be refunded.

SECTION 3 – BASEBALL/SOFTBALL/SOCCER FIELD RESERVATION FEE STRUCTURE

The City of Cathedral City operates parks with a variety of reservable spaces including Baseball/Softball/Soccer fields and Concession Stands. The Baseball/Softball/Soccer Fields and Concession Stands listed below are available for reservation when not in use by the City of Cathedral City.

3.1 BASEBALL/SOFTBALL/SOCCER FIELDS AND CONCESSION STANDS

Baseball/Softball fields are available at the Ocotillo Park, Panorama Park, and Century Park. Soccer fields are available at the Dennis Keat Soccer Park. Concession stands are available at Ocotillo Park, Panorama Park, and Dennis Keat Soccer Park. Below, you can find Baseball/Softball/Soccer Fields and Concession Stands available for reservation.

Baseball/Softball/Soccer Field Locations Available

Ocotillo Park	Panorama Park	Century Park	Dennis Keat Soccer Park
Lights ☐	Lights Unavailable	Lights Unavailable	Lights ☐
Baseball/Softball Field ☐	Baseball/Softball Field ☐	Baseball/Softball Field ☐	Soccer Field ☐
Concession Stand ☐	Concession Stand ☐	Concession Stand Unavailable	Indicate Fields being used (Refer to Field Map): _____
			Concession Stand ☐

Rates for Baseball/Softball/Soccer fields and Concession Stands are listed below and separated by resident and nonresident rates.

Organized Baseball/Softball/ Soccer Group	Resident Rate	Non-Resident Rate	Non-Profit Group	Commercial Group
Daytime Field Use Fee	$30/hr.	$35/hr.	$10/hr.	$40/hr.

Maximum Daytime Field Use Fee	$225/8hrs.	$262/8hrs.	$75/8hrs.	$300/8hrs.
Lighted Field Use	$30/hr.	$40/hr.	$30/hr.	$60/hr.
Field Preparation	$60/Field	$60/Field	$60/Field	$60/Field
Field Cleaning/Security Deposit	$275/Permit	$275/Permit	$275/Permit	$275/Permit
Administrative Fee	$20/Permit	$30/Permit	$20/Permit	$40/Permit
Concession Stand Use Fee	$25/hour	$30/hour	$25/hour	$35/hour
Concession Stand Security Deposit	$500/Permit	$500/Permit	$500/Permit	$500/Permit

3.2 FEE STRUCTURE DEFINITIONS

- Daytime Field Use Fee: The fee for reserving an available Baseball/Softball/Soccer field during daylight hours.
- Maximum Daytime Field Use Fee: The highest fee an applicant is expected to pay for a daytime field reservation. The hours of daytime reservation will be from 7 a.m. to 5 p.m.
- Lighted Field Use: The timeframe for using the field after 5 p.m., necessitating field light usage.
- Field Preparation Fee: “Field Preparation” covers general field maintenance and upkeep. Please note: that this fee does not include field striping or providing additional sports equipment that is not already offered at the park. Payment depends on the quantity of times an applicant requests to prepare the field.
- Field Cleaning/Security Deposit: A one-time deposit is required per application. Detailed information can be found in Section 2.4, "Cleaning and Security Deposits."
- Administrative Fee: Non-refundable one-time fee for reservations.
- Concession Stand: Payment required for reserving an available concession stand.
- Concession Stand Security Deposit: A one-time deposit required per application. Detailed information can be found in Section 2.4, "Cleaning and Security Deposits."

For Staff Use Only:

Insurance☐ Form 501c3☐ Deposit Fee☐ Reservation Fee☐ Signed App.☐ Emp. Initials

BASEBALL/SOFTBALL/SOCCER FIELD RESERVATION APPLICATION

This application, when properly filled out, approved, and signed by the authorized representative becomes a permit to use the facilities described for the time(s) and purpose herein set forth. The applicant agrees to abide by the terms, rules and regulations of this permit set forth on the attached pages, Fees and Policy Manual, and other regulations of the City of Cathedral City established for the use of these premises and to pay such fees as may be required.

Applicant:

Name of Applicant: _____ Non-Profit: No Yes Tax ID: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Purpose of Reservation: _____

_____

Applicants should be prepared to provide further information if requested to facilitate the approval process.

Baseball/Softball/Soccer Field Reservation Request:

Name and Location: _____

Frequency of Use: ☐Monthly ☐Bi-Weekly ☐Weekly ☐Single Use

Day(s) of the week: ☐Mon ☐Tues ☐Wed ☐Thurs ☐Fri ☐Sat ☐Sun

Start Date: _____ End Date: _____

Start Time: _____ End Time: _____

Description of Activity: _____

_____

Requested Park Location:

Ocotillo Park	Panorama Park	Century Park	Dennis Keat Soccer Park
Lights ☐	Lights Unavailable	Lights Unavailable	Lights ☐
Baseball/Softball Field ☐	Baseball/Softball Field ☐	Baseball/Softball Field ☐	Soccer Field ☐
Concession Stand ☐	Concession Stand ☐	Concession Stand Unavailable	Indicate Fields being used (Refer to Field Map): _____
			Concession Stand ☐

Cathedral City

FACILITY USE RULES

GENERAL REGULATIONS:

1. All fees must be paid in full at the time of reservation.
2. No alcohol, smoking or illegal drugs are allowed on park premises, including parking lots, parks, restrooms, baseball/softball/soccer fields, etc. If violations are found, the function will not be allowed to continue, the cleaning deposit will be forfeited, and the authorities will be notified.

Initials

3. Selling of merchandise, food, entrance fees and/or tickets is allowed through use of concession stands and prior approval. Concession stands may only be reserved in conjunction with a field reservation.

_____

4. No destruction of City property is allowed.
5. Ensure that all fields and facilities of the park remain clean and in good condition after each use.
6. Applicant shall comply with all local, state, and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of the applicant and/or its employees, officers, board members, and volunteers.
7. Applicant agrees to abide by all oral or written laws, regulations, rules, and policies connected with the reservation of this facility.
8. Any event must end no later than one half hour before the time that the park facility is to be vacated as per the reservation agreement. Reservation times include the applicant's set-up and clean-up.

CLEANING REGULATIONS:

Initials

9. Facility must be left cleaned and free of trash to ensure deposit return.
10. Deposit all trash, including bottle, cans, cups, and paper in the proper trash and recycling.

_____

11. All equipment must be returned to its proper place.

RESERVATION REQUIREMENTS:

12. Applicants must provide photo ID and be at least 21 years of age.

Initials

13. Weekday reservations are for a minimum of two hours. Weekend reservations are for a minimum of four hours.
14. Cancellations must be submitted in writing 30 days prior to the event for a full refund. Cancellations made more than 72 hours in advance of scheduled reservation will forfeit a partial reservation of 50%. Cancellations within 72 hours or less will result in the forfeiture of the entire payment. Deposit will be refunded in accordance with reservation policy found in the Fees and Policy Manual.

_____

15. The applicant is obligated to utilize the designated and reserved softball/baseball/soccer field. Failure to comply with this requirement shall result in potential consequences as determined as outlined in the Fees and Policy Manual.
16. Applicant understands and agrees that the City of Cathedral City has the right to revoke the permit at any time.
17. Applicant shall provide a certificate of general liability insurance in the minimum amount as outlined in the Fees and Policy Manual.

_____ _____

Applicant Signature Date

_____ _____

Authorized Cathedral City Official Signature Date

Cathedral City

CATHEDRAL CITY CONTACT INFORMATION

To make changes to your park/field reservation, contact engineering@cathedralcity.gov and contact City Hall Monday through Friday from 8:00 am to 12:00 noon and 1:00 pm to 4:30 pm at 760-770-0340 or City Hall 68700 Ave Lalo Guerrero, Cathedral City, CA 92234.

At the time of event, an informational poster can be found at each Baseball/Softball/Soccer field which includes contact information in case of an issue during the event.

The City reserves the right to revoke this reservation permit at any time

WAIVER AND RELEASE OF LIABILITY AGREEMENT TO INDEMNIFY THE CITY OF CATHEDRAL CITY

The undersigned hereby acknowledges that he/she/they agree to rent from the City of Cathedral City the above-mentioned facility. In connection herewith, the undersigned hereby releases the City of Cathedral City, its present and future directors, officers, employees, agents and representatives from any and all claims, costs, expenses, demands, debts, controversies, damages and causes of action, which the undersigned may now have or may hereafter have by reason of use and/or reservation of the property. Except as may result from the sole negligence or willful misconduct of the City of Cathedral City.

The undersigned further agrees to indemnify and hold harmless the City of Cathedral City from any and all claims, cost, expenses, demands, debts, controversies, damages and causes of action, including claims of exposure to communicable diseases, of any third party arising from the use and/or reservation of the property during the time period the property is rented to the undersigned.

The undersigned further agrees to waive any and all rights provided by Section 1542 of the California Civil Code which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in favor at the time or executing the release which, if known to him, must have materially affected his settlement with the debtor."

The undersigned acknowledges and agrees that the City of Cathedral City reserves the right to revoke the permit for park usage at any time, without prior notice or cause, at the sole discretion of the City. The undersigned understands that the revocation of the permit may occur prior to the scheduled date of use or during the permitted event.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY BETWEEN THE UNDERSIGNED AND THE CITY OF CATHEDRAL CITY AND/OR ITS AFFILIATES AND ORGANIZATIONS AND SIGNS IT OF THEIR FREE WILL.

Executed this_____day of_____20___ in, _____California

_____ _____

Print Applicant Name Applicant Signature

_____

Authorized Cathedral City Official Signature

Staff Report

City Council

Item No. 3.E

Meeting Date: August 14, 2024

From: John A. Corella - Director of Public Works

Title: Contract Amendment No. 1 to the Professional Services Agreement for Construction Engineering Services on Federal HSIP Projects - HSIP 9A and HSIP 9B

RECOMMENDATION:

To approve Amendment No. 1 to the agreements for construction engineering services on federally funded projects with Z&K Consultants for HSIP Cycle 9A, Traffic Signal Improvements at 12 Intersections (project C08752), and with Willdan Engineering for HSIP Cycle 9B, Varner Road Safety Improvements (project C08751); and authorize the City Manager to execute the required amendment documents.

BACKGROUND:

The city currently has agreements for construction engineering services with Z&K Consultants (Z&K) on HSIP Cycle 9A, Traffic Signal Improvements at 12 Intersections (project C08752), and with Willdan Engineering (Willdan) on HSIP Cycle 9B, Varner Road Safety Improvements (project C08751).

The purpose of these agreements is to assist the City Engineering Division with specialized construction engineering services required during the construction of federally funded HSIP projects. These specialized services include:

- Construction Management
- Labor Compliance Monitoring and Enforcement
- Inspections
- Material Testing

Z&K and Willdan met the requirements under the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), to perform consultant services eligible for reimbursement on projects funded with federal and state programs.

In May 2023, Caltrans updated the Local Assistance Procedure Manual (LAPM) Chapter 10, Consultant Selection and Procurement. This update introduces additional language or contract provisions that require amending the existing agreements with both consultant companies for the city to receive reimbursement on federal and state funded projects.

DISCUSSION:

On March 27, 2024, the City Council approved the agreement with Z&K to perform construction engineering services on HSIP Cycle 9A, Traffic Signal Improvements at 12 Intersections (project C08752). The agreement's starting date was March 27, 2024, with expiration date on September 27, 2025.

On April 24, 2024, the City Council approved the agreement with Willdan to perform construction engineering services on HSIP Cycle 9B, Varner Road Safety Improvements (project C08751). The agreement's starting date was April 24, 2024, with expiration date on May 24, 2025.

Attached to this staff report is Amendment No. 1 to each of the agreements for construction engineering services incorporating the additional contract provision as prescribed in the Caltrans updated LAPM Chapter 10. As mentioned before, including these additional contract provisions are necessary for the reimbursement of consultant services on state and federally funded transportation projects, e.g., the Highway Safety Improvement Program. These additional contract provisions do not modify either the term or the compensation of the agreements.

City staff requests the City Council approve Amendment No. 1 to the agreements for construction engineering services on federally funded projects with Z&K Consultants for HSIP Cycle 9A, Traffic Signal Improvements at 12 Intersections (project C08752), and with Willdan Engineering for HSIP Cycle 9B, Varner Road Safety Improvements (project C08751); and, authorize the City Manager to execute the required amendment documents.

FISCAL IMPACT:
There is no fiscal impact for the approval of this agenda item.

Amendment No. 1 to the professional service agreements with Z&K Consultants and Willdan Engineering incorporates contract provision language that does not modify either the term or the compensation of the agreements.

FIVE-YEAR STRATEGIC PLAN:
GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. Amendment No. 1 - Z&K Consultants
2. Agreement for Services - Z&K
3. Amendment No. 1 - Willdan Engineering
4. Agreement for Services - Willdan Engineering

AMENDMENT NO. 1
TO THE
AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
Z&K CONSULTANTS, INC.

In accordance with the "Agreement for Services" dated March 27, 2024, (referred to as the "Agreement"), by and between the City of Cathedral City, a municipal corporation ("City") and Z&K Consultants, Inc., a women-owned, certified small business located in Southern California ("Consultant"), and in accordance with Section 28 of the Agreement, entitled, "Amendments", this Amendment Number One (1) to the Agreement is made and entered into this 14th day of August 2024, ("Effective Date").

RECITALS

A. City and Consultant entered into an Agreement for Services to provide on-call engineering support and grant administration services for state and federal funded transportation projects, initially approved by the City Council on March 27, 2024.

B. The Agreement is subject to certain contract requirements identified in the Caltrans Local Assistance Procedure Manual (LAPM). Amendment No. 1 includes all the latest Caltrans LAPM provisions.

C. The parties wish to amend the Agreement for the first time to: (1) incorporate current Caltrans LAPM requirements for professional design services agreements.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Section 1. The foregoing Recitals are true, correct, and incorporated by this reference herein as material terms relied upon by the Parties in agreeing to and executing this Amendment No. 1.

Section 2. The following Articles from Caltrans LAPM provisions will be amended into the agreement:

"As used throughout the Addendum 1, LOCAL AGENCY shall mean City.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on March 27, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on September 27, 2025, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A Scope of Services. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Exhibit A Scope of Services, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by

the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following email addresses:

ALee@cathedralcity.gov; accountspayable@cathedralcity.gov.

E. The total amount payable by LOCAL AGENCY shall not exceed Two Hundred Nine Thousand One Hundred Twenty-Four Dollars $(209,124).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL

AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above,

IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days

from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT

are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    a. The information contained in the payroll record is true and correct.
    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards

Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and

§1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the

CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to

commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT,

subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record

by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 20%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:
    - Name and business address of each 1 -tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business

Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the

noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY

administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of City Manager and City Engineer, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against

such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to

comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations

relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by

the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

Section 3. Except as specifically amended by this Amendment No.1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

SUMMARY:

Amendment No. 1 added latest Caltrans provisions identified in the LAPM for professional design services.

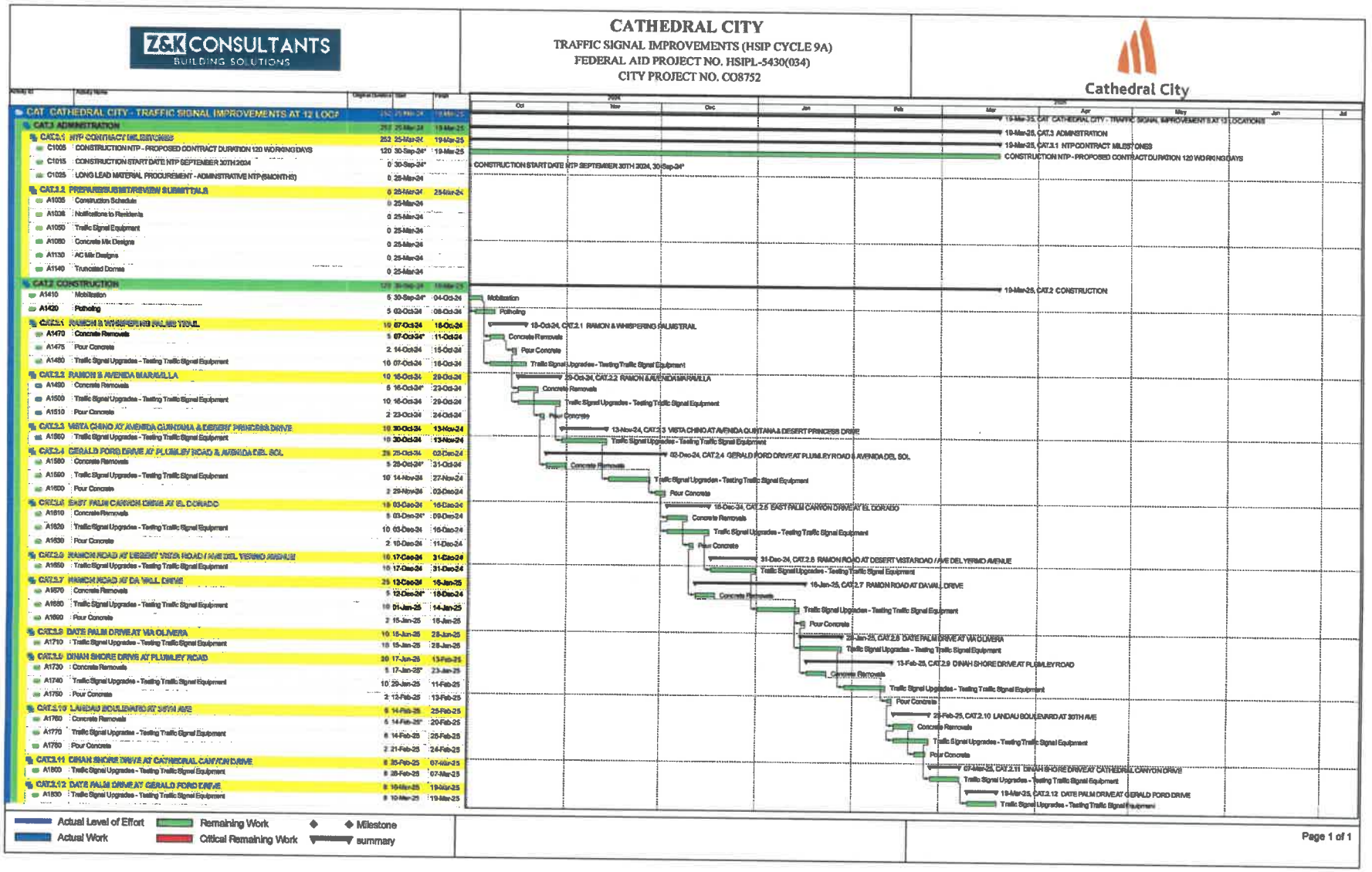
IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.

CITY OF CATHEDRAL CITY	**Z&K Consultants, Inc.**
By: Charles P. McClendon City Manager	**By:** Crystal Fraire President
ATTEST:	
By: Tracey R. Hermosillo, CMC City Clerk	**By:**
By: Eric S. Vail City Attorney	

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCHEDULE

Our in-house design team and construction management team worked together to create the schedule since both thoroughly understand the City's expectations for this Project. Our proposed schedule was developed using Primavera P6 technology. This schedule includes the stages of work, time frames, and shows the ability to perform the required services in a timely manner.



iii. PROJECT UNDERSTANDING AND APPROACH

The team proposed on this project have extensive experience in project management, construction management, construction inspection and design. We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs.

MANAGEMENT APPROACH | The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects. Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. the project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor. Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

COST MANAGEMENT| Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT | Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits. **Z&K is extremely familiar with state funded projects and has in-depth knowledge of the Caltrans Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, and other Federal Highway Administration (FHWA) requirements.**

QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications.This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs).

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, RFIs, pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to foster partnering and teamwork relationships for all the project stakeholders. -

CODES & PROCEDURES MANAGEMENT | Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:

- Project Construction Documents
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code
- California Green Building Code
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures
- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- City Standards and Design Manuals
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis (AHA)

CONSTRUCTABILITY REVIEW COMMENTS

Traffic Signal Turn-On | The Engineer shall be notified at least three (3) working days prior to the intended traffic signal turn-on. The Contractor shall not proceed with the turn-on without the presence of the Engineer or his representative. The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the traffic signal controller cabinet manufacturer or his representative, present at the time of turn-on to verify operation of the equipment.

Material Delays | The Contractor must consider possible material delivery delays due to specified products; Avg TS Materials could range from 20 - 40-week lead times.

Existing Detection Maintained | Existing detection shall be maintained at all times during construction. In the event of unexpected damage by the Contractor or any of their subcontractors as determined by the City Representative, the Contractor shall commence repairs immediately. The Contractor shall replace and restore to operation any damaged detector (inductive loop or other) within three (3) calendar days after damage occurs.

Traffic Signals to Remain in Operation | Contractor will be responsible for Existing Traffic Signals to REMAIN IN OPERATION until the new/modified installation has been satisfactorily tested and placed in operation and functional during the construction period. This includes Furnishing and Supplying Maintenance, providing Temporary materials and equipment needed with no additional cost compensation. There is no separate pay item for Operations or Maintenance during construction; Operations and Maintenance is considered incidental to the construction process.

Traffic Signal Standard Pole Removals | It is the Contractor's responsibility to field verify that all Traffic Signal Standard poles that call out for removal, as well as the exposed existing foundations not on the plans must have the Foundation excavated, removed complete, and backfilled complete with 2 Sack slurry at no extra cost to the City.

Avenida Quintana / Vista Chino | Pole F is not MUTCD/ ADA compliant with the top of Anchor bolts being roughly 2" below finish sidewalk Grade.

Avenida Quintana / Vista Chino | Pole G has existing unsafe liability dent damages beyond repair. Pole is outdated and should be replaced with a new standard.

Gerald Ford Dr & Plumley Rd | Pole F is not in MUTCD / ADA compliance 1. Anchor bolts and base plate is buried and covered in Rocks; Pole should be upgraded to new standard. 2. New proposed APS push button will not be in compliance mounted on this pole since there is no flat landing disability access to push button.

E Canyon Plaza & E Palm Canyon Dr. | 1. This intersection is within State (Caltrans) ROW Easements (CA111). The Contractor will be responsible for pulling Caltrans Permits and ROW easement boundary limits before work is performed. 2. Pole E APS push button will not be ADA compliant due to the distance of button compared to crosswalk landing. City will need to add a compliant push button post to plan detail. 3. Pole A is not to standard compliance while pole base is buried in dirt slope.

Ramon Road & Avenida Del Yermo | 1. Pole A proposed push button will not be in compliance due to not having a flat concrete sidewalk area for disability access. also distance from crossing stop bar exceeds 5ft from push button. 2. Pole C is located in the middle of Ramp. The Ramp should be shifted to accommodate a flat surface at APS PB or Relocate and upgrade pole to newest standards out of ramp.

RISK MANAGEMENT LOG

Based on a comprehensive review of the project documents, Z&K has identified the following potential risks and response strategies.

ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact	Response Strategy
1	High	High	Traffic Control/Street Closure Restriction	Safety & Public Inconvenience	Ensure that project phasing is followed for lowest impact to businesses and public. Our team will review the traffic control plans to ensure they comply with the WATCH manual and MUTCD requirements. We will review it for minimum lane widths and as well as continuous and safe access for pedestrians. We will ensure temporary pavement markings are implemented. Our team will work closely with the Contractor to provide advanced notice to first responders and essential services.
2	High	High	Long Lead Items	Schedule	Ensure the contractor begins process to order/procure possible long lead items or items that require coordination.
3	High	High	Agency Coordination	Schedule & Budget	Our Team will ensure that all agencies affected by this Project are invited to the pre-construction conference and informed of the Project schedule and progress. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures.
4	High	High	Potential Hazardous Services & Utility Coordination	Schedule, Budget & Safety	Ensure that Dig Alert tickets are current and up to date prior to excavation. We will keep track of hazardous and non-hazardous and conflicting utilities during our regular progress meetings. We will ensure that the Contractor coordinates with Underground Service Alert and all utilities are marked prior to the start of construction. We will track existing utilities marked by Underground Service Alert to ensure that mark outs are recorded and documented. After mark outs, contractor will be required to pothole. Additionally, contractor shall notify all utility agencies to performing any work.
5	High	High	Extensive Change Order Claims	Schedule & Budget	Closely monitor the work and the change order process. Identify potential change orders early and proactively develop solutions.
6	High	High	Pedestrian Access During Construction	Safety & Schedule	The contractor is responsible to maintain pedestrian access around the project at all times.
7	High	High	Public/Community Outreach	Safety & Schedule	It is imperative that our community outreach does not only include property owners, business owners and residents, but also elected officials, management from the City, and all affected agencies. We will coordinate a Press Conference with the City, community, and elected officials. Prepare announcements and communicate to public early. Letters to residents will be critical as well as early placement of no parking signs.
8	High	Medium	Delays Due to Other Projects	Schedule & Budget	Z&K will work closely with the City to ensure that other scheduled projects do not interfere with our project. We will also work closely with local agencies to ensure project schedule overlap and conflicts do not occur.
9	High	Medium	Weekend Work/Overtime	Budget	All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor.
10	High	Medium	Public Safety	Safety	Z&K will work closely with the contractor to ensure that the Fire Department will be involved in the scheduling and planning stages for the streets. The Sheriff's Department will also be notified of all scheduled construction activity as this work will impact major traffic routes.
11	Medium	Medium	Damage to Private Properties	Public Inconvenience	Damage to private property and vehicles occasionally occurs during construction activities. Community outreach shall include a procedure to notify Z&K immediately if any damage occurs.
12	Medium	Medium	Job Site Housekeeping	Safety & Public Inconvenience	We will have the contractor commit to street sweeping during all construction activity. This item should not be left to the discretion of the Contractor but rather a specific directive from the City to the Contractor.

iv. SCOPE OF WORK

Our Team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and to mitigate each risk before it affects the project performance goals. Z&K proactively serves as the project's administrator and provides consistent coordination between all project stakeholders including the City, Design Engineer, and selected construction contractor and subcontractors. Z&K has thoroughly reviewed the Request for Proposal (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services. The Z&K Team, at a minimum, will perform the following:



CONSTRUCTION MANAGEMENT | Z&K will perform a "third" party constructability review of the Project plans and specifications prior to the preconstruction conference and identify potential problems that may need attention before construction starts. We will review Project permit requirements and schedule and attend a field walk with inspector(s), design engineer, and City representatives. The team will schedule and chair a kick-off meeting with the City to discuss the proposed work plan and special concerns to be presented at the preconstruction meeting, and attend the Pre-Construction meeting. We will provide a preconstruction agenda to the City for concurrence, schedule a preconstruction meeting and notify attendees. It is envisioned that the preconstruction meeting will include all interested parties, including utilities, sub-contractors, etc. The team will provide coordination of Project activities and prepare reports and documents, as necessary, for City review and action. We will maintain at the Project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.

Z&K will provide weekly status reports to the City as required. We will contact the Tribal Historic Preservation Office to arrange cultural monitoring. The team will review laboratory, shop, and mill test reports of materials and equipment, and coordinate as required with the design engineer(s), as well as prepare and send a Weekly Statement of Working Days, noting the controlling operations, to the contractor. We will monitor contractor and sub-contractor compliance with State and Federal labor laws and paperwork requirements including: monitor Contractor's certified payroll; spot check payrolls for prevailing wage compliance; conduct employee interviews; maintain evidence of apprentices employed on the Project; and ensure that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare daily/weekly Resident Engineer reports listing the type of work done, controlling operation, weather conditions, important discussions/agreements with the Contractor, and any other important facts pertaining to the Project that are not specifically covered elsewhere in the contract records. We will monitor and document domestic water or sanitary sewer improvements for compliance with the Project plans and specifications and for any requirements from Coachella Valley Water District or Desert Water Agency.

The team will administer the construction contract in conformance with the requirements set forth in the Project plans and specifications including applicable requirements from Caltrans' Standard Plans and Specifications, Local Assistance Procedures, Standard Specifications for Public Works Construction and the City of Cathedral City. We will receive, log, and respond to contractor Request for Information (RFI) and conduct weekly construction progress meetings with the Contractor, Sub-contractors, City Staff, Design Engineer, Sub-consultants, affected outside agencies, general public, business owners, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling; we will then prepare and distribute meeting minutes. Z&K will review and approve Subcontracting Request forms, coordinate and monitor all inspection activities, and maintain an open-door policy and meet with the general public as needed regarding street construction and make recommendations to address any concerns. We will receive and process all shop drawings, Project data, samples, and other submittals to the design engineer for review and establish and implement procedures for expediting the processing and approval of submittal. We will coordinate submittal review with the design engineer on an as-needed basis, coordinate with the City Engineer and other City Departments, and document all claims and maintain account records. We will provide all necessary documentation and support to the City in settling claims.

The team will administer implementation of Project's Traffic Control Plan and perform weekly reviews for conformance to approved plan. We will coordinate and schedule construction surveying, coordinate testing requirements and scheduling of material testing, and review and analyze the Contractor's schedule (weekly), including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead times. We will work with Contractor to maintain the Project schedule to show current conditions and suggest revisions as required. Z&K will recommend necessary or desirable changes in the Construction Contractor's scope of work to the City. Review and evaluate the contractor's request for changes and negotiate with the Contractor and submit recommendations to the City supported by field data related to any additional work. If change orders are accepted by the City, we will prepare change orders for signature and authorization by the city. We will maintain a log of change requests. Z&K will create and maintain "As-Built" Project schedule, review pay requests and provide recommendation for contractor payments, manage contractor DBE requirements, coordinate the Transition of the Project to City Maintenance, coordinate any training sessions required for City Staff, and conduct regular coordination meetings with property owners and business owners.

Z&K will provide the following Project closeout services: administer and coordinate final inspections, coordinate the correction and the completion of the work, assist the City in determining when the Project, or a designated portion thereof, is substantially complete, prepare for the City, a summary of the status of the work of the Contractor, listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which the Contractor shall complete uncompleted items on the certificate of substantial completion of the work, calculate the amount of final payment due to the prime Contractor, obtain evidence of certification of all lien releases, secure and transmit to the City, required guarantees, issue the notice of substantial completion, coordinate any startup requirements, deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications, collect all "As-Built" data from all contractors and consultants, and make recommendation for the release of retention. Z&K will provide construction management documents and records to the City.

LABOR COMPLIANCE | The Z&K Team will monitor the Contractor and sub-contractor compliance with State and Federal labor law and paperwork requirements including monitoring Contractor's certified payroll and supporting payroll records (statements of compliance, fringe benefit statements, deductions, apprentice registration, etc.), spot checking payrolls for compliance, monitoring applicable State and Federal prevailing wage requirements as well as providing State and Federal prevailing wage rates for labor compliance support, conducting employee interviews, maintaining evidence of apprentices/trainees employed on the Project, and ensuring that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare and present mandatory labor compliance checklist to be presented to and acknowledged by the contractor at the pre-Construction meeting.



INSPECTION | The Z&K team will review contract documents, plans and permits, attend field walks and kick off meetings, and attend the pre-construction meeting. We will monitor and enforce construction noticing requirements, including but not limited to PM10 and SWPPP requirements. We will maintain field diary (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation. The team will maintain a separate field diary for change order work. We will monitor the contractor's fugitive dust control plan and ensure the contractor using approved haul routes and they are kept clean. The team will ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the Contractor's work in accordance with the approved construction contract documents. Z&K will determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard City against defects and deficiencies in the work. As appropriate, we will require special inspection or testing, or make recommendations to City regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether such work is fabricated, installed or completed.

We will track and monitor construction costs, provide and maintain a digital photographic history of the progress of the Project. Photos will also be taken of the following: Showing existing conditions prior to construction, disputed work items, work that must be duplicated, replaced or removed, completed work, and extra Work. Record the progress of the Project. Maintain a daily log containing a record of weather, Contractor and sub-contractor's work on site, Contractor and sub-contractor's equipment with hours on site and idle time, number and names of workers with hours on site, work accomplished, problems encountered, and other relevant data. Provide copies of daily logs to City as requested. Include information on Contractor and the entire Project, showing percentages of completion. Daily Reports should be detailed enough to develop Time and Material payments for the contractor's work in case of future disputes. During the course of construction, we will maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections. Z&K will ensure ADA compliance an maintain copies of all permits needed to construct the project and enforce special requirements of each.

MATERIAL TESTING | Materials testing services will be provided by our subconsultant, Converse Consultants, with whom we have worked on multiple projects in the past. Z&K will be responsible for supervising and coordinating the materials and geotechnical testing program to ensure all required testing is performed with the required frequencies and documented according to the City's plans, specifications, and industry standards. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team can effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection. Z&K will develop and provide a comprehensive testing program for the Project in accordance with the contract documents.

Z&K understands that the selected firm will be responsible for providing construction engineering support to ensure delivery of the Projects remain consistent with ATP project schedules and programming guidelines, communicating with Caltrans on project deliverables and other administrative functions associated with delivering state funded Local Assistance projects.

iv. Addendums

Z&K acknowledges that there were no addendums issued.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
Z&K CONSULTANTS, INC.

This Agreement for Services ("Agreement") is entered into as of this 27th day of March, 2024 by and between the City of Cathedral City, a municipal corporation ("City") and Z&K Consultants, Inc., a women-owned, certified small business located in Southern California ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for qualifications and proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for Eighteen (18) months commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Nine Thousand One Hundred Twenty Four dollars ($209,124), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any

of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to 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 the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum,

generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and

should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, 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 Contractor's performance of the Services. Contractor 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 City Manager. Contractor 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.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(d) City may determine that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Contractor shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all 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 attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement. Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents 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 attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), 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 Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. 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 herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and

subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods,

epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Cathedral City Attn: City Clerk 68700 Avenida Lalo Guerrero Cathedral City, CA 92234
To Contractor:	Z&K Consultants, Inc. Attn: Crystal Fraire 17130 Van Buren Blvd, Suite 122 Riverside, CA 92504

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the City of Cathedral City Municipal Code and its adopted policies and procedures.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the City Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written,

made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CATHEDRAL CITY

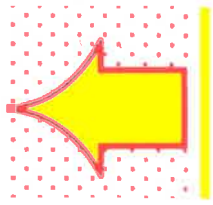
Charles P. McClendon
City Manager

ATTEST:

Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney



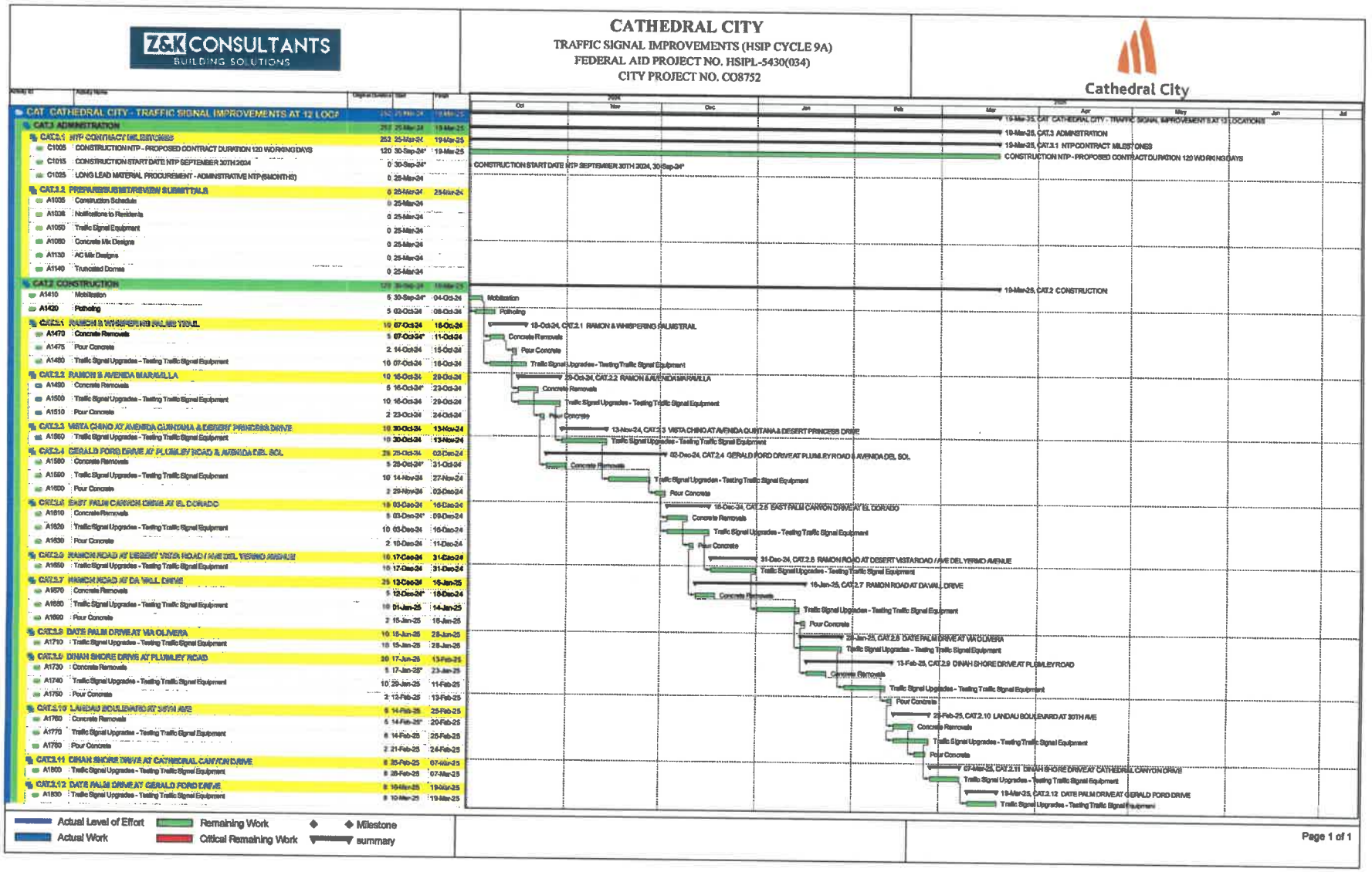
Z&K Consultants, Inc.

CRYSTAL FRAIRE
PRESIDENT

EXHIBIT "A"
SCOPE OF SERVICES

PROPOSED SCHEDULE

Our in-house design team and construction management team worked together to create the schedule since both thoroughly understand the City's expectations for this Project. Our proposed schedule was developed using Primavera P6 technology. This schedule includes the stages of work, time frames, and shows the ability to perform the required services in a timely manner.



iii. PROJECT UNDERSTANDING AND APPROACH

The team proposed on this project have extensive experience in project management, construction management, construction inspection and design. We have successfully utilized CM/PM Agency delivery on a host of projects. Through this experience we have developed management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K past performance with Cities, Counties, and other agencies shows our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead management and construction costs.

MANAGEMENT APPROACH | The Z&K Team has successfully utilized CM Agency delivery on a host of projects. Through this experience we have developed project management procedures that promote collaboration and teamwork, improve quality and maximize the value of the above project. Z&K's past performance with Cities, Counties, and other agencies show our remarkable ability to control costs, guarantee great quality of work, and meet all project deadlines. We understand the importance of Schedule Control and are known in the industry for assisting the contractor to cut the project schedule and to yield significant savings for our clients through reduction of overhead construction management and construction costs. The most significant saving is less inconvenience to the traveling public and less City exposure due to shortened construction duration. This will help extend excess project funds into other important projects. Z&K Consultants, Inc. provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. Z&K accomplished this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Construction Manager must ensure all parties understand the basic responsibilities and interrelationships of all team member such as the Owner (both project management and operations), the Design Engineer, the Contractor, the construction management team, and the subconsultants. Additionally, a good Construction Manager must have the knowledge and experience to effectively understand the interrelationships between the key management components of time, information, cost, and quality. Decision making, including obtaining sufficient information to make reasoned decisions, is the key element leading to a successful project. the project. The Z&K approach is founded on a thorough understanding of each of the management components critical to the project.

TIME MANAGEMENT | Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The key to a successfully implemented and managed schedule is the development of an accurate, detailed, and realistic baseline schedule. Z&K will review the Contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. The schedule logic and activity durations will also be analyzed to ensure the Contractor does not use float suppression techniques. Schedule float is a valuable resource for the Owner and the Contractor. Schedule implementation and administration is the next step in proper time management. The Contractor's actual progress will be documented daily. The Z&K Team will review the progress with the Contractor at the weekly meetings. The Contractor's three-week-look-ahead schedule will be compared with the work plan on the record schedule to ensure the Contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates that did not begin during the review period. This proactive approach flags potential delay issues for further discussion.

COST MANAGEMENT| Z&K will take the lead to ensure a cost management system is properly implemented and maintained. Z&K's cost management role will be in two parts. The first is to track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor. Secondly, Z&K will proactively manage the change order process. The monthly progress billing may be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month, the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the Contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the Contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work monthly. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be managed by the Z&K construction management team. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting.

FUNDING MANAGEMENT | Z&K will ensure that the City has all necessary information to comply with the funding requirements. Our team is experienced in complying with funding reporting and filing requirements. We pay close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. Our team is also experienced in ensuring that project documents show compliance with DBE reporting requirements, DBE goals, and/or good faith effort documented. Proper Project documentation is key in any audits. **Z&K is extremely familiar with state funded projects and has in-depth knowledge of the Caltrans Local Assistance Procedures Manual (LAPM), the Caltrans Construction Manual, and other Federal Highway Administration (FHWA) requirements.**

QUALITY MANAGEMENT | Quality management is an inherent CM responsibility. Z&K is knowledgeable and capable in all aspects of quality management. Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. Z&K will manage the quality of the project by taking the quality assurance lead role and implementing the Z&K quality assurance program, which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications.This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. Z&K will review the Contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. An ongoing deficiencies/corrective items list will be maintained, reviewed, and updated weekly. Quality assurance includes quality of the constructed work as well as the quality of the Contractor's document processes (such as the Contractor's submittals and RFIs).

INFORMATION MANAGEMENT | Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be distributed to all parties on a timely basis. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, RFIs, pay requests, invoices, inspection reports, and so forth. Z&K will act as the hub for the management of all information flow. Z&K has extensive experience providing document management solutions for its clients. Z&K's approach to information management also includes building a communication framework to foster partnering and teamwork relationships for all the project stakeholders. -

CODES & PROCEDURES MANAGEMENT | Z&K has a strong knowledge of the City, County, State, and Federal codes and procedures that are required to deliver a successful project. Z&K will ensure that all codes and procedures are properly followed for the City's Project.

Some of the requirements are as follows:

- Project Construction Documents
- California Building Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- California Building Energy Efficiency Standards
- Title 24, Part 2, 2.5, 3, 4, 5, 6, 11
- California Fire Code
- California Residential Code
- California Green Building Code
- California Disabled Regulations
- City Codes & Ordinances
- City Grading Code & Manual
- APWA "Greenbook" Standard Specifications for Public Works Construction
- Caltrans Standards, Specifications, and Procedures
- Caltrans Construction Manual
- Caltrans Safety Manual
- OSHA Construction Safety Orders
- 10/30-hr OSHA Training Certification
- Local Assistance Procedures Manual (LAPM)
- City Standards and Design Manuals
- State and Federal Building Codes (Site Accessibility)
- County Procedures and Guidelines
- Work Area Traffic Control Handbook (WATCH) Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Project Safety Plan (PSP)
- Site Health and Safety Plan
- Activity Hazard Analysis (AHA)

CONSTRUCTABILITY REVIEW COMMENTS

Traffic Signal Turn-On | The Engineer shall be notified at least three (3) working days prior to the intended traffic signal turn-on. The Contractor shall not proceed with the turn-on without the presence of the Engineer or his representative. The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the traffic signal controller cabinet manufacturer or his representative, present at the time of turn-on to verify operation of the equipment.

Material Delays | The Contractor must consider possible material delivery delays due to specified products; Avg TS Materials could range from 20 - 40-week lead times.

Existing Detection Maintained | Existing detection shall be maintained at all times during construction. In the event of unexpected damage by the Contractor or any of their subcontractors as determined by the City Representative, the Contractor shall commence repairs immediately. The Contractor shall replace and restore to operation any damaged detector (inductive loop or other) within three (3) calendar days after damage occurs.

Traffic Signals to Remain in Operation | Contractor will be responsible for Existing Traffic Signals to REMAIN IN OPERATION until the new/modified installation has been satisfactorily tested and placed in operation and functional during the construction period. This includes Furnishing and Supplying Maintenance, providing Temporary materials and equipment needed with no additional cost compensation. There is no separate pay item for Operations or Maintenance during construction; Operations and Maintenance is considered incidental to the construction process.

Traffic Signal Standard Pole Removals | It is the Contractor's responsibility to field verify that all Traffic Signal Standard poles that call out for removal, as well as the exposed existing foundations not on the plans must have the Foundation excavated, removed complete, and backfilled complete with 2 Sack slurry at no extra cost to the City.

Avenida Quintana / Vista Chino | Pole F is not MUTCD/ ADA compliant with the top of Anchor bolts being roughly 2" below finish sidewalk Grade.

Avenida Quintana / Vista Chino | Pole G has existing unsafe liability dent damages beyond repair. Pole is outdated and should be replaced with a new standard.

Gerald Ford Dr & Plumley Rd | Pole F is not in MUTCD / ADA compliance 1. Anchor bolts and base plate is buried and covered in Rocks; Pole should be upgraded to new standard. 2. New proposed APS push button will not be in compliance mounted on this pole since there is no flat landing disability access to push button.

E Canyon Plaza & E Palm Canyon Dr. | 1. This intersection is within State (Caltrans) ROW Easements (CA111). The Contractor will be responsible for pulling Caltrans Permits and ROW easement boundary limits before work is performed. 2. Pole E APS push button will not be ADA compliant due to the distance of button compared to crosswalk landing. City will need to add a compliant push button post to plan detail. 3. Pole A is not to standard compliance while pole base is buried in dirt slope.

Ramon Road & Avenida Del Yermo | 1. Pole A proposed push button will not be in compliance due to not having a flat concrete sidewalk area for disability access. also distance from crossing stop bar exceeds 5ft from push button. 2. Pole C is located in the middle of Ramp. The Ramp should be shifted to accommodate a flat surface at APS PB or Relocate and upgrade pole to newest standards out of ramp.

RISK MANAGEMENT LOG

Based on a comprehensive review of the project documents, Z&K has identified the following potential risks and response strategies.

ID	Risk Impact	Occurrence Probability	Risk Description	Project Impact	Response Strategy
1	High	High	Traffic Control/Street Closure Restriction	Safety & Public Inconvenience	Ensure that project phasing is followed for lowest impact to businesses and public. Our team will review the traffic control plans to ensure they comply with the WATCH manual and MUTCD requirements. We will review it for minimum lane widths and as well as continuous and safe access for pedestrians. We will ensure temporary pavement markings are implemented. Our team will work closely with the Contractor to provide advanced notice to first responders and essential services.
2	High	High	Long Lead Items	Schedule	Ensure the contractor begins process to order/procure possible long lead items or items that require coordination.
3	High	High	Agency Coordination	Schedule & Budget	Our Team will ensure that all agencies affected by this Project are invited to the pre-construction conference and informed of the Project schedule and progress. Z&K will ensure that the Project complies with all permit requirements and environmental mitigation measures.
4	High	High	Potential Hazardous Services & Utility Coordination	Schedule, Budget & Safety	Ensure that Dig Alert tickets are current and up to date prior to excavation. We will keep track of hazardous and non-hazardous and conflicting utilities during our regular progress meetings. We will ensure that the Contractor coordinates with Underground Service Alert and all utilities are marked prior to the start of construction. We will track existing utilities marked by Underground Service Alert to ensure that mark outs are recorded and documented. After mark outs, contractor will be required to pothole. Additionally, contractor shall notify all utility agencies to performing any work.
5	High	High	Extensive Change Order Claims	Schedule & Budget	Closely monitor the work and the change order process. Identify potential change orders early and proactively develop solutions.
6	High	High	Pedestrian Access During Construction	Safety & Schedule	The contractor is responsible to maintain pedestrian access around the project at all times.
7	High	High	Public/Community Outreach	Safety & Schedule	It is imperative that our community outreach does not only include property owners, business owners and residents, but also elected officials, management from the City, and all affected agencies. We will coordinate a Press Conference with the City, community, and elected officials. Prepare announcements and communicate to public early. Letters to residents will be critical as well as early placement of no parking signs.
8	High	Medium	Delays Due to Other Projects	Schedule & Budget	Z&K will work closely with the City to ensure that other scheduled projects do not interfere with our project. We will also work closely with local agencies to ensure project schedule overlap and conflicts do not occur.
9	High	Medium	Weekend Work/Overtime	Budget	All overtime shall be approved by the City prior to the commencement of work and all associated costs for inspection/construction management shall be at the expense of the contractor.
10	High	Medium	Public Safety	Safety	Z&K will work closely with the contractor to ensure that the Fire Department will be involved in the scheduling and planning stages for the streets. The Sheriff's Department will also be notified of all scheduled construction activity as this work will impact major traffic routes.
11	Medium	Medium	Damage to Private Properties	Public Inconvenience	Damage to private property and vehicles occasionally occurs during construction activities. Community outreach shall include a procedure to notify Z&K immediately if any damage occurs.
12	Medium	Medium	Job Site Housekeeping	Safety & Public Inconvenience	We will have the contractor commit to street sweeping during all construction activity. This item should not be left to the discretion of the Contractor but rather a specific directive from the City to the Contractor.

iv. SCOPE OF WORK

Our Team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and to mitigate each risk before it affects the project performance goals. Z&K proactively serves as the project's administrator and provides consistent coordination between all project stakeholders including the City, Design Engineer, and selected construction contractor and subcontractors. Z&K has thoroughly reviewed the Request for Proposal (RFP); we confirmed our team will provide all scope of work tasks as outlined in the RFP scope of services. The Z&K Team, at a minimum, will perform the following:



CONSTRUCTION MANAGEMENT | Z&K will perform a "third" party constructability review of the Project plans and specifications prior to the preconstruction conference and identify potential problems that may need attention before construction starts. We will review Project permit requirements and schedule and attend a field walk with inspector(s), design engineer, and City representatives. The team will schedule and chair a kick-off meeting with the City to discuss the proposed work plan and special concerns to be presented at the preconstruction meeting, and attend the Pre-Construction meeting. We will provide a preconstruction agenda to the City for concurrence, schedule a preconstruction meeting and notify attendees. It is envisioned that the preconstruction meeting will include all interested parties, including utilities, sub-contractors, etc. The team will provide coordination of Project activities and prepare reports and documents, as necessary, for City review and action. We will maintain at the Project site, on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders, and other modifications, in good order and marked to record all changes made during construction; shop drawings, product data; samples; submittal; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which are relevant to the contract work.

Z&K will provide weekly status reports to the City as required. We will contact the Tribal Historic Preservation Office to arrange cultural monitoring. The team will review laboratory, shop, and mill test reports of materials and equipment, and coordinate as required with the design engineer(s), as well as prepare and send a Weekly Statement of Working Days, noting the controlling operations, to the contractor. We will monitor contractor and sub-contractor compliance with State and Federal labor laws and paperwork requirements including: monitor Contractor's certified payroll; spot check payrolls for prevailing wage compliance; conduct employee interviews; maintain evidence of apprentices employed on the Project; and ensure that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare daily/weekly Resident Engineer reports listing the type of work done, controlling operation, weather conditions, important discussions/agreements with the Contractor, and any other important facts pertaining to the Project that are not specifically covered elsewhere in the contract records. We will monitor and document domestic water or sanitary sewer improvements for compliance with the Project plans and specifications and for any requirements from Coachella Valley Water District or Desert Water Agency.

The team will administer the construction contract in conformance with the requirements set forth in the Project plans and specifications including applicable requirements from Caltrans' Standard Plans and Specifications, Local Assistance Procedures, Standard Specifications for Public Works Construction and the City of Cathedral City. We will receive, log, and respond to contractor Request for Information (RFI) and conduct weekly construction progress meetings with the Contractor, Sub-contractors, City Staff, Design Engineer, Sub-consultants, affected outside agencies, general public, business owners, other consultants, etc. to discuss matters such as procedures, progress, problems, and scheduling; we will then prepare and distribute meeting minutes. Z&K will review and approve Subcontracting Request forms, coordinate and monitor all inspection activities, and maintain an open-door policy and meet with the general public as needed regarding street construction and make recommendations to address any concerns. We will receive and process all shop drawings, Project data, samples, and other submittals to the design engineer for review and establish and implement procedures for expediting the processing and approval of submittal. We will coordinate submittal review with the design engineer on an as-needed basis, coordinate with the City Engineer and other City Departments, and document all claims and maintain account records. We will provide all necessary documentation and support to the City in settling claims.

The team will administer implementation of Project's Traffic Control Plan and perform weekly reviews for conformance to approved plan. We will coordinate and schedule construction surveying, coordinate testing requirements and scheduling of material testing, and review and analyze the Contractor's schedule (weekly), including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead times. We will work with Contractor to maintain the Project schedule to show current conditions and suggest revisions as required. Z&K will recommend necessary or desirable changes in the Construction Contractor's scope of work to the City. Review and evaluate the contractor's request for changes and negotiate with the Contractor and submit recommendations to the City supported by field data related to any additional work. If change orders are accepted by the City, we will prepare change orders for signature and authorization by the city. We will maintain a log of change requests. Z&K will create and maintain "As-Built" Project schedule, review pay requests and provide recommendation for contractor payments, manage contractor DBE requirements, coordinate the Transition of the Project to City Maintenance, coordinate any training sessions required for City Staff, and conduct regular coordination meetings with property owners and business owners.

Z&K will provide the following Project closeout services: administer and coordinate final inspections, coordinate the correction and the completion of the work, assist the City in determining when the Project, or a designated portion thereof, is substantially complete, prepare for the City, a summary of the status of the work of the Contractor, listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which the Contractor shall complete uncompleted items on the certificate of substantial completion of the work, calculate the amount of final payment due to the prime Contractor, obtain evidence of certification of all lien releases, secure and transmit to the City, required guarantees, issue the notice of substantial completion, coordinate any startup requirements, deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications, collect all "As-Built" data from all contractors and consultants, and make recommendation for the release of retention. Z&K will provide construction management documents and records to the City.

LABOR COMPLIANCE | The Z&K Team will monitor the Contractor and sub-contractor compliance with State and Federal labor law and paperwork requirements including monitoring Contractor's certified payroll and supporting payroll records (statements of compliance, fringe benefit statements, deductions, apprentice registration, etc.), spot checking payrolls for compliance, monitoring applicable State and Federal prevailing wage requirements as well as providing State and Federal prevailing wage rates for labor compliance support, conducting employee interviews, maintaining evidence of apprentices/trainees employed on the Project, and ensuring that the contractor has posted all required posters, notices, and wage determinations at the job site. Z&K will prepare and present mandatory labor compliance checklist to be presented to and acknowledged by the contractor at the pre-Construction meeting.



INSPECTION | The Z&K team will review contract documents, plans and permits, attend field walks and kick off meetings, and attend the pre-construction meeting. We will monitor and enforce construction noticing requirements, including but not limited to PM10 and SWPPP requirements. We will maintain field diary (bound workbooks) during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation. The team will maintain a separate field diary for change order work. We will monitor the contractor's fugitive dust control plan and ensure the contractor using approved haul routes and they are kept clean. The team will ensure compliance with the construction contract by continuously monitoring, evaluating, approving or rejecting the Contractor's work in accordance with the approved construction contract documents. Z&K will determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard City against defects and deficiencies in the work. As appropriate, we will require special inspection or testing, or make recommendations to City regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether such work is fabricated, installed or completed.

We will track and monitor construction costs, provide and maintain a digital photographic history of the progress of the Project. Photos will also be taken of the following: Showing existing conditions prior to construction, disputed work items, work that must be duplicated, replaced or removed, completed work, and extra Work. Record the progress of the Project. Maintain a daily log containing a record of weather, Contractor and sub-contractor's work on site, Contractor and sub-contractor's equipment with hours on site and idle time, number and names of workers with hours on site, work accomplished, problems encountered, and other relevant data. Provide copies of daily logs to City as requested. Include information on Contractor and the entire Project, showing percentages of completion. Daily Reports should be detailed enough to develop Time and Material payments for the contractor's work in case of future disputes. During the course of construction, we will maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections. Z&K will ensure ADA compliance an maintain copies of all permits needed to construct the project and enforce special requirements of each.

MATERIAL TESTING | Materials testing services will be provided by our subconsultant, Converse Consultants, with whom we have worked on multiple projects in the past. Z&K will be responsible for supervising and coordinating the materials and geotechnical testing program to ensure all required testing is performed with the required frequencies and documented according to the City's plans, specifications, and industry standards. Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures. The Inspector will work with the Contractor to correct any failed tests and achieve compliance. Our team can effectively make decisions and coordinate with other professionals on field issues related to material testing and inspection. Z&K will develop and provide a comprehensive testing program for the Project in accordance with the contract documents.

Z&K understands that the selected firm will be responsible for providing construction engineering support to ensure delivery of the Projects remain consistent with ATP project schedules and programming guidelines, communicating with Caltrans on project deliverables and other administrative functions associated with delivering state funded Local Assistance projects.

iv. Addendums

Z&K acknowledges that there were no addendums issued.

EXHIBIT "B"
COMPENSATION

B. COST PROPOSAL

Engineering Department, City of Cathedral City
68700 Avenida Lalo Guerrero, Cathedral City, CA 92234

March 7, 2024

Subject: Cost Proposal for Request for Qualifications/Proposals to provide Professional Construction Engineering Support Services for Highway Safety Improvement Program (HSIP) Traffic Signal Improvements at 12 Intersections Project (Federal Project No. HSIP-5430(034) – City Project No. C08752)

To Whom it May Concern,

Z&K Consultants, Inc. (Z&K) proudly presents our cost proposal for Request for Qualifications/Proposals to provide Professional Construction Engineering Support Services for Highway Safety Improvement Program (HSIP) Traffic Signal Improvements at 12 Intersections Project (Federal Project No. HSIP-5430(034) – City Project No. C08752). Our not-to-exceed total lump sum fee for Professional Construction Engineering Support Services is **$209,124.00**.

Z&K Consultants based our cost proposal on the scope of work provided in the Request for Proposals. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements. Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All insurance will be in force at the time of contract execution.

Z&K has carefully selected this **"A-Team"** and committed our most qualified staff for the duration of the contract to deliver a successful project. We understand the importance of meeting budgets and schedules; we have a strategic plan in place to deliver projects with such benchmarks in mind. Our proposed team members are recognized as **experts** in Construction Management and Inspection services and will provide **"turn-key"** services for the City's Project.

Below is a table with the hourly rate schedule:

Z&K Consultants, Inc Hourly Rates:

Senior Construction Manager//Resident Engineer	$212.00
Senior Construction/Traffic Signal Inspector	$188.00
Project Manager/Office Engineer	$135.00
Constructability Reviewer	$166.00
Labor Compliance	$128.00

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

I will serve as the contact person for the full duration on the contract and I am authorized to bind the firm to the terms of the proposal. By signing below, I attest that all information submitted is true and accurate. This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The payment terms shall be net thirty (30) days. **We are excited about this opportunity to serve the City and are committed to the successful completion the City's important project.**

Sincerely,

Crystal Fraire

Crystal Fraire, PE | President
Z&K Consultants Inc.
17130 Van Buren Blvd. | Suite 122 | Riverside, CA 92504
951.310.7470 | cfraire@zandkconsultants.com

Z&K CONSULTANTS
BUILDING SOLUTIONS

NOT-TO-EXCEED FEE SCHEDULE

The fee proposal shall be based on a not-to-exceed fee for a construction period of 72 working days. This assumes 40 hours for constructability review, 2 hours a day for the Senior Construction Manager/ Resident Engineer, full-time for the Senior Construction/Traffic Signal Inspector, 4 hours a week for the Labor Compliance Officer, and 2 hours a day for the Project Manager/Office Engineer.

COST PROPOSAL FOR REQUEST FOR QUALIFICATIONS/PROPOSALS TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) TRAFFIC SIGNAL IMPROVEMENTS AT 12 INTERSECTIONS PROJECT (FEDERAL PROJECT NO. HSIP-5430(034) – CITY PROJECT NO. C08752)							
Task/ Classification	**Senior Construction Manager/ Resident Engineer (Hrs)**	**Senior Construction/ Traffic Signal Inspector (Hrs)**	**Labor Compliance Officer (Hrs)**	**Project Manager/ Office Engineer (Hrs)**	**Constructability Reviewer (Hrs)**	**Material Testing Services**	**Total Cost**
Hourly Rate	**$ 212.00**	**$ 188.00**	**$ 128.00**	**$ 135.00**	**$ 166.00**	-	
Pre-Construction Services	8	16	8	16	24	-	$11,872.00
Construction Management	144	-	-	-	-	-	$30,528.00
Construction Inspection	-	576	-	-	-	-	$108,288.00
Office Engineering	-	-	-	144	-	-	$19,440.00
Labor Compliance	-	-	60	-	-	-	$7,680.00
Project Closeout	40	24	8	40	-	-	$19,416.00
Material Testing Services	-	-	-	-	-	$11,900.00	$11,900.00
TOTAL	**$40,704.00**	**$115,808.00**	**$9,728.00**	**$27,000.00**	**$3,984.00**	**$11,900.00**	**$209,124.00**

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

Z&K CONSULTANTS
BUILDING SOLUTIONS

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AMENDMENT NO. 1
TO THE
AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
WILLDAN ENGINEERING

In accordance with the "Agreement for Services" dated April 24, 2024, (referred to as the "Agreement"), by and between the City of Cathedral City, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant"), and in accordance with Section 28 of the Agreement, entitled, "Amendments", this Amendment Number One (1) to the Agreement is made and entered into this 14th day of August 2024, ("Effective Date").

RECITALS

A. City and Consultant entered into an Agreement for Services to provide on-call engineering support and grant administration services for state and federal funded transportation projects, initially approved by the City Council on April 24, 2024.

B. The Agreement is subject to certain contract requirements identified in the Caltrans Local Assistance Procedure Manual (LAPM). Amendment No. 1 includes all the latest Caltrans LAPM provisions.

C. The parties wish to amend the Agreement for the first time to: (1) incorporate current Caltrans LAPM requirements for professional design services agreements.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Section 1. The foregoing Recitals are true, correct, and incorporated by this reference herein as material terms relied upon by the Parties in agreeing to and executing this Amendment No. 1.

Section 2. The following Articles from Caltrans LAPM provisions will be amended into the agreement:

"As used throughout the Addendum 1, LOCAL AGENCY shall mean City.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on April 24, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on May 24, 2025, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A Scope of Services. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Exhibit A Scope of Services, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by

the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following email addresses:

ALee@cathedralcity.gov; accountspayable@cathedralcity.gov.

E. The total amount payable by LOCAL AGENCY shall not exceed One Hundred Four Thousand Fourteen Dollars $(104,014).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL

AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above,

IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days

from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT

are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    a. The information contained in the payroll record is true and correct.
    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards

Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and

§1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the

CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to

commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT,

subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record

by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 10%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:
    - Name and business address of each 1 -tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business

Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the

noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY

administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.

C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of City Manager and City Engineer, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against

such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to

comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations

relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by

the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

Section 3. Except as specifically amended by this Amendment No.1, the remaining terms of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

SUMMARY:

Amendment No. 1 added latest Caltrans provisions identified in the LAPM for professional design services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 1 to be executed as of the date first written above.

CITY OF CATHEDRAL CITY	**Willdan Engineering**
By: Charles P. McClendon City Manager	**By:** Chris Baca Director
ATTEST:	
By: Tracey R. Hermosillo, CMC City Clerk	**By:**
By: Eric S. Vail City Attorney	

EXHIBIT "A"
SCOPE OF SERVICES

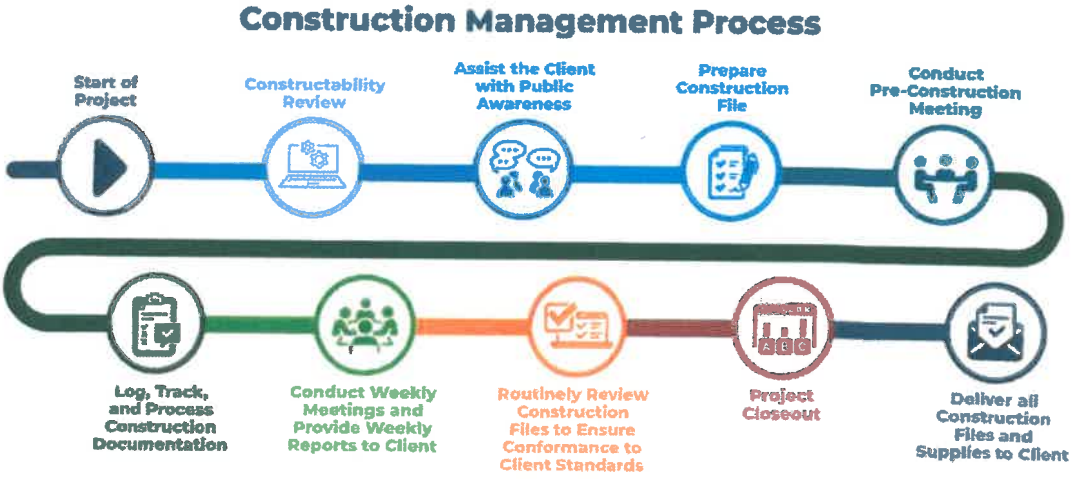
with regulatory agency permitting requirements and environmental, design, and construction procedures and requirements for capital improvement and private land development projects. Although each project may encompass different components and requirements, the general process remains the same – following the Greenbook and Caltrans Local Assistance Procedures Manual (LAPM). We are experts in meeting and guiding projects to pass Caltrans requirements.

Scope of Work

Construction Management Approach

Willdan provides expertise in all areas of construction management, inspection, labor compliance, material testing, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors and provide significant insight for identifying and correcting discrepancies, ambiguities, omissions, or conflicts in contract documents that could generate misinterpretation and/or disagreements between the City and the contractor.

Willdan has experience in managing projects that span ADA improvements, street improvements, traffic marking, pavement rehabilitation, water, wastewater, stormwater, landscaping, irrigation, parks, traffic signal, and lighting improvements, and has experience in best practices to avoid potential conflicts and avoid or mitigate any hazards during construction. Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Below is a basic overview of the Construction Management process for a typical construction project.



Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion
- Managing Caltrans administered projects

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.



Project Administration

Our construction management services focus on coordination, review, tracking, reporting, and field inspections to ensure the work quality is in compliance with LAPM requirements, City standards and the contract documents. Chris Baca will serve as Willdan's project manager. Chris will work with our proposed construction manager and public works to work proactively in assisting the general contractor's construction efforts and maintain fluid channels of communication with Willdan's construction services team. Our team's goal is to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications. Initial project administration protocols include:

- Construction document review for constructability
- Preconstruction meeting with the contractor, City representatives, designer, and others deemed necessary by the City or Willdan

Once construction has begun, Willdan will:

- Review and monitor the work as it is constructed, along with supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the budget.
- Track the progress and quality of construction.
- Log and process submittals, RFIs, RFCs, and CCOs.
- Track labor and equipment.
- Review and assist with resolution of all technical data and issues.
- Provide daily and weekly reports to the City on construction progress and technical and economic parameters.
- Monitor construction file for conformance with applicable LAPM requirements.

Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team. Chris is the base for any decisions and provides assignment of specific duties daily, while monitoring the success of their fulfillment. He has specific administrative duties, which include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system.

Detailed Breakdown

Below is Willdan's comprehensive approach to providing the City's requested services.

Construction Management

1. Review plans, specifications, and all other contract- and construction-related documents, including grant requirements.
2. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
3. Prepare construction file, including establishment of document control systems. A copy of Willdan's construction file checklist can be provided upon request.
4. Ensure contractor distributes public construction notices and places construction and information signs.
5. Prepare special concerns to be presented at preconstruction conference.
6. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
7. Review contractor's safety program in consultation with City staff.
8. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents.
9. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.

10. Closely review schedule and advise contractor to take action on schedule slippage.
11. Document contractor's 20-day notices, mechanic's liens, and stop notices.
12. Assume responsibility for coordination with inspection staff and City staff.
13. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
14. Coordinate contractor's field work with utility companies and other agencies.
15. Prepare weekly statement of working days and submit to contractor and City.
16. Establish and conduct weekly construction progress meetings to:
    a. Resolve all old business issues to maximum extent possible
    b. Address all items of new business as presented by any party
    c. Review project schedule and address any deviations
    d. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
    e. List status of construction items recently undertaken or ongoing
    f. List planned construction items for next two weeks (two-week look ahead schedule)
    g. Review SWPPP issues
    h. Review contractor's safety program
17. Prepare minutes for weekly construction progress meeting.
18. Coordinate with the City's labor compliance consultant to ensure compliance with state code on labor compliance.
19. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
20. Evaluate and respond to contractor's requests for clarification of plans and specifications.
21. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
22. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
23. Perform quantity, time, and cost analyses required for negotiation of contract changes.
24. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
25. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
26. Maintain all data for change orders and record information about time of dispute, time of notification by contractor, and action taken by inspector.
27. Monitor materials documentation and testing results and enforce corrections.
28. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.
29. Monitor preparation of punch list at substantial completion and follow up.
30. Routinely review construction files to ensure conformance to City standards and good construction management practices.
31. Ensure City receives as-built set of drawings at completion.
32. Assist City with stop notices and release of retention.
33. Provide memorandum of clearance to issue notice of completion.
34. Finalize and deliver all construction files and supplies to City for their records.

Labor Compliance

1. Verify applicable wage determination ten (10) days prior to bid opening; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by plan holders.
2. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with California Department of Industrial Relations; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and



State Division of Labor Standards Enforcement debarment lists.

3. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
4. Verify and document job-site posting of wage rate information and labor compliance posters.
5. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
6. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
7. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
8. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
9. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
10. Coordinate project file reviews by authorized county, state, and federal agencies.
11. Submit complete federal labor compliance file to City for retention.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Inspector will provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
9. Provide Willdan's labor compliance manager with federally compliant labor and equipment reports, labor classification interviews. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
15. Ensure contractor restores centerline ties and provides updated centerline tie-out notes, if any are disturbed.

16. Ensure compliance of Underground Service Alert notification/delineation.
17. Evaluate the contractor's operation and production with respect to quality and progress and report to the construction manager.
18. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
19. Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
20. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
21. Prepare and maintain detailed daily diary inspector reports on construction progress.
22. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
23. Assist with the review and evaluation of change order work.
24. Provide complete measurements and calculations documentation to administer progress payments.
25. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
26. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.

Material Testing

1. Attend meetings, as needed, with project team.
2. Review existing geotechnical reports and project plans and specifications.
3. Perform laboratory testing.
4. Verify compliance with approved project plans, specifications, and applicable code requirements.
5. Provide as-needed testing for proposed removal and replacement of damaged street sections.
6. Provide compaction testing for leveling course and final paving.
7. Provide as-needed asphalt plant inspection and monitoring.
8. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
9. Submit reports/updates of ongoing tests, i.e., seven-day and off-schedule breaks.
10. Submit final report of completed laboratory tests, i.e., 28-day results for concrete.
11. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

Federal Funding Administration

Award Package

1. Prepare the award package following the award of the construction contract and receiving the following items from the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, proof of advertisement, Caltrans Finance Letter, and executed Program Supplement Agreement.
2. Prepare LAPM Exhibits 15-C Local Agency Project Advertising Checklist and 15-I Local Agency Bid Opening Checklist for the project file, 15-L Local Agency Contract Award Checklist, 15-M Detail Estimate and Summary, 15-B Resident Engineer's Construction Contract Administration Checklist based on the awarded bid, and 3-A Project Authorization/Adjustment Request if making an adjustment to the Finance Letter.
3. Submit package to the Caltrans DLAE within 60 days of award along with the following items provided by the City: as-advertised plans and specifications, LAPM Exhibits 15-G Local Agency Bidder DBE Commitment (Construction Contracts), 15-H Good Faith Effort, and 9-E Evaluation of Good Faith Effort Memo.

Progress Invoicing

1. Prepare progress invoices at least every 6 months.
2. Monitor the Inactive Obligations List on the Caltrans Local Assistance website and notify City staff of any pending deadlines to submit invoices.
3. Prepare LAPM Exhibit 5-A Local Agency Invoice based on the following items provided by the City: contractor progress



payments, cancelled checks, and a copy of 15-L Local Agency Contract Award Checklist (first construction invoice only).

4. Submit package to the Caltrans DLAE.

Final Invoice & Final Report of Expenditures

1. Prepare a request for post-award finance letter adjustment, if needed, based on the final construction costs prior to submitting the Final Invoice package to close out the project and submit to the Caltrans DLAE LAPM Exhibits 3-A Project Authorization/Adjustment Request, 15-M Detail Estimate and Summary, and 17-E Change Order Summary.
2. Prepare LAPM Exhibits 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist, 17-C Local Agency Final Inspection Form, 17-G Materials Certificate, 5-A Local Agency Invoice, 15-M Final Detail Estimate and Summary, and 17-E Change Order Summary along with the following items to be provided by the City: LAPM Exhibits 17-F Final Report - Utilization of DBE, First Tier Subcontractors and 17-O DBE Certification Status Change, contractor progress payments, final retention payment, and copies of cancelled checks.
3. Submit package to the Caltrans DLAE.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
WILLDAN ENGINEERING

This Agreement for Services ("Agreement") is entered into as of this 24th day of April, 2024 by and between the City of Cathedral City, a municipal corporation ("City") and Willdan Engineering, a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by request for qualifications and proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for Thirteen (13) months commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Service Provider to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Four Thousand Fourteen dollars ($104,014), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this

Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to 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 the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

(a) Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum,

generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Contractor warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and

should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, 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 Contractor's performance of the Services. Contractor 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 City Manager. Contractor 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.

(b) City understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(d) City may determine that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Contractor shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all 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 attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement. Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents 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 attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), 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 Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. 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 herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and

subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods,

epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	City of Cathedral City Attn: Engineering Department 68700 Avenida Lalo Guerrero Cathedral City, CA 92234
To Contractor:	Willdan Engineering Attn: Chris Baca 650 E. Hospitality Lane, Suite 400 San Bernardino, CA 92408

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the City Manager's contracting authority under the City of Cathedral City Municipal Code and its adopted policies and procedures.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the City Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City's City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City's rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written,

made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CATHEDRAL CITY

Charles P. McClendon
City Manager

ATTEST:

Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

Willdan Engineering

DIRECTOR
5-1-2024

EXHIBIT "A"
SCOPE OF SERVICES

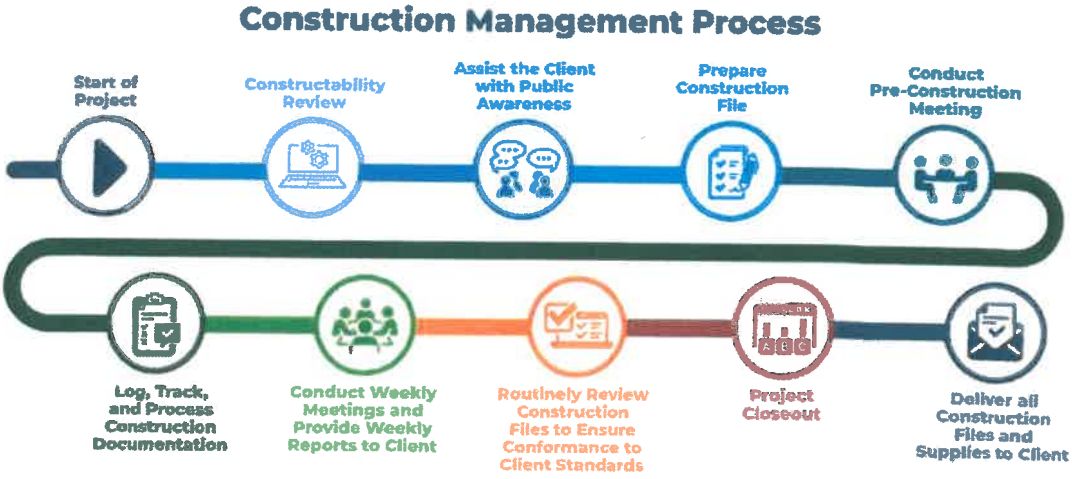
with regulatory agency permitting requirements and environmental, design, and construction procedures and requirements for capital improvement and private land development projects. Although each project may encompass different components and requirements, the general process remains the same – following the Greenbook and Caltrans Local Assistance Procedures Manual (LAPM). We are experts in meeting and guiding projects to pass Caltrans requirements.

Scope of Work

Construction Management Approach

Willdan provides expertise in all areas of construction management, inspection, labor compliance, material testing, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors and provide significant insight for identifying and correcting discrepancies, ambiguities, omissions, or conflicts in contract documents that could generate misinterpretation and/or disagreements between the City and the contractor.

Willdan has experience in managing projects that span ADA improvements, street improvements, traffic marking, pavement rehabilitation, water, wastewater, stormwater, landscaping, irrigation, parks, traffic signal, and lighting improvements, and has experience in best practices to avoid potential conflicts and avoid or mitigate any hazards during construction. Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Below is a basic overview of the Construction Management process for a typical construction project.



Our team is adept at:

- Anticipating job site problems
- Calling job site problems to the project manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion
- Managing Caltrans administered projects

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City project manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.



Project Administration

Our construction management services focus on coordination, review, tracking, reporting, and field inspections to ensure the work quality is in compliance with LAPM requirements, City standards and the contract documents. Chris Baca will serve as Willdan's project manager. Chris will work with our proposed construction manager and public works to work proactively in assisting the general contractor's construction efforts and maintain fluid channels of communication with Willdan's construction services team. Our team's goal is to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications. Initial project administration protocols include:

- Construction document review for constructability
- Preconstruction meeting with the contractor, City representatives, designer, and others deemed necessary by the City or Willdan

Once construction has begun, Willdan will:

- Review and monitor the work as it is constructed, along with supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the budget.
- Track the progress and quality of construction.
- Log and process submittals, RFIs, RFCs, and CCOs.
- Track labor and equipment.
- Review and assist with resolution of all technical data and issues.
- Provide daily and weekly reports to the City on construction progress and technical and economic parameters.
- Monitor construction file for conformance with applicable LAPM requirements.

Willdan's team is unique in that it is structured as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, while at the same time having minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduce costs. This structure provides a natural quality assurance/control system for the team. Chris is the base for any decisions and provides assignment of specific duties daily, while monitoring the success of their fulfillment. He has specific administrative duties, which include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system.

Detailed Breakdown

Below is Willdan's comprehensive approach to providing the City's requested services.

Construction Management

1. Review plans, specifications, and all other contract- and construction-related documents, including grant requirements.
2. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
3. Prepare construction file, including establishment of document control systems. A copy of Willdan's construction file checklist can be provided upon request.
4. Ensure contractor distributes public construction notices and places construction and information signs.
5. Prepare special concerns to be presented at preconstruction conference.
6. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
7. Review contractor's safety program in consultation with City staff.
8. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents.
9. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.

10. Closely review schedule and advise contractor to take action on schedule slippage.
11. Document contractor's 20-day notices, mechanic's liens, and stop notices.
12. Assume responsibility for coordination with inspection staff and City staff.
13. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
14. Coordinate contractor's field work with utility companies and other agencies.
15. Prepare weekly statement of working days and submit to contractor and City.
16. Establish and conduct weekly construction progress meetings to:
    a. Resolve all old business issues to maximum extent possible
    b. Address all items of new business as presented by any party
    c. Review project schedule and address any deviations
    d. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
    e. List status of construction items recently undertaken or ongoing
    f. List planned construction items for next two weeks (two-week look ahead schedule)
    g. Review SWPPP issues
    h. Review contractor's safety program
17. Prepare minutes for weekly construction progress meeting.
18. Coordinate with the City's labor compliance consultant to ensure compliance with state code on labor compliance.
19. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
20. Evaluate and respond to contractor's requests for clarification of plans and specifications.
21. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
22. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
23. Perform quantity, time, and cost analyses required for negotiation of contract changes.
24. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
25. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
26. Maintain all data for change orders and record information about time of dispute, time of notification by contractor, and action taken by inspector.
27. Monitor materials documentation and testing results and enforce corrections.
28. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.
29. Monitor preparation of punch list at substantial completion and follow up.
30. Routinely review construction files to ensure conformance to City standards and good construction management practices.
31. Ensure City receives as-built set of drawings at completion.
32. Assist City with stop notices and release of retention.
33. Provide memorandum of clearance to issue notice of completion.
34. Finalize and deliver all construction files and supplies to City for their records.

Labor Compliance

1. Verify applicable wage determination ten (10) days prior to bid opening; document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by plan holders.
2. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with California Department of Industrial Relations; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and



State Division of Labor Standards Enforcement debarment lists.

3. Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
4. Verify and document job-site posting of wage rate information and labor compliance posters.
5. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
6. Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
7. Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
8. Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
9. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
10. Coordinate project file reviews by authorized county, state, and federal agencies.
11. Submit complete federal labor compliance file to City for retention.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Inspector will provide full-time and as-needed construction inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
9. Provide Willdan's labor compliance manager with federally compliant labor and equipment reports, labor classification interviews. Willdan's inspector will work with our Labor Compliance Manager to monitor and verify specified DBE's.
10. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with the contractor.
12. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
13. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
14. Coordinate with Contractor and utility companies to assist in the identification of unknown utilities and possible relocation of interfering structures or lines.
15. Ensure contractor restores centerline ties and provides updated centerline tie-out notes, if any are disturbed.

16. Ensure compliance of Underground Service Alert notification/delineation.
17. Evaluate the contractor's operation and production with respect to quality and progress and report to the construction manager.
18. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
19. Coordinate testing and closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
20. Maintain copies of all permits needed to construct the projects and enforce special requirements of each.
21. Prepare and maintain detailed daily diary inspector reports on construction progress.
22. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
23. Assist with the review and evaluation of change order work.
24. Provide complete measurements and calculations documentation to administer progress payments.
25. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
26. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.

Material Testing

1. Attend meetings, as needed, with project team.
2. Review existing geotechnical reports and project plans and specifications.
3. Perform laboratory testing.
4. Verify compliance with approved project plans, specifications, and applicable code requirements.
5. Provide as-needed testing for proposed removal and replacement of damaged street sections.
6. Provide compaction testing for leveling course and final paving.
7. Provide as-needed asphalt plant inspection and monitoring.
8. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
9. Submit reports/updates of ongoing tests, i.e., seven-day and off-schedule breaks.
10. Submit final report of completed laboratory tests, i.e., 28-day results for concrete.
11. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

Federal Funding Administration

Award Package

1. Prepare the award package following the award of the construction contract and receiving the following items from the City: the engineer's final opinion of probable construction cost, contractor's bid, bid analysis, proof of advertisement, Caltrans Finance Letter, and executed Program Supplement Agreement.
2. Prepare LAPM Exhibits 15-C Local Agency Project Advertising Checklist and 15-I Local Agency Bid Opening Checklist for the project file, 15-L Local Agency Contract Award Checklist, 15-M Detail Estimate and Summary, 15-B Resident Engineer's Construction Contract Administration Checklist based on the awarded bid, and 3-A Project Authorization/Adjustment Request if making an adjustment to the Finance Letter.
3. Submit package to the Caltrans DLAE within 60 days of award along with the following items provided by the City: as-advertised plans and specifications, LAPM Exhibits 15-G Local Agency Bidder DBE Commitment (Construction Contracts), 15-H Good Faith Effort, and 9-E Evaluation of Good Faith Effort Memo.

Progress Invoicing

1. Prepare progress invoices at least every 6 months.
2. Monitor the Inactive Obligations List on the Caltrans Local Assistance website and notify City staff of any pending deadlines to submit invoices.
3. Prepare LAPM Exhibit 5-A Local Agency Invoice based on the following items provided by the City: contractor progress



payments, cancelled checks, and a copy of 15-L Local Agency Contract Award Checklist (first construction invoice only).

4. Submit package to the Caltrans DLAE.

Final Invoice & Final Report of Expenditures

1. Prepare a request for post-award finance letter adjustment, if needed, based on the final construction costs prior to submitting the Final Invoice package to close out the project and submit to the Caltrans DLAE LAPM Exhibits 3-A Project Authorization/Adjustment Request, 15-M Detail Estimate and Summary, and 17-E Change Order Summary.
2. Prepare LAPM Exhibits 17-A Federal Report of Expenditures Letter and the Report of Expenditures Checklist, 17-C Local Agency Final Inspection Form, 17-G Materials Certificate, 5-A Local Agency Invoice, 15-M Final Detail Estimate and Summary, and 17-E Change Order Summary along with the following items to be provided by the City: LAPM Exhibits 17-F Final Report - Utilization of DBE, First Tier Subcontractors and 17-O DBE Certification Status Change, contractor progress payments, final retention payment, and copies of cancelled checks.
3. Submit package to the Caltrans DLAE.

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2024 | 5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC (dba Lockton Insurance Brokers, LLC) 777 S. Figueroa Street, 52nd Fl CA License #0B99399 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1506306 Willdan Engineering 13191 Crossroads Parkway North, Suite 405 City of Industry, CA 91746	INSURER A : Transportation Insurance Company — NAIC # 20494 INSURER B : National Fire Insurance Co of Hartford — 20478 INSURER C : Allied World Surplus Lines Insurance Company — 24319 INSURER D : The Continental Insurance Company — 35289 INSURER E : American Casualty Company of Reading, PA — 20427 INSURER F :

COVERAGES WILLD01 **CERTIFICATE NUMBER:** 20544211 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	7063481190	11/9/2023	11/9/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	7063481156	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	7063481173 (AOS) 7063481187 (CA)	11/9/2023 11/9/2023	11/9/2024 11/9/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Arch&Eng Prof	N	N	0313-5950	11/9/2023	11/9/2024	Per Claim:$1,000,000 Aggregate:$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2024 - HSIP Cycle 98: Varner Road Safety Improvements Project (CIP no. 8751). Cathedral City, it's respective elected and appointed officers, officials, employees and volunteers are included as Additional Insured(s) in accordance with the provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the provisions of the policies. See the next page. . .

CERTIFICATE HOLDER

20544211
Cathedral City
Attention: Armando J. Garcia Baldizzone
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

A Waiver of Subrogation is granted in favor of Cathedral City, its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor in accordance with the policy provisions of the Workers' Compensation policy. Policies include 30-days' notice of cancellation (except 10 days for non-payment of premium) and the provisions of each policy govern how notice of cancellation may be delivered to Certificate Holder. Separation of Insureds - except with respect to the Limits of Liability in the General Liability policy and any rights or duties specifically assigned to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured and Separately to each insured against whom the claim or suit is brought. General Liability deductible - $0; Automobile Liability deductible - $0 ($1,000 for Comprehensive/Collision); Professional Liability SIR - $0.

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Attachment Code: D603994 Certificate ID: 20544211

CNA

CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY- NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium):	30
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1.YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
Address:	DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE..

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period,** the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

Commercial Automobile

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Persons Or Organizations
Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage
Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. **Number of days advance notice:**

30 Days if we cancel for non-payment of premium.

10 Other than Non-Pay Cancel Days Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

Name:	ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1.YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE , NUMBER OF DAYS
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers,
takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another

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Attachment Code: D604000 Certificate ID: 20544211

CNA

Workers Compensation

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations
The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge 2.00%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Attachment Code: D603998 Certificate ID: 20544211

CNA

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice**:

   For nonpayment of premium:

   10

2. For any other reason:

   30

3. **Name and Address of Person or Organization:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1.YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRIT TEN REQUEST FROM YOU TO US.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Attachment Code: D603998 Certificate ID: 20544211

CNA

NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY:**

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. **Number of days advance notice**:

   For nonpayment of premium:

   10

2. For any other reason:

   30

3. **Name and Address of Person or Organization:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1.YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2.WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRIT TEN REQUEST FROM YOU TO US.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

ENDORSEMENT NO. 5

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on November 9, 2023, forms part of

Policy No.	0313-5950
Issued to	Willdan Engineering
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the Company cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Company, either directly or through its broker of record, the email address of the contact at such entity; and

3. the Company receives this information after the First Named Insured receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Company;

the Company will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the Company emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Company has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the Insurer's part to deliver the Advice will not impose liability of any kind upon the Insurer or invalidate the cancellation.

Any Certificate Holder is not an Insured or a Loss Payee under this Policy. No coverage will be available under this Policy for any Claim brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

Staff Report

City Council

Item No. 3.F

Meeting Date: August 14, 2024

From: John A. Corella, Director of Public Works

Title: Amendment Six to AB 2766 Memorandum of Understanding (MOU) Between CVAG and Member Jurisdictions to Provide Sustainable Funding of the Regional PM10 Street Sweeping Program

RECOMMENDATION:
To approve Amendment Six to AB 2766 Memorandum of Understanding (MOU) between the Coachella Valley Association of Governments (CVAG) and member jurisdictions to maintain contributions from the cities and the County at 75% to provide sustainable funding of the regional PM10 Street Sweeping Program through June 30, 2026; and authorize the City Manager to execute Amendment Six to the AB 2766 Memorandum of Understanding (MOU).

BACKGROUND:

Coachella Valley and the Salton Sea Air Basin are designated non-attainment areas for PM10, or air particulate matter less than 10 microns. The primary source of PM10 is dust-generating activities like vehicles traveling over paved or unpaved streets and through construction zones. Since the early 1990's, CVAG and its member agencies have cooperated on a Regional PM10 Arterial Street Sweeping Program – one of the most significant air quality control measures that can be taken to reduce PM10 throughout our region. This program has the added benefit of keeping all major streets in the Coachella Valley clean at a low per-mile cost due to economies of scale.

The Arterial Street Sweeping Program is currently funded by three main sources:

1. Reallocation of a portion of AB 2766 funds dispersed to individual jurisdictions based on vehicle license plate renewals.

2. Grant funding from the South Coast Air Quality Management District (SCAQMD).

3. The Coachella Valley Air Quality Enhancement Fund, managed by Riverside County, also known as Colmac funds.

The SCAQMD grant is in the amount of $1,150,000 and provides approximately $220,000 annually for the five years for the arterial street sweeping grant program. The grant is

currently in year three of five. The Colmac funds received by the County are associated with mitigating air pollution impacts from the Colmac power plant in Mecca, CA. Since July 2010, the County has set aside $150,000 each year for the regional arterial street sweeping program. The current term runs through FY24/25, and CVAG is working with the County to request an extension of this grant, to continue to support dust mitigation in the Coachella Valley.

The remaining AB 2766 funding sent to cities and counties by the SCAQMD is generated by a surcharge on annual DMV fees and must be used to reduce air pollution generated by motor vehicles. In previous years when funding from other sources tended to fluctuate, AB 2766 contributions from CVAG member jurisdictions also ranged from 33% to 100%, which is allocated towards monthly sweeping of arterial streets.

DISCUSSION:

In 2020, the Fifth Amendment to the MOU for this reallocation requested that 75% of AB 2766 funds be directed toward the regional arterial street sweeping program. The term of the Fifth Amendment expired on June 30, 2024. With this Amendment Six, CVAG requests that the jurisdictional contribution level remains at 75% for the next two years, through June 30, 2026. One hundred percent of all funding goes toward the arterial street sweeping program, currently operated by CVAG under contract with CleanStreet. Amendment Six to the MOU was approved by the CVAG Executive Committee on April 29, 2024. This recommendation was also reviewed and supported by the CVAG Energy and Sustainability Committee on April 11, 2024.

Note that in Cathedral City, the residential streets are swept once a month through a contract supported by the solid waste fees per the Burrtec agreement. Arterial streets are swept once a month through this agreement with CVAG.

Staff recommends that Amendment Six to the MOU, to maintain the 75% commitment of AB 2766 funds from CVAG member jurisdictions, be continued for the next two fiscal years through June 30, 2026. Identical MOU Amendments are being circulated to all participating member agencies for approval by their respective governing bodies.

FISCAL IMPACT:

Adequate funding for the Reginal PM-10 Street Sweeping Program is dependent upon all three funding streams – AB 2766, South Coast AQMD grant, and the Colmac Allocation. The CVAG quarterly reimbursement activity is managed through Fund 242, Air Quality Fund.

FIVE-YEAR STRATEGIC PLAN:

Goal B – Community Investment
Objective: Cathedral City roads, gateways, public spaces, and other infrastructures are well planned, designed, constructed and maintained.

ATTACHMENTS:

1. CVAG Staff Report

2. Amendment 6

ITEM 7J

Coachella Valley Association of Governments
Executive Committee
April 29, 2024

STAFF REPORT

Subject: **Amendment Six to AB 2766 Memorandum of Understanding**

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Approve Amendment Six to the AB 2766 Memorandum of Understanding between CVAG and the member jurisdictions to maintain the contributions at 75% for the Regional PM 10 Street Sweeping Program, through June 30, 2026

Energy & Sustainability Committee: Concurred (Meeting of April 11)

Background: Since the early 1990s, CVAG and its member agencies have cooperated on the Regional PM 10 Street Sweeping Program. This program is the best available control measure to reduce PM 10 (particulate matter of less than 10 microns), which originates from dust-generated activities such as vehicle traffic and construction. PM 10 is a criteria air pollutant and poses a significant risk to public health if left unabated. As such, CVAG member agencies have participated in the AB 2766 Memorandum of Understanding (MOU), where they contribute 75% of their AB 2766 funds to CVAG for the program. This program is a key component of the Coachella Valley's State Implementation Plan to address high levels of PM 10, which places the Coachella Valley in non-attainment.

In June 2020, the CVAG Executive Committee approved Amendment Number 5 to the MOU for a term of four years. It is set to expire on June 30, 2024. Staff is now recommending Amendment 6 to the MOU, which retains the same contribution level but for a shorter, two-year term. This will allow CVAG staff time to assess the impact that the increasingly frequent and severe blowsand events have on regional roads.

Weather events like the Valentine's Day storm in February 2019 and Tropical Storm Hilary in August 2023 were unprecedented for the desert. Tropical Storm Hilary brought an excessive amount of mud and sediment runoff, which compounded by severe winds has resulted in a substantial increase in the volume of dirt needing to be swept. As these events become more frequent, CVAG staff recognizes the need to take a proactive approach to assess the situation and associated program costs more frequently than every four years. Based on the assessment and findings over the next two years, CVAG staff will provide a recommendation on the current 75% commitment or if adjustments are warranted.

CVAG staff recommends that Amendment Six to the MOU to maintain the 75% commitment of AB 2766 funds from CVAG member jurisdictions be continued for the next two fiscal years through June

30, 2026. With approval by the CVAG Executive Committee, Amendment Six will be circulated to all participating member agencies for approval by their respective governing bodies.

Fiscal Analysis: AB 2766 funds are allocated to CVAG's individual jurisdictions as a percentage of vehicle license plate renewals. Through the MOU, these funds are redirected to the Regional PM 10 Street Sweeping Program.

Currently CleanStreet is under contract to conduct the regional street sweeping program for CVAG. The program is a cost-effective approach to keeping all the major streets in the Coachella Valley clean due to economies of scale, which results in low per-mile cost. Additionally, the program has historically received support from the South Coast Air Quality Management District (SCAQMD). In January 2019 the SCAQMD awarded CVAG a grant in the amount of $1,150,000 for five years of the street sweeping program. The grant is in year three with an allocation amount of $220,000 per year. The program is also supported through funding from the Coachella Valley Air Quality Enhancement Program Fund (COLMAC), which allocates $150,000 per year to the program. The COLMAC funding is approved by the County of Riverside Board of Supervisors and current funding from this source is approved from FY 20/21 through 24/25. CVAG staff will work with the County of Riverside to request an extension of this grant, to continue to support dust mitigation in the Coachella Valley.

The City of Palm Springs also holds an agreement with Caltrans for the sweeping of State Highway 111 within City limits. Since 2005 CVAG has facilitated the inclusion of State Highway 111 in the City Palm Springs into the Regional PM10 Street Sweeping Program and receives an estimated $27,000.

Attachment:

1. Amendment Six to AB 2766 Memorandum of Understanding

AMENDMENT SIX
TO
AB 2766 MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
CVAG MEMBER JURISDICTIONS

JULY 1, 2024

The AB 2766 Memorandum of Understanding (MOU) is made and entered into by and between the Coachella Valley Association of Governments (CVAG) and the CVAG member jurisdictions. The parties acknowledge that this Amendment shall be for the period starting July 1, 2024, and shall bind the parties hereunder for the entire term of the two-year amendment; through June 30, 2026.

The AB 2766 MOU is hereby amended through this Amendment Six as follows:

1) At their April 29, 2024, meeting, the Executive Committee approved to maintain CVAG's AB 2766 formula at **75%** to provide sustainable funding of the Regional PM 10 Street Sweeping Program and related activities starting July 1, 2024 through June 30, 2026;

2) All other terms and conditions shall remain the same.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____

Title: Scott Matas, CVAG Chair

Date: _____

CITY OF CATHEDRAL CITY

By: _____

Title: Charles P. McClendon, City Manager

Date: _____

Staff Report

City Council

Item No. 3.G

Meeting Date: August 14, 2024

From: John A. Corella - Director of Public Works

Title: Notice of Completion for Landau Boulevard/McCallum Way Intersection Improvements

RECOMMENDATION:
To accept and approve the Landau Boulevard/McCallum Way Intersection Improvements (C08662), as final; authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to DBX, Inc. upon expiration of the notice of completion.

BACKGROUND:
On June 28, 2023, the City Council approved a construction contract with DBX, Inc. in the amount of $1,021,888.50 with a fifteen percent (15%) contingency of $153,283.28 for unforeseen construction costs, thereby making the total construction budget of $1,175,171.78.

The project consisted of the removal and demolition of existing pavement and outdated curb ramps, construction of concrete approach lanes, installation of Class II aggregate base, asphalt concrete pavement, construction of updated curb ramps, pavement striping and markings, traffic signage, and the installation of a new traffic signal.

DISCUSSION:
Construction started on February 26, 2024, and was completed on July 18, 2024.

City staff reviewed and inspected the improvements and found the project was built in accordance with all contract requirements and therefore recommends the City Council accept the project as complete.

City Council acceptance is required to approve the project's final contract amount and release retention funds. Retention funds are monies earned by the contractor withheld from progress payments pending satisfactory completion and final acceptance of the project.

Additionally, City Council acceptance of the project requires a notice of completion (NOC) be filed with the Riverside County Recorder's Office. The NOC is a written notice issued by the owner of the project, or their agent, to notify concerned parties that all work on the project has been completed. This notice also sets the period, which is thirty-five (35) days from the date the NOC is filed, within which concerned parties may exercise their lien rights against

one another. Once the thirty-five-day period has expired, and provided no claims or liens are received, the City can release retention funds.

City staff recommends the City Council accept and approve the Landau Boulevard/McCallum Way Intersection Improvements (C08662), as final; authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to DBX, Inc. upon expiration of the notice of completion.

FISCAL IMPACT:
The fiscal impact of the construction contract with DBX, Inc. is as follows:

Authorized Construction Funding

Project	Funding Source	Amount
Landau Blvd./McCallum Way Intersection Improvements	SB-1 - Fund 248	$1,021,888.50
	Project Estimated Amount =	$1,021,888.50
	15% Contingency =	$ 153,283.28
	Total Authorized Construction Funding =	**$1,175,171.78**

Final Construction Cost

The final construction expenditures with DBX, Inc. were in the amount of $1,021,888.50, which include a change order in the amount of $98,649.28.

The total final contract cost is summarized below:

Base Contract Amount	$1,021,888.50
Change Orders	$98,649.28
Final Construction Cost	**$1,120,537.78**

The final invoice (5% retention) in the amount of $56,028.39 will be released to DBX, Inc. thirty-five (35) days from the date that the NOC is filed should there be no claims or discrepancies in the work completed.

FIVE-YEAR STRATEGIC PLAN:
GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. Notice of Completion - DBX, Inc.

RECORDING REQUESTED BY
City of Cathedral City
AND WHEN RECORDED MAIL TO:

Name Tracey Hermosillo, City Clerk

Street Address 68700 Ave. Lalo Guerrero

City & State Cathedral City
CA 92234

EXEMPT RECORDING FEES PURSUANT TO CODE SECTION 6130 AND 2733

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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					T:		CTY	UNI	

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Cathedral City
3. The full address of the owner is 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234
4. The nature of the interest or estate of the owner is in fee.

(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

None

6. A work of improvement on the property hereinafter described was completed on 07/18/2024 . The work done was: Landau Boulevard/McCallum Way Intersection Improvements (C08662)
7. The name of the contractor, if any, for such work of improvement was DBX, Inc. 6/28/2023

(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)

8. The property on which said work of improvement was completed is in the city of Cathedral City , County of Riverside , State of California, and is described as follows: Intersection improvements at Landau Boulevard and McCallum Way. Road reconstruction and installation of new traffic signal.
9. The street address of said property is ~~none~~

(If no street address has been officially assigned, insert "none")

Dated: 08/14/2024

Signature of owner of corporate officer of owner named in paragraph 2 or his agent
Charles P. McClendon
City Manager, City of Cathedral City

VERIFICATION

I, the undersigned, say: I am the City Manager for the City of Cathedral City the declarant of the foregoing

("President of," "Manager of," "A partner of," "Owner of," etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ , 20 24 , at Cathedral City , California.

(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Charles P. McClendon, City Manager, City of Cathedral City

Staff Report

City Council

Item No. 3.H

Meeting Date: August 14, 2024

From: Andrew Firestine, AICP, Director of Community and Economic Development

Title: Emergency Vehicle Access Agreement with the City of Palm Springs

RECOMMENDATION:

Approve and authorize the City Manager to execute the emergency access agreement with the City of Palm Springs to grant to the City of Cathedral City the right of ingress and egress for emergency vehicles and personnel over an access easement within the City of Palm Springs for the benefit of Tract Nos. 32557 and Tract No. 32558 located within the City of Cathedral City.

BACKGROUND:

Tentative Tract Map (TTM) 32557 and TTM 32558 were approved by City Council on December 11, 2004. Tract No. 32557 is approximately 3.43 acres and consists of 11 single-family lots and Tract No. 32558 is approximately 15.64 acres and consists of 41 single-family lots. Primary vehicular access to the tracts is through the Escena Community in Palm Springs as there is no direct public access to any public streets in the City of Cathedral City side, although there is emergency access to Tract No. 32558 from Diamond Road in Cathedral City.

The conditions of approval for the TTMs required the project applicant to obtain reciprocal response agreements from the City of Palm Springs to the satisfaction of the City of Cathedral City police and fire departments prior to the recordation of the final map. The final maps were recorded in 2006 without resolution of this condition of approval. The project was also delayed and remains undeveloped. As the Escena 52 project was seeking approvals from the City of Cathedral City to renew the project in 2023, staff reassessed the original conditions of approval with the applicant and the City police and fire departments to determine how the emergency access condition could be resolved.

DISCUSSION:

The 2004 condition of approval pertaining to a reciprocal response agreement was driven by the City of Palm Springs, whose staff at the time advanced the disconnection of the project

from the City of Cathedral City and its annexation into the City of Palm Springs. While this did not occur, a condition was written assuming the City of Palm Springs would provide emergency services to the Escena 52 development if it were not developed as part of the Palm Springs Classic project and that there would be some agreement to compensate the City of Palm Springs for the provision of these services.

The City of Cathedral City police and fire departments are committed to serve the Escena 52 project. The Cathedral City Fire Station 3 is closer to the development than the closest fire station in the City of Palm Springs and it can be served by the City of Cathedral City police department. City staff have engaged with the City of Palm Springs staff and there is a shared desire for the Escena 52 project to be served by the City of Cathedral City. As such, the original condition requiring a reciprocal response agreement is seemingly obsolete. The Escena 52 project, however, remains without direct access to public streets within the City of Cathedral City.

When the City of Palm Springs approved the adjacent tracts, rights of ingress and egress for emergency vehicles and personnel were reserved over the private streets. Collaboratively, staff worked with the City of Palm Springs staff to review those rights and to prepare an emergency vehicle access agreement granting the City of Cathedral City police and fire departments access across the private streets, thereby resolving the longstanding question of how the Escena 52 project in the City of Cathedral City would be served with police and fire services.

Staff and legal counsel from the City of Cathedral City and the City of Palm Springs have negotiated the attached emergency vehicle access agreement, which also recognizes the cooperative working relationships between the respective agencies, including their respective participation in the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS) and the existing mutual aid protocol whereby participating emergency responders provide assistance across jurisdictional boundaries.

Execution of the agreement satisfies the original condition of approval and ensures emergency services are provided to the Escena 52 development, clearing the way for the issuance of building permits.

FISCAL IMPACT:

There is no direct fiscal impact of the emergency vehicle access agreement.

FIVE-YEAR STRATEGIC PLAN:

C-8, Implement a private development entitlement and plan review system which is predictable, streamlines internal intake and review processes, and creates applicant experiences which are facilitative vs regulatory

ATTACHMENTS:

1. Emergency vehicle access agreement with exhibit (access easement)

EMERGENCY VEHICLE ACCESS AGREEMENT

This EMERGENCY VEHICLE ACCESS AGREEMENT ("Agreement") is dated as of the ___ day of _____, 2024 ("Effective Date") by and between the CITY OF PALM SPRINGS, a California charter city ("Palm Springs") and the CITY OF CATHEDRAL, a California charter city ("Cathedral City") (each individually a "Party", and collectively the "Parties"), and is made with reference to the following facts:

RECITALS

A. Cathedral City has previously approved final tract maps for Tract No. 32557 and Tract No. 32558, each located in the City of Cathedral City, California (collectively, the "Subdivision").

B. There exists no emergency vehicle access to portions of the Subdivision from within the City of Cathedral City.

C. Palm Springs has previously adopted its Resolution No. 21254, approving final tract maps for Tract No. 32233-1, Tract No. 32233-2, Tract No. 32233-3, and Tract No. 32233-4, each located in the City of Palm Springs, California (collectively, the "Escena Subdivision") and situated adjacent to the westerly border of the Subdivision.

D. Pursuant to the conditions of approval of the Escena Subdivision, the owner thereof dedicated to the Palm Springs the right of ingress and egress for emergency vehicles and personnel, over the private streets within the Escena Subdivision identified as lettered lots (the "Access Easement"), attached hereto as Exhibit "A" and incorporated herein by this reference.

E. There is direct access into the Subdivision from within the City of Palm Springs across the private streets through the Escena Subdivision.

F. Palm Springs and Cathedral City are both participants in the Association of Riverside County Chiefs of Police and Sheriff ("ARCCOPS") and follow ARCCOPS Policy #014: Mutual Aid Protocol pursuant to which participating emergency responders provide assistance across jurisdictional boundaries.

G. For the purpose of minimizing the necessity of relying on mutual aid in the event of an emergency within the Subdivision, the Parties desire to formally provide for Cathedral City emergency vehicles and personnel ingress and egress to the Subdivision pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PALM SPRINGS AND CATHEDRAL CITY AGREE, AS FOLLOWS:

1. Recitals. The Recitals above are true and correct and are hereby incorporated as part of this Agreement.

2. Access. Palm Springs grants to Cathedral City the right of ingress and egress for emergency vehicles and personnel, over the Access Easement, for the exclusive and limited purpose of accessing the Subdivision across and through the Escena Subdivision, and for no other purpose. Upon the termination of this Agreement, the City shall execute any document and take any action as may be reasonably necessary to evidence such termination.

3. Indemnification. To the fullest extent permitted by law, Cathedral City and Palm Springs agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

4. Notices. Any notice to be given or other document to be delivered by either Party to the other may be delivered in person or may be deposited in the United States mail, with first class postage prepaid, and addressed as follows:

Association:	City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262 Attn: City Manager
With a Copy to:	Best, Best & Krieger, LLP 655 West Broadway, 15th Floor San Diego, CA 92101 Attn: Jeffrey S. Ballinger, City Attorney
City:	City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attn: City Manager
With a Copy to:	Burke, Williams & Sorensen LLP 1770 Iowa Avenue, Suite 240 Riverside, CA 92507-2479 Attn: Eric S. Vail, City Attorney

5. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties each

acknowledge and agree that all legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Riverside, California, or the United States District Court with jurisdiction in the County of Riverside, California.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

7. Third Party Beneficiaries. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of City and Association, and not for the benefit, directly or indirectly, of any other person or entity.

8. Severance. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed and deleted from this Agreement as a whole and neither such provision, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.

9. Counterparts. This Agreement may be executed in counterparts and when so executed, each such counterpart will constitute an original document and such counterparts will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Palm Springs and Cathedral City have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PALM SPRINGS,
a California charter city

By: _____
Scott Stiles, City Manager

Attest:

By: _____
Brenda Pree, MMC, CERA, City Clerk

Approved as to form:

Best, Best & Krieger, LLP

By: _____
Jeffrey S. Ballinger, City Attorney

CITY:

CITY OF CATHEDRAL CITY,
a California charter city

By: _____
Charlie McClendon, City Manager

Attest:

By: _____
Tracey R. Hermosillo, City Clerk

Approved as to form:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

EXHIBIT "A"

Access Easement

[Attached behind this cover page]

RESOLUTION NO. 21254

OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL MAP 32233-3 FOR PROPERTY LOCATED ALONG THE EAST SIDE OF GENE AUTRY TRAIL, SOUTH OF VISTA CHINO, IN SECTIONS 7 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH PALM SPRINGS CLASSIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY A05088

- - - - - -

WHEREAS, the Planning Commission, at its meeting of October 13, 2004, recommended approval of Tentative Tract Map 32233, prepared by MSA Consulting, Inc., representing Palm Springs Classic, LLC, a Delaware Limited Liability Company, for the above described property; and

WHEREAS, the City Council at its meeting of November 17, 2004, approved Tentative Tract Map 32233 subject to conditions; and

WHEREAS, the owner offers for dedication to the City of Palm Springs easements for public utility and sewer purposes shown as "3' PUE" and "10' PUE", along and adjacent to all private streets; easements for public utility and sewer purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Lots "A" through "O", inclusive; and easements for public utility and sewer purposes over Lots "P" through "R".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Palm Springs as follows:

1. That Final Map 32233-3 is in substantial conformance with approved Tentative Tract Map 32233; and
2. That requisite conditions associated with Tentative Tract Map 32233 have been satisfied; and
3. That Final Map 32233-3 is in conformance with the General Plan; and
4. That Final Map 32233-3 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. That the offers of dedication to the public on Final Map 32233-3 shall be accepted by the City Clerk of the City of Palm Springs; and
6. That the City Manager is hereby authorized to enter into a Subdivision Improvement Agreement with the subdivider and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
7. That the City Clerk shall cause to have recorded with the Riverside County Recorder the Subdivision Improvement Agreement; and
8. That Final Map 32233-3 is hereby approved for purposes therein defined.

ADOPTED THIS 4th day of May, 2005.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 21254 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on May 4, 2005, by the following vote:

AYES:	Members Foat, Mills, McCulloch, Pougnet and Mayor Oden
NOES:	None
ABSENT:	None
ABSTAIN:	None

James Thompson, City Clerk
City of Palm Springs, California

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32233-3

BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

MSA CONSULTING, INC. JANUARY - 2005

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
SS
COUNTY OF Riverside)

ON April 4, 2005, BEFORE ME Lynette M. Ooss, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED Tom Barts,

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(~~S~~) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(~~S~~) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES 12/25/08. MY PRINCIPAL PLACE OF BUSINESS
WITNESS MY HAND AND OFFICIAL SEAL. IS Riverside COUNTY

Lynette M. Ooss
NOTARY PUBLIC IN AND FOR SAID STATE

Lynette M. Ooss
(PRINT NAME)

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
SS
COUNTY OF LOS ANGELES)

ON APRIL 4, 2005, BEFORE ME SONIA E. GARCIA
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED
L. KURTH DEMASS AND LANCE FRANKLIN
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES MAY 9, 2007 MY PRINCIPAL PLACE OF BUSINESS
WITNESS MY HAND AND OFFICIAL SEAL. IS LOS ANGELES COUNTY.

Sonia E. Garcia
NOTARY PUBLIC IN AND FOR SAID STATE

SONIA E. GARCIA
(PRINT NAME)

NOTARY'S ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ MICHIGAN
SS
COUNTY OF OAKLAND)

ON APRIL 6, 2005, BEFORE ME DONNA J. O'BRIEN,
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED
FREA GORDON
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE), TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

MY COMMISSION EXPIRES 08/18/05. MY PRINCIPAL PLACE OF BUSINESS
WITNESS MY HAND AND OFFICIAL SEAL. IS MACOMB COUNTY.

Donna J. O'Brien
NOTARY PUBLIC IN AND FOR SAID STATE

DONNA J. O'BRIEN
(PRINT NAME)

ENGINEER'S NOTES

THE **BASIS OF BEARING** FOR THIS MAP IS THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7, T. 4 S., R. 5 E., S.B.M., ALSO BEING THE CENTERLINE OF VISTA CHINO, AS SHOWN ON PARCEL MAP NO. 27912, PER P.M.B. 183/35-37, TAKEN AS N 89°51'11" W

- ● INDICATES FOUND 1" I.P. W/TAG "R.C.E. 26401", FLUSH, PER TRACT MAP NO. 32233-1, M.B. ___/___-___, UNLESS NOTED OTHERWISE.
- ▲ INDICATES FOUND 1-1/4" BRASS DISK STAMPED "R.C.E. 26401", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.), PER TRACT MAP NO. 32233-1, M.B. ___/___-___, UNLESS NOTED OTHERWISE.
- ○ INDICATES SET 1" I.P. WITH PLASTIC PLUG STAMPED "R.C.E. 26401", FLUSH, UNLESS NOTED OTHERWISE.
- △ INDICATES SET 1-1/4" BRASS DISK STAMPED "R.C.E. 26401", FLUSH, IN A.C. PAV'T (RIV. CO. STD. TYPE "B" MON.)
- [-] INDICATES RECORD DATA PER PARCEL MAP NO. 27912, PER P.M.B. 183/35-37, AND MEASURED.
- (-) INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 32233-1, M.B. ___/___-___.
- ℄ INDICATES CENTERLINE
- R/W INDICATES RIGHT-OF-WAY
- CVWD COACHELLA VALLEY WATER DISTRICT
- PUE INDICATES PUBLIC UTILITY EASEMENT

SET NAIL AND TAG IN TOP OF CURB ON THE PROLONGATION OF ALL SIDE LOT LINES, STAMPED "R.C.E. 26401", IN LIEU OF THE FRONT LOT CORNERS.

SET 1" I.P. WITH PLASTIC PLUG STAMPED "R.C.E. 26401", SET NAIL AND TAG IN CONC. FOOTING STAMPED R.C.E. 26401 OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "R.C.E. 26401", AS APPROPRIATE, AT REAR LOT CORNERS AND ANGLE POINTS, UNLESS OTHERWISE NOTED.

TOTAL GROSS AREA = 20.206 ACRES
NUMBERED LOTS = 95 LOTS
LETTERED PRIVATE STREET LOTS = 15 LOTS
OPEN SPACE LETTERED LOTS = 3 LOTS

EASEMENT NOTES

1. AN EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF THE COACHELLA VALLEY WATER DISTRICT, REC. 12/19/60, AS INST. NO. 106771, O.R.
2. AN EASEMENT FOR INGRESS AND EGRESS, 20' IN WIDTH, IN FAVOR OF DESERT WATER AGENCY, REC. 9/24/99, AS INST. NO. 1999-427786, O.R.
3. AN EASEMENT FOR FLOOD CONTROL, 200' IN WIDTH, IN FAVOR OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS SHOWN ON THE WHITEWATER RIVER CHANNEL FIELD SURVEY ALIGNMENT MAP DATED 10/17/66, ON FILE WITH THE RIVERSIDE COUNTY SURVEYOR AS MAP NO. 800-N.

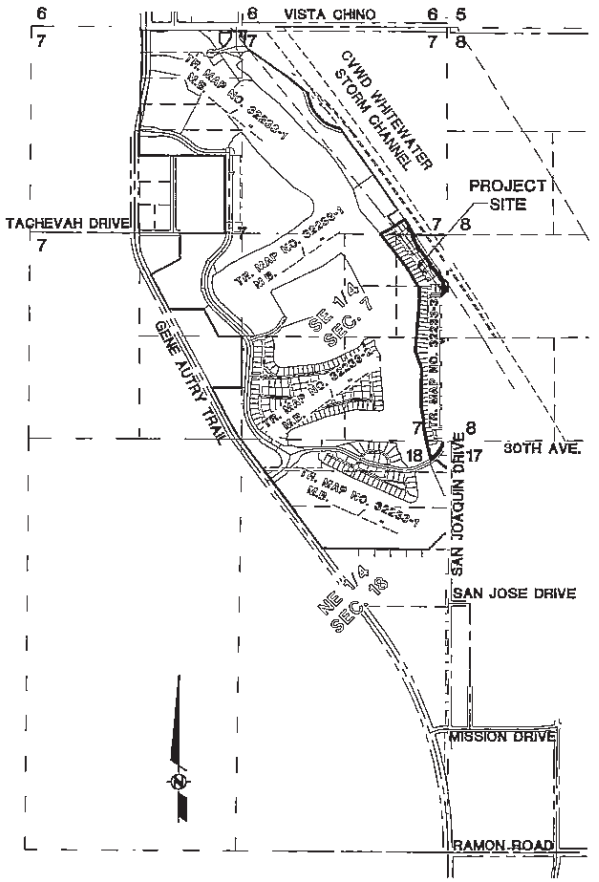
SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURE(S) OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

COACHELLA VALLEY WATER DISTRICT HOLDER OF AN EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND INCIDENTAL PURPOSES, PER INST. NO. 106771, REC. 12/19/60, O.R.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, HOLDER OF EASEMENTS FOR FLOOD CONTROL, INGRESS, EGRESS AND INCIDENTAL PURPOSES PER WHITEWATER RIVER CHANNEL FIELD SURVEY ALIGNMENT MAP DATED 10/17/66, RIVERSIDE COUNTY SURVEYOR MAP NO. 800-N.

DESERT WATER AGENCY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, PER INST. NO. 1999-427786, REC. 9/24/99, O.R.



VICINITY MAP - INDEX SHEET
NOT TO SCALE

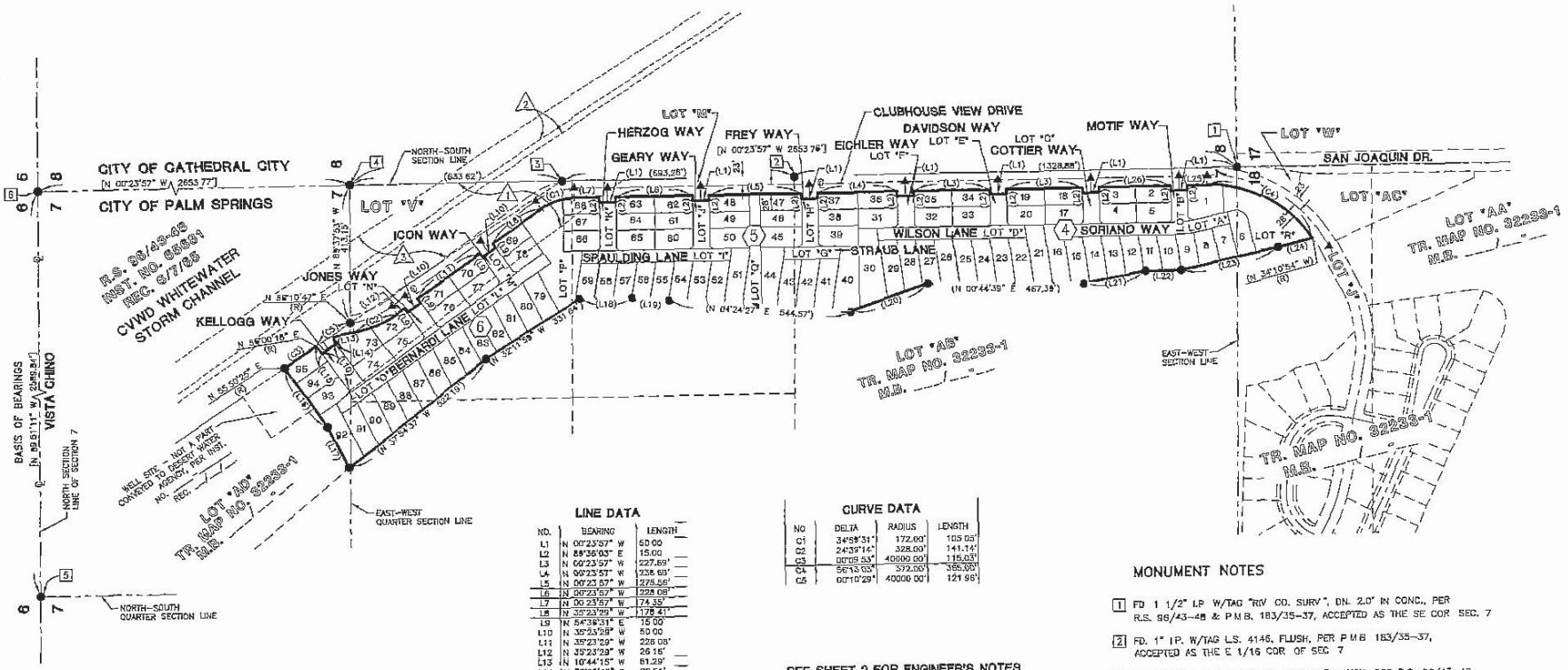
J.N. 1609

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32233-3

BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

MSA CONSULTING, INC. JANUARY - 2005



LINE DATA

NO.	BEARING	LENGTH
L1	N 00°23'57" W	50.00
L2	N 89°36'03" E	15.00
L3	N 00°23'57" W	227.69'
L4	N 00°23'57" W	238.69'
L5	N 00°23'57" W	275.56'
L6	N 00°23'57" W	228.08'
L7	N 00°23'57" W	174.35'
L8	N 35°23'29" W	178.41'
L9	N 54°36'31" E	15.00'
L10	N 35°23'29" W	50.00
L11	N 35°23'29" W	226.08'
L12	N 35°23'29" W	26.16'
L13	N 10°44'15" W	61.29'
L14	N 78°15'45" E	22.51'
L15	N 54°36'31" E	27.94'
L16	N 54°36'31" E	219.00'
L17	N 63°08'22" E	138.67'
L18	N 00°23'57" W	156.49'
L19	N 03°50'37" E	110.31'
L20	N 15°17'02" W	248.18'
L21	N 10°30'52" W	187.89'
L22	N 09°13'35" W	105.52'
L23	N 12°40'08" W	1295.73'
L24	N 14°41'50" W	105.86'
L25	N 00°23'57" W	58.74'
L26	N 00°23'57" W	213.66'

CURVE DATA

NO	DELTA	RADIUS	LENGTH
C1	34°58'31"	172.00'	105.05'
C2	24°39'14"	328.00'	141.14'
C3	00°09.53"	40000.00'	115.03'
C4	56°13.03"	372.00'	365.00'
C5	00°10'29"	40000.00'	121.96'

SEE SHEET 2 FOR ENGINEER'S NOTES
EASEMENT NOTES VICINITY MAP
SEE SHEETS 4 THROUGH 6 FOR DETAILED LOT DIMENSIONS.

(#) INDICATES SHEET NUMBER

MONUMENT NOTES

1. FD 1 1/2" I.P. W/TAG "RIV CO. SURV", DN. 2.0' IN CONC., PER R.S. 96/43-48 & P.M.B. 183/35-37, ACCEPTED AS THE SE COR SEC. 7
2. FD. 1" I.P. W/TAG L.S. 4146, FLUSH, PER P.M.B 183/35-37, ACCEPTED AS THE E 1/16 COR OF SEC 7
3. FD. 3/4" I.P. W/TAG "R.C.F.C. & W.C.D.", FLUSH, PER R.S. 96/43-48, ACCEPTED AS THE INT OF THE SW LINE OF THE RIV. CO. FLOOD CONTROL R/W & THE E'LY LINE OF THE SE 1/4 SEC 7
4. FD. 1" I.P. W/TAG L.S. 4146, FLUSH, PER P.M.B 183/35-37 & R.S. 96/43-48, ACCEPTED AS THE E 1/4 COR SEC 7
5. FD. 2X2 W/TAG "RIV CO SURV.", DN. 0.5', PER R.S 67/85-86 & P.M.B. 183/35-37, ACCEPTED AS THE N 1/4 COR SEC. 7
6. FD 1 1/2" I.P. W/SPIKE & TAG R.C.E. 25658, DN 0.9' IN MON WELL, PER R.S. 67/85-86 & P.M.B 183/35-37 , ACCEPTED AS THE NE COR. SEC. 7

J.N. 1609

0035

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32233-3

BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

MSA CONSULTING, INC.

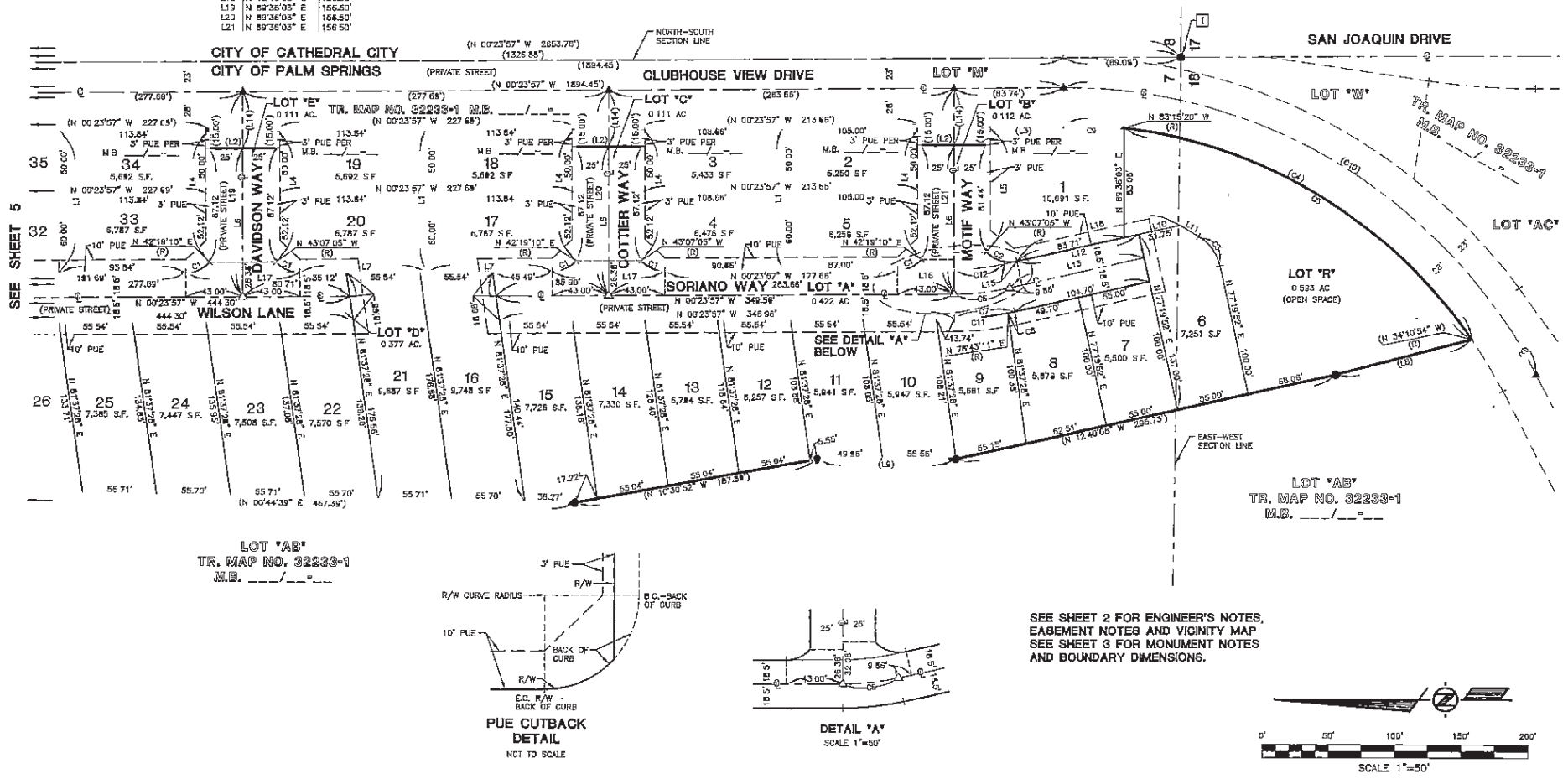
JANUARY - 2005

LINE DATA

NO	BEARING	LENGTH
L1	N 89°36'03" E	110.00'
L2	N 00°23'57" W	50.00'
L3	N 00°23'57" W	56.74'
L4	N 89°36'03" E	102.12'
L5	N 89°36'03" E	56.44'
L6	N 89°36'03" E	113.50'
L7	N 00°23'57" W	95.84'
L8	N 14°41'50" W	105.96'
L9	N 00°13'35" W	105.52
L10	N 12°40'08" W	42.85'
L11	N 30°34'28" E	16.79'
L12	N 12°40'08" W	94.84'
L13	N 12°40'08" W	104.70'
L14	N 89°36'03" E	43.00'
L15	N 12°40'08" W	19.85'
L16	N 00°23'57" W	143.00'
L17	N 00°23'57" W	156.00'
L18	N 12°40'08" W	126.58'
L19	N 89°36'03" E	156.50'
L20	N 89°36'03" E	156.50'
L21	N 89°36'03" E	156.50'

CURVE DATA

NO	DELTA	RADIUS	LENGTH
C1	47°16'53"	24.50'	20.22'
C2	59°33'03"	24.50'	25.46'
C3	46°45'24"	35.00'	28.56'
C4	56°13'03"	372.00'	365.00'
C5	49°04'26"	372.00'	318.62'
C6	12°16'11"	200.00'	42.83'
C7	12°16'11"	218.50'	46.79'
C8	01°23'19"	218.50'	5.30'
C9	07°08'37"	372.00'	46.38
C10	63°16'39"	400.00'	441.76'
C11	10°52'51"	218.50'	41.49
C12	12°16'11"	181.50'	38.87'



PUE CUTBACK DETAIL
NOT TO SCALE

DETAIL "A"
SCALE 1"=50'

SEE SHEET 2 FOR ENGINEER'S NOTES, EASEMENT NOTES AND VICINITY MAP
SEE SHEET 3 FOR MONUMENT NOTES AND BOUNDARY DIMENSIONS.

SCALE 1"=50'

J.N. 1609

Resolution No. 21254
Page 5

SHEET 5 OF 6 SHEETS

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32233-3

BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

MSA CONSULTING, INC.

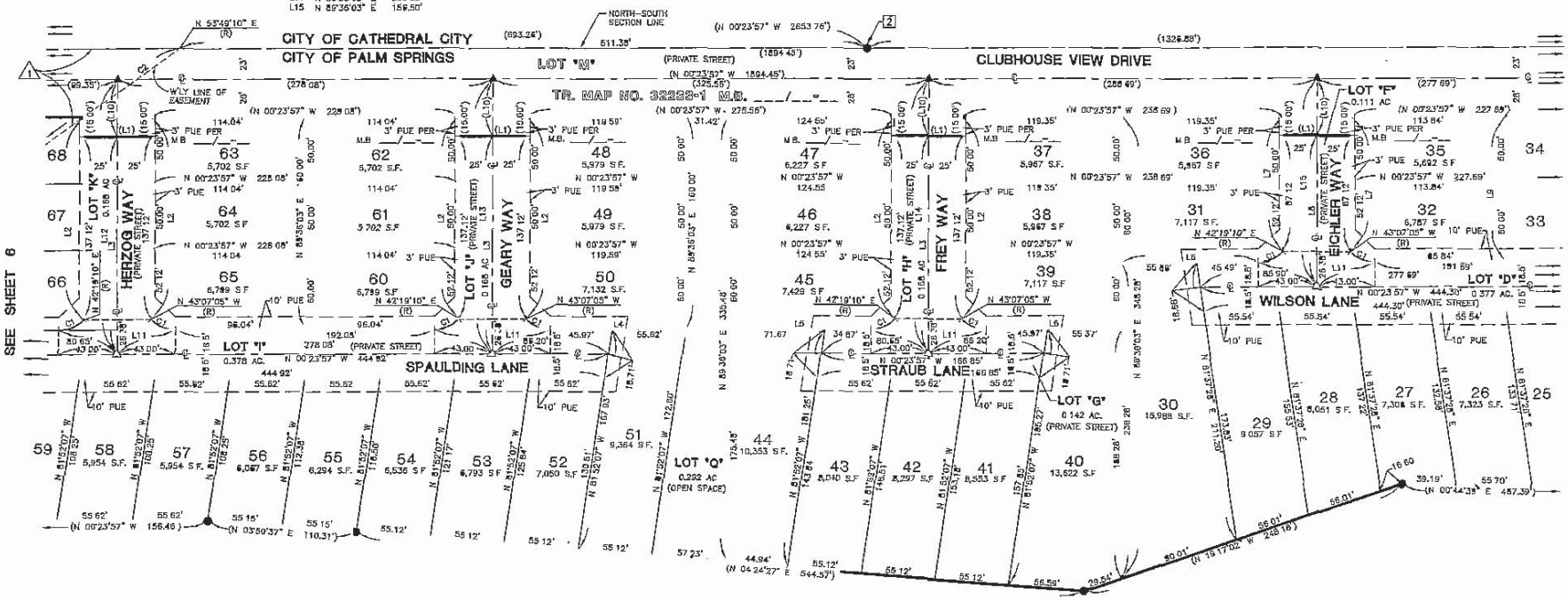
JANUARY - 2005

LINE DATA

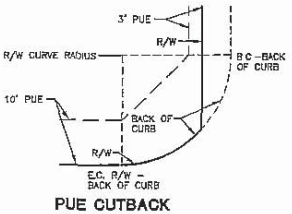
NO	BEARING	LENGTH
L1	N 00°23'57" W	50.00'
L2	N 89°36'03" E	152.12'
L3	N 89°36'03" E	163.50'
L4	N 00°23'57" W	101.59'
L5	N 00°23'57" W	106.55'
L6	N 00°23'57" W	101.35'
L7	N 89°36'03" E	102.12'
L8	N 89°36'03" E	113.50'
L9	N 89°36'03" E	110.00'
L10	N 89°36'03" E	43.00'
L11	N 00°23'57" W	86.00'
L12	N 89°36'03" E	208.50'
L13	N 89°36'03" E	208.50'
L14	N 89°36'03" E	208.50'
L15	N 89°36'03" E	158.50'

CURVE DATA

NO	DELTA	RADIUS	LENGTH
C1	47°16'53"	24.50'	20.22'
C2	01°57'46"	30000.00'	1027.71



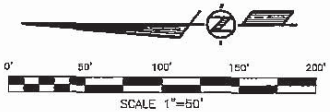
LOT "AB"
TR. MAP NO. 32233-1
M.B. ___/___



PUE CUTBACK DETAIL
NOT TO SCALE

SEE SHEET 2 FOR ENGINEER'S NOTES, EASEMENT NOTES AND VICINITY MAP
SEE SHEET 3 FOR MONUMENT NOTES AND BOUNDARY DIMENSIONS.

LOT "AB"
TR. MAP NO. 32233-1
M.B. ___/___



SCALE 1"=50'

J.N. 1609

0308

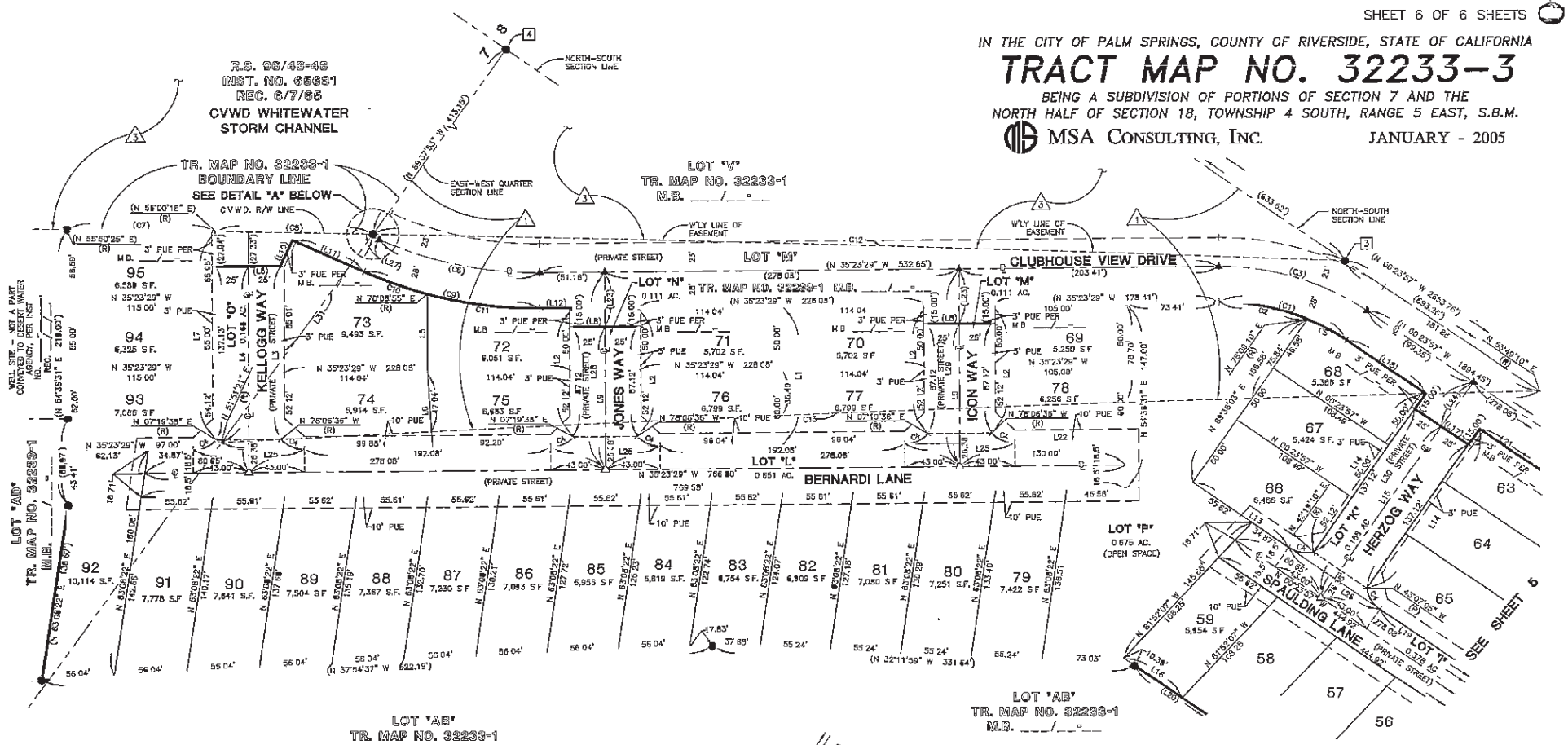
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT MAP NO. 32233-3

BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.

MSA CONSULTING, INC.

JANUARY - 2005



LINE DATA

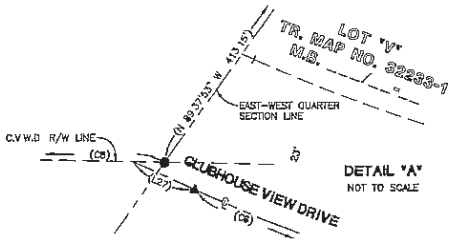
NO.	BEARING	LENGTH
L1	N 54°36'31" E	110.00'
L2	N 54°36'31" E	102.12'
L3	N 54°36'31" E	137.13'
L4	N 54°36'31" E	153.51'
L5	N 54°36'31" E	61.98'
L6	N 50°58'54" E	60.12'
L7	N 54°36'31" E	165.07'
L8	N 35°23'29" W	50.00'
L9	N 54°36'31" E	113.50'
L10	N 78°15'45" E	22.51'
L11	N 10°44'15" W	61.29'
L12	N 35°23'29" W	125.15'
L13	N 00°23'57" W	90.49'
L14	N 89°36'03" E	152.12'
L15	N 89°36'03" E	163.50'
L16	N 00°23'57" W	55.62'
L17	N 00°23'57" W	50.00'

LINE DATA

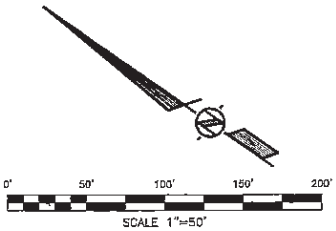
NO.	BEARING	LENGTH
L18	N 00°23'57" W	74.35'
L19	N 00°23'57" W	192.08'
L20	N 00°23'57" W	159.45'
L21	N 00°23'57" W	228.08'
L22	N 35°23'29" W	87.00'
L23	N 54°36'31" E	43.00'
L24	N 89°36'03" E	43.00'
L25	N 35°23'29" W	86.00'
L26	N 00°23'57" W	86.00'
L27	N 10°44'15" W	11.00'
L28	N 54°36'31" E	156.50'
L29	N 54°36'31" E	158.50'
L30	N 89°36'03" E	206.59'
L31	N 89°37'53" W	201.71'

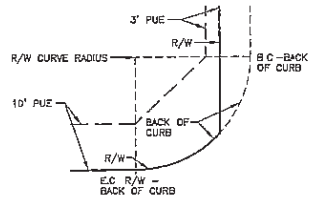
CURVE DATA

NO	DELTA	RADIUS	LENGTH
C1	34°59'31"	172.00'	105.05'
C2	23°32'39"	172.00'	70.68'
C3	34°59'31"	200.00'	122.15'
C4	47°16'53"	24.50'	20.22'
C5	11°26'53"	172.00'	34.37'
C6	24°39'14"	300.00'	129.09'
C7	00°09'53"	40000.00'	115.03'
C8	00°10'29"	40000.00'	121.95'
C9	24°39'14"	325.00'	141.14'
C10	05°06'51"	328.00'	52.15'
C11	15°32'23"	328.00'	88.96'
C12	01°05.24"	40000.00	761.05'
C13	01°57'46"	38000.00'	1027.71'



SEE SHEET 2 FOR ENGINEER'S NOTES, EASEMENT NOTES AND VICINITY MAP
SEE SHEET 3 FOR MONUMENT NOTES AND BOUNDARY DIMENSIONS.





PUE CUTBACK DETAIL
NOT TO SCALE

J.N. 1609

Resolution No. 21254
Page 7

Staff Report

City Council

Item No. 3.I

Meeting Date: August 14, 2024

From: George Crum, Police Chief

Title: Purchase of Three Chevrolet Tahoe PPV from Utilitac Equipment & Upfitting

RECOMMENDATION:

To authorize staff to purchase three (3) Chevrolet Tahoe PPV's from Utilitac Equipment & Upfitting; three Watchguard In-Car camera systems from Motorola Solutions; installation of decals from SoCal Branding and door paint from I-10 Collision for a total cost of $298,008.264

BACKGROUND:

During the 2-year budgeting process, $318,000 was approved for the purchase of new marked patrol vehicles for fiscal year (FY) 2024/25. Since COVID, auto dealerships have rarely maintained an in-stock inventory for police vehicles. Staff has continually researched various dealerships across the county looking for in-stock police vehicles for quicker acquisition. In conducting research, staff located a dealership in Pennsylvania who maintains a fleet of vehicles and also completes the upfitting of emergency equipment to our specification. This allows the vehicle to be immediately upfitted and avoids the necessity of ordering police vehicles from a dealership.

Utilitac Equipment & Upfitting is based in Ridgway, Pennsylvania. Staff has spoken with representatives from Utilitac and determined based upon the current need of the Police Department, they are the most suitable source for vehicles in timely manner. They have built vehicles for agencies across the United States, including agencies in California.

The standard lifespan for a marked patrol unit is approximately five years and/or 100,000 miles. Staff has been monitoring the current inventory of police units and believe smaller quantity orders, on a fiscal year basis, will alleviate large quantity purchases and reduce the number of units needing to be replaced at one time.

DISCUSSION:

Staff contacted Utilitac, who specializes in providing and upfitting police vehicles for agencies nationwide. Staff has secured a quote for three (3) Chevrolet Tahoe PPV's for $270,281.06 including emergency equipment, estimated sales tax and shipping. The vehicles are

currently on their lot and will not need to be ordered.

These vehicles will be marked patrol units and equipped with the standard emergency equipment currently in use, with a minor variation, and will replace other marked patrol units that have reached their usefulness. Staff has secured a quote for three Watchguard in-car camera systems from Motorola Solutions in the amount of $21,299.36. The marked unit decals from SoCal Branding are $3,427.82. The door paint from I-10 Collision is $3,000. Total acquisition costs are $298,008.24.

FISCAL IMPACT:

The fiscal impact for this purchase is $298,008.24 including sales tax and shipping costs, which will come from the Equipment Replacement Fund (611). The purchase amount is under the $318,000 that had been budgeted for FY 2024/25.

FIVE-YEAR STRATEGIC PLAN:

Goal B: Community Investment
Action B-19: Develop Fleet Management policies to establish vehicle replacements and utilization standards.

ATTACHMENTS:

1. Utilitac Equipment & Upfitting - Vehicle and Equipment Quote
2. Motorola Solutions Watchguard Quote
3. SoCal Branding Decal Quote
4. I-10 Collision Door Paint Quote

I-10 Collision Center

I-10 Collision, Make the RIGHT decision
72234 Corporate Way, Thousand Palms, CA 92276
Phone: (760) 343-1115

Workfile ID: 0fa7a0f2
PartsShare: 83nn7X
Federal EPA: CAL000424350
State EPA: CAL000317774
License Number:
BAR: ARD 303895

Estimate

RO Number:

Customer: CCPD
Insurance:
Adjuster:
Phone:
Claim:
Loss Date:
Deductible:
Estimator: Richard Walla
Create Date: 7/11/2024

2024 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN: X
License: 1
State: CA
Interior Color:
Exterior Color:
Production Date:
Mileage In: 1
Mileage Out:
Condition:
Vehicle Out:
Job #:

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor $	Type	Paint
1	E01		**FRONT DOOR**						
2	E01	Blend	RT Door shell w/o body side moldings (ALU)						115.00
3	E01	Blend	LT Door shell w/o body side moldings (ALU)						115.00
4	E01	Remove/Install	RT Belt molding chrome				34.45	Body	
5	E01	Remove/Install	LT Belt molding chrome				34.45	Body	
6	E01	Remove/Install	RT R&I mirror				34.45	Body	
7	E01	Remove/Install	LT R&I mirror				22.96	Body	
8	E01		**REAR DOOR**						
9	E01	Blend	RT Door shell w/o body side moldings (ALU)						115.00
10	E01	Blend	LT Door shell w/o body side moldings (ALU)						115.00
11	E01	Remove/Install	RT Belt molding chrome				34.45	Body	
12	E01	Remove/Install	LT Belt molding chrome				34.45	Body	
13	E01		Adjustment	1	0.01T	Other			

Estimate Totals	Discount $	Markup $	Rate $	Total $
Parts				0.01
Labor, Body			114.82	195.19
Labor, Refinish			115.00	460.00
Material, Paint			80.00	320.00
Subtotal				**975.20**
Sales Tax				24.80
Grand Total				**1,000.00**
Net Total				**1,000.00**

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2024 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Estimate Version	Total $
Original	1,000.00

Insurance Total $:	0.00
Received from Insurance $:	0.00
Balance due from Insurance $:	0.00
Customer Total $:	1,000.00
Received from Customer $:	0.00
Balance due from Customer $:	1,000.00

I hereby authorize I 10 Collision Center to disassaemble the (_____) damaged area of the above stated vehicle for the purpose of inspecting and estimating the cost of repairs. I understand there will be a cost of $500.00 for disassemble, inspect, reportand reasassemle in the event that the vehiocle is not rep[aired at I 10 Collision Center, or the vehicle is deemed a "total loss".
If i choose not to have the vehiocle repaired, I 10 Collision Center will attempt to reasassemble the vehicle at no additional cost. I understand that in some cases a vehicle may not be able to be reasassembled due to fit of the damaged parts. If I10 Collsion Center detirmines that the vehicle can be reasassembled in the damaged condition, the reasassemble process will be completed within 30 days from the time the vehicle owner signed this authorization.
I 10 Collision Center is not responsible for loss or damage to this vehicle from fire, theft, accident or any cause beyond our control.
PLease remove all personal belongings from the vehicle prior to drop off.

THANK YOU FOR CHOOSING I 10 COLLISION CENTER

Signature_____

Date_____

THIS ESTIMATE OF REPAIR INCLUDES PARTS, LABOR, SUBLET AND DIAGNOSIS

I hereby authorize I 10 Collision Center to perform the repairs documented on this invoice (or the attached invoice) for the above stated vehicle.
I understand that some repairs may require additional services to be performed by vendors other tha I 10 Colllision Center. I hereby authorize I 10 Collision Center to utilize these vendors in the repair process of the above stated vehicle.
I also hereby grant permission to the above repair company's employees to operate the above vehicle for the purpose of testing and/or inspecting.
All parts used in the repair process will be Original Equipment (O.E.M.) parts, unless specified in the "detailed totals" summary of the invoice.
I-10 Collision Center is not responsible for loss or damage to this vehicle due to causes beyond their control. Nor is the above repair company responsible for articles left in vehicle that are lost or damaged due to causes beyond their control.
I understand the above repair company cannot guarantee an exact target delivery date - these dates are estimates only and the above repair company is not responsible for delays caused by the unavailability of parts or delays due to hidden damage.

I acknowledge notice and oral approval of the estimated repair price to the above stated vehicle.

The total amount of the repair charges $ _____ must be paid before the above vehicle can be released.
The Deductable in the amount of $ _____ must be paid before the above vehicle can be released.

---- ASSIGNMENT OF RIGHTS AUTHORIZATION ----

I hereby assign I-10 Collision Center the right to collect and retain any and all amounts required to repair the above vehicle, including but not limited to, amounts due for labor rate discrepancies, parts price discrepancies and repair procedures from my insurance company.

Sometimes after work has been started, additional damaged or worn parts are discovered which were not evident from first inspection. This estimate does not cover or include any additional parts or labor which may be required. All parts prices are subject to invoice.

Authorized By:_____ Date:_____

No Refunds. All sales are final. I-10 Collision Center Does Not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any repairs under any circumstances all payments under this Agreement will be irrevocable, non-refundable, and non-creditable. All disputes must be addressed at I-10 Collision Center. Aknowledged By:_____ Date:_____

DISCLAIMER OF RESPONSIBILITY FOR RENTAL COMPENSATION DUE TO PARTS DELAY OR AVAILABILITY . I-10 Collision Center will not be

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2024 CHEV Tahoe Commercial 4WD (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

responsible for Rental cost or Loss of Use cost due to Parts Delays. Both domestic and foreign automakers are affected by A combination of Labor Shortages, COVID-19 shutdowns and supply chain disruption leading to back-Order vehicle parts. Toyota, Fiat Chrysler Automobiles, Volkswagen, Ford, GM, and Nissan are just some of the automakers that have announced shutdowns and delays to new vehicle productions or parts availability. The supply shortage has affected mostly BMW USA production, a company spokesman said, and not spare parts for vehicles needing repair. Magliozzi says the dealer's service department told him some customers were waiting months. Most recently, a global semiconductor chip shortage has caused numerous automakers, including Ford, GM, Nissan, and Volkswagen, to announce cuts to production of new vehicles.
Acknowledged By:_____ Date:_____

All Vehicles Must BE Picked UP Within 24 Hours After Notification of Completion of Repairs. Otherwise A Charge of $ 150.00 PER Day Initials _____ Will BE Made for Storage. Acknowledged By:_____ Date:_____

ACKNOWLEDGEMENT of NOTICE & CONSENT:
I acknowledge notice and oral approval of an increase in the original estimate amount as described/explained.
Signed _____ Date _____

POWER of ATTORNEY:
If the repair is an insurance claim, the undersigned hereby grants I-10 Collision Center Power of Attorney to sign my name as an endorsement on any insurance check and/or draft.
**IF THE INSURANCE CHECK IS CASHED BY THE CUSTOMER HE/SHE UNDERSTANDS THAT UPON PICKUP OF VEHICLE THE -TOTAL- OF THE INSURANCE CHECK IS DUE TO I-10 Collision Center IN -CASH- ONLY.
Signed _____ Date _____

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

SO CAL GRAFIX INC

68435 Ramon Rd
Cathedral City, CA 92234 US
(760) 980-2009
sales@socalbranding.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	1137
Cathedral City Police Department	Cathedral City Police Department	DATE	07/12/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	WRAP MATERIAL	3M printed and laminated wrap material reading cathedral city police with flag on both sides across door all the way to tire	3	375.00	1,125.00T
	Installation	Installation of wrap on doors of Tahoe	3	275.00	875.00
	decals	Grey decal reading Pride In Service on both sides and Police on back Unit numbers on front and back	3	150.00	450.00T
	Installation	Installation of grey vinyl on truck	3	150.00	450.00
	Ceramic Coating	Ceramic Coating	3	130.00	390.00

SUBTOTAL	3,290.00
TAX	137.82
TOTAL	**$3,427.82**

Accepted By

Accepted Date

No warranty on wrap materials. 1yr warranty on wrap application.
Some restrictions apply and are up to the discretion of So Cal Branding.

MOTOROLA SOLUTIONS

QUOTE-2667307

Billing Address:
Cathedral City Police Department
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234
US

Shipping Address:
Cathedral City Police Department
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234
US

Quote Date:06/05/2024
Expiration Date:09/03/2024
Quote Created By:
Pawel Warzecha
Pavel.Warzecha@motorolasolutions.com

End Customer:
CATHEDRAL CITY POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	4RE In car Video System				
1	WGB-0146A	MIKROTIK CONF WIFI KIT, DRILL MNT	3	$200.00	$600.00
2	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	3	$360.00	$1,080.00
3	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	3	$60.00	$180.00
4	WGA00574	4RE, VISTA HD, WIFI, SMART POE SWITCH	3	$250.00	$750.00
5	WGB-0167A	VIDEO EQUIPMENT,4RE STANDARD SSD PANORAMIC CABIN*	3	$5,590.40	$16,771.20
6	WGP01443-001-KIT	4RE UNIVERSAL DVR MOUNTING BRACKET KIT	3	$72.00	$216.00

Subtotal $19,597.20

Estimated Tax $1,702.16

Grand Total $21,299.36(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

4RE IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION



The 4RE In-Car Video System lets users easily capture more footage and quickly upload high-definition video evidence without having to sacrifice time and situational awareness.

High Definition, Hands Free Evidence Capturing

The 4RE In-Car Video System is equipped with high-definition cameras with hands-free uploading capabilities, making the capture and upload of clear video evidence as easy as possible. The cameras record at 720p resolution and use an Ultra Wide Dynamic Range technology that dramatically improves the quality of video, especially in difficult lighting situations. This helps capture video evidence that is clear and easy to monitor. 4RE cameras are also equipped with patented Record-After-the-Fact® (RATF) technology, which allows users to go back in time and capture important evidence, even if the recording function was not activated and the incident happened days before.

The 4RE offers a dual drive structure with both an internal and removable USB drive for storage, and supports wireless upload. Wireless uploading capabilities through both Wi-Fi and LTE networks eliminate the need for trips to and from stations to upload evidence. The 4RE's patented multiple resolution encoding allows officers to save footage of critical incidents in HD and routine occurrences in a lower resolution at the same time. This eliminates the compromise between video quality and file storage needs. Event tags can be configured to determine which resolution is uploaded to the digital evidence management system (DEMS), as well as drive which files are automatically saved to it.

It includes three high-definition camera options; the ZSL, Panoramic X2, and the Mini-Zoom; which offer single and multi-camera, split-screen viewing on the display. Additional wireless microphones are included to enhance audio quality and amount of captured evidence.

The 4RE In-Car Video System can be configured to support the following:

- Up to 3 cameras at once.

Intuitive Display and Interface

The 4RE's display offers an easy-to-navigate 4.3" LED control panel with a backlit touch screen, allowing for clear view and navigation of the panel. Nearly all functions the officer will interact with are keys laid out along the control panel. Users can also program various sensors to activate a new record event, including emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection. Additionally, the 4RE can initiate its Covert Mode, in which the LEDs turn off, and simulates a complete device shutdown while the 4RE records video and audio simultaneously. This provides officers with a way to capture evidence while staying concealed.

The 4RE Mobile Data Computer App is a simple interface that runs on Windows 10 and interfaces with the 4RE through an Ethernet connection. The app also works in conjunction with the control panel, allowing 4RE to have full functionality when the MDC is not available.

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UTILITAC
EQUIPMENT & UPFITTING

Proposal

 # EST-2978

1 Bark Street
Ridgway, Pennsylvania 15853

Estimate Date :	07/11/2024
Expiry Date :	08/10/2024
Estimate Written By :	Joseph Manno
Account Manager :	Joe (814) 594-3167
Shop Manager :	Jarrod (412) 707-7281
Inventory Manager :	Daulton (412) 636-6056
Build Location :	Ridgway, PA

Bill To
City of Cathedral City CA
68700 Avenida Lalo Guerrero
Cathedral City, California 92234

#	Item & Description	Qty	List Price	Your Cost
	VEHICLE			
1	 2024 Tahoe PPV SKU : KLTAH23PPV Color - Black Engine - 5.3L Options: RED & WHITE FRONT AUXILIARY 170.00 DOME LAMP WIRING, GRILLE LAMPS/SPEAKERS 92.00 REMOTE KEYLESS ENTRY FLT PKG 75.00 REAR DOOR LOCK INOPERATIVE 62.00 REAR WINDOW SWITCH INOPERATIVE 57.00 WIRING, HORN/SIRENS CIRCUIT 55.00 AUTO DOOR LOCK DISABLE 50.00	3 pcs	58,606.00	169,818.00
	CONSOLE			
2	 Havis - VSX Console Laptop and Printer Mount Package for Tahoe SKU : HAV-PKG-VSX-1800-TAH-PM-1 Package Includes: - C-VSX-1800-TAH-PM Console - C-ARM-1001 Arm Rest - CUP2-1004 Cup Holders - C-HDM-224 Pole Mount - C-MD-119 Motion Device Package Features: - Integrated printer mount for Brother PocketJet - Made in USA with Lifetime Warranty	3 item	2,011.00	4,223.10
3	 Havis - Mic Clip Bracket SKU : HAV-C-MCB	6 item	19.00	79.80

#	Item & Description	Qty	List Price	Your Cost
4	 Magnetic Mic - Mic bracket SKU : MAG-MMSU-1 Enhances safety by reducing distracted driving.	6 item	39.95	167.79
PARTITION				
5	 ProGard-Tahoe Full Prisoner Transport System SKU : PRO-P1826T21AOSB Includes Full Partition, Transport Seat, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Poly Window Cargo Barrier, & Outboard Seat Belts	3 item	4,806.00	10,813.50
6	 ProGard-Tahoe Self Supporting Gun Lock SKU : PRO-GVM5721D-H Handcuff Key Override	3 item	719.00	1,725.60
BUMPER				
7	 Westin Push Bumper Elite- Tahoe SKU : WES-36-4045 Heavy duty 4 gauge steel uprights	3 item	1,011.15	1,971.74
8	 Westin Pit Bar Elite - Tahoe SKU : WES-36-4045PB	3 item	757.99	1,478.08
9	 Westin Light Channel - 33.1" (2) SoundOff SKU : WES-36-6015SMP2	3 item	67.41	141.56
SIREN CONTROLLER				
10	 SoundOff - BluePRINT Controller - Knob Control SKU : SOS-ENGSA5200RSR 200 Watt	3 item	1,896.00	1,990.80
11	 SoundOff - BluePRINT Link Module and Harness - Tahoe SKU : SOS-ENGLMK001	3 item	708.00	743.40
12	 SoundOff Signal - 100J Series Siren Speaker SKU : SOS-ETSS100J - 100 Watt	6 item	389.00	816.90
13	 SoundOff - Tahoe 100J Speaker Bracket SKU : SOS-ETSSVBK07 Holds 1 or 2 Speakers	3 item	65.00	91.65

#	Item & Description	Qty	List Price	Your Cost
14	 SoundOff - Aftershock Siren System SKU : SOS-ETSKLF200 (2) 100 Watt Speakers, Amplifier, and Brackets	3 item	1,268.00	1,331.40
FRONT LIGHTING				
15	SoundOff - nFORCE NXT Lightbar - Tahoe - 55" - Police - Red/Blue SKU : SOS-ENNLB0192H-3LP	3 item	4,935.00	5,181.75
16	 SoundOff - Opticom Preemption SKU : SOS-EGTTE794H	3 item	3,540.00	5,522.40
17	 SoundOff - 4" mPower HD 3-Wire - Stud Mount - Red/Blue/White SKU : SOS-EMPSF0ZVD-8 (2) Mounted in the bumper light channel	6 pcs	272.00	767.04
SIDE LIGHTING				
18	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /Blue SKU : SOS-EMPS80082-J (2) Mounted in the cargo windows	6 pcs	245.00	690.90
19	 SoundOff - mPower Window Shroud SKU : SOS-PMP2WSSSB For cargo mounted lights	6 pcs	25.00	70.50
20	 SoundOff - Intersector SM - Red/Blue/White SKU : SOS-ENT3B3RBW (2) Mounted under the mirrors	6 pcs	372.00	1,049.04
21	 SoundOff - Intersector SM Bracket - Tahoe - Driver SKU : SOS-PMP2BKUMB5-D	3 pcs	52.00	73.32
22	 SoundOff - Intersector SM Bracket - Tahoe - Passenger SKU : SOS-PMP2BKUMB5-P	3 pcs	52.00	73.32
REAR LIGHTING				
23	SoundOff - nFORCE Rear Deck Lightbar - Tahoe- Police - Red/Blue & New York SKU : SOS-ENFWB00FSZ	3 item	2,108.00	2,213.40

#	Item & Description	Qty	List Price	Your Cost
24	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /White SKU : SOS-EMPS80082-D (1) Mounted next to the license plate (AUX Reverse)	3 pcs	245.00	345.45
25	 SoundOff 4" mPower - 3-Wire/Stud Mount/Blue /White SKU : SOS-EMPS80082-E (1) Mounted next to the license plate (AUX Reverse)	3 pcs	245.00	345.45
26	 SoundOff - UnderCover Light - Red/Blue SKU : SOS-ELUC3H025J (2) Mounted in the reverse lights	6 pcs	197.00	555.54
ARGES				
27	 Whelen - Control Head for Arges SKU : WHE-ARGCH1 Bail Bracket	3 item	345.00	641.70
28	 Whelen - Arges Series 360° Remote Control Spotlight SKU : WHE-ARGES2 ProFocus™, Select from Spot/Flood Combination Light or Floodlight from the Control Head	3 item	894.00	1,662.84
29	 Whelen - Tahoe Arges Mount - Drivers Side SKU : WHE-ARG54D ***PASSENGER SIDE**** ****ARG54P****	3 item	113.00	210.18
OTHER				
30	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /White SKU : SOS-EMPS80082-D (2) Mounted under the hatch (AUX Dome)	6 pcs	245.00	690.90
31	 Laird - NMO Mount SKU : LAI-UTNMO Radio Bracket: Pre Wire For Radio: Wire, Mount, and install only - Antenna is frequency specific	3 pcs	100.00	300.00
32	 Setina -Tahoe Cargo Storage System SKU : SET-TK0841TAH21 Electronic lock override	3 item	1,989.00	4,475.25

#	Item & Description	Qty	List Price	Your Cost
33	 Labor - Install SKU : UTINSTALL **** LIFETIME WARRANTY **** - Custom Built Wire Harness - Rugged Braided Loom - Color Coded - Labeled Termination +++ ADD - Install Customer supplied radio +++ ADD - Install customer supplied camera system	144	112.18	16,153.92
34	 Shop Supplies Allowance SKU : UTSSA Wire, Terminals, Fuses, Heat Shrink, Etc.	3 item	600.00	1,800.00
35	 Destination and Vehicle Shipping SKU : UTFS Utilitac to Cathedral City	7,281 miles	2.00	14,562.00

Sub Total	252,778.22
California State Sales Tax (8.25%)	19,652.84
Shipping Charge	1,350.00
Multi-Vehicle Discount	(-) 3,500.00
Total	**$270,281.06**

Notes

We're glad you took the first step to our partnership. It's the best decision you've ever made.

Terms & Conditions

To approve, please click accept or sign and return. By approving you are agreeing to all the terms below.
- Payment: Unless otherwise specified, account terms require vehicles to be paid NET30 upon acceptance of the proposal and the remainder of the proposal is to be paid NET30 immediately following completion of scheduled work.
- Limitations: This is a proposal valid for only 30 days. Truck cassis must come ready to accept the body and any additional work or modifications will be barred by the customer. Additional shipping charges not listed on the proposal may incur.
- Contracts: If applicable to this project, National BuyBoard Contract # 698-23 or PA COSTARS contract #012-E22-242 / #025-E22-476 applies.
- Fees: Custom orders can not be canceled or returned. Cancellation fee of an approved quote is 5% of the total cost. If the manufacturer charges a restocking fee for any items, the customer is responsible for charges. No returns on any items after 30 days.

Authorized Signature _____

Staff Report

City Council

Item No. 3.J

Meeting Date: August 14, 2024

From: George Crum, Police Chief

Title: School Resource Officer Contract for School Year 2024-2025

RECOMMENDATION:
To authorize an agreement, in the amount not to exceed $171,184.00 by and between the City of Cathedral City and Palm Springs Unified School District for the Police Department to provide the district one trained police officer on a full-time basis as a School Resource Officer (SRO) for FY 2024/2025.

BACKGROUND:

For the past 23 years, the Cathedral City Police Department and Palm Springs Unified School District (PSUSD) have partnered together to provide a specially trained full-time police officer, called a School Resource Officer (SRO), to maintain an immediate police presence and response at Cathedral City High School, as well as other district sites within the city limits. As part of this partnership, the PSUSD has agreed to fund one year for the position of SRO for the ten months that make up each respective school year, mostly covering the salary and benefits of the officer working the assignment.

DISCUSSION:

The term of this agreement shall be effective upon the date both parties have fully executed the agreement. It shall run from that date through June 7, 2025, unless terminated sooner as provided in Section 16 of the agreement. The SRO shall have a regular work schedule of 7:30 a.m. to 3:30 p.m. five days per week. The SRO assigned to the School District shall provide foot and vehicle patrol and other security protection services on school campuses. The SRO may issue citations or make arrests for crimes, write reports as directed by the district, and other related duties. The SRO may enforce criminal violations and perform other duties agreed to between the city and district. The SRO is authorized to take control of a crisis pursuant to the policies and procedures of the city. The School District agrees to comply with all reasonable requests of the city necessary to the performance of the SRO's duties under this agreement and will furnish space for use by the SRO while performing those duties.

FISCAL IMPACT:

The current Cathedral City Police Department SRO salary and benefit package during the term of the contract will not exceed $171,184.00. The PSUSD funds the position, not to exceed $171,184.00 during the term of the contract.

FIVE-YEAR STRATEGIC PLAN:

Goal E:
Action E-5: Police department develops pro-active methods to reach out to youth and families.

ATTACHMENTS:

1. School Resource Officer Contract

CATHEDRAL CITY
POLICE DEPARTMENT

"Pride in Service"
GEORGE S. CRUM | CHIEF OF POLICE

May 14, 2024

Levaughn Smart
Executive Director of Security
and Disaster Preparedness
Palm Springs Unified School District

Re: SRO Contract

Good afternoon,

Please find the cost breakdown for services for our department's School Resource Officer (SRO) for 2024-2025 school year agreement. The total cost for this contract is $171,184 for 2024-2025 for the 10 months of the contract.

Please let me know if you have any questions on the contract amount.

Sincerely,

George Crum

George S. Crum
Chief of Police

PALM SPRINGS UNIFIED SCHOOL DISTRICT
Law Enforcement Services
Agreement
C0005029

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN **THE CITY OF CATHEDRAL CITY** AND **THE PALM SPRINGS UNIFIED SCHOOL DISTRICT** PURSUANT TO PROVISIONS OF THE CALIFORNIA EDUCATION CODE, SECTION 12400, FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER IN ORDER TO ENSURE THE GREATER SAFETY OF STUDENTS, THE STAFF, AND THE PUBLIC AT **CATHEDRAL CITY HIGH SCHOOL AND MT. SAN JACINTO CONTINUATION HIGH SCHOOL** AND TO IMPROVE AND STRENGTHEN LAW ENFORCEMENT COMMUNITY CONNECTIONS ON OR ABOUT CAMPUS.

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Cathedral City (hereinafter referred to as "CITY"), and the PALM SPRINGS UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT") (individually, "Party" and collectively, "Parties").

WHEREAS, the CITY and DISTRICT desire to work cooperatively in this school community policing approach by entering into this Agreement to place a Police Officer from the CITY's Police Department as a School Resource Officer, herein after referred to as an SRO, on the DISTRICT campuses as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

   This Agreement shall be effective beginning **August 1, 2024** and it shall run through **June 7, 2025**, unless sooner terminated as provided in Section 16.

2. PURPOSE

   This Agreement establishes and delineates the mission of the **School Resource Officer Program,** herein referred to as the SRO Program, as a joint cooperative effort.

   Additionally, the Agreement formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between the CITY's Police Officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.

   The intent of this Agreement is to ensure that all SROs assigned to PSUSD are deployed under the framework of the U.S. Department of Education and

Department of Justice Safe School-based Enforcement through Collaboration, Understanding, and Respect (SECURe).

3. MISSION

The SRO Program accomplishes its mission by creating and maintaining safe, secure, and orderly learning environments for students, teachers, and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in student's good moral standards, good judgment and discretion, respect for other student's, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SROs will serve as a confidential source of informal counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, and school administrators.

SROs are not school disciplinarians and are not employed to "police students". Therefore, they are prohibited from involvement in enforcing school codes of conduct or engaging in school discipline. To the extent permissible by law, SRO's will abstain from issuing additional citations for student conduct sufficiently addressed through the District student discipline policies.

4. SCOPE OF SERVICES

4.1 CITY agrees to assign **1** (one) SRO as the minimum staffing level under this Agreement.

Basic responsibilities of the SRO will include but will not be limited to:

1. Protect the students, staff, and public at large against criminal activity.

2. Refer school discipline issues to the appropriate administration team member.

3. Meet with principals to exchange information gathered from, parents, community members, and social media to detect potential spill-over of threats, drug activity, gang activity, and other behavior onto campus.

4. Connect with campus and community social workers to understand when and how at-home issues may be motivating a student's disruptive behavior in order to work with school staff to ensure effective and supportive responses.

5. Provide counseling on a limited basis to students, staff, and faculty.

6. Take enforcement action on criminal matters when appropriate.

7. Handle initial police reports of crimes committed on campus.

8. Coordinate investigative procedures between the CITY's Police Department and the DISTRICT's school administrators.

9. Work with administrators to keep the school Emergency Management Plans updated.

10. Attend school special events as needed.

11. Provide information concerning questions about law enforcement topics to students and staff.

12. Provide classroom instruction on a variety of topics including, but not limited to, narcotics, gangs, safety, public relations, occupational training, leadership, constitutional law, juvenile law, state law, and life skills.

13. Attend training as needed to fulfill the duties of an SRO.

4.2 DISTRICT shall provide the SRO of each campus the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes.

2. A location for files and records which can be properly locked and secured.

3. A desk with drawers, chair, worktable, filing cabinet, and office supplies.

4. Access to a computer and printer.

5. Access to and encourage classroom participation by the SROs.

6. The opportunity for SROs to address teachers and school administrators about the SRO program, goals, and objectives.

7. Seek input from the SROs regarding criminal justice problems relating to students.

8. Provide SROs the opportunity to address teachers and school

administrators about criminal justice problems relating to students during in-service workdays.

9. Computer access to student records at all campuses for investigative purposes. (In compliance with FERPA guidelines)

10. Access to video surveillance systems at all campuses for investigative purposes. SROs will be provided access to the video surveillance system for their respective school campuses and school buses that have video capability. This access will be given to the SRO on their office computer. Access to the video surveillance system shall be solely for investigative and preventive law enforcement purposes only. Once video of an incident is determined to contain evidentiary value, the portion of video that is necessary to capture the incident will be downloaded from the system and saved as a computer file. The computer file will be considered evidence and shall be handled in accordance with the CITY's Police Department policy and procedure. SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws. Any unauthorized use of the DISTRICT'S video surveillance system will be grounds for disciplinary action in accordance with the agreement between the DISTRICT and the CITY's Police Department.

11. Encourage attendance of principals at NASRO Basic SRO training.

12. Ensure SROs receive forty (40) hours of training as an SRO through the National Association of School Resource Officers (NASRO).

13. Make certain SROs are trained in relevant school-based programs (Restorative Practices, Trauma Informed Care, Positive Behavioral Interventions and Supports, and Students with Disabilities).

5. SCHOOL RESOURCE OFFICER ASSIGNMENT

5.1 When an SRO position becomes available, notice should be given to all sworn employees of the CITY's Police Department through regular department posting procedures. The officer should then be interviewed by a board consisting of CITY Police Department personnel and DISTRICT employees, with the final selection being made by the CITY's Chief of Police and the DISTRICT's Superintendent of Schools or his/her designee(s).

Selection criteria should include but should not be limited to:

1. Oral Interview

2. Oral Presentation

3. Performance Reports

4. Experience

5. Interpersonal skills

The SRO must successfully complete a School Site orientation before his/her assignment to that School Site. The SRO shall meet the requirements of Education Code section 38001.5. The SRO shall have full authority to act to discharge his or her law enforcement duties pursuant to the policies and practices of the CITY. If circumstances permit, the DISTRICT's Superintendent, or designee, may be consulted with respect to the handling of certain situations, if nothing in this Agreement shall restrict the discretion of the SRO in his/her law enforcement activities.

5.2 The day-to-day operation and administrative control of the SRO Program will be a joint and cooperative effort of the CITY's Police Department and the DISTRICT's Superintendent of Schools, or his/her designee(s). The SRO Sergeant will make SRO assignments for a school year with an annual review. Responsibility for the conduct of SRO Personnel, both personally and professionally, shall remain with the CITY's Police Department, and the DISTRICT acknowledges the SRO remains responsive to the command of the CITY's Police Department. The SRO or SROs are employed and retained by the CITY, and in no event shall any employee of the CITY be considered an employee of the DISTRICT regardless of the funding source.

5.3 CITY shall retain the full responsibility and authority to direct and control the activities of the SRO and supervise and discipline the SRO in accordance with the collective bargaining agreement between the CITY and the CITY's Police Officers Association then in effect. Notwithstanding the foregoing, the SRO shall cooperate with the DISTRICT relating to any event or activity which may involve a SRO assigned to the DISTRICT, including, without limitation, conferring with any student, parent, faculty, and school administrator. If a problem arises concerning the performance of duties by a SRO, the principal or his/her designee shall state such concerns in writing directed to the DISTRICT's Superintendent of Schools or his/her designee(s), and the CITY's Chief of Police or his/her designee.

5.4 The CITY agrees it shall assign and have in attendance an SRO to the DISTRICT for a period of no less than ten (10) months during the school year. The SRO shall have a regular work schedule of 7:45 a.m. to 3:45 p.m. five (5) days per week to reflect the days and hours as that of the student population.

5.5 The CITY shall retain the right to approve requests for sick leave,

vacation, or other absences In the event an SRO will be absent from work when school is in session, the SRO shall notify his/her supervisor in the CITY and the designated representative of the DISTRICT for the school assigned. For absences of more than five (5) consecutive days' duration, the CITY may assign another fully trained SRO to substitute for the reassigned SRO.

5.6 SRO's vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY. Because DISTRICT and CITY holidays may not correspond, holiday time will be taken by the SRO in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT but shall not conflict with the schedule of duties mutually developed by DISTRICT and CITY.

5.7 The CITY will make reasonable efforts not to reassign an SRO when school is in session. The DISTRICT recognizes that there will be times when the SRO is necessarily absent from campus, including but not limited to emergencies, court appearances, union release time scheduled training.

5.8 All training required of the SRO will attempt to be scheduled during non-student days if at all feasible.

5.9 The SRO shall always be expected to maintain radio contact with the high school administration. In the event the SRO shall find it necessary to leave the campus, the principal, (or designee), shall be notified in advance of the expected absence and the CITY's Police Watch Commander shall be notified. In such a circumstance, a patrol car shall be available for immediate response to a school emergency.

5.10 Any overtime required to be paid to the SRO for school-related issues shall be paid by the DISTRICT as an addition to the full cost of services contained in Article 7. Compensation of this Agreement.

6. MODIFICATION OF SERVICES

No portion of the services or responsibilities of either Party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both Parties.

7. COMPENSATION

DISTRICT shall reimburse CITY the cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the CITY in the form of an hourly rate for an SRO and a mileage rate, and shall include all items of cost and expense to the CITY for providing the services hereunder. Total cost to DISTRICT under this Agreement is estimated at **ONE HUNDRED SEVENTY-**

ONE THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS AND 00/100 ($171,184.00), based on the hours of work for the SRO, as estimated by the DISTRICT. Payment to be made upon monthly billing by the CITY calculated at the total rate not to exceed **SEVENTEEN THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND 40/100 ($17,118.40),** per month for a period of up to ten (10) months for the fiscal year of 2024/2025.

8. INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all the following minimum insurance requirements. All or a portion of the required insurance may be satisfied using a self- insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, or pooled insurance if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage, providing at least all the following minimum coverages:

1) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for all employees of the CITY.

1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.

2) This policy shall also provide coverage of $100,000.00 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to all City leased, owned, hired, or non- owned vehicles used in pursuit of any of the activities associated with this Agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultants) are not intended to and shall not in any manner limit or qualify the liabilities and obligations

otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

9. ADMINISTRATION AND SUPERVISION

CITY, (or designee), shall administer this Agreement and supervise the SRO on behalf of the CITY. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

10. EMPLOYMENT STATUS

SROs shall remain employees of the CITY on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or an officer of DISTRICT.

11. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT shall not be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the SRO, the CITY, or the CITY'S employees or agents in the performance of this Agreement. The CITY shall assume the defense of, and shall indemnify and hold harmless the DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement by CITY.

Nothing in this Section 11 shall limit any liability of DISTRICT or CITY, which liability pertains to any act or omission by any Party arising from any event occurring outside of the performance of this Agreement by CITY.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

12. ASSIGNMENT

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of the CITY.

13. ENTIRE AGREEMENT

This Agreement supersedes all agreements, either oral or written, between the Parties, and contains all of the covenants and agreements between the Parties with respect to the subject matter hereof. Each Party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

14. WAIVER

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

15. SEVERABILITY

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

16. TERMINATION

The term of this Agreement is for the 2024/2025 school year; however the agreement may be amended at any time by the mutual consent of the Parties hereto and may be terminated by either Party upon thirty (30) days written notice to the other of its intention to do so. In the event this Agreement is terminated, the cost shall be prorated on the basis on one tenth per month of the remainder of the actual agreed services performed hereunder.

17. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve may be amended at any time by the same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution.

18. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by each Party's governing body. The Parties have entered into this Agreement as of the day and year first herein above appearing.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have signed in confirmation of this Agreement on the dates indicated below.

PALM SPRINGS UNIFIED SCHOOL DISTRICT

By: _____

Name: Jeffrey Simmons

Title: Assistant Superintendent, Business Services

Date: _____

CITY OF CATHEDRAL CITY, a Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

Approval as to Form and Content:

CITY OF CATHEDRAL CITY, a Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

Staff Report

City Council

Item No. 3.K

Meeting Date: August 14, 2024

From: Kevin Biersack, Financial Services Director

Title: Police Department Patrol Vehicle Replacement

RECOMMENDATION:

To authorize staff to purchase one Chevy Tahoe from UtiliTac equipment & Upfitting, which will be utilized by CCPD to replace the vehicle destroyed during a traffic accident at a total cost of $90,811.90 and authorize staff to receive insurance reimbursement for the destroyed vehicle in the amount of $40,811.90.

BACKGROUND:

As a result of an auto accident that occurred on April 18, 2024, the City Police Department sustained one vehicle equipment loss. Our insurance company determined the vehicle to be totaled.

DISCUSSION:

The police Department lost a Ford Explorer resulting from a traffic accident on April 18, 2024, with a replacement cost of $90,811.90, comprised of $80,515.40 for the vehicle with upfitting (attachment 1), and $10,296.50 for equipment and graphics outfitting (attachment 2).

The Police Department also contacted two other dealerships; Quality Chevrolet and Northwest Hills Automotive Group in their attempt to obtain quotes for this replacement vehicle. Both Quality Chevrolet and Northwest Hills Automotive Group were out of stock and would not be able to order the vehicle until September when their ordering window opened, delaying vehicle delivery until at least May 2025. In addition, our local Chevrolet dealership does not deal with police fleet vehicles.

With UtiliTac having the vehicle in stock, they will be able to outfit the vehicle with emergency lighting immediately, providing faster delivery. The primary factors in this search for a replacement vehicle was not only price but also and expedient timeframe for delivery.

FISCAL IMPACT:

The total cost for the vehicle is $90,811.90.

The insurance company will provide reimbursement of $40,811.90.

The difference of $50,000.00 will be paid from the Equipment Replacement Fund (611).

FIVE-YEAR STRATEGIC PLAN:

GOAL C: Fiscal Stability and Sustainability

Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent practices.

ATTACHMENTS:

1. Patrol vehicle with upfitting quote
2. Equipment and graphic outfitting quote

UTILITAC
EQUIPMENT & UPFITTING

Proposal

 # EST-2641

1 Bark Street
Ridgway, Pennsylvania 15853

Estimate Date :	05/28/2024
Expiry Date :	06/27/2024
Estimate Written By :	Joseph Manno
Account Manager :	Joe (814) 594-3167
Shop Manager :	Jarrod (412) 707-7281
Inventory Manager :	Daulton (412) 636-6056
Build Location :	Ridgway, PA

Bill To
City of Cathedral City CA
68700 Avenida Lalo Guerrero
Cathedral City, California 92234

#	Item & Description	Qty	List Price	Your Cost
	VEHICLE			
1	 2024 Tahoe PPV SKU : KLTAH23PPV Color - Engine - 5.3L Options: RED & WHITE FRONT AUXILIARY 170.00 DOME LAMP WIRING, GRILLE LAMPS/SPEAKERS 92.00 REMOTE KEYLESS ENTRY FLT PKG 75.00 REAR DOOR LOCK INOPERATIVE 62.00 REAR WINDOW SWITCH INOPERATIVE 57.00 WIRING, HORN/SIRENS CIRCUIT 55.00 AUTO DOOR LOCK DISABLE 50.00	1 pcs	58,606.00	56,606.00
	CONSOLE			
2	 Havis - VSX Console Laptop and Printer Mount Package for Tahoe SKU : HAV-PKG-VSX-1800-TAH-PM-1 Package Includes: - C-VSX-1800-TAH-PM Console - C-ARM-1001 Arm Rest - CUP2-1004 Cup Holders - C-HDM-224 Pole Mount - C-MD-119 Motion Device Package Features: - Integrated printer mount for Brother PocketJet - Made in USA with Lifetime Warranty	1 item	2,011.00	1,407.70
3	 Havis - Mic Clip Bracket SKU : HAV-C-MCB	2 item	19.00	26.60

#	Item & Description	Qty	List Price	Your Cost
4	 Magnetic Mic - Mic bracket SKU : MAG-MMSU-1 Enhances safety by reducing distracted driving.	2 item	39.95	55.93
PARTITION				
5	 ProGard-Tahoe Self Supporting Gun Lock SKU : PRO-GVM5721D-H Handcuff Key Override	1 item	719.00	575.20
BUMPER				
6	 Westin Push Bumper Elite- Tahoe SKU : WES-36-4045 Heavy duty 4 gauge steel uprights	1 item	1,011.15	657.25
7	 Westin Pit Bar Elite - Tahoe SKU : WES-36-4045PB	1 item	757.99	492.69
8	 Westin Light Channel - 33.1" (2) SoundOff SKU : WES-36-6015SMP2	1 item	67.41	47.19
SIREN CONTROLLER				
9	 SoundOff - BluePRINT Controller - Knob Control SKU : SOS-ENGSA5200RSR 200 Watt	1 item	1,896.00	663.60
10	 SoundOff - BluePRINT Link Module and Harness - Tahoe SKU : SOS-ENGLMK001	1 item	708.00	247.80
11	 SoundOff Signal - 100J Series Siren Speaker SKU : SOS-ETSS100J - 100 Watt	2 item	389.00	272.30
12	 SoundOff - Tahoe 100J Speaker Bracket SKU : SOS-ETSSVBK07 Holds 1 or 2 Speakers	1 item	65.00	30.55
13	 SoundOff - Aftershock Siren System SKU : SOS-ETSKLF200 (2) 100 Watt Speakers, Amplifier, and Brackets	1 item	1,268.00	443.80
FRONT LIGHTING				

#	Item & Description	Qty	List Price	Your Cost
14	SoundOff - nFORCE NXT Lightbar - Tahoe - 55" - Police - Red/Blue SKU : SOS-ENNLB0192H-3LP	1 item	4,935.00	1,727.25
15	 SoundOff - Opticom Preemption SKU : SOS-EGTTE794H	1 item	3,540.00	1,840.80
16	 SoundOff - 4" mPower HD 3-Wire - Stud Mount - Red/Blue/White SKU : SOS-EMPSF0ZVD-8 (2) Mounted in the bumper light channel	2 pcs	272.00	255.68
SIDE LIGHTING				
17	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /Blue SKU : SOS-EMPS80082-J (2) Mounted in the cargo windows	2 pcs	245.00	230.30
18	 SoundOff - mPower Window Shroud SKU : SOS-PMP2WSSSB For cargo mounted lights	2 pcs	25.00	23.50
19	 SoundOff - Intersector SM - Red/Blue/White SKU : SOS-ENT3B3RBW (2) Mounted under the mirrors	2 pcs	372.00	349.68
20	 SoundOff - Intersector SM Bracket - Tahoe - Driver SKU : SOS-PMP2BKUMB5-D	1 pcs	52.00	24.44
21	 SoundOff - Intersector SM Bracket - Tahoe - Passenger SKU : SOS-PMP2BKUMB5-P	1 pcs	52.00	24.44
REAR LIGHTING				
22	SoundOff - nFORCE Rear Deck Lightbar - Tahoe- Police - Red/Blue & New York SKU : SOS-ENFWB00FSZ	1 item	2,108.00	737.80
23	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /White SKU : SOS-EMPS80082-D (1) Mounted next to the license plate (AUX Reverse)	1 pcs	245.00	115.15
24	 SoundOff 4" mPower - 3-Wire/Stud Mount/Blue /White SKU : SOS-EMPS80082-E (1) Mounted next to the license plate (AUX Reverse)	1 pcs	245.00	115.15

#	Item & Description	Qty	List Price	Your Cost
25	 SoundOff - UnderCover Light - Red/Blue SKU : SOS-ELUC3H025J (2) Mounted in the reverse lights	2 pcs	197.00	185.18
ARGES				
26	 Whelen - Control Head for Arges SKU : WHE-ARGCH1 Bail Bracket	1 item	345.00	213.90
27	 Whelen - Arges Series 360° Remote Control Spotlight SKU : WHE-ARGES2 ProFocus™, Select from Spot/Flood Combination Light or Floodlight from the Control Head	1 item	894.00	554.28
28	 Whelen - Tahoe Arges Mount - Drivers Side SKU : WHE-ARG54D ***PASSENGER SIDE**** ****ARG54P****	1 item	113.00	70.06
OTHER				
29	 SoundOff 4" mPower - 3-Wire/Stud Mount/Red /White SKU : SOS-EMPS80082-D (2) Mounted under the hatch (AUX Dome)	1 pcs	245.00	115.15
30	 Laird - NMO Mount SKU : LAI-UTNMO Radio Bracket: Pre Wire For Radio: Wire, Mount, and install only - Antenna is frequency specific	1 pcs	100.00	100.00
31	 Setina -Tahoe Cargo Storage System SKU : SET-TK0841TAH21 Electronic lock override	1 item	1,989.00	1,491.75
32	 Labor - Install SKU : UTINSTALL **** LIFETIME WARRANTY **** - Custom Built Wire Harness - Rugged Braided Loom - Color Coded - Labeled Termination +++ ADD - Install Customer supplied radio +++ ADD - Install customer supplied camera system	46	112.18	5,160.28
33	 Shop Supplies Allowance SKU : UTSSA Wire, Terminals, Fuses, Heat Shrink, Etc.	1 item	600.00	600.00

#	Item & Description	Qty	List Price	Your Cost
34	 Destination and Vehicle Shipping SKU : UTFS Utilitac to Cathedral City	2,427 miles	2.00	4,854.00

Sub Total	80,315.40
Shipping Charge	200.00
Total	**$80,515.40**

Notes

We're glad you took the first step to our partnership. It's the best decision you've ever made.

Terms & Conditions

To approve, please click accept or sign and return. By approving you are agreeing to all the terms below.
- Payment: Unless otherwise specified, account terms require vehicles to be paid NET30 upon acceptance of the proposal and the remainder of the proposal is to be paid NET30 immediately following completion of scheduled work.
- Limitations: This is a proposal valid for only 30 days. Truck cassis must come ready to accept the body and any additional work or modifications will be barred by the customer. Additional shipping charges not listed on the proposal may incur.
- Contracts: If applicable to this project, National BuyBoard Contract # 698-23 or PA COSTARS contract #012-E22-242 / #025-E22-476 applies.
- Fees: Custom orders can not be canceled or returned. Cancellation fee of an approved quote is 5% of the total cost. If the manufacturer charges a restocking fee for any items, the customer is responsible for charges. No returns on any items after 30 days.

Authorized Signature _____

Gerber Collision & Glass - Cathedral City

Highly Wreck - ommended!
36550 Perez Rd, Cathedral City, CA 92234
Phone: (760) 422-3569

Workfile ID: 4449f90d
State EPA: N/A
BAR: 298415

Estimate

RO Number:

Customer:	Insurance:	Adjuster:	Estimator:	Aaron Olmos
Cathedral City Police Department		Phone:	Create Date:	4/29/2024
		Claim:		
		Loss Date:		
		Deductible:		

2024 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN:	1GNSCLED1RR198181	Interior Color:	Mileage In:	Vehicle Out:	
License:		Exterior Color:	Mileage Out:		
State:		Production Date:	Condition:	Job #:	

Line	Ver	Operation	Description	Qty	Extended Price $	Part Type	Labor	Type	Paint
1	E01		**FRONT DOOR**						
2	E01	Refinish	RT Door shell w/o body side moldings						2.1
3	E01		Add for Clear Coat						0.8
4	E01	Refinish	LT Door shell w/o body side moldings						2.1
5	E01		Overlap Major Adj. Panel						(0.4)
6	E01		Add for Clear Coat						0.3
7	E01	Remove/Replace	RT Belt molding chrome	1	59.65T	OEM	0.3	Body	
8	E01	Remove/Install	RT R&I mirror				0.4	Body	
9	E01	Remove/Replace	LT Belt molding chrome	1	59.65T	OEM	0.3	Body	
10	E01	Remove/Install	LT R&I mirror				0.4	Body	
11	E01	Remove/Install	RT Window molding				0.2	Body	
12	E01	Remove/Install	LT Window molding				0.2	Body	
13	E01	Remove/Install	RT R&I trim panel				0.4	Body	
14	E01	Remove/Install	LT R&I trim panel				0.4	Body	
15	E01		**REAR DOOR**						
16	E01	Refinish	RT Door shell w/o body side moldings						2.1
17	E01		Overlap Major Adj. Panel						(0.4)
18	E01		Add for Clear Coat						0.3
19	E01	Refinish	LT Door shell w/o body side moldings						2.1
20	E01		Overlap Major Adj. Panel						(0.4)
21	E01		Add for Clear Coat						0.3
22	E01	Remove/Replace	RT Belt molding chrome	1	21.03T	OEM	0.3	Body	
23	E01	Remove/Replace	LT Belt molding chrome	1	21.03T	OEM	0.3	Body	
24	E01	Remove/Install	RT Handle, outside w/o chrome				0.4	Body	
25	E01	Remove/Install	LT Handle, outside w/o chrome				0.4	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

RO Number:

2024 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Estimate Totals	Discount $	Markup $	Rate $	Total Hours	Total $
Parts					161.36
Labor, Body			76.00	4.0	304.00
Labor, Refinish			76.00	8.9	676.40
Material, Paint			58.00	8.9	516.20
Subtotal					**1,657.96**
Sales Tax					59.29
Grand Total					**1,717.25**
Net Total					**1,717.25**

Estimate Version	Total $
Original	1,717.25

Insurance Total $:	0.00
Received from Insurance $:	0.00
Balance due from Insurance $:	0.00
Customer Total $:	1,717.25
Received from Customer $:	0.00
Balance due from Customer $:	1,717.25

I authorize Gerber Collision & Glass - Cathedral City to repair my vehicle according to repair costs as itemized. I agree that Gerber Collision & Glass - Cathedral City is not responsible for loss or damage to this vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond their control, or for any delays caused by unavailability of parts or delayed shipments by the supplier or transporter.
I hereby grant you and /or your employees permission to operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspection.
I acknowledge that the total estimate of repairs includes all parts, labor, handling and diagnosis and agree that, if closer analysis finds additional repairs are necessary, I will be contacted for authorization if the amount or method changes.

Driver`s License # _____

Signature _____ Date _____

POWER OF ATTORNEY
For consideration of repairs made to this vehicle, I hereby grant my power of attorney to sign or endorse any checks and/or drafts made payable to me, and any release thereto, as settlement for my claim for damage to this automobile.

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

SO CAL GRAFIX INC

68435 Ramon Rd
Cathedral City, CA 92234 US
(760) 980-2009
sales@socalbranding.com
www.socalbranding.com

INVOICE

BILL TO
Cathedral City Police Department

INVOICE	1571
DATE	05/29/2024
TERMS	Due on receipt
DUE DATE	05/29/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	WRAP MATERIAL	3m printed and laminated wrap material reading cathedral city police with flag on both sides across door all the way to tire unit C52-23 vin# R7FG1	1	650.00	650.00T
	Installation	installation of wrap on doors of truck	1	325.00	325.00
	decals	Black decals reading commnity services on bed both sides and back. unit numbers on front and back	1	150.00	150.00T
	Installation	installation of grey vinyl on Tahoe	1	150.00	150.00
	Ceramic Coating	Ceramic Coating	1	130.00	130.00

All invoices are due upon receipt, unless terms have been discussed.

Thank you for your business.

SUBTOTAL	1,405.00
TAX	70.00
TOTAL	1,475.00
BALANCE DUE	**$1,475.00**

No warranty on wrap materials.
1 yr warranty on installation only if proper care & maintenance have been followed. Other restrictions may apply.
Validation of warranty will be required and up to the discretion of So Cal Branding

MOTOROLA SOLUTIONS

QUOTE-2667307

Billing Address:
Cathedral City Police Department
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234
US

Shipping Address:
Cathedral City Police Department
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234
US

Quote Date:06/05/2024
Expiration Date:09/03/2024
Quote Created By:
Pawel Warzecha
Pavel.Warzecha@motorolasolutions.com

End Customer:
CATHEDRAL CITY POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	4RE In car Video System				
1	WGB-0146A	MIKROTIK CONF WIFI KIT, DRILL MNT	1	$200.00	$200.00
2	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	1	$360.00	$360.00
3	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	1	$60.00	$60.00
4	WGA00574	4RE, VISTA HD, WIFI, SMART POE SWITCH	1	$250.00	$250.00
5	WGB-0167A	VIDEO EQUIPMENT,4RE STANDARD SSD PANORAMIC CABIN*	1	$5,590.40	$5,590.40
6	WGP01443-001-KIT	BRKT KIT 4R DVR UNIVERSAL	1	$72.00	$72.00

Subtotal $6,532.40

Estimated Tax $571.85

Grand Total $7,104.25(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

4RE IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION



The 4RE In-Car Video System lets users easily capture more footage and quickly upload high-definition video evidence without having to sacrifice time and situational awareness.

High Definition, Hands Free Evidence Capturing

The 4RE In-Car Video System is equipped with high-definition cameras with hands-free uploading capabilities, making the capture and upload of clear video evidence as easy as possible. The cameras record at 720p resolution and use an Ultra Wide Dynamic Range technology that dramatically improves the quality of video, especially in difficult lighting situations. This helps capture video evidence that is clear and easy to monitor. 4RE cameras are also equipped with patented Record-After-the-Fact® (RATF) technology, which allows users to go back in time and capture important evidence, even if the recording function was not activated and the incident happened days before.

The 4RE offers a dual drive structure with both an internal and removable USB drive for storage, and supports wireless upload. Wireless uploading capabilities through both Wi-Fi and LTE networks eliminate the need for trips to and from stations to upload evidence. The 4RE's patented multiple resolution encoding allows officers to save footage of critical incidents in HD and routine occurrences in a lower resolution at the same time. This eliminates the compromise between video quality and file storage needs. Event tags can be configured to determine which resolution is uploaded to the digital evidence management system (DEMS), as well as drive which files are automatically saved to it.

It includes three high-definition camera options; the ZSL, Panoramic X2, and the Mini-Zoom; which offer single and multi-camera, split-screen viewing on the display. Additional wireless microphones are included to enhance audio quality and amount of captured evidence.

The 4RE In-Car Video System can be configured to support the following:

- Up to 3 cameras at once.

Intuitive Display and Interface

The 4RE's display offers an easy-to-navigate 4.3" LED control panel with a backlit touch screen, allowing for clear view and navigation of the panel. Nearly all functions the officer will interact with are keys laid out along the control panel. Users can also program various sensors to activate a new record event, including emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection. Additionally, the 4RE can initiate its Covert Mode, in which the LEDs turn off, and simulates a complete device shutdown while the 4RE records video and audio simultaneously. This provides officers with a way to capture evidence while staying concealed.

The 4RE Mobile Data Computer App is a simple interface that runs on Windows 10 and interfaces with the 4RE through an Ethernet connection. The app also works in conjunction with the control panel, allowing 4RE to have full functionality when the MDC is not available.

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Staff Report

City Council

Item No. 3.L

Meeting Date:	August 14, 2024
From:	John A. Corella, Director of Public Works
Title:	Approval of the Parks and Community Events Commission Support of the Mobile Spay and Neuter Clinic

RECOMMENDATION:
To approve $3,200 from the Parks and Community Events Commission Fiscal Year 2024-2025 small events budget to support the mobile spay and neuter clinic at the Cathedral City Library on October 16, 2024.

BACKGROUND:

The Parks and Community Events Commission (PACE) continues to provide opportunities to engage the community and provide awareness of resources available here in the city. PACE is active in initiating, volunteering and supporting community events and related functions.

As part of the Fiscal Year 2024-2025 budget process, PACE was allocated $10,000 per year to fund all or portions of events at the city parks, which may include services and/or materials, or a combination thereof. Any events initiated to receive this funding would be first vetted by PACE and once PACE completed a favorable recommendation, the event would be brought before the City Council for funding approval.

PACE is initiating a new event to engage the community and bring awareness regarding a local issue. The Riverside County Coachella Valley animal shelters are experiencing the worst overcrowding since the pandemic. In response to this issue, PACE is proposing that Cathedral City take action and hold a community event to support the needs of our residents.

DISCUSSION:

At the June 4, 2024, PACE meeting, consideration for a mobile spay and neuter clinic at the Cathedral City Library, adjacent to Patriot Park, was presented by PACE Chair Erin Hyland and Vice Chair Antonio Baciu. This event is to help combat the pet overpopulation crisis in our city and county, decreasing the record breaking 12,000 animals euthanized last

year. The Commissioners met with Ivan Herrera, Director of Veterinary Service at the Coachella Valley Animal Campus, and Kristen Lehigh with the Cathedral City Library to confirm the event details. Below are details for the proposed event:

Event Date: October 16, 2024.

- Time: 7:00am to 5:00pm.
- Location: Cathedral City Library/Patriot Park parking lot at 33520 Date Palm Drive.
- Budget: $3,200
    - The cost covers the surgeons and technicians performing the procedures.
- Event Details:
    - Open to dogs and cats as young as 8 weeks.
    - Up to 30 animals to be spayed/neutered, free of charge to Cathedral City residents.
    - Animals are dropped off at 7:30am and picked up when texted (2:00 to 4:00 p.m. depending on volume).
    - All animals will be microchipped if not already, free of charge.

If approved, the event will be promoted through the City's website and included within the fall community mass mailer distributed to all residential properties in Cathedral City.

This PACE item was supported and recommended at the June 4, 2024, PACE meeting, with a budget request of $3,200 for funding from the PACE Small Events budget. The recommendation is now forwarded to the City Council for the $3,200 budget approval.

In summary, PACE is requesting that the City Council approve the funding request of $3,200 from the PACE small events budget for the spay and neuter clinic event.

FISCAL IMPACT:

Cathedral City spay and neuter clinic funding of $3,200 will be funded from the remaining available $6,700 PACE small events budget to be apportioned out of the FY 2024-2025 Parks – PACE community events budget item 100-500-510-511-8200-8201–M03511-OPS-PARKS-M&S.

Funding Recap

PACE FY 24-25 Budget (7/1/24 - 6/30/25)	$10,000
Yoga (City Council approved 7/24/2024)	$3,200
Howloween Dog Contest (City Council approved 7/24/2024)	$100
Available Budget	**$6,700**
Mobile Spay and Neuter Clinic (if approved)	OBJ$3,200
OBJ**Available Budget for remaining FY 24-25**	OBJ**$3,500**

FIVE-YEAR STRATEGIC PLAN:

GOAL F: EMBRACING, INCLUSIVE CITY

Objective: Cathedral City is valued and respected as a community that welcomes and embraces diversity, has an abundance of high quality and affordable housing options, and

vibrant businesses. Our neighborhoods are attractive and well-maintained and issues surrounding homelessness have been compassionately addressed with thoughtful, coordinated, and collaborative programs.

Action F-6: Promote additional community events and celebrations.

ATTACHMENTS:

None

Staff Report

City Council

Item No. 3.M

Meeting Date: August 14, 2024

From: Ryan Hunt, Communications & Events Manager

Title: CCHS Homecoming Parade 2024 SUP

RECOMMENDATION:
To approve the Special Use Permit (SUP) for the Cathedral City High School Homecoming Parade on Thursday, Oct. 17, 2024, and waive the application fee.

BACKGROUND:

For more than 10 years, the Cathedral City High School Homecoming Parade and Rally has been held in Downtown Cathedral City. The parade invites not only the high school, but also middle and elementary school children to participate. The Rally occurs on the steps of City Hall with attendees filling the Avenida Lalo Guerrero and Town Square Park.

DISCUSSION:

The Homecoming Parade and Rally will repeat the 2023 route where staging occurred near Perez Road on Cathedral Canyon Drive. Staging for the parade begins at 3:00 pm. on Oct. 17, 2024. The parade kicks-off at 4:30 pm and moves south on Cathedral Canyon Drive. It turns left at Avenida Lalo Guerrero (ALG) and heads east toward the front steps of City Hall. Once the participants in the parade reach George Montgomery Trail (GMT), those walking continue on ALG while any automobiles not associated with the Rally turn right on GMT to exit the area.

The Rally starts once the parade has ended and includes a welcome, announcements, entertainment by singers, bands, and a variety of acts. It is meant to be loud and energizing for the players and their family and fans.

In most years, the parade and rally end no later than 6 pm.

In addition, CCHS must provide a minimum of two parade route officials to direct the parade at the beginning, at every turn, and at GMT to direct cars in the parade to leave the area and not drive into the Rally area. Insurance coverage has already been received that covers the City as an additional insured.

CCHS has agreed to have volunteers clean up the area in front of City Hall after the event to make sure it is in as good of condition as when they first started to use it.

FISCAL IMPACT:

The Homecoming Parade and Rally creates an in-kind cost to the city for police, fire, ambulance, and public works employees to help make sure the event happens in a safe manner. This includes shutting down the roads, detouring traffic, notifying businesses of road closures days in advance, placing no-parking signs along the route, and putting up crowd security measures to mitigate the risk of an intentional attack. The estimated cost is between $4,500 and $5,000.

FIVE-YEAR STRATEGIC PLAN:

F-2: Promote additional community events and celebrations

ATTACHMENTS:

1. CCHS Homecoming Parade 2024 SUP
2. Parade-Route-24

CITY OF CATHEDRAL CITY
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
(760) 770-0396 – Phone
(760) 770-0399 - Fax

(Staff Use Only)

Case No.:

Related Files:

SPECIAL USE PERMIT FOR DOWNTOWN CATHEDRAL CITY

Please Read: It is advisable to submit applications for review 60 days prior to commencement of the use or event to ensure adequate review of the application. We must have a minimum of 30 days prior to the event. If you have any questions while completing this application, please ask a member of the Planning Department for assistance. In addition to this application, you must reserve a date for your event with the Communications/Events Manager. For recurring events, a schedule must be submitted every 3 months. In order for the City to process a Special Use Permit Application, the application fee must be submitted with the completed application. Depending on the type of event, you may also be required to provide a Clean-up/Damage Deposit. Please review the Downtown Fee Schedule for event use in the downtown area. The appropriate fee must be paid prior to the event. Incomplete applications will not be accepted (or process may be delayed). (PLEASE PRINT OR TYPE)

Name of Event:

_____

CHECK TYPE OF EVENT

_____	Festival	_____	Art Show / Outdoor Market
X_____	Parade / Race / Marathon	_____	Political Rally / Protest
_____	Concert / Performance	_____	Other _____(type)

AREA OF DOWNTOWN CATHEDRAL CITY TO USE (check all that apply)

x_____	Civic Center Plaza	x_____	Avenida Lalo Guerrero
x_____	Civic Center Paseo	_____	George Montgomery Trail
x_____	Town Square Park	_____	City Council Chambers
_____	Amphitheater Park	_____	3rd Floor Parking Structure
_____	Festival Lawn	_____	City Employee Parking Lot
_____	Festival Lawn Annex		

DATE(S) OF EVENT: 10/17/24

HOURS OF EVENT: 4 : 30 AM/PM through 5 : 20 AM/PM (If multiple days, please indicate dates and times below)

Street closure at Catedral Canyon and Perez at 2:30 Parade starts at 4:30.

SET-UP DATE:10/17/24 2:30pm

TEAR DOWN DATE: 10/17/24 5:30pm

DESCRIPTION OF EVENT (This should be promotional in nature and cannot exceed 250 words)**:**

CCHS homecoming parade. Featuring: elementary schools, nnc middle school, cchs groups, cchs floats, CCHS royalty, and more.

EXPECTED ATTENDANCE PER DAY (List all that apply)**:**

DAY 1: _____ Morning 300-400 Afternoon _____ Evening

DAY 2 _____ Morning _____ Afternoon _____ Evening

DAY 3 _____ Morning _____ Afternoon _____ Evening

*In accordance to Emergency Preparedness Requirements, events with 1,000 or more attendees requires a minimum of two crowd control managers to properly direct and assist the event attendees in evacuation during an emergency.

Will your event sell beverages? _____ Yes X No

If yes, please know that all events in Downtown Cathedral City must serve Pepsi products and must be purchased through the City of Cathedral City. Please contact Chris Parman (760) 770-0396 for more details.

Is your event open to the general public? X Yes _____ No

Will your event sell concessions or food items? _____ Yes X No

If yes, please know that the Cathedral City Community Amphitheater Concession Stand has an exclusive operator and has exclusivity on popcorn, kettle korn, regular hot dogs, and candy.

Do you have a business license with the City of Cathedral City? _____ Yes x_____ No

If no, you must obtain an annual business license or a special event business license with the City.

Do you have subcontractors and vendors providing a service or selling a product?

_____ Yes x_____ No

If yes, each subcontractor and vendor must hold an annual business license or a temporary special event business license with the City.

Do you or a vendor of yours plan to serve or prepare food? _____ Yes x_____ No

If yes, you must obtain proper permits from Riverside County Department of Environmental Health.

If yes, the Cathedral City Fire Department life safety / fire inspections must be conducted prior to food being served. Call (760) 770-8200 Mon. - Thurs. 7:00 a.m. to 6:00 p.m. to schedule inspections.

Will alcohol be served? _____ Yes x_____ No

If yes, you must obtain proper permits from California Department of Alcohol Beverage Control.

If yes, you must obtain Liquor Liability Insurance naming the City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234 as an additional insured.

If yes, you must have a minimum of one security officer checking identifications for proper age, one security officer per entrance and exit, and one security guard for crowd monitoring (a minimum of three security guards during all alcohol serving times).

If yes, who will be pouring and serving the alcohol? _____

_____

Will your event utilize tents or canopies? _____ Yes x_____ No

If yes, proper permits must be obtained by the Cathedral City Fire Department and life safety / fire inspections must be conducted prior to their use. Call (760) 770-8200 Mon. - Thurs. 7:00 a.m. to 6:00 p.m. to schedule inspections.

The organizer of the event must ensure that all tents and canopies are properly weighted against wind gusts.

Will your event utilize bouncy houses, inflatables, slides, amusement rides or hot air balloons?

_____ Yes x_____ No

If yes, the Cathedral City Fire Department life safety / fire inspections must be conducted prior to their use. Call (760) 770-8200 Mon. - Thurs. 7:00 a.m. to 6:00 p.m. to schedule inspections.

If yes, you must obtain liability Insurance denoting coverage for inflatables and naming the City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234 as an additional insured.

If hot air balloons, each hot air balloon must obtain insurance of no less than a $1 million in liability coverage naming the City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234

as an additional insured. A copy of the insurance certificate must be presented to the City before the hot air balloon can be utilized for the event.

Will your event have amplified sound and/or music? X Yes _____ No

If yes, the City's policy allows amplified sound and/or music between 7 am and 10 pm Fridays, Saturdays, and certain Sundays if the following Monday is a recognized national holiday. All other days, the hours of amplified sound and/or music are between 7 am and 9 pm. Amplified sound or music should be normalized to 89 decibels at the perimeter of the reserved area.

Will your event bring in a temporary stage, truss rig system, and/or lighting?

_____ Yes X No

If yes, the stage installer and/or owner must obtain liability insurance of no less than $1 million in coverage that names the City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234 as an additional insured.

Will your event use searchlights or laser lights?_____ Yes X No

If yes, searchlights and/or laser lights that shoot above 50 feet in the air need F.A.A. approval as Downtown Cathedral City is under the flight path of Palm Springs International Airport.

Will your event use fireworks or pyrotechnics? _____ Yes X No

If yes, proper permits must be obtained by the Cathedral City Fire Department and life safety / fire inspections must be conducted prior to their use. Call (760) 770-8200 Mon. - Thurs. 7:00 a.m. to 6:00 p.m. to schedule inspections. Additional liability insurance must be obtained.

SECURITY, PUBLIC SAFETY, AND SANITATION

Are you hiring security for your event? _____ Yes X No

If yes, the security company must have a valid Private Patrol Operator's License issued by the State of California. A copy of the license must be presented to the City prior to the event.

Please describe your security plan including crowd control, internal security or venue safety, age identification checks (if applicable) and or attach your plan to this application.

CCPD to provide street closures. CCHS administration and teachers facilitate organizing parade route ,

and crowd control. ,

- Please note that if you plan to use Cathedral City Police Department, the billable rate for police officers is $135 per hour per officer. CCPD will bill the event directly. Partial or all anticipated payments may be due prior to the event. The availability of CCPD police officers for your event may not be guaranteed without prior notification of at least 30 days.

What is your First Aid or Medical Plan for your event?

_____

_____

_____

_____

Do you plan to provide portable toilets? _____ Yes __X__ No

If yes, the number of portable toilets: _____

If yes, the number of ADA accessible portable toilets: _____

If yes, when are the portable toilets being delivered (Date and time): _____

If yes, when are the portable toilets being picked-up (Date and time): _____

If yes, will the portable toilets be serviced during your event? _____ Yes _____ No

Will your event allow for dogs? __X__ Yes _____ No

How do you plan to collect and remove trash and debris during the event?

Students and ASB teacher pick up loose trash around the area. City facilities emptys trash cans.

_____

- A clean-up/damage deposit of $600 or more may be required.

EVENT ENTERTAINMENT

Do you plan to have any musical or speaking entertainment for your event? __X__ Yes _____ No

If yes, please list the names of the band/performers, genre of music:

Name of Band / Performer/ Speaker	Genre of Music
CCHS BANDS	CCHS CHEER
CCHS DANCE TEAM	CCHS FOLKLORICO

A complete list must be provided to the City prior to the event. The City reserves the right to deny the performance of any band or act that has a history of creating public safety concerns. The City also has the right to require additional security and/or insurance coverage at the organizer's expense for acts that have a history of creating public safety concerns.

APPLICANT AND HOST ORGANIZATION

Host Organization: Cathedral City High School

Chief Officer of Host Organization: Guillermo Chavez

Host Organization's Website: Catcityhigh.com

Applicant Name: George Howell

Address Street:
69250 Dinah Shore Drive

City: Cathedral City State: CA Zip: 92234

Telephone Prior to the Event: (760-218-0425 - _____

During Event: (760-218-0425 - _____ Phone number of on-site representative who can be contacted during the event, for emergencies or event coordination.

Fax: (_____) _____ - _____

Email Address: ghowell@psusd.us

Previous Events managed or operated by the Host Organization and/or Applicant:

Parade and Golden Lion Awards held at the city in previous years.

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Cathedral City Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal, and any other applicable entity which may pertain to the use of the Even venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Cathedral City.

Printed Name of Applicant / Host Organization George Howell

Title Activities Director

Signature 

Date 7/11/24

SUBMITTAL REQUIREMENTS:

_____ Application Fee: $510 – payable to “City of Cathedral City”

_____ Non-profit certification (if applicable)

_____ Clean-up / Damage Deposit (if applicable)

___X__ Copy of site plan using map attached to this application (show stage, fencing, canopy/tent placement, food vendor locations, merchandise vendor locations, portable restroom locations, generators, etc….)

___X__ Provide all necessary insurance coverages (must be submitted prior to the event)

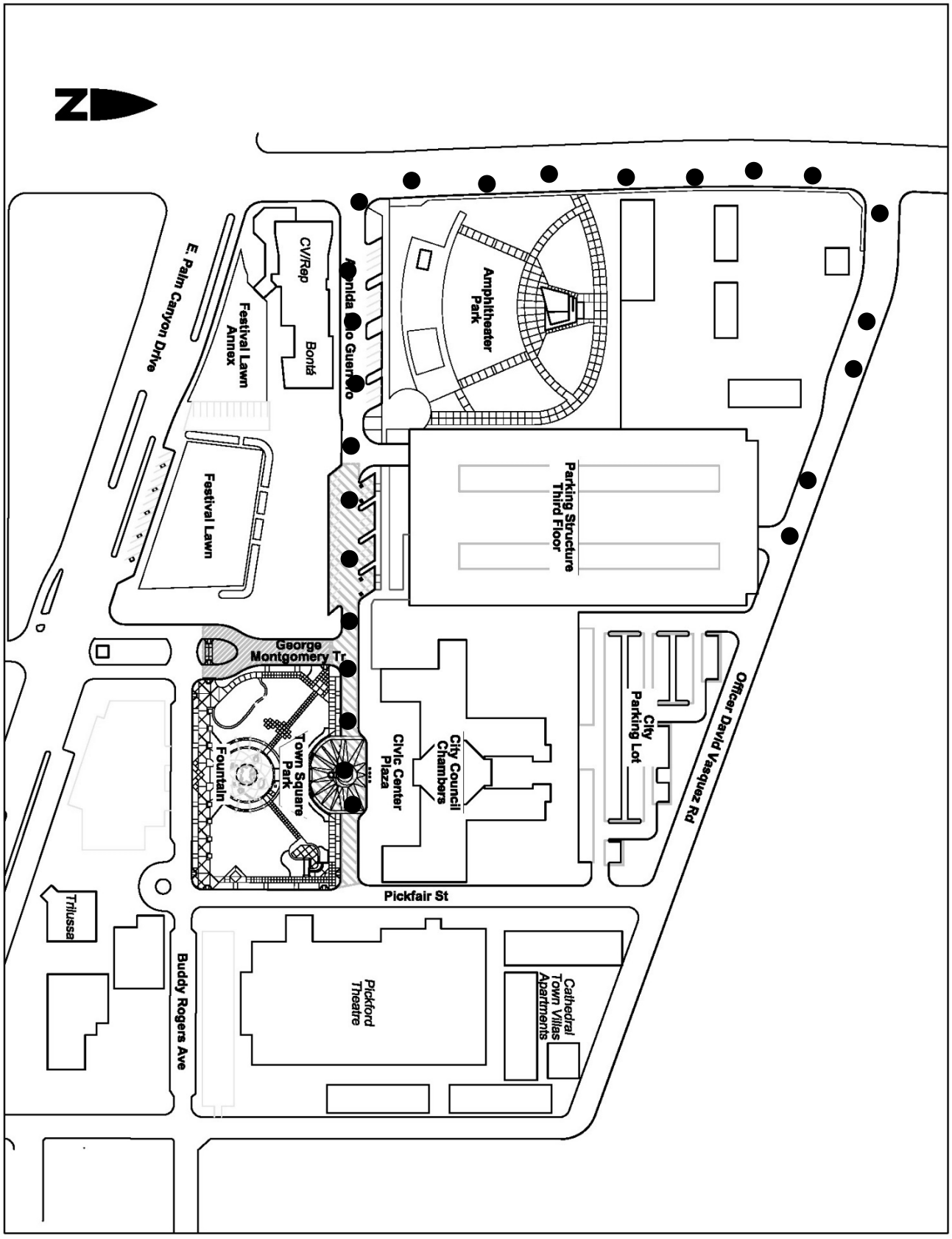
___X__ Proof of Insurance with a minimum of $1,000,000 in liability coverage naming City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City 92234 as an additional insured (must be submitted prior to the event)

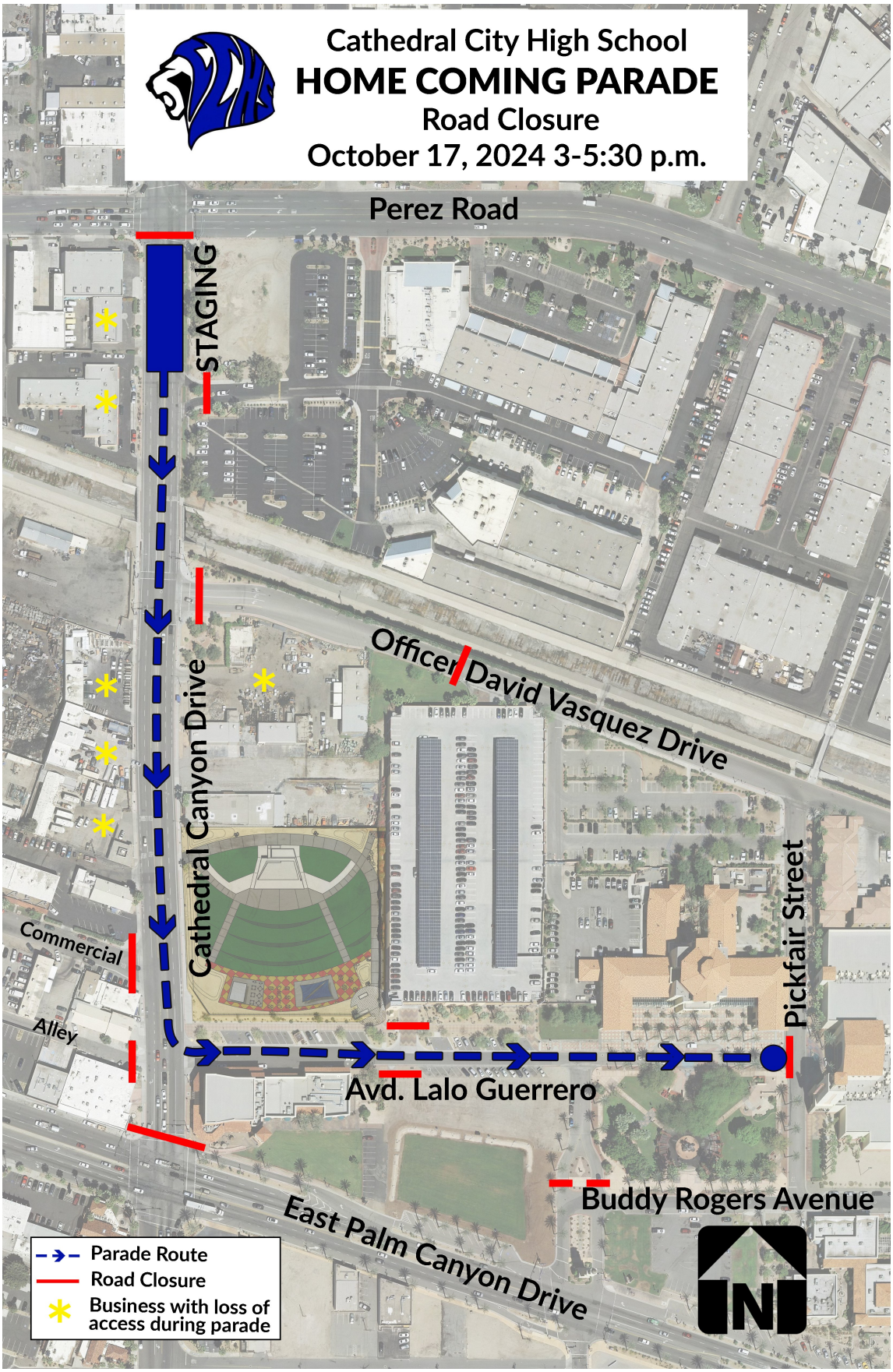
_____ Proof of all applicable licenses and permits required by local, state and federal agencies (must be submitted prior to the event)

_____ Proof of Cathedral City Fire Department inspections and permits, if applicable (must be submitted prior to the event)

_____ Acknowledge that applicant cannot hang any object (lights, speakers, cabling, etc.) from the pipe grid above the amphitheater’s stage floor.

Downtown Map (Please mark the area you will be using)




Cathedral City High School
HOME COMING PARADE
Road Closure
October 17, 2024 3-5:30 p.m.
Perez Road
STAGING
Officer David Vasquez Drive
Cathedral Canyon Drive
Commercial
Alley
Pickfair Street
Avd. Lalo Guerrero
Buddy Rogers Avenue
East Palm Canyon Drive
Parade Route
Road Closure
Business with loss of access during parade
N

Staff Report

City Council

Item No. 3.N

Meeting Date: August 14, 2024

From: Michael Contreras, Fire Chief

Title: Authorize a budget amendment to carry over $95,000 in unspent funds from the Fire Department's 2023/24 FY budget to the 2024/25 FY budget for Fire Department Radios and Repeater System

RECOMMENDATION:
To authorize a budget amendment to carry over $95,000 in unspent funds from the Fire Department's 2023/24 FY budget to the 2024/25 FY budget.

BACKGROUND:

In the fiscal year (FY) 2023/24 budget, $65,000 was identified for radios and another $30,000 to update the department's aging repeater system. Due to other organizational priorities, there was a delay in ordering the needed radios and repeaters. Once the decision to order the radios and repeaters was made, the supplier's delivery time was 16 to 20 weeks. To update the radios and repeaters, the Fire Department requests the budgeted $95,000 be carried forward into the FY 2024/25 budget.

DISCUSSION:

The Fire Department has an aging radio system and repeaters that need to be upgraded. The department is planning to move to the countywide PSEC radio system in 2025 and needs to make these upgrades to our current system.

FISCAL IMPACT:

A $95,000 budget adjustment is required for the FY General Fund budget, 100-300-330-332-8200-8221.

FIVE-YEAR STRATEGIC PLAN:

Goal D – Innovation
Objective: Cathedral City continually focusses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public

services, public safety, and stimulate economic growth.

ATTACHMENTS:

None

Staff Report

City Council

Item No. 3.O

Meeting Date: August 14, 2024

From: Charles McClendon, City Manager

Title: Approval of a Report on the Effects of Measure W

RECOMMENDATION:
To approve a report summarizing the effects of Measure W.

BACKGROUND:

A resident committee, the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City, met over several months in the fall of 2023 and early in 2024 to study unfunded needs in Cathedral City and explore options for addressing those needs. The committee ultimately recommended that the City Council consider placing a measure before the voters to provide a locally controlled source of funding to address the identified unfunded needs.

The Council resolution to refer the measure to the voters was adopted unanimously on July 24, 2024, after considerable public comment. The measure, if approved by voters, will allow the city to address the items identified by the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City, by residents through the public opinion survey and by those who completed the on-line Join the Discussion questionnaire.

DISCUSSION:

A report has been prepared which outlines the effects if Measure W is approved by voters and the effects if Measure W is rejected by the voters. The Measure will appear on the ballot for the General Election on November 5, 2024. The report is attached.

FISCAL IMPACT:

There is no fiscal impact to accepting the report. Funding for the November 2024 General Election is included in the adopted budget for FY 24/25.

FIVE-YEAR STRATEGIC PLAN:

Goal B - COMMUNITY INVESTMENT
Objective: Cathedral City roads, gateways, public spaces, and other infrastructure are well planned, designed, constructed and maintained.
B-11 City Council to support a measure to provide funding for parks and recreation services through the DRD and other resident priorities including streets and enhanced Fire Department services.

Goal E - SAFETY
Objective: Cathedral City is safe for all who live, work, visit, and play in our community.
E-1 Fund a 2-person ALS Medic Unit to better respond to increasing demand for medical response.

Goal C - FISCAL STABILITY AND SUSTAINABILITY
Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

ATTACHMENTS:

1. Report on the Effects of Measure W

Report on the Effects of Measure W

A resident committee, the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City met over several months in the fall of 2023 and early in 2024 to study unfunded needs in Cathedral City and explore options for addressing those needs. The committee ultimately recommended that the City Council consider placing a measure before the voters to provide a locally controlled source of funding to address the identified unfunded needs.

The City Council heard the report of the resident committee on January 24, 2024, and directed staff to proceed with further discussion on a possible ballot measure, including conducting polling in the community to evaluate the viability of a potential measure.

On February 28, 2024, the City Council authorized funding to conduct a statistically valid public opinion survey of the community to gather additional feedback on service priorities and funding needs in the community. Survey results were presented to the Council in study session on May 8, 2024. Almost three-quarters of respondents perceive the City needs additional funds; 40% indicated they saw a great need for additional funding and 33% indicated some need.

Maintaining 911 emergency response, fire protection services, and repairing streets and potholes are leading priorities for uses of funds. Following is a list of the top funding priorities deemed most important by survey respondents:

- Maintaining 911 medical emergency ambulance, fire and police response
- Maintaining fire protection and paramedic services
- Recruiting and retaining well-trained paramedics and firefighters
- Repairing neighborhood streets and potholes
- Preparing for, responding to, and recovering from rainstorms and other natural disasters
- Maintaining gang prevention programs
- Protecting Cathedral City's long-term financial stability
- Removing debris after rainstorms
- Helping prevent property crimes, including thefts and burglaries
- Keeping public areas and parks safe and clean
- Maintaining city services
- Maintaining police protection

To provide a further opportunity for residents to participate in the discussion of community priorities, a web page titled *Join the Conversation* was created and residents were invited, via a mailer sent to every home in Cathedral City, to complete a survey ranking identified priorities in terms of importance to them. About 200 people completed the survey. The following list outlines the priorities ranked highest:

- Recruiting and retaining well-trained paramedics and firefighters
- Repairing neighborhood streets and potholes
- Maintaining gang prevention programs
- Preparing for, responding to, and recovering from rainstorms and other natural disasters
- Helping prevent property crimes, including thefts and burglaries
- Keeping Parks safe and secure, including addressing homelessness
- Maintaining 9-1-1 medical emergency ambulance, fire protection and police protection response

The following is the ballot language that was referred to the voters by the City Council on July 24, which has subsequently been designated as Measure W:

Cathedral City Services Measure Shall the measure providing funding for Cathedral City's general services such as maintaining 911 medical emergency/ambulance/fire/police response and gang prevention programs; recruiting/retaining well-trained paramedics/firefighters; repairing streets/potholes; preparing for/responding to and recovering from rainstorms/natural disasters; keeping public areas/parks safe/clean; addressing homelessness; by increasing sales tax by ½¢ providing $5,000,000 annually until ended by voters; requiring audits, spending disclosure, funds locally controlled, be adopted?

The Council resolution to refer the measure to the voters was adopted unanimously after considerable public comment. The measure, if approved by voters, will allow the city to address the items identified by the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City, by residents through the public opinion survey and by those who completed the on-line *Join the Discussion* questionnaire.

The following table summarizes the effects of the approval of Measure W by the voters and compares those to the effects if the measure is not approved:

Effects of the Approval of Measure W	**Effects of the Rejection of Measure W**
The Cathedral City Fire department will be able to staff and place into service a fourth ambulance to maintain response times to medical emergencies even as calls for service increase.	The Cathedral City Fire department will continue to operate with three ambulances in service and may see slower response times to medical emergencies as calls for service increase.
Additional funding will be available for paving and maintaining neighborhood streets.	Funding for street paving and maintenance will not increase and the condition of neighborhood streets may deteriorate further.
One-half cent will be added to the local transactions and use tax (sales tax) costing taxpayers 50 cents on a $100 purchase.	The local transactions and use tax (sales tax) rate will remain unchanged.
Additional funding of about $5,000,000	No additional locally controlled funding

annually, which is locally controlled and not subject to takeaways by the state or other levels of government, will be available to support services in Cathedral City.	will be available for services in Cathedral City.
Funding will be available to allow Cathedral City to become a part of the Desert Recreation District providing parks and recreation services to residents and helping keep parks safe and secure.	Cathedral City will not be able to join the Desert Recreation District.
The funds provided through Measure W will be subject to annual outside audit and strict oversight by a citizen advisory committee.	There will be no Measure W funds to audit or oversee.

Cathedral City

Staff Report

City Council

Item No. 3.P

Meeting Date: August 14, 2024

From: Charles McClendon, City Manager

Title: Resolution Supporting Measure W

RECOMMENDATION:

To approve a resolution expressing City Council support for Measure W.

BACKGROUND:

The City Council adopted the following action item as part of their five-year strategic plan adopted in April of 2023:

> Action B-13 Develop a plan to address the need for funding for parks and recreation services through the DRD; and other resident priorities including streets, and work toward a potential funding measure in 2024.

The City Manager appointed a committee of residents to review unfunded needs in the community, explore possible solutions and potentially make recommendations to the City Council. The committee, which has since been named the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City first met and began their work on October 26, 2023. They received a presentation from Financial Services Director Kevin Biersack on the City's current financial status including information on where revenues come from and where money goes according to the current adopted budget. Discussions included the large portion of the general fund budget that goes to personnel, both city staff salaries and benefits and the costs of contracted services, and the large portion of the general fund budget that goes to the police and fire departments. These conditions make it very difficult if not impossible to reallocate existing funds to cover the identified unfunded needs in Cathedral City. The committee also discussed the effect of the approximately $6 million spent on recovery from the damage caused by Tropical Storm Hilary, which does not include an estimated additional local contribution of up to $6 million for street repairs which will be required to repair damage cost by the storm and subsequent clean-up work.

The second meeting of the committee was held on November 16, 2023. The primary agenda item was a presentation by staff from the Desert Recreation District. The presentation covered the history of the annexation effort and the outcome of the 2022 Measure K. The

discussion then turned to what the DRD can bring to Cathedral City immediately upon annexation, which is all the recreation programming that can be provided without a community recreation center using parks, schools and other facilities. Parks maintenance standards, the park ambassador program to keep our parks safe and secure by preventing undesirable activities at parks and other benefits of the DRD assuming responsibility for parks maintenance were also discussed. Finally, the committee looked at what a community recreation center might cost and how it might be programmed.

The next meeting was held on December 7, 2023. The agenda included a presentation by Engineering and Public Works Director John Corella on the city Pavement Management Plan. Committee members were very interested in the funding gap between what is needed to maintain and improve the condition of the streets and the funding that is available via traditional funding sources including state SB1 funds and the local maintenance of effort funds. The City uses grants, Measure A and gas tax funds to supplement those sources as they are available, but still falls far short of the funding needed in any given year. This results in some of the streets with the lowest pavement management index having to wait for repair work due to the great cost differential between having to completely rebuild a street compared to a slurry seal to extend the life of a street that is in better condition. Also on December 7, the committee heard a presentation from Fire Chief Mike Contreras outlining the need for maintaining response times for emergency medical services and an innovative plan to add a fourth ambulance staffed with two paramedics to respond to medical calls for service in circumstances where emergency medical dispatch has determined that a two-person response will meet the identified need. This will leave the more costly fire engine response available for other calls where that is required and improve ambulance availability and response time across the system.

The final meeting of the committee was held on January 11, 2024. The agenda included a review of the previous presentations and was followed by a discussion of ideas from committee members for addressing the identified funding gaps. Discussion included the applicability and limitations of grant funding, public private partnerships and single-purpose tax measures. Ultimately, the committee members coalesced around recommending a general purpose, half-cent sales tax (transaction and use tax) to the City Council. It was noted that a half-cent tax would raise about the same amount as the original Measure K would have raised – approximately $5 million per year. That amount of revenue would fund, in approximately equal amounts the following:

1. Annexation into the DRD and their assumption of parks maintenance responsibilities and keeping parks safe and secure in Cathedral City.
2. Operating costs for a community recreation center.
3. Debt service costs to develop a community recreation center – most likely the adaptive reuse of an existing building.
4. An additional $1 million per year for street maintenance work per the pavement management plan.
5. The addition of a two-person medical response ambulance on each of the fire department’s three shifts (six staff total).

The City Council heard the report of the resident committee on January 24, 2024, and directed staff to proceed with further discussion on a possible ballot measure, including conducting polling in the community to evaluate the viability of a potential measure.

The City Council considered the recommendation of the Resident Committee on Maintaining

a Safe and Self-Reliant Cathedral City during the Council meeting on July 24, 2024. Since the committee's initial report was reviewed by Council on January 24 several steps were taken to provide opportunities for residents of Cathedral City to provide input on the identified funding needs and other service priorities.

On February 28, 2024, the City Council authorized funding to conduct a statistically valid public opinion survey of the community to gather additional feedback on service priorities and funding needs in the community. The city awarded a contract to a professional survey research firm, FM3, and a survey instrument was developed, including potential ballot language, and the polling was conducted from March 20 to March 26, 2024. Surveyors contacted 433 voters likely to vote in the November 2024 election. Interviews were conducted using telephone, text and email and were available to respondents in either English or Spanish. Survey results have a margin of error of +-4.9% at the 95% confidence level for full sample questions and +-6.9% for half sample questions.

Survey results were presented to the Council in study session on May 8, 2024. Almost three-quarters of respondents continue to perceive the City needs additional funds and the perceived great need for funds has increased since 2022.

> Q. In your personal opinion, do you think the City of Cathedral City has a great need for additional funding, some need, a little need or no real need for additional funds to provide the level of City services that Cathedral City residents need and want?

40% indicated they saw a great need for additional funding and 33% indicated some need.

Maintaining 911 emergency response, fire protection services, and repairing streets and potholes are leading priorities for uses of funds. Following is a list of the top funding priorities deemed most important by survey respondents:

- Maintaining 911 medical emergency ambulance, fire and police response
- Maintaining fire protection and paramedic services
- Recruiting and retaining well-trained paramedics and firefighters
- Repairing neighborhood streets and potholes
- Preparing for, responding to, and recovering from rainstorms and other natural disasters
- Maintaining gang prevention programs
- Protecting Cathedral City's long-term financial stability
- Removing debris after rainstorms
- Helping prevent property crimes, including thefts and burglaries
- Keeping public areas and parks safe and clean
- Maintaining city services
- Maintaining police protection

To provide a further opportunity for residents to participate in the discussion of community priorities, a web page titled Join the Conversation was created and residents were invited, via a mailer sent to every home in Cathedral City, to complete a survey ranking identified priorities in terms of importance to them. About 200 people completed the survey. The following list outlines the priorities ranked highest:

- Recruiting and retaining well-trained paramedics and firefighters

- Repairing neighborhood streets and potholes
- Maintaining gang prevention programs
- Preparing for, responding to, and recovering from rainstorms and other natural disasters
- Helping prevent property crimes, including thefts and burglaries
- Keeping Parks safe and secure, including addressing homelessness
- Maintaining 9-1-1 medical emergency ambulance, fire protection and police protection response

DISCUSSION:

The following is the ballot language that was referred to the voters by the City Council on July 24, which has subsequently been designated as Measure W:

> **Cathedral City Services Measure** Shall the measure providing funding for Cathedral City's general services such as maintaining 911 medical emergency/ambulance/fire/police response and gang prevention programs; recruiting/retaining well-trained paramedics/firefighters; repairing streets/potholes; preparing for/responding to and recovering from rainstorms/natural disasters; keeping public areas/parks safe/clean; addressing homelessness; by increasing sales tax by ½¢ providing $5,000,000 annually until ended by voters; requiring audits, spending disclosure, funds locally controlled, be adopted?

The Council resolution to refer the measure to the voters was adopted unanimously after considerable public comment. The measure, if approved by voters, will allow the city to address the items identified by the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City, by residents through the public opinion survey and by those who completed the on-line *Join the Discussion* questionnaire.

The Council now has the opportunity to further express their support for Measure W by adopting the attached resolution of support.

FISCAL IMPACT:

The approved budget for FY 2024-25 includes $35,000 for a possible ballot measure as part of the November election. In 2022, the addition of a ballot measure increased the amount paid to the County by $27,000.

FIVE-YEAR STRATEGIC PLAN:

Goal B - COMMUNITY INVESTMENT
Objective: Cathedral City roads, gateways, public spaces, and other infrastructure are well planned, designed, constructed and maintained

B-11 City Council to support a measure to provide funding for parks and recreation services through the DRD and other resident priorities including streets and enhanced Fire Department services

Goal C - FISCAL STABILITY AND SUSTAINABILITY
Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

Goal E – SAFETY
Objective: Cathedral City is safe for all who live, work, visit, and play in our community

ATTACHMENTS:

1. Resolution in Support of Measure W

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY EXPRESSING THE CITY COUNCIL'S SUPPORT FOR MEASURE W, A BALLOT MEASURE TO ADOPT AN ORDINANCE INCREASING THE CITY'S TRANSACTION AND USE TAX BY ONE-HALF CENT.

WHEREAS, on June 24, 2024, the City Council unanimously approved Resolution No. 2024-33 placing the measure, designated as Measure W by the Riverside County Registrar of Voters, on the ballot to be voted upon in November by Cathedral City voters; and

WHEREAS, Measure W, if enacted, would raise much needed revenue to support new and existing city services including, maintaining emergency medical and 911 emergency response times, police patrols in neighborhoods and business areas, improving the quality of city streets and repairing potholes, and improving the condition of city parks and recreation facilities; and

WHEREAS, Measure W is necessary due to a loss of $30 million in local revenue over the past five years due to the actions of Sacramento Politicians which severely impacted the City's ability to maintain the basic services on which our community relies; and

WHEREAS, this resolution came before the City Council on August 14, 2024 at which time members of the public, including proponents and opponents of Measure W, were free to comment on the referendum and this resolution.

NOW THEREFORE, be it resolved as follows:

Prior to any consideration of a tax measure, the City engaged in an extensive process of civic engagement to discuss potential solutions to the State driven revenue short fall and to determine which services residents considered most important to maintaining a safe and thriving community. Based on feedback from the Resident Committee on Maintaining a Safe and Self-Reliant Cathedral City, as well as numerous resident responses to City surveys, it became clear that City residents demanded action to maintain and improve City services.

In response to community desires, the City Council supports Measure W which, if approved by Cathedral City voters, would enact generate approximately $5 million in new annual revenue for the City. The City Council finds that approval of Measure W is in the best interests of the residents of Cathedral City and will remedy negative impacts to the quality of life in the City due to State revenue take-a-ways. Measure W will allow the City to maintain emergency medical and 911 emergency response times, police patrols in neighborhoods and business areas, restore the quality of city streets and repair potholes, and improve the condition of city parks and recreation facilities.

APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cathedral City held on this 14th day of August, 2024.

_____
Mark Carnevale, Mayor

ATTEST:

_____
Tracey R. Hermosillo, City Clerk

APPROVED AS TO FORM:

_____
Eric S Vail, City Attorney

Staff Report

City Council

Item No. 4.A

Meeting Date:	August 14, 2024
From:	Anne Ambrose, Assistant City Manager
Title:	First Amendment to the 2016 Tax Sharing Agreement with GL HOD, LLC, doing business as Honda of the Desert

RECOMMENDATION:

To conduct a public hearing under Municipal Code Title 3, Chapter 3.46 to receive evidence and testimony; and consider terms of a first amendment to Sales Tax Sharing agreement with GL HOD, LLC, doing business as “Honda of the Desert” (“GL HOD”) to include GL TOD, LLC, doing business as “Toyota of the Desert” (“GL TOD”), collectively the “Applicant”, and adopt a resolution making findings and authorizing the City Manager to execute the first amendment to sales tax sharing agreement, consistent with the terms set forth in the resolution.

BACKGROUND:

Cathedral City Municipal Code Chapter 3.46 provides for economic incentive payments to a qualifying retail business in order to incentivize the operation, expansion or renovation of that business within the city as determined by the City Council. Provision of such incentives would enhance the quality of the facilities, goods, and services available to the public and the City's residents and would result in a desirable and attractive shopping experience that would increase sales tax revenue to the City.

City and GL HOD entered into a sales tax sharing agreement dated March 23, 2016 (“Agreement”). The purpose of the Agreement was to assist GL HOD to implement showroom renovations and improvements to meet Honda Motor America “Generation 1” design standards.

The total incentive payments (prior payments) to be made by the City to GL HOD based on the Agreement was $427,000, paid over a period of seven and a half years. The current agreement is still active.

A notice of public hearings was published on July 26th, 2024 and August 2nd, 2024 to notify residents and interested parties regarding the consideration of a first amendment to the Agreement.

DISCUSSION:

Sales tax revenue is a vital revenue source for the City accounting for approximately 50% of all revenue, making it the single largest revenue source. There are nine industry categories that make up total sales tax revenue, of which the automotive category accounts for roughly 51% of the total.

Honda of the Desert and Toyota of the Desert have been longstanding businesses in the Cathedral City Auto Center and are a vital part of the Cathedral City business community, being some of the top producers in the industry within the City.

GL HOD and GL TOD ("Applicants") are requesting to amend the existing Sales Tax Sharing Agreement to participate in the City's economic incentive program to (1) provide assistance to keep both brands in the City by incentivizing the purchase of their current leased facilities, GL HOD automobile dealership located at 68-025 Kyle Road and GL TOD automobile dealership located at 68-105 Kyle Road in Cathedral City, and (2) to receive payments supporting anticipated showroom improvements for both brands as set forth in the Agreement in accordance with Chapter 3.46 of Title 3 of the Cathedral City Municipal Code (the "Program").

The Sales Tax Sharing Ordinance enables the City to enter into agreements with existing businesses that expand or otherwise improve their business resulting in greater sales tax generation that accrues to the benefit of the city, provided certain findings can be made. In the case of GL HOD and GL TOD, failure to assist with the purchase of the leased facility would likely have resulted in a loss of both dealerships from Cathedral City, the impact of which would have been a considerable loss to the City's sales tax revenue impacting the direct provision of city services and creating difficult to fill vacancies in the center of the Cathedral City Auto Center. Additionally, major renovations in compliance with corporate design enhancements are generally required to be implemented every five to seven years or could occur earlier with changes in brand management. According to the Applicant, neglecting to implement more than one series of design standards would violate the sales and service agreements between the Applicant and Honda Motor America and Toyota USA.

Pursuant to the original agreement, the City has made payments to Applicant under this Agreement in the aggregate amount of $427,000 ("Prior Payments"). Beginning on the first day of the calendar quarter first following the date of recordation of the Grant Deed and continuing through the Sales Tax Sharing End Date (as defined in the Agreement), the Economic Incentive Payment will be an amount equal to 50% of the Sales Tax Increment derived from the GL HOD and 50% of the Sales Tax Increment derived from GL TOD ("Ongoing Payments"), in an additional amount not to exceed $4,000,000 ("Maximum Payment".) The Applicant will be eligible for 1) economic incentive payments for purchasing the current leased facilities, in an amount totaling $2,000,000 of the Maximum Payment at the time a Grant Deed is recorded for that transaction, and 2) planned improvements in an amount totaling not less than $2,000,000 of the Maximum Payment at the time documentation is submitted to the city of invoices, lien releases, and other evidence of their actual payment, confirming payments to contractors, or subcontractors for completed improvements. The City's Transactions and Use Tax (TUT) is separate from, and not part of, any economic incentive payments.

The Amendment to the Agreement would be effective until the earlier of June 30, 2040 or when applicants have received the maximum payment of $4,000,000. The Economic Incentive Payment will be an amount equal to 50% of the Sales Tax Increment (difference between the sales tax base and the amount of sales tax generated) derived from the Honda Retail Business and 50% of the Sales Tax Increment derived from the Toyota Retail Business and paid no later than 90 days after the close of each fiscal year. The sales tax base for Honda of the Desert is $347,000 and for Toyota of the Desert is $589,094. The Tax Sharing Report (attached) provides additional information regarding the basis of the sales tax bases.

The Operating Covenants have been amended and restated and would be recorded against the site. These covenants bar discrimination and require that the facilities be maintained and operated as automobile dealerships with integrated sales and services centers for a period of no less than sixteen (16) years.

FISCAL IMPACT:

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	Sales Tax Sharing	100-900-910-911-8650-8662-	N/A	$345,218	Ongoing

FIVE-YEAR STRATEGIC PLAN:

Goal C: FISCAL STABILITY and SUSTAINABILITY

Objective: Cathedral City has economically prospered by facilitating investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

ATTACHMENTS:

1. First Amendment to Sales Tax Sharing Agreement
2. Public Hearing Notice
3. Resolution

FIRST AMENDMENT TO SALES TAX SHARING AGREEMENT

This First Amendment to Sales Tax Sharing Agreement ("**First Amendment**") is hereby entered into this __ day of _____, 2024, by and between the City of Cathedral City, a charter city and municipal corporation within the State of California (the "**City**"), GL HOD, LLC, a Delaware limited liability company, doing business as "Honda of the Desert" ("**GL HOD**") and GL TOD, LLC, a Delaware limited liability company, doing business as "Toyota of the Desert" ("**GL TOD**" and collectively with GL HOD, the "**Owner**"). Each of the foregoing parties may be referred to individually herein as "**Party**" or jointly as the "**Parties**."

RECITALS

A. City and GL HOD entered into that certain Sales Tax Sharing Agreement dated March 23, 2016 ("**Agreement**"). Terms not specifically defined herein shall have the meaning ascribed to them in the Agreement.

B. The purpose of the Agreement was to encourage GL HOD's improvement, expansion and operation of an automobile dealership at 68-025 Kyle Road in Cathedral City and for the City to derive the benefits set forth in the Agreement in accordance with Chapter 3.46 of Title 3 of the Cathedral City Municipal Code.

C. The purpose of this First Amendment is to encourage GL HOD's continued improvement, expansion and operation of a Honda automobile dealership at 68-025 Kyle Road in Cathedral City, to encourage GL TOD's improvement, expansion and operation of a Toyota automobile dealership at 68-105 Kyle Road in Cathedral City, and for City to derive the benefits therefrom as set forth in the Agreement in accordance with Chapter 3.46 of Title 3 of the Cathedral City Municipal Code (the "**Program**"), for Owner to be eligible to receive economic incentive payments from City equal to 50% of the annual sales tax receipts generated from each of the Honda Retail Business (defined herein) and the Toyota Retail Business (defined herein) and received by the City over the established Sales Tax Base in an amount not to exceed $4,427,000.

D. After a duly noticed public hearing, as required by the Program, and consideration by the City Council of the Tax Sharing Report, attached hereto as Exhibit "A", prepared in accordance with the Program, and consideration of such other matters as may have been presented during said public hearing, the City Council found GL HOD and GL TOD, and each of them, to be an Approved Business with which the City would enter into this First Amendment to Sales Tax Sharing Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this First Amendment which modifies and amends the Agreement as follows:

1.0 FINDINGS. The City Council finds and determines that the benefit to the City of Sales Tax Sharing of the Sales Tax Increment, calculated using the Sales Tax Base determined in the Tax Sharing Reports, using a Sales Tax Sharing percentage of fifty percent (50%) for an extended period, as described in this First Amendment or until Owner's share of the Sales Tax Sharing reaches a maximum Sales Tax Increment paid to Owner of One Million Four Hundred Thousand Dollars ($4,427,000), whichever occurs first, is consistent with the intent and purpose and requirements of the Program.

2.0 AMENDMENTS. The Agreement is hereby modified and amended as follows:

2.1. Section 2, "Definitions," of the Agreement is hereby amended in its entirety to read as follows:

"SECTION 2. DEFINITIONS.

The terms used in this Agreement shall be given the meaning expressly defined in this Agreement or where not defined herein then in Chapter 3.46 of Title 3 of the City's Municipal Code.

a. "**Economic Incentive Payment**" shall mean payments made by City to Owner implementing Sales Tax Sharing as provided for in the Program. The Parties acknowledge that from the Effective Date through June 30, 2024, City has made payments to Owner under this Agreement in the aggregate amount of $427,000 ("Prior Payments"). Beginning on the first day of the calendar quarter first following the date of recordation of the Grant Deed and continuing through the Sales Tax Sharing End Date (as defined in Section 3.b. below), the Economic Incentive Payment will be an amount equal to 50% of the Sales Tax Increment derived from the Honda Retail Business and 50% of the Sales Tax Increment derived from the Toyota Retail Business ("Ongoing Payments"), provided, however, that the total amount of both Prior Payments and Ongoing Payments paid by the City shall not exceed Four Million Four Hundred Twenty-Seven Thousand Dollars ($4,427,000) ("Maximum Payment"), and provided further, that the Ongoing Payments shall be subject to the terms and conditions set forth in this Agreement. In no event shall Owner be entitled to payments from City beyond the Sales Tax Sharing End Date or in excess of the Maximum Payment.

b. **"Effective Date"** shall mean the date upon which all of the following have occurred: (i) City's City Council has approved the Agreement; (ii) City Manager has executed the Agreement; (iii) Owner's authorized representatives have executed the Agreement; and (iv) a grant deed (the "**Grant Deed**") has been recorded in the official records of the County of Riverside evidencing fee ownership of the Property (APN: 687-040-024) vested in the Owner.

"c. "**Existing Retail Business**" as defined in Section 3.46.020 of the Municipal Code shall mean the Honda of the Desert dealership located at 68-025 Kyle Road in Cathedral City that is owned and operated by Owner ("Honda Retail Business") and the Toyota of the Desert dealership located at 68-105 Kyle Road in Cathedral City ("Toyota Retail Business") that is owned and operated by Owner's Affiliate, both of which consist of new and used car sales, auto parts sales, and automobile service facilities on the Property.

d. **"Improved Business"** shall mean the Existing Retail Business as improved by the completed Work of Improvement.

e. **"Permit Date"** shall mean the date on which the City has issued a building permit to Owner authorizing the commencement of construction of the Work of Improvement.

f. "**Property**" shall mean the parcel or parcels of real property upon which GL HOD and GL TOD operate the Existing Retail Business. The description of the Property is attached hereto as Exhibit "A," and is incorporated herein by this reference.

g. "**Work of Improvement**" The Work of Improvement to the Property shall mean the expansion, remodeling, renovation and/or improvements of the Existing Retail Business to comply with manufacturer-required brand and facility standards that the manufacturer(s) will expect to be completed within approximately four (4) to six (6) years from the date of this Agreement."

h. "**Sales Tax Increment**" as defined in Section 3.46.020 of the Municipal Code shall mean, on an annual basis, the difference between the sales tax base and the amount of sales tax actually generated by GL HOD and GL TOD and received by City from the State Board of Equalization. For purposes of this Agreement, the sales tax base is Three Hundred Forty-Seven Thousand Dollars ($347,000) per tax year for the Honda Retail Business and Five Hundred Eighty-Nine Thousand Dollars ($589,000) for the Toyota Retail Business."

2.2. Section 3.a.(i) of the Agreement is hereby amended to read as follows:

"(i) Deadline. Owner agrees to complete the Work of Improvement not later than fifteen (15) months after the Permit Date unless such deadline is extended by operation of Section 9.n by reason of a force majeure event.

2.3. Section 3.a.(iv) of the Agreement is hereby amended to read as follows:

(iv) Confirmation of Payments for Work of Improvement. Owner agrees to provide to City documentation reasonably acceptable to

City, including without limitation, invoices, lien releases, and other evidences of Owner's actual payment, confirming payments to contractors, subcontractors, and vendors totaling not less than Two Million Dollars ($2,000,000.00) ("**Total Minimum Expense**"). If the accepted documentation evidences payments by Owner of less than the Total Minimum Expense, then City shall have the right to recalculate and reduce the Economic Incentive Payment in proportion to the amount by which the actual amount paid is less than the Total Minimum Expense.

2.4. Section 3.c. of the Agreement is hereby amended to read as follows:

"c. Continued Operation. Owner shall remain in continuous operation during current normal business hours and days for the duration of the sixteen (16)-year term of this Agreement or until receipt of the Maximum Payment, whichever occurs first. Owner will be considered to be in continuous operation, even if closed on all recognized California and federal holidays, and during times of temporary closure for planned repairs or renovations for which Owner notified City in writing at least thirty (30) days in advance. No closure shall operate to extend the period during which Owner may be entitled to receive the Economic Incentive Payment from City.

2.5. Section 4.b of the Agreement is hereby amended to read as follows:

"b. Sales Tax Sharing Period. The period during which City shall receive the Sales Tax Increment ("Sales Tax Sharing Period"), which forms the basis of the Economic Incentive Payment shall commence on the Effective Date and shall continue until the earlier of (1) June 30, 2040 ("Sales Tax Sharing End Date") or (2) Owner has received the Maximum Payment. The City's obligation to make Economic Incentive Payments in an amount not to exceed Two Million Dollars ($2,000,000) shall commence on the Effective Date. The City's obligation to make Economic Incentive Payments by an additional amount not to exceed Two Million Dollars ($2,000,000) shall commence on the Permit Date, for a total of Ongoing Payments not to exceed Four Million Dollars ($4,000,000).

In the event that the Sales Tax Increment received by City during the Sales Tax Sharing Period is insufficient to yield the Maximum Payment to Owner, then Owner shall not be entitled to further payments or assistance from City. The 'yearly' period of measurement of the Sales Tax Increment shall be in accordance with the normal processes of City. If necessary to reach the full Sales Tax Sharing Period, the final month or months shall be prorated.

2.6. Section 9.j of the Agreement is hereby amended to revise the addressees and addresses to which notices to the Parties shall be sent to read as follows:

"OWNER:	GL HOD, LLC/GL TOD LLC 111 E. Broadway, #900 Salt Lake City, UT 84111 Attn: John K. Garff
With a copy to:	Ken Garff Automotive, LLC 111 E. Broadway, #900 Salt Lake City, UT 84111 Attn: General Counsel
CITY:	City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attn: City Manager
With a copy to:	Burke, Williams & Sorensen, LLP 1600 Iowa Avenue, Suite 250 Riverside, CA 92507 Attn: Eric S. Vail

3.0 OWNER'S PAYMENT OF COST OF TAX SHARING REPORT. In accordance with Section 3.46.020 of the Code, Owner has paid to City, as a condition precedent to City's obligations hereunder, the amount of ten thousand dollars ($10,000.00) as and for the cost of the preparation of the Tax Sharing Report.

4.0 OPERATING COVENANTS. In accordance with Sections 3.46.030 and 3.46.050 of City's Municipal Code, Owner agrees as a condition precedent to City's obligations under this First Amendment, to record against the Property the Amended and Restated Operating Covenants attached hereto as Exhibit "B." Said covenants shall be recorded promptly after the Effective Date, but in no event later than three (3) business days thereafter, shall survive the termination for any reason of the Agreement, as amended by this First Amendment, and shall run with the Property for the periods specified in said covenants.

5.0 GENERAL PROVISIONS.

5.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement as modified by the First Amendment remains in full force and effect and binding upon the Parties.

5.2 Integration. This First Amendment constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the transaction discussed in this First Amendment.

5.3 Effective Date. This First Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Owner.

5.4 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.

5.5 References. All references to the Agreement and First Amendment include all their respective terms and provisions. All defined terms utilized in this First Amendment have the same meaning as provided in the Agreement or First Amendment, unless expressly stated to the contrary in this First Amendment.

[Signatures appear on following pages]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

CITY:

City of Cathedral City

By:_____
Charles McClendon, City Manager

ATTEST:

By: _____
Tracey R. Hermosillo, City Clerk

APPROVED AS TO FORM

_____
Eric S. Vail, General Counsel

OWNER:

GL HOD, LLC

By:_____

Name:_____

Title: _____

GL TOD, LLC

By:_____

Name:_____

Title: _____

NOTE: OWNER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR UTAH

STATE OF UTAH)
COUNTY OF SALT LAKE)

On _____, 20__, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20__, before me, _____,
Date — Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General
¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "A"

Tax Sharing Report

Tax Sharing Report - Honda and Toyota Sales Tax Abatement Analysis
Sales Tax Abatement Base Analysis for Bradley Burns 1% Local Sales and Use Tax

- Proposed Amendment No. 1 to Sales Tax Sharing Agreement received offered the following parameters:
    - Maximum payment - $4,427,000 (includes initial $427,000 which has already been paid)
    - Agreement end date – Fiscal Year 2039/2040

- City determined $347,000 sales tax base established in 2016 contract with Honda was based on the calendar year quarters of 4Q 2014 through 3Q 2015

- Applied same methodology to Toyota to determine what the sales tax base would have been had an agreement been in place in 2016:

$134,796 (2014 - 4Q)
147,881 (2015 - 1Q)
158,730 (2015 - 2Q)
147,687 (2015 - 3Q)
$589,094

FY24 Payments (Honda)

- The remaining balance of $10,282 is due for the current agreement. This will be paid in FY24.

Forecasting

- Assuming flat growth based on FY24 estimated sales tax revenues and payments of 50% of the sales tax increment, we estimate the amended contract balance of $4,000,000 would be paid off in FY37.
    - Honda:

Flat growth annual sales tax revenue	$584,650
Less sales tax base	(347,000)
	$237,650 x 50% = $118,825

- Toyota Flat growth annual sales tax revenue $1,041,880
  Less sales tax base (589,094)
  $452,786 x 50% = $226,393

Annual Payment (Estimated) $345,218

Based on an annual payment of $345,218, the amended contract balance of $4,000,000 would be paid off in 12.824 years (FY37)

EXHIBIT “B”

Amended and Restated Operating Covenants

RECORDING REQUESTED BY:)
)
CITY OF CATHEDRAL CITY)
)
AND WHEN RECORDED RETURN TO:)
CITY OF CATHEDRAL CITY)
68-700 Avenida Lalo Guerrero)
Cathedral City, CA 92234)
Attn: City Clerk)
APN: 687-040-024)

(Space Above for Recorder's Use)
Exempt from Recording Fees Per Government Code Section 27383

AMENDED AND RESTATED OPERATING COVENANTS

This document, entitled Amended and Restated Operating Covenants ("Covenants"), is made as of _____, 2024, by NW LAND, LLC, a Delaware limited liability company ("Property Owner"), GL HOD, LLC, a Delaware limited liability company, for Honda of the Desert ("GL HOD"), and GL TOD, LLC, a Delaware limited liability company, for Toyota of the Desert ("GL TOD" and, collectively with GL HOD, the "Tenant"), for the benefit of the CITY OF CATHEDRAL CITY, a California charter city ("City"). Said entities may be individually referred to herein as a "Party" or jointly as the "Parties."

1. Relation to Tax Sharing Agreement. These Covenants are executed by Property Owner/Tenant and recorded in connection with that certain Sales Tax Sharing Agreement, dated March 23, 2016, as amended by that certain First Amendment to Sale Tax Sharing Agreement (collectively, the "Agreement") entered into between the Owner and Tenant and City of more or less concurrent date herewith, and is required under the provisions of the Agreement. The Agreement is attached hereto and incorporated herein by reference as Exhibit "A". Defined terms not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. Covenants Run with the Land. These Covenants shall run with the land legally described in Exhibit "B" attached hereto, and incorporated herein by reference (the "Property"), and shall constitute equitable servitudes thereon, and shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City. The Covenants shall be for the duration as specified in the Agreement, and all sales or long-term leases of the Improved Business shall likewise be governed by the Agreement.

3. Intended Use of Property. Property Owner/Tenant covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any portion thereof, that upon Completion of construction of the Work of Improvement (both as defined in the Agreement), Property Owner/Tenant shall cause the Property to be used as automobile dealerships with integrated parts sales and service center (together, the "Intended Use"), except for such exceptions to such covenant as may be provided under the terms of the Agreement. Property Owner/Tenant covenants and agrees for itself, its successors, its assigns, and every successor in interest to the

Property, or any portion thereof, or of the Improved Business that upon Completion of construction of the Work of Improvement, Property Owner/Tenant shall devote the Property to the Intended Use for a period of sixteen years (16) years commencing the day after the issuance by the City of the final Certificate of Occupancy or similar document with respect to the Work of Improvement. No other use of the Property shall occur during the effectiveness of the Covenants without the prior written approval of the City, which approval shall be given or withheld at the sole discretion of the City.

4. Maintenance of Property. Property Owner/Tenant covenants and agrees for itself, its successors, its assigns, and every successor in interest to the property, or any part thereof, that Property Owner/Tenant, such successors and such assigns, shall maintain in good condition the improvements on the Property, shall keep the Property free from any accumulation of debris or waste material, shall remove any and all graffiti, shall maintain the property in compliance with all regulations, and shall maintain in a neat, orderly, healthy and good condition any landscaping required by the City during its normal approval processes to be planted on the Property, or placed on the Property by Property Owner/Tenant in its own determination.

5. Non-Discrimination. Property Owner/Tenant covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as of those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or on the basis of domestic partnership status or arrangement, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property; nor shall Property Owner/Tenant, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Properties. Notwithstanding any provision of this paragraph, none of the cited statutes shall apply to the extent that they deal with housing of any kind.

6. Existing and Future Assessment Districts. The City may review the creation of a landscape and lighting district in the area where the Property is to be located, or, alternatively, the annexation of the Property into an existing City district. Such a district would assist the City in paying for the lighting and landscaping in the area, thus enabling it to install and maintain such amenities to the general benefit of the area and the specific benefit of the Property. Such a district would equitably apportion the costs among the benefited land owners. Property Owner/Tenant covenants and agrees, for itself and its successors and assigns, and on behalf of any and all Tenants, that it will participate in such a district for the life of the district, will vote in favor of its formation, or for annexation into an existing district, as applicable, if a vote is required, will otherwise support and not oppose the formation of the district or the annexation, and will pay when due the assessments apportioned to it. The Property Owner/Tenant agrees to include a similar provision in every lease of any portion of the Property to another entity such that the entity's obligations are essentially identical to the Property Owner's/Tenant's. Notwithstanding any provision in the Covenants to the contrary, the Property Owner/Tenant shall retain all rights under the district to appeal the amount

of the assessment allocated to the Property Owner's/Tenant's property and/or business.

7. Existing and Future Business Improvement Districts. The City may also review the formation of a business improvement district in the area where the Property is to be located. Such a district would provide assistance to all businesses within the district for a variety of purposes, each of which would be designed to generate patronage for such businesses. Such a district would assess business owners in the district on an equitable basis for its share of the costs expended for the mutual benefit of the business in the area. Property Owner/Tenant covenants and agrees, for itself and its successors and assigns, that it will participate in such a district for the life of the district, will vote in favor of its formation if a vote is required, will otherwise support and not oppose the formation of the district and will pay when due the assessments apportioned to it. The Property Owner/Tenant agrees to include a similar provision to every lease of any portion of the Property to an entity such that the entity's obligations are essentially identical to the Property Owner's/Tenant's. Notwithstanding any provision in these Covenants to the contrary, the Property Owner/Tenant shall retain all rights under the district to appeal the amount of the assessment allocated to the Property Owner's/Tenant's property and/or business.

8. Continuation of Certain Covenants. The covenants established against discrimination, those regarding maintenance of the Property, and the covenants related to landscape and lighting or business districts shall remain in effect in perpetuity. The covenants related to the Intended Use shall remain in effect for sixteen (16) years, calculated as indicated in Section 3, above.

9. City is Express Beneficiary of Covenants. The City is deemed the beneficiary of the terms and provisions of the Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community. The City shall have the right, if such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or such other proper proceedings to enforce the curing of such breaches to which it or any other beneficiary of such covenants may be entitled, including, without limitation, to specific performance, damages and injunctive relief. In addition, at the City's sole discretion, any breach of these covenants shall be deemed a material breach of the Agreement, permitting the City to terminate the Agreement.

10. Supersedure. This Amended and Restated Operating Covenants supersedes and replaces certain Operating Covenants, dated as of March 23, 2016, recorded as document number 2016-0351307 in the official records of the County of Riverside.

WHEREFORE, Property Owner/Tenant, intending to be bound hereby, has executed this document, entitled Operating Covenants, on the date first above-written.

PROPERTY OWNER:

NW LAND, LLC
a Delaware limited liability company

By: _____
John K. Garff
Manager

TENANT:

GL HOD, LLC
a Delaware limited liability company

By: _____
John K. Garff
Manager

GL TOD, LLC
a Delaware limited liability company

By: _____
John K. Garff
Manager

EXHIBIT "A" TO

OPERATING COVENANTS

SALES TAX SHARING AGREEMENT BETWEEN

THE CITY OF CATHEDRAL CITY AND GL HOD, LLC AND GL TOD, LLC

[To be attached for recording only]

EXHIBIT "B" TO

OPERATING COVENANTS

LEGAL DESCRIPTION OF LEASED PREMISES

AFFECTED BY OPERATING COVENANTS

The land referred to herein is situated in the State of California, County of Riverside, City of Cathedral City and described as follows:

Parcel 1 of Parcel Map No. 21729, in the City of Cathedral City, as per Map on file recorded February 25, 1987, in Book 141, Pages 60, 61, 62 and 63 of Parcel Maps, Records of said County, and as Amended by Certificates of Correction recorded July 11, 1988, as Instrument No. 190265 and August 24, 1988, as Instrument No. 241092, Official Records of Riverside County.

APN: 687-040-024

NOTICE OF PUBLIC HEARINGS

NOTICE OF PUBLIC HEARINGS OF CATHEDRAL CITY ("CITY") REGARDING A SALES TAX SHARING AGREEMENT AMENDMENT BY AND BETWEEN THE CITY AND GL HOD, LLC FOR HONDA OF THE DESERT TO INCLUDE GL TOD, LLC FOR TOYOTA OF THE DESERT

PLEASE TAKE NOTICE that the City of Cathedral City (the "City") will conduct a public hearing at 5:30 p.m. on August 14, 2024, in City Council Chambers at City Hall, 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234. At the public hearing, the City shall receive evidence and testimony and consider (a) an amendment to the Sales Tax Sharing Agreement between the City and GL HOD, LLC for Honda of the Desert, to include GL TOD, LLC for Toyota of the Desert, as Approved Businesses, in accordance with Ordinance 730 and (b) the written information provided in accordance with Government Code section 53803.

NOTICE IS FURTHER GIVEN that any and all persons are invited to appear before the City and present evidence or testimony concerning the foregoing matters at the time, date and place set forth herein.

Among other matters, the Agreement concerns the sharing of sales tax generated from the Honda of the Desert located at 68025 Kyle Road within the City of Cathedral City, and from Toyota of the Desert located at 68105 Kyle Road within the City of Cathedral City, all more specifically described in the Agreement.

A copy of the proposed Agreement is on file and available for inspection and copying at a cost not to exceed the cost of duplication, during normal business hours at the office of the City Clerk at 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, APPROVING TAX SHARING REPORT AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND PREPARE A FIRST AMENDMENT TO THE SALES TAX SHARING AGREEMENT WITH GL HOD, LLC FOR HONDA OF THE DESERT UNDER TITLE 3, CHAPTER 3.46 OF THE CATHEDRAL CITY MUNICIPAL CODE

WHEREAS, at the public hearing, duly noticed and held at the City Council meeting of Cathedral City ("City") on August 14, 2024, the City Council received testimony and other evidence in accordance with section 3.46.040.B of the Cathedral City Municipal Code ("CCMC") concerning the proposed first amendment to the Sales Tax Sharing Agreement with GL HOD, LLC for Honda of the Desert located at 68025 Kyle Road to include GL TOD, LLC for Toyota of the Desert ("Applicants") located at 68015 Kyle Road; and

WHEREAS, Title 3, Chapter 3.46 of the Municipal Code (the "Program") authorizes the City Council to enter into a Sales Tax Sharing Agreement with Approved Businesses to provide an incentive program for the opening, operation and expansion of retail businesses within the City; and

WHEREAS, the City Council finds that based on the record and evidence before it there are valid reasons for making the findings contained herein and designating Applicants as a Approved Businesses within the meaning of Title 3, Chapter 3.46 of the Municipal Code; and

WHEREAS, at the public hearing on August 14, 2024, the City Council opened the hearing for public testimony and presentation of additional evidence regarding the designation of the Applicants as Approved Businesses under the Program, and the terms of the Sales Tax Sharing Agreement; and

WHEREAS, on August 14, 2024, the City Council duly deliberated and considered all matters coming before it.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF CATHEDRAL CITY, AS FOLLOWS:

SECTION 1. FINDINGS

The City Council finds as follows:

A. That approval of the First Amendment to the Tax Sharing Agreement will meet the purposes set forth in Section 3.46.010 of the Municipal Code and will enhance the quality of facilities, goods, and services that Honda of the

Desert and Toyota of the Desert makes available to the public and the City's residents; that the retention of the Approved Businesses will provide a desirable and attractive shopping experience for the City's residents and visitors; and will maintain sales tax revenue to the City.

B. That the Applicants meet all requirements of the Program to be designated as Approved Businesses in accordance with Sections 3.46.020 and 3.46.030 of the Municipal Code.

C. That the First Amendment to the Tax Sharing Agreement accurately depicts the anticipated benefits to the City and its residents of the proposed continued improvement, expansion and operation of GL HOD, LLC and GL TOD, LLC.

D. That the staff report, Tax Sharing Report, testimony and other evidence presented to the Council during the public hearing on this matter support the findings and satisfy the requirements of Title 3, Chapter 3.46.

E. That the Tax Sharing Report, staff report and other evidence received support providing assistance to GL HOD, LLC and GL TOD, LLC in an amount equal to fifty percent (50%) of the Sales Tax Increment (as defined in Section 3.46.020 of the Municipal Code) over a period of 16 years, but not to exceed $4,000,000.00 paid as provided in the Tax Sharing Agreement.

F. That the Sales Tax Base and Sales Tax Increment (both as defined in Section 3.46.020 of the Municipal Code) fairly determined and form the basis for the amount of assistance provided under the Program.

G. That GL HOC, LLC and GL TOD, LLC have agreed to enter into a Sales Tax Sharing Agreement, Operating Covenant (which will be recorded against the sites) and Indemnity Agreement (included within the Sales Tax Sharing Agreement) in accordance with Section 3.46.030 of the Municipal Code.

H. That the assistance provided under the Program by the City to GL HOD, LLC and GL TOD, LLC shall be in accordance with and meet the requirements of Title 3, Chapter 3.46 of the CCMC.

SECTION 2. APPROVAL OF APPLICANTS AS AUTHORIZED BUSINESSES

GL HOD, LLC and GL TOD, LLC are hereby approved as a Authorized Businesses in accordance with Sections 3.46.020 and 3.46.030 of the Municipal Code.

SECTION 3. AUTHORIZING SALES TAX SHARING AGREEMENT

The City Council approves and authorizes execution of a Sales Tax Sharing Agreement with the GL HOD, LLC and GL TOD, LLC to receive an amount equal to fifty percent (50%) of the Sales Tax Increment over a period of 16 years,

but not to exceed $4,000,000.00 paid as provided in the Tax Sharing Agreement and approves and authorizes execution of a sixteen year (16) Amended and Restated Operating Covenant to be recorded against the sites.

SECTION 4. AUTHORIZATION TO SIGN RESOLUTION AND DOCUMENTS

The City Council authorizes the Mayor to sign this Resolution, and the City Manager to sign the First Amendment to the Tax Sharing Agreement and Amended and Restated Operating Covenants as the City's representative.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective immediately.

SECTION 6. CERTIFICATION

The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of the City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of the City, in the minutes of the meeting at which this Resolution is passed and adopted.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council for the City of Cathedral City held on this 14th day of August, 2024.

_____
Mark Carnevale, Mayor

ATTEST:

_____
Tracey R. Hermosillo, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

Staff Report

City Council

Item No. 4.B

Meeting Date: August 14, 2024

From: Andrew Firestine, Community and Economic Development Director

Title: General Plan Amendment No. 24-001

RECOMMENDATION:

1. Find that no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations).
2. Adopt a resolution approving General Plan Amendment No. 24-001 based on the findings and conclusions contained in the staff report.

FINDINGS:

Find that no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to state CEQA guidelines Section 15162 (Subsequent EIRs and Negative Declarations):

1. Find that the previously adopted Environmental Impact Report (the "Adopted EIR") prepared for the 2040 General Plan (the "General Plan Update") approved on July 28, 2021, has adequately identified the impacts associated with the project and no further review is required pursuant to Section 15162 of the California Environmental Quality Act ("CEQA") and based on the following findings:

    a. No substantial changes are proposed that would require major revisions of the previously Adopted EIR for the General Plan Update (approved July 28, 2021) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

    b. No substantial changes have occurred with respect to circumstances under which the project was undertaken that would require major revisions of the previously Adopted EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

    c. No new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previously Adopted EIR was approved has been identified; and

d. The General Plan Amendment would revert approximately 3.4 acres designated on the General Plan Land Use Map for CN (Neighborhood Commercial) back to RL (Low Density Residential). On the basis that it can generally be assumed that low density residential land uses would result in comparable or less intense environmental impacts than commercial uses, it is reasonable to assume the proposed General Plan Amendment would result in equal or less intense impacts than those evaluated in the Adopted EIR.

Approve General Plan Amendment No. 24-001 based on the following findings:

1. The proposed General Plan Amendment ("GPA") from CN (Neighborhood Commercial) to RL (Low Density Residential), consistent with the land use designation in place prior to the adoption of the 2040 General Plan Update. The proposed change in land use designation is consistent with the established goals, policies and objects of the General Plan;

2. The proposed GPA is consistent with the General Plan Housing Element. The subject site comprises a portion of site #11 identified in the Housing Element land inventory for above-moderate-income units. In combination with other units proposed and approved, the residential development of the subject site as facilitated by the GPA will enable the city to meet its Regional Housing Needs allocation. The current designation of the site as CN (Neighborhood Commercial) is inconsistent with the Housing Element land inventory. The proposed GPA would resolve this inconsistency between the General Plan Land Use Map and the General Plan Housing Element.

3. The proposed GPA is consistent with entitlements for the site (Tentative Tract Map No. 37755 and Planned Unit Development No. 19-001A) that were approved prior to the adoption of the 2040 General Plan Update. These entitlements are approved to subdivide APNs 670-130-004, -005, -014, and -015 into 110 single family lots. The current designation of the subject site, as CN (Neighborhood Commercial), is inconsistent with the approved entitlements for the residential development of APNs 670-130-014 and -015. The proposed GPA would resolve this inconsistency between the General Plan Land Use Map and approved entitlements that pre-date the 2040 General Plan Update.

4. It is in the best interest of the community to have an internally consistent General Plan and maintain a certified Housing Element.

5. Adoption of this General Plan Amendment is not in conflict with Section 65358(b) of the California Government Code relating to the number of amendments permitted per year, because this amendment is the first amendment of calendar year 2024.

BACKGROUND:

General Plan Amendment No. 24-001 proposes to change the designation of an approximately 3.43-acre rectangular area along the Ramon Road frontage of Assessor's Parcel Number (APN) 670-130-014 and 670-130-015 from CN (Neighborhood Commercial) to RL (Low Density Residential (2-4.5 du/ac)).

The RL (Low Density Residential) designation provides for single-family residential

development on individual lots typically ranging from about 7,500 to 20,000 square feet. The CN (Neighborhood Commercial) designation provides for neighborhood-scale shopping integrated with, and conveniently located as a part of, residential areas.

The 2040 General Plan Update was adopted by the City Council on July 28, 2021. An Environmental Impact Report prepared for the 2040 General Plan Update was also adopted by the City Council on July 28, 2021.

The 2040 General Plan Update changed the land use designation of the 3.43-acre portion of APNs 670-130-014 and 670-130-015 from RL (Low Density Residential) to CN (Neighborhood Commercial). The proposed amendment would reverse that change, reverting the General Plan land use designation of the 3.43 acres back to RL.

The approximately 3.43-acre subject site is also part of the project site for the Mountain View Estates development, comprised of Tentative Tract Map No. 37755 (110 single family lots) and Planned Unit Development No. 19-001. These entitlements were approved by the City's Planning Commission on September 16, 2020. When the entitlements were approved for Mountain View Estates in 2020, the four parcels were entirely designated as RL (Low Density Residential).

An application re-filing Tentative Tract Map (TTM) No. 37755 was approved by the Planning Commission on June 5, 2024. Pursuant to Condition of Approval No. 3.23 for TTM No. 37755, the final tract map shall not be accepted by the City Council until the City Council has adopted General Plan Amendment No. 24-001.

PLANNING COMMISSION

The Planning Commission held a public hearing for General Plan Amendment No. 24-001 on July 17, 2024. The Planning Commission voted unanimously to recommend that the City Council adopt the proposed General Plan Amendment.

DISCUSSION:

ANALYSIS

The proposed General Plan Amendment is appropriate for the following reasons:

- The proposed GPA is consistent with the land use designation in place prior to the adoption of the 2040 General Plan Update and corrects the inconsistency created by the 2040 General Plan Update Land Use Map and the approved Mountain View Estates TTM No. 37755

- The subject site is included in the Housing Element as part of site #11 in the land inventory for the Regional Housing Needs Assessment (RHNA). This land inventory, presented in Table H-37 of the Housing Element, provides a list of parcels available to meet the City's RHNA allocation. The City's RHNA allocation for 2022-2029 estimates that a total of 2,549 housing units will be built in Cathedral City. Of these housing units, 1,199 units are expected to be constructed as single-family units for those of above moderate income

  The subject site comprises a portion of site #11 identified in the Housing Element land

inventory for above-moderate-income units. In combination with other units proposed and approved, the residential development of the subject site as facilitated by the GPA will enable the city to meet its Regional Housing Needs allocation. The current designation of the site as CN (Neighborhood Commercial) is inconsistent with the Housing Element land inventory. The proposed GPA would resolve this inconsistency between the General Plan Land Use Map and the General Plan Housing Element.

TRIBAL REVIEW

In accordance with Senate Bill 18, the project proposal was sent to local and regional Native American tribes on May 22, 2024 for review and comment. At the time of writing, two responses have been received.

The Augustine Band of Cahuilla Indians responded on May 28, 2024, indicating that no further consultation is needed.

The Agua Caliente Band of Cahuilla Indians (ACBCI) responded on July 10, 2024, requesting consultation. A consultation meeting with a representative of the ACBCI Tribal Historic Presentation Office was held on July 16, 2024. Following this meeting, the Tribe provided a letter concluding the consultation.

FISCAL IMPACT:

This project is being initiated by the Cathedral City Department of Community and Economic Development. Other than standard costs associated with staff time, public notification and Tribal consultation, no adverse fiscal impact will occur.

FIVE-YEAR STRATEGIC PLAN:

GOAL F – EMBRACING, INCLUSIVE COMMUNITY

Objective: Cathedral City is valued and respected as a community that welcomes and embraces diversity, has an abundance of high quality and affordable housing options and vibrant businesses. Our neighborhoods are attractive, well-maintained, and issues surrounding homelessness have been compassionately addressed with thoughtful, coordinated, and collaborative programs.

ATTACHMENTS:

Attachment 1: Resolution No. _____
Attachment 2: Site Plan
Attachment 3: Senate Bill 18 Response Letters

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ADOPTING GENERAL PLAN AMENDMENT 24-001 TO REVISE THE LAND USE DESIGNATION OF APPROXIMATELY 3.43 ACRES DESIGNATED AS CN (NEIGHBORHOOD COMMERCIAL) ON THE GENERAL PLAN LAND USE MAP TO RL (LOW DENSITY RESIDENTIAL).

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law (Division 1 Title 7 of the California Government Code) on July 28, 2021, the City of Cathedral City adopted Resolution No. 2021-24 adopting the 2040 General Plan Update to provide comprehensive, long-range planning guidelines for future growth and development which incorporates the following thirteen elements: Land Use, Circulation and Mobility, Housing, Parks and Recreation, Community Design, Arts and Culture, Economic and Fiscal Health, Environmental Justice, Healthy and Sustainable Community, Open Space and Conservation, Air Quality and Climate Stability, Safety, and Public Services and Facilities. Each element of the General Plan provides Goals, Prorams, and Policies as required by State Law; and

WHEREAS, General Plan Amendment 24-001 proposes to amend the General Plan Land Use Map so that the designation of the approximately 3.43-acre rectangular area along the Ramon Road frontage of Assessor's Parcel Numbers 670-130-014 and 670-130-015 is re-designated from CN (Neighborhood Commercial) to RL (Low Density Residential); and

WHEREAS, the RL (Low Density Residential (2-4.5 du/ac)) designation, which provides for single-family residential development on individual lots typically ranging from about 7,500 to 20,000 square feet, is proposed for application to the subject site; and

WHEREAS, the Project Site is identified in the adopted Housing Element as site #11 in the land inventory presented in Table H-37 of the Housing Element which identifies parcels available to meet the City's Regional Housing Needs Assessment (RHNA).

WHEREAS, the proposed General Plan Amendment 24-001 does not require further environmental review under the California Environmental Quality Act (CEQA) pursuant to Sate CEQA Guidelines Section 15162 (Subsequent EIRS and Negative Declarations); and

WHEREAS, on July 17, 2024, the Planning Commission conducted a duly noticed public hearing on General Plan Amendment 24-001 at the City of Cathedral City Council Chambers, and adopted a Resolution recommending that the City Council adopt General Plan Amendment 24-001 to amend the Land Use Map; and

WHEREAS, on August 14, 2024, the City Council conducted a duly noticed public hearing on General Plan Amendment 24-001 at the City of Cathedral City Council Chambers, and adopted a Resolution approving General Plan Amendment 24-001 to amend the Land Use Map; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Based upon the foregoing, oral and written testimony presented by members of the public and City staff (including reports and presentations made at the public hearing), the City Council finds that no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15162 (Subsequent EIRs and Negative Declarations), as follow:

1. No substantial changes are proposed that would require major revisions of the previously Adopted EIR for the General Plan Update (approved July 28, 2021) due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

2. No substantial changes have occurred with respect to circumstances under which the project was undertaken that would require major revisions of the previously Adopted EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

3. No new information of substantial importance which was no known and could not have been known with the exercise of reasonable diligence at the time the previous Adopted EIR was approved has been identified; and

4. The General Plan Amendment would revert approximately 3.4 acres designated on the General Plan Land Use Map for CN (Neighborhood Commercial) back to RL (Low Density Residential). On the basis that it can generally be assumed that low density residential land uses would result in comparable or less intense environmental impacts than commercial uses, it is reasonable to assume that the proposed General Plan Amendment would result in equal or less intense impacts than those evaluated in the Adopted EIR.

Section 3. Based upon the foregoing, oral and written testimony presented by members of the public and City staff (including reports and presentations made at the public hearing), the City Council adopts General Plan Amendment 24-001 based on the following findings:

a. The proposed General Plan Amendment (“GPA”) from CN (Neighborhood Commercial) to RL (Low Density Residential) is consistent with the land use designation in place prior to the adoption of the 2040 General Plan Update. The proposed change in land use designation is consistent with the established goals, policies and objects of the General Plan;

b. The proposed GPA is consistent with the General Plan Housing Element. The subject site comprises a portion of site #11 identified in the Housing Element land inventory for above-moderate-income units. In combination with other units proposed and approved, the residential development of the subject site as facilitated by the GPA will enable the city to meet its Regional Housing Needs allocation. The current designation of the site as CN (Neighborhood Commercial) is inconsistent with the Housing Element

land inventory. The proposed GPA would resolve this inconsistency between the General Plan Land Use Map and the General Plan Housing Element.

c. The proposed GPA is consistent with entitlements for the site (Tentative Tract Map No. 37755 and Planned Unit Development No. 19-001A) that were approved prior to the adoption of the 2040 General Plan Update. These entitlements are approved to subdivide APNs 670-130-004, -005, -014, and -015 into 110 single family lots. The current designation of the subject site, as CN (Neighborhood Commercial), is inconsistent with the approved entitlements for the residential development of APNs 670-130-014 and -015. The proposed GPA would resolve this inconsistency between the General Plan Land Use Map and approved entitlements that pre-date the 2040 General Plan Update.

d. It is in the best interest of the community to have an internally consistent General Plan and maintain a certified Housing Element.

e. Adoption of this General Plan Amendment is not in conflict with Section 65358(b) of the California Government Code relating to the number of amendments permitted per year, because this amendment is the first amendment of calendar year 2024.

Section 4. Based upon the forgoing, oral and written testimony presented by members of the public and City staff (including reports and presentations made at the public hearing), the City Council adopts General Plan Amendment 24-001, attached hereto as Exhibit 1.

THE FOREGOING RESOLUTION WAS APPROVED AND ADOPTED on this 14th day of August 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Mark Carnevale, Mayor

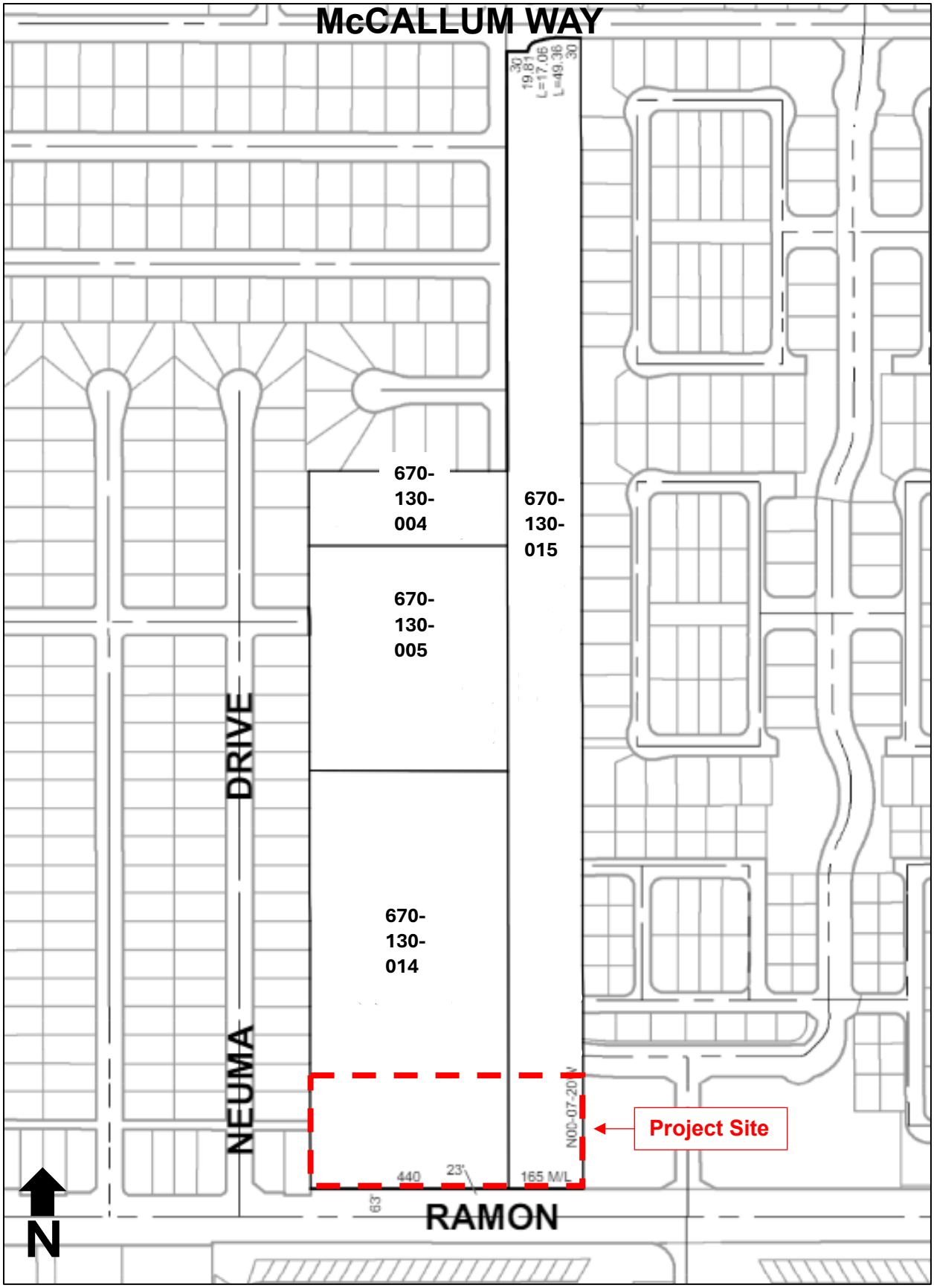
ATTEST AND APPROVED AS TO CONTENT:

_____
Tracey R. Hermosillo, City Clerk

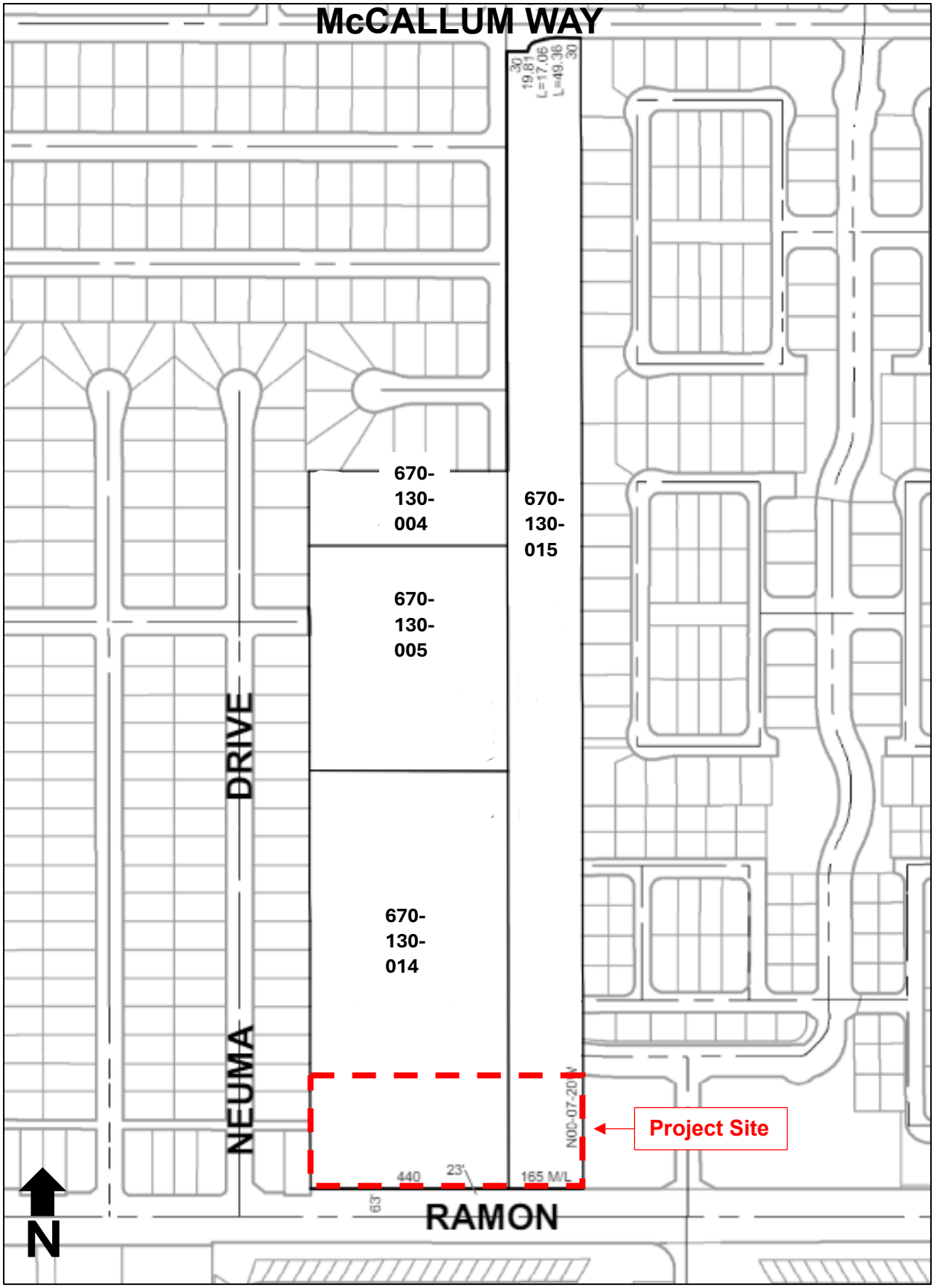
APPROVED AS TO LEGAL FORM:

_____
Eric S. Vail, City Attorney

Exhibit 1 - General Plan Amendment No. 24-001



General Plan Amendment No. 24-001



AUGUSTINE BAND OF CAHUILLA INDIANS
84-001 AVENUE 54 COACHELLA, CA 92236 | T: 760-398-4722 F: 760-369-7161
TRIBAL CHAIRPERSON: AMANDA AUGUSTINE TRIBAL TREASURER: WILLIAM VANCE
TRIBAL COUNCIL MEMBER: RONNIE VANCE

Date: 05/28/2024

Dear: Dominique Camps
Associate Planner

SUBJECT: General Plan Amendment 24-001 (APN 670-130-014 and -015)

Thank you for the opportunity to offer input concerning the development of the above-identified project. We appreciate your sensitivity to the cultural resources that may be impacted by your project and the importance of these cultural resources to the Native American peoples that have occupied the land surrounding the area of your project for thousands of years. Unfortunately, increased development and lack of sensitivity to cultural resources have resulted in many significant cultural resources being destroyed or substantially altered and impacted. Your invitation to consult on this project is greatly appreciated.

At this time, we are unaware of specific cultural resources that may be affected by the proposed project, however, in the event, you should discover any cultural resources during the development of this project please contact our office immediately for further evaluation.

Very truly yours,

Jacobia Kirksey

Jacobia Kirksey, Tribal Operations Specialist
Augustine Band of Cahuilla Indians



AGUA CALIENTE BAND OF CAHUILLA INDIANS

TRIBAL HISTORIC PRESERVATION

03-007-2020-001

July 10, 2024

[VIA EMAIL TO:dcamps@cathedralcity.gov]
City of Cathedral City
Dominique Camps
68700 Avenida Lalo Guerrero
Cathedral City, CA Y92234

Re: Tribal Consultation Pursuant to SB18 General Plan Amendment 24-001 (APN 670-130-014 and -015), City of Cathedral City

Dear Dominique Camps,

The Agua Caliente Band of Cahuilla Indians (ACBCI) appreciates your efforts to include the Tribal Historic Preservation Office (THPO) in the Mountain View Estates project. We have reviewed the documents and have the following comments:

*Formal government to government consultation under California Senate Bill 18 (SB-18).

* Please review the comments made on the ISMND.

* Please add into the mitigation measures that landowner will relinquish ownership of all cultural resources.

* An Agua monitor needs to be on-site during all initial ground disturbing activities.

* There are Tribal Cultural Resources within a mile radius from the project site.

Again, the Agua Caliente appreciates your interest in our cultural heritage. If you have questions or require additional information, please call me at (760) 883-1137. You may also email me at ACBCI-THPO@aguacaliente.net.

Cordially,

Luz Salazar
Cultural Resources Analyst
Tribal Historic Preservation Office
AGUA CALIENTE BAND
OF CAHUILLA INDIANS

5401 DINAH SHORE DRIVE, PALM SPRINGS, CA 92264
T 760/699/6800 F 760/699/6924 WWW.AGUACALIENTE-NSN.GOV

AGUA CALIENTE BAND OF CAHUILLA INDIANS

TRIBAL HISTORIC PRESERVATION

03-007-2024-003

July 16, 2024

[VIA EMAIL TO:dcamps@cathedralcity.gov]
City of Cathedral City
Dominique Camps
68700 Avenida Lalo Guerrero
Cathedral City, CA Y92234

Re: Tribal Consultation Pursuant to SB18 General Plan Amendment 24-001 (APN 670-130-014 and -015), City of Cathedral City

Dear Dominique Camps,

The Agua Caliente Band of Cahuilla Indians (ACBCI) appreciates your efforts to include the Tribal Historic Preservation Office (THPO) in the GPA 24-01 project. The project area is not located within the boundaries of the ACBCI Reservation. However, it is within the Tribe's Traditional Use Area. For this reason, the ACBCI THPO requests the following:

> *At this time the concerns of the ACBCI THPO have been addressed and proper mitigation measures have been proposed to ensure the protection of tribal cultural resouces. This letter shall conclude our consultation efforts under SB 18.

Again, the Agua Caliente appreciates your interest in our cultural heritage. If you have questions or require additional information, please call me at (760) 883-1137. You may also email me at ACBCI-THPO@aguacaliente.net.

Cordially,

Luz Salazar
Cultural Resources Analyst
Tribal Historic Preservation Office
AGUA CALIENTE BAND
OF CAHUILLA INDIANS

Staff Report

City Council

Item No. 5.A

Meeting Date:	August 14, 2024
From:	Anne V. Ambrose, Assistant City Manager
Title:	Approve Cost Sharing Agreement with Palm Springs Motors in Cathedral City for Digital Reader Board Replacement

RECOMMENDATION:

To approve a cost sharing agreement with Palm Springs Motors in Cathedral City to contribute 50%, or an amount not to exceed $135,680.50 of the acquisition and installation costs, in order to replace one digital reader board; approve a budget amendment to the Economic Development Community Assistance Budget in the amount of $135,680.50 for the expenditure; and authorize the City Manager to execute the agreement.

BACKGROUND:

The former Economic Development Director received a request from Paul Thiel, owner of Palm Springs Motors, (located in Cathedral City) to discuss a cost sharing agreement for a new flagship digital reader board utilized to advertise their three brands (Ford, Mazda and Lincoln). Palm Springs Motors has been a long-time auto dealership in Cathedral City and Paul Thiel has been an important civic leader.

On June 28, 2023, the City Council approved a similar agreement with the Cathedral City Auto Center for replacement of their digital reader boards. Records show the City and/or Redevelopment Agency previously participated with the Auto Center dealers in providing funding for their digital reader boards in 2005 and 2011 but staff are unaware of any prior marketing/advertising contributions requested by Palm Springs Motors.

DISCUSSION:

Palm Springs Motors, located at the eastern entrance to Cathedral City on CA-111 is the first business encountered when entering the City. Their main sales and marketing exposure occurs along CA-111, including their flagship digital reader board.

The existing digital reader board has reached the end of its useful life. The manufacturer is no longer supporting warranties nor providing replacement parts. The current board's LED's do not operate with the same brightness and visibility as more modern boards. Installing a new electronic reader board will increase readership up to 98%. The new board will carry a 10-year warranty. As readership improves, the auto dealer believe sales will

increase 10% to 12%.

Palm Springs Motors has engaged Southern California's largest digital reader board maintenance and installation company, Electra-Media, Inc (EMI). EMI is proposing to install one Daktronics reader board in place of the current board. EMI's recommended Daktronics board is the same long-life high-resolution boards currently being used at the City of Ontario, Riverside, Industry, Buena Park, and Montclair Auto Centers. The purchase and installation of the board will cost $271,361.00. The installation cost has been calculated to include prevailing wages. The purchase and installation of the Daktronics board is estimated to occur within 120 days following receipt of the down payment and City permit approvals.

Palm Springs Motors is requesting the City contribute 50% (or $135,680.50) of the total cost to acquire and install the Daktronics board. The contribution would occur in two payments of $67,840.25 triggered upon the shipment of the reader boards and upon turn-on of the reader boards. In consideration of the City's 50% contribution, Palm Springs Motors will provide the City 15% total messaging time on the boards for City-related announcements. This offer for 15% advertising time would run for the 10-year useful life of the new boards. According to the Auto Center's advertising company, a similarly located Lamar billboard would cost $4,000/month (or $48,000/year) for comparable advertising space.

Beyond Palm Springs Motors covering the initial 50% ($135,680.50) of the acquisition and installation cost and offering the City 15% of programing time, dealership will cover all monthly maintenance and programming costs over the 10-year life. The total annual maintenance and programming of $18,600 or $186,000 for 10 years. The total Palm Springs Motors investment in the acquisition, installation, maintenance, and operation of the five new boards is estimated to be $321,680.50 ($135,680.50 + 186,000), which is exclusive of ongoing electrical and insurance costs and related permit fees for the installation.

FISCAL IMPACT:

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	Economic Development Community Assistance	100-100-130-135-8650-8658	N/A	$135,680.50	One Time
2024-2025	**Total**			**$135,680.50**	

FIVE-YEAR STRATEGIC PLAN:

GOAL C: FISCAL STABILITY AND SUSTAINABILITY

Objective: Cathedral City has economically prospered by facilitating the investment of private dollars in high quality development which benefits the community. We remain financially solvent by instituting prudent fiscal policies and transparent financial practices.

ATTACHMENTS:

1. Palm Springs Motors Digital Sign Licensing Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is dated as of the 1st day of July, 2023 ("Effective Date") by and between the CITY OF CATHEDRAL CITY, a California municipal corporation ("City") and the PALM SPRINGS MOTORS DEALERSHIP, a California corporation ("Dealership") (each individually a "Party", and collectively the "Parties"), and is made with reference to the following facts:

RECITALS

A. Dealership owns and operates one electronic LED sign ("LED Sign") on certain real property located in the City of Cathedral City, California at: East Palm Canyon (double-sided main flagship LED Sign ("Property), which is further described in Exhibit "A" attached to this Agreement and incorporated herein by this reference.

B. Dealership desires, and City agrees, for Dealership to refurbish the LED Signs on the Property, which refurbishing will include installation of new LED sign panels and other related work, as further described in Exhibit "B" attached to this Agreement and incorporated herein by this reference.

C. Dealership anticipates the total costs to refurbish the LED Signs is approximately TWO HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS ($271,361.00).

D. Dealership and City each desire to pay a portion of the cost to refurbish the LED Signs, upon completion and in consideration for City's payment of an amount equal to fifty percent (50%) of the actual total cost not to exceed ONE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND TWENTY-FIVE CENTS ($135,680.50) for City to obtain the prepaid right to display certain messages as provided for hereunder on the LED Signs.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, CITY AND DEALERSHIP AGREE, AS FOLLOWS:

1. Recitals. The Recitals above are true and correct and are hereby incorporated as part of this Agreement.

2. License. For a period of ten (10) years from the filing of a Notice of Completion for the refurbishment of the LED Signs (the "Term"), Dealership hereby licenses to the City fifteen percent (15%) of the LED Signs' operating time each hour ("City Operating Time") for purposes of displaying the City's Permitted Messages (as defined in Section 4 below) prepared by City, which message content shall not be subject to edit or modification by Dealership ("License"). Upon the expiration of the Term, unless extended by mutual written agreement of the Parties, this Agreement shall automatically terminate and no additional instrument, consent or action by either Party shall be required to terminate this Agreement. Upon the termination of this Agreement, the

City shall execute any document and take any action as may be reasonably necessary to evidence such termination.

3. Consideration. In consideration for the License, and subject to the City's confirmation that the LED Signs are in conformance with (i) the sign panel as described in the attached proposal, and (ii) all Regulations, as defined in Section 12 below, City shall pay directly to Electra Media, Inc., dba EMI, 4737 West 156th Street, Lawndale, CA 90260, Attn: Rodney Wilson, CEO ("Vendor"), the vendor from whom the Dealership is purchasing the LED Signs, the lesser amount of fifty-percent (50%) of the Actual Costs to refurbish the LED Signs or ONE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND TWENTY-FIVE CENTS ($135,680.50) ("City Payment"), which shall be paid in two installments as follows:

a. A progress payment in the amount of SIXTY-SEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS AND TWENTY-FIVE CENTS ($67,840.25) within thirty (30) days of receipt of written confirmation from Vendor of shipment of the LED screens for the LED Signs; and

b. A balance payment in the amount of SIXTY-SEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS AND TWENTY-FIVE CENTS ($67,840.25)within thirty (30) days of filing of a Notice of Completion for the project.

"Actual Costs" shall mean the direct cost to refurbish the LED Signs, including, without limitation, any payments to a third-party licensed contractor to refurbish the LED Signs, but excluding Dealership overhead and/or profit.

4. City Use of LED Signs. The LED Signs shall be operative every calendar day of each year during the Term and in accordance with any applicable City sign regulations, except when inoperative due to mechanical or electrical failure and/or required maintenance. The City shall be responsible for providing notice of the City's desired message content and the duration of message display for the LED Signs to Dealership or its designee at least seven (7) business days in advance of the date and time for publication ("Notice of Content"), except in the case of an emergency; provided, however, that the City's message content shall only pertain to (i) City sponsored events, (ii) events held at City facilities, (iii) City recreation programs, or (iv) public service announcements as determined at the City's sole and absolute discretion; and provided further that no City message content shall relate to any auto sales, auto services or auto products (the message content permitted hereunder is referred to herein as "Permitted Messages"). If the Notice of Content is timely provided by City, Dealership shall endeavor to provide timely publication of the Permitted Messages at the City designated date, time and period of publication ("Publication Time"), subject to (i) Dealership's consent to the Publication Time, which shall not be unreasonably withheld, delayed, or denied, in light of the City's targeted audience and purposes for publication, and (ii) Dealership's determination that the message content contained in the Notice of Content are Permitted Messages. In the event that Dealership does not consent to the City's proposed Publication Time or the message content, Dealership shall provide written notice to the City, stating with specificity the reason(s) for withholding consent ("Notice of Refusal"), within three (3) business days of receiving the City's Notice of Content.

5. Dealership Use of LED Signs. Dealership shall limit content displayed on the LED Signs to on premise advertising of Dealership auto sales, promotions, products and services, and related business activity associated with each Property the LED Signs are located.

6. Maintenance and Repair. Dealership shall maintain the LED Signs in good and operable condition during the Term and any authorized extension thereto. City shall have no obligation to maintain and/or repair, or cause the maintenance and/or repair of, the LED Signs. Any period during which the LED Signs are inoperative, including any inoperative periods during maintenance and/or repair, shall not be considered as City Operating Time.

7. Installation, Construction and Removal. City shall bear no responsibility for installation, construction, and/or removal of the LED Signs. Dealership shall be responsible for obtaining and/or complying with all regulations, approvals and/or permits required by any government agency having jurisdiction therefore ("Required Approvals"), including any permits and/or regulations required by the Outdoor Advertising Act (California Business and Professions Code sections 5200-5231). Dealership understands and agrees that the City's approval of this Agreement shall not constitute a Required Approval and Dealership's failure to obtain all Required Approvals shall constitute a default hereunder.

8. Costs and Expenses. Dealership shall be responsible for installing and/or providing all utility services for operation of the LED Signs in accordance with this Agreement. Except for the City Payment, City shall not be responsible for any costs or expenses associated with the LED Signs or the surrounding property including, without limitation, installing and/or providing utility services for operation of the LED Signs and any and all real or personal property taxes and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed on or against the Properties or the LED Signs.

9. Assignment.

9.1 Assignment By Dealership. Dealership shall not assign any rights under this Agreement to any individual, partnership, limited partnership, trust, estate, Dealership, corporation, limited liability company, or other entity, domestic or foreign (collectively, "Person") without the prior written consent of the City or authorized designee. In the event that Dealership is permitted to assign this Agreement (or any portion hereof), the City may require the assignee to enter into an assignment and assumption agreement.

9.2 Assignment by City. City shall not assign, license, lease, sell, or otherwise transfer any rights under this Agreement to any Person. Without limiting the generality of the forgoing, this section 9.2 shall be deemed to prohibit City from, in any manner, (i) assigning, licensing, leasing, selling or otherwise transferring the City Operating Time, and any portion thereof, to any Person; and (ii) including in any Notice of Content any message content prepared or requested by any Person other than the Parties to this Agreement or for which the City will receive any consideration of any kind whatsoever from any Person other than the Parties to this Agreement.

10. Indemnification.

10.1 Dealership shall defend, indemnify and hold harmless (collectively, "Indemnify") the City and its officers, employees, contractors, representatives, and agents (collectively, "City Indemnitees") from and against all claims, liability, loss, damage, costs or expenses (including attorney's fees and court costs) (collectively, "Claims") arising from the acts or omissions of Dealership, its officers, employees, contractors, representatives, and agents (collectively, "Dealership Indemnitors") in connection with the Dealership's use, repair, maintenance, and refurbishing of the LED Signs; provided, however, that Dealership shall have no duty to Indemnify the City Indemnitees against any Claims arising from any act or omission of the City Indemnities.

10.2 Dealership's insurance or indemnification obligations under this Agreement are independent of each other and shall not in any way satisfy restrict, limit or modify the other obligation.

10.3 The obligation of Dealership to Indemnify the City pursuant to this Agreement shall survive the termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to such obligation to Indemnify the City pursuant to this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

11. Insurance. During the Term, and without diminishing its responsibilities to Indemnify the City Indemnitees, Dealership shall obtain and maintain the following insurance coverage:

11.1 Liability Insurance. Commercial general liability insurance insuring against claims for bodily injury, personal injury, death or property damage occurring upon, on or about the LED Signs at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars ($2,000,000) for any one occurrence and Four Million Dollars ($4,000,000) aggregate.

11.2 Property Insurance. Insurance providing coverage for the LED Signs insuring against loss, damage, or destruction by fire or other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in Riverside County, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of the LED Signs (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in Riverside County at the time, such insurance shall include an "increased cost of construction" endorsement and an endorsement covering demolition and cost of debris removal.

11.3 Dealership may provide any insurance required hereunder through a "blanket" or "umbrella" insurance policy. All insurance obtained and maintained by Dealership in satisfaction of the requirements of this Agreement shall be fully paid for and non-assessable. The Property Insurance policy shall name City as a "loss payee." The Liability Insurance policy shall name the City Indemnities as "additional insured." The coverage afforded to the City Indemnities shall be at least as broad as that afforded to Dealership and may not contain any terms, conditions, exclusions, or limitations applicable to the City Indemnities that do not apply to Dealership. Any insurance or self-insurance maintained by the City Indemnities shall be excess of all insurance required to be maintained by Dealership under this Agreement and shall not contribute with any

insurance required to be maintained by Dealership under this Agreement. Dealership shall furnish, or cause to be furnished, to the City evidence of the insurance required to be maintained by Dealership under this Agreement.

12. Compliance with Law. Dealership shall erect, re-erect, construct, enlarge, alter, repair, move, improve, convert, equip, use, operate, and/or maintain the LED Signs in compliance with all applicable laws, rules and regulations, including, but not limited to, all applicable federal and state labor laws (collectively, "Regulations"). Dealership hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Dealership or its contractor for the LED Signs, in writing or otherwise, in a call for bids or otherwise, that the work to be covered by the bid or contract for installation of the LED Signs is not a "public work," as defined in Section 1720 of the Labor Code. Dealership hereby agrees that Dealership shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Dealership hereby agrees that Dealership shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by Labor Code Section 1781 as the same may be enacted, adopted or amended from time to time, or any other provision of law. Dealership shall defend, hold harmless and indemnify the City and its respective officials, officers, employees, contractors and agents, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the refurbishing of the LED Signs, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Dealership of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Dealership to provide any required disclosure representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (4) failure by Dealership to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. It is agreed by the Parties that, in connection with the refurbishing of the LED Signs, including, without limitation, any public work (as defined by applicable law), Dealership shall bear all risk of payment or non-payment of state prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time.

13. No Encumbrances. Dealership shall pay any mechanics', materialmen's, contractors' or subcontractors' liens or any claim for damage arising from Dealership's use of the LED Signs.

14. Notices. Any notice to be given or other document to be delivered by either Party to the other may be delivered in person or may be deposited in the United States mail, with first class postage prepaid, and addressed as follows:

Dealership:	Palm Springs Motors' Dealership 69200 CA-111 Cathedral City, CA 92234 Attn: Paul Thiel
With a Copy to:	
City:	City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attn: City Manager
With a Copy to:	Burke, Williams & Sorensen LLP 1770 Iowa Avenue, Suite 240 Riverside, CA 92507-2479 Attn: Eric S. Vail, City Attorney

15. City Default. Failure or delay by City to perform or comply with any term or provision of this Agreement constitutes a default under this Agreement. In the event of any failure or delay by City to make payment when due, Dealership may immediately seek any available remedy. With respect to any other default, the following shall apply: Dealership shall give written notice of default to the City in the event of such default by City, specifying the default complained of by Dealership; If the default is reasonably capable of being cured within thirty (30) days after such notice is received or deemed received, City shall have such period to effect a cure prior to exercise of remedies by Dealership; If the default is such that it is not reasonably capable of being cured within thirty (30) days, and City (a) initiates corrective action within said 30-day period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then City shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Dealership; provided, however, in no event shall Dealership be precluded from exercising remedies if the event of default is not cured within ninety (90) days or Dealership's rights under this Agreement or otherwise become or are about to become materially jeopardized by any failure to cure a default. In the event that City fails to cure a default (other than any failure or delay by City to make payment when due) in accordance with the provisions of this Section 15, Dealership may exercise any or all of the following remedies: (i) institute a legal action to seek specific performance of City's obligations under this Agreement; or (ii) terminate this Agreement.

16. Dealership Default. Failure or delay by Dealership to perform or comply with any term or provision of this Agreement constitutes a default under this Agreement. City shall give written notice of default to Dealership, specifying the default complained of by City. If the default is reasonably capable of being cured within thirty (30) days after such notice is received or deemed received, Dealership shall have such period to effect a cure prior to exercise of remedies by the City. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Dealership (a) initiates corrective action within said 30-day period, and (b) diligently,

continually, and in good faith works to effect a cure as soon as possible, then Dealership shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by City; provided, however, in no event shall City be precluded from exercising remedies if the event of default is not cured within ninety (90) days or City's rights under this Agreement or otherwise become or are about to become materially jeopardized by any failure to cure a default. In the event that Dealership fails to cure a default in accordance with the provisions of this Section 16, City may exercise any or all of the following remedies: (i) institute a legal action to seek specific performance of Dealership's obligations under this Agreement; or (ii) terminate this Agreement. Such remedies shall be in addition to all other applicable legal and equitable remedies available to the City, including unearned, prepaid License payments.

17. Waiver of Certain Damages. The parties hereto hereby agree to waive the right to lost profits, speculative, consequential, special and punitive damages.

18. Dealership's Duty of Restoration. Dealership shall be responsible for the restoration of the LED Signs in accordance with the damage and destruction clauses in this Section 18.

18.1 In case of any damage to or destruction of the LED Signs, or any part thereof, Dealership shall commence the restoration, replacement or rebuilding of the LED Signs with such alterations and additions as may be approved by the City Manager (such restoration, replacement, rebuilding alterations and additions, together with any temporary repairs and property protection pending completion of the work being herein called "Restoration") within thirty (30) days of such damage or destruction or such longer time as may be reasonably approved, in writing, by the City Manager, plus any additional period reasonably determined by the City Manager to be required to obtain any Net Insurance Proceeds, as hereinafter defined, to be used to pay all or a portion of the cost of such Restoration, and shall complete such Restoration within a reasonable period of time thereafter. As used herein, the term "Net Insurance Proceeds" means the gross insurance proceeds paid by an insurer to Dealership for loss or damage to the LED Signs, less any and all costs and expenses (including, but not limited to reasonable attorney's fees) incurred to recover said proceeds. Dealership agrees to promptly commence and prosecute to completion the settlement of insurance proceeds with respect to any event of damage or destruction of the LED Signs.

18.2 Dealership agrees that notwithstanding any other provision of this Agreement, upon any event of damage to or destruction of the LED Signs, Dealership shall, at its sole cost and expense, immediately take or cause to be taken such actions and to complete such work as is necessary to reasonably minimize further damage to the LED Signs pending the ultimate disposition of the LED Signs.

18.3 Insurance proceeds which are received on account of any damage to or destruction of the LED Signs, or any portion thereof (less the costs, fees and expenses incurred in the collection thereof, including without limitation attorney's fees and expenses) shall be applied as follows:

1. Within a reasonable time and in any event within 180 days after the damage to or destruction of the LED Signs, Dealership shall furnish, or cause to be furnished to City evidence reasonably satisfactory to City (a) of the total cost of Restoration of

the damaged or destroyed LED Signs and (b) that the total amount of money available will, when added to the Net Insurance Proceeds received and available to pay for the Restoration, be sufficient to pay the cost of such Restoration.

2. Net Insurance Proceeds received on account of any damage to or destruction of the LED Signs, or any part thereof, shall be paid to Dealership or as Dealership may direct from time to time, as Restoration progresses, solely to pay or reimburse Dealership for the cost of Restoration.

19. City Contract. Administration. The City Manager shall administer this Agreement on behalf of City, subject to the final approval by the City Council. Except as otherwise expressly provided in this Agreement, the City Council has the sole authority to approve or consent to those matters in this Agreement requiring City's approval or consent and to make all other decisions on behalf of City.

20. Further Documents. The Parties hereby agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

21. Time of the Essence. Time is of the essence in this Agreement.

22. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties each acknowledge and agree that this Agreement is entered into and is to be fully performed in the City of Cathedral City, County of Riverside, State of California, and that all legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Riverside, California, or the United States District Court with jurisdiction in the County of Riverside, California.

23. No Limitation on City Authority. Nothing in this Agreement shall be deemed to limit, modify or abridge the governmental police power or other legal authority (whether direct or delegated) of City regarding the Properties, the LED Signs, or the Dealership.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

25. Third Party Beneficiaries. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of City and Dealership, and not for the benefit, directly or indirectly, of any other person or entity.

26. Severance. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed and deleted from this Agreement as a whole and neither such provision, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts and when so executed, each such counterpart will constitute an original document and such counterparts will constitute one and the same agreement.

28. Electronic Signature. The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Dealership acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Dealership agrees to comply with the Electronic Signature Use Policy. Dealership agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Dealership have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF CATHEDRAL CITY,
A California municipal corporation

By: _____
Charlie McClendon, City Manager

Attest:

By: _____
Tracey R. Hermosillo, City Clerk

Approved as to form:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

DEALERSHIP:

PALM SPRINGS MOTORS, a California corporation

By: Paul J Thiel

Name: Paul j Thiel

Title: President

By: Scott J Simmers

Name: Scott J Simmers

Title: V.P

EXHIBIT "A"
TO
LICENSE AGREEMENT
(Cathedral City Auto Center)

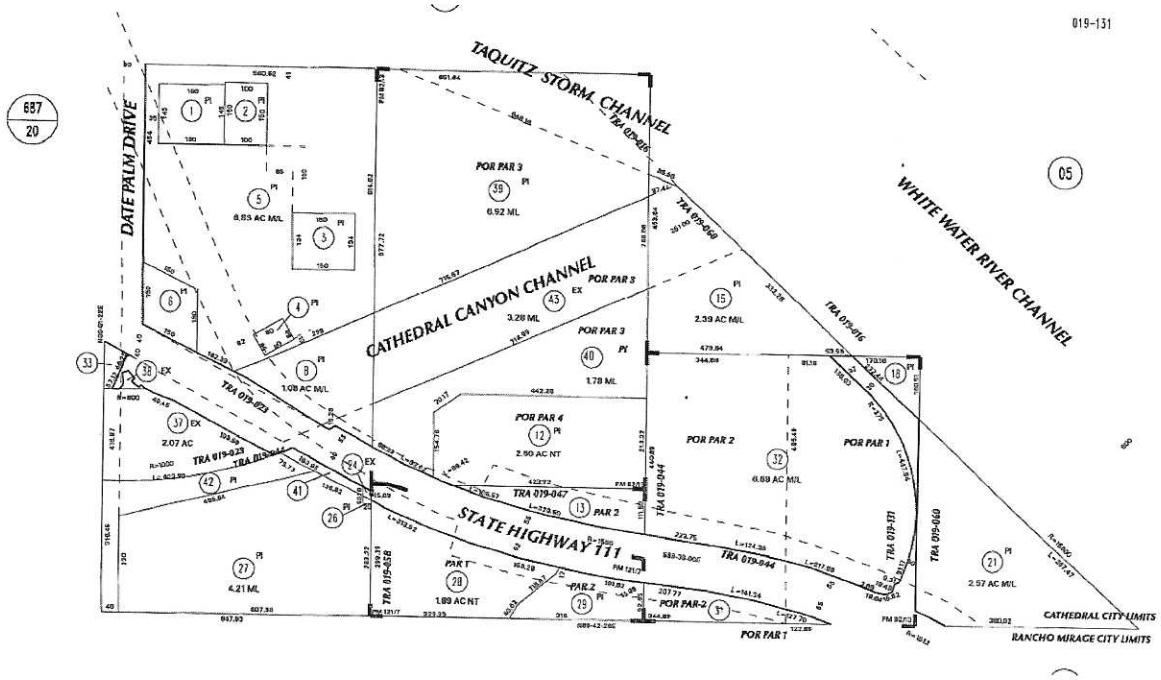
Property Description

[Attached behind this cover page]

EXHIBIT "A"
TO
LICENSE AGREEMENT
(Cathedral City Auto Center)

Property Description

[Attached behind this cover page]



Legal Description	6.69 ACRES M/L IN POR PARS 1 & 2 PM 082/013 PM 15275

EXHIBIT "B"
TO
LICENSE AGREEMENT
(Cathedral City Auto Center)

Digital Signs Vendor Sale Agreement

[Attached behind this cover page]

SALE AGREEMENT

THIS SALE AGREEMENT (the "Agreement") dated this 11th day of July 2024 by and between Electra-Media, Inc. of 4737 W. 156th Street Lawndale, CA 90260 (the "Seller") Palm Springs Motors 69200 CA- 111, Cathedral City, CA 92234 (the "Buyer"). IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sale Agreement the parties to this Agreement agree as follows:

1. Sale of Goods: The Seller will sell and deliver to the Buyer the following goods, and perform the below services (the "Goods"):
   a. **Digital Sign Upgrade** as depicted in Exhibit A and attached and incorporated hereto. Includes entitlement and permit facilitation (see permits below) and project management services. Includes ten (10) year Daktronics factory warranty on parts for **10mm, 11,000 Nit, LED displays.**

2. Purchase Price: The Buyer will accept the Goods and pay for the Goods with the sum of **$271,361.00** (the "Purchase Price"), paid as follows:

   a. A Down Payment of $135,680.50 paid by Customer
   a. A Progress Payment of $67,840.25 paid by City of Cathedral City upon shipment of LED Displays
   b. A Balance Payment of $67,840.25 paid by City of Cathedral City upon turn on of LED Displays
   (Note: Price based on prevailing wages for on-site labor)

3. Delivery & Completion: Estimated at 90 to 120 days from date of down payment and permit approval.

4. Maintenance Contract: **$1,025.00 per month**. Includes all labor and crane labor for monthly service to change out LED modules, power supplies, interface cards, line drivers, DVI cards, transformers, fuses, rectifier boards, modem, controller, software, etc., along with preventative maintenance calls once per month over and above emergency calls.

5. Programming Service Agreement: **$525.00 per month.** which includes daily updates, unlimited changes, graphic design of frames with proofs, Internet downloads, e-mail confirmations, holiday graphics, and weekly frame reviews. All monitoring, scheduling, and programming of city PSA messages.

6. City Funding / Permit Fee. Customer to pay $10,000 in advance for building permit fees and to start City Funding request, fee of to be paid to EMI upon signing. Actual cost of City application fees, planning and are to be billed separately if they exceed $10,000. Any remaining money not spent to be refunded.

7. Exclusions: Does not include any electrical service. Buyer to supply sufficient electrical to site if existing power is not sufficient. Seller shall connect new electronic components to provided electrical. Seller to provide all power requirements to Buyer.

8. Terms & Conditions: Terms and conditions for this Agreement can be found at https://www.emisigns.com/terms-conditions and are incorporated herein.

9. Contingency: Agreement contingent upon EMI obtaining City Funding for a minimum of 50% of total cost with Palm Springs Motors approving final terms and conditions of funding agreement.

IN WITNESS WHEREOF the parties have executed this Sales Agreement on this 11th day of July 2024.

BY: Palm Springs Motors (Buyer)

X Paul J Thiel
It's President
Date 07/12/2024

BY: Electra-Media, Inc. (Seller)

X
It's President/CEO
Date July 11, 2024

EXHIBIT A

PalmSpringsMotors

Thank you COACHELLA VALLEY

69 200 CA-111, Cathedral City, CA 92234

REMODEL ONE (1) EXISTING D/F ILLUMINATED PYLON SIGN



VICINITY MAP
Not to Scale

GENERAL NOTES:
All work shall comply with
2022 California Building Code
2022 California Electrical Code
2022 California Energy Code, Title 24
2022 California Existing Building Code
2022 California Fire Code
2022 California Green Building Standards Code
2022 California Mechanical Code
2022 California Referenced Standards Code

These signs are intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of signs.

California Region
YESCO
LOS ANGELES
10235 Bellegrave Avenue
Jurupa Valley, CA 91752
(858) 999-3726

EMI
ELECTRA-MEDIA, INC.
LAWNDALE - CALIFORNIA
(310) 725-0818

PROJECT NAME - LOCATION:
PALM SPRINGS MOTORS
69200 CA-111
Cathedral City, CA 92234

ART OPY-60305
LEVEL 2
ACCOUNT EXECUTIVE:
DAVE JONES
DESIGNER: K. ALCANTARA
DATE: 11/14/23

REVISION:
DATE:

Note: The colors depicted on this rendering may not match actual colors used on the finished sign. Please refer to the color drawing for the approved color specification. Note: Cost of providing electrical service is not incl. All related permits and certain actual costs are not included in this sign proposal.
Note: Sign is proposed as signs that are on building wall being same distance in an approximate representation.
Note: This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

SHEET
CV



OVERALL SITE PLAN

Not to Scale

California Region

YESCO

LOS ANGELES

10235 Bellegrave Avenue
Jurupa Valley, CA 91752
(866) 959-3726

EMI
ELECTRA-MEDIA, INC.
LAWNDALE - CALIFORNIA
(310) 725-0515

PROJECT NAME / LOCATION

PALM SPRINGS MOTORS
69200 CA-111
Cathedral City, CA 92234

ART QPY-60305

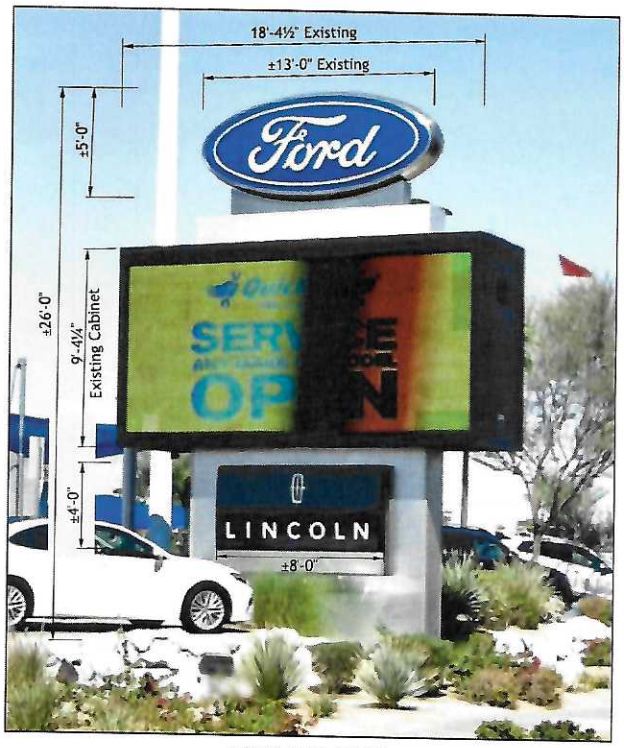
LEVEL 2

ACCOUNT EXECUTIVE
DAVE JONES

DESIGNER: K. ALCANTARA
DATE: 11-14-23

DESIGNER:
DATE:

SP



EXISTING SIGN



REMODELED SIGN

New Higher Resolution Digital LED Display
New Lighting for Brand Cabinets

California Region

YESCO

LOS ANGELES
10235 Ballegrave Avenue
Jurupa Valley, CA 91752
(858) 955-3723

EMI
ELECTRA-MEDIA, INC.
LAWNDALE, CALIFORNIA
(310) 725-9818

PROJECT NAME / LOCATION

PALM SPRINGS MOTORS
69200 CA-111
Cathedral City, CA 92234

ART OPY-60305

LEVEL 2

ACCOUNT EXECUTIVE
DAVE JONES

DESIGNER — DATE
K. ALCANTARA 11/14/23

CLIENT APPROVAL — DATE

DRAWING

DSN 1.0

Staff Report

City Council

Item No. 5.B

Meeting Date:	August 14, 2024
From:	Anne V. Ambrose, Assistant City Manager
Title:	To Approve the Public Arts Commission's Recommendation of Artists to Paint the Ocotillo Park Benches.

RECOMMENDATION:
To approve the Public Arts Commission's recommendation of artists to pain the Ocotillo Park Benches.

BACKGROUND:

The Public Arts Commission has been working on a public art project proposal to have the twenty-three concrete benches at Ocotillo Park painted by artists. Each artist would be compensated $500 if selected for their original artistic concept to be applied to one of the park's benches. Ocotillo Park is a vibrant park, centrally located in the city that provides a range of recreational activities including ball fields, a basketball court, skateboard park, tennis court, tot lot, splash pad, and shade structures and barbecue stands to encourage group gatherings. The Commission desires to enhance the park by adding a new artistic element throughout the park facility. It also furthers the Commission's goal of making art publicly accessible throughout the city, not only in the downtown area.

At the April 24, 2024 City Council meeting, staff presented the Public Arts Commission's recommendation to approve a $16,500 budget from the Art in Public Places Fund for the Ocotillo Bench Project, which included:

- $11,500 for artist stipends (23 @ $500 each)
- $4,150 for priming and top-coat of benches
- $500 for incidental expenditures related to the project.

The City Council approved the item and a call for artists went out soliciting artists to paint the benches

DISCUSSION:

As a result of the call for artists, fifty-two submittals were received representing artists from around the city and region. On June 25, 2024, the Public Arts Commission held a special meeting in which they reviewed all of the artist submittals and selected twenty-three artists

to paint the benches. Two alternates were also chosen in case any of the other artists dropped out. The Commissioners had a daunting task to narrow the field due to the high quality of the submissions received and were diligent in reviewing the art, considering its relevance to the park and the community, its composition, and the overall curation of how all of the painted benches will fit in the park.

The Public Arts Commission selected the following artists twenty-three artists (and two alternates) and are recommending them to the City Council for approval tonight. The bench number corresponds to the location of the bench in the park that they have been selected to paint. The recommended artists are:

- Tekeyah Whitworth, Bench 1
- Tyler Ontiveros, Bench 2
- Chris Ganillo, Bench 3
- Sydney Oliff, Bench 4
- Adriana Lopez-Ospina, Bench 5
- Jay Gaskill, Bench 6
- Barbara Eberhart, Bench 7
- Jesus Vega, Bench 8
- Raphaele Cohen-Bacry, Bench 9
- Emeline Tate, Bench 10
- Taunyo Jones Hidalgo, Bench 11
- Ravi Wilkie, Bench 12
- Mia Martinez, Bench 13
- Allie Hebb, Bench 14
- Jeremy Novy, Bench 15
- Diane Morgan, Bench 16
- John Burkland, Bench 17
- Kellie Pellegrini, Bench 18
- Kat Travino, Bench 19
- Kristina Nyberg, Bench 20
- Patrick Sheehan, Bench 21
- Sarah Soward, Bench 22
- Jacquelyn Isais, Bench 23
- Cathy Brown/Preston Sparks – Alternate 1
- Carlos Cardoza – Alternate 2

FISCAL IMPACT:

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	Ocotillo Bench Project	231-500-510-513-8800-8802	N/A	$16,500	ONE-TIME

FIVE-YEAR STRATEGIC PLAN:

Goal B – Community Investment

Objective: Cathedral City roads, gateways, public spaces and other infrastructure are well planned, designed, constructed and maintained.

B-6 Maximize the use of existing resources to include underutilized parks and the library to support goals with the budget we have.

ATTACHMENTS:

1. Ocotillo Park Map
2. Artist Proposals

CITY OF CATHEDRAL CITY

OCOTILLO PARK BENCH PAINTING
PUBLIC ARTS COMMISSION



Tekeyah Whitworth, Bench 1



Tyler Ontiveros, Bench 2



Chris Ganillo, Bench 3



Sydney Oliff, Bench 4



Adriana Lopez-Ospina, Bench 5





Jay Gaskill, Bench 6





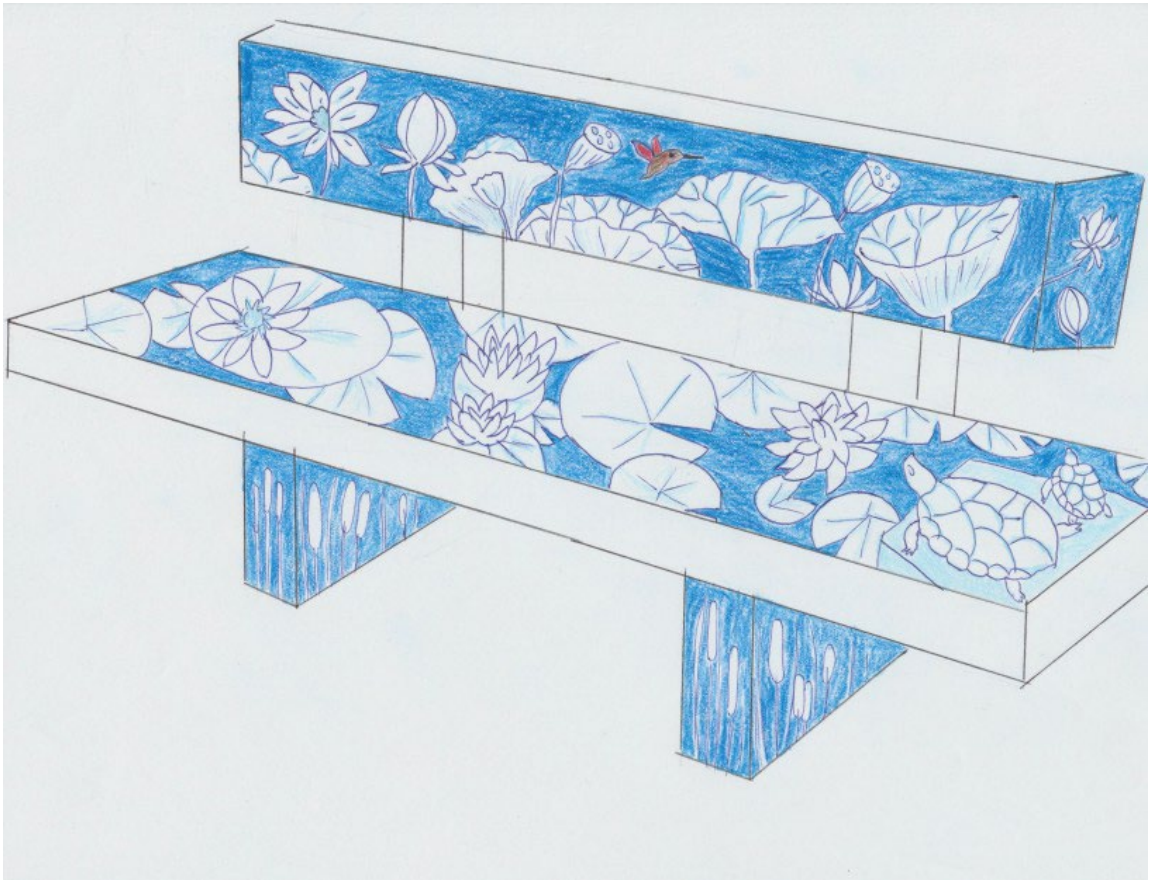
Barbara Eberhart, Bench 7



Jesus Vega, Bench 8



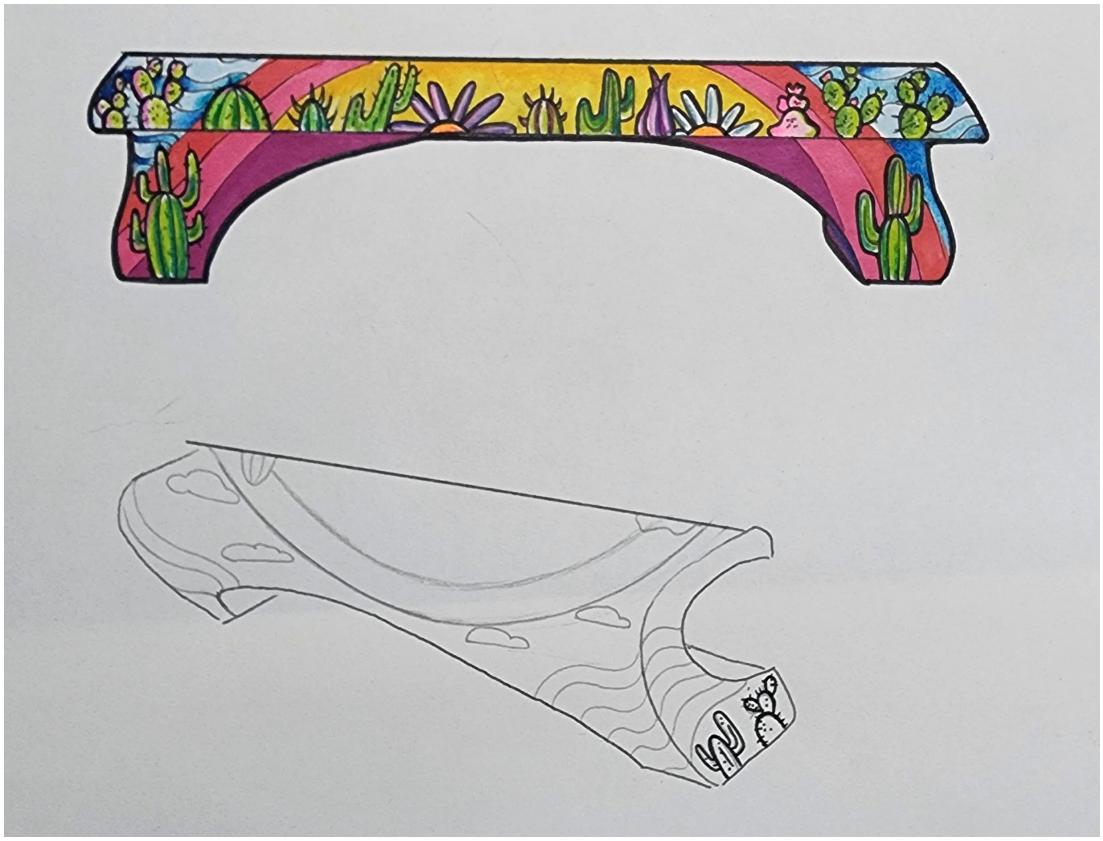
Raphaele Cohen-Bacry, Bench 9

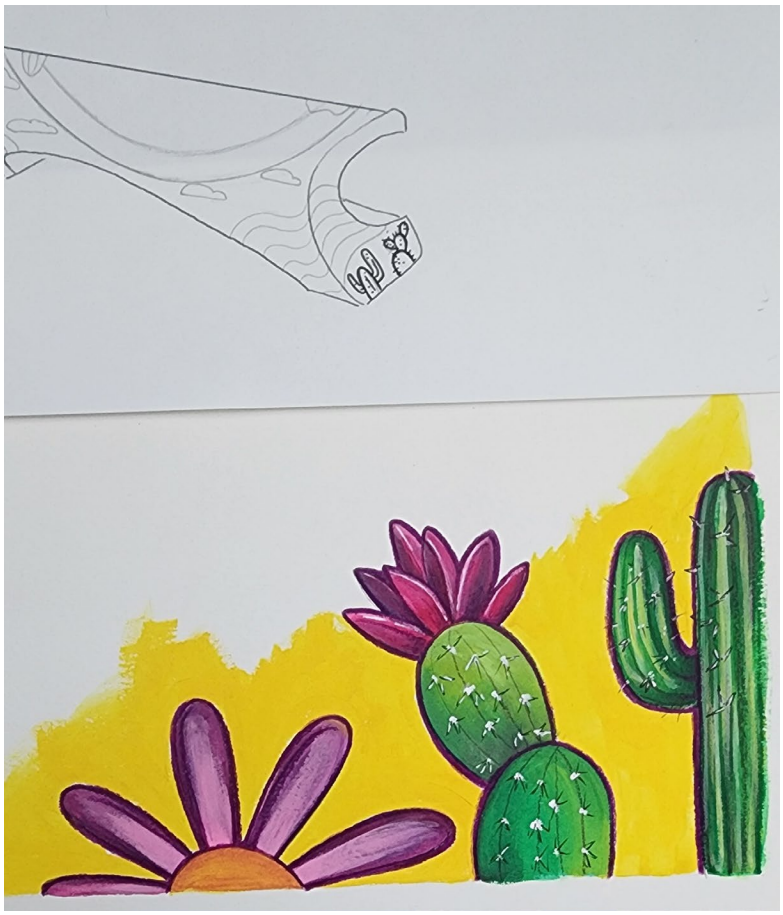


Emeline Tate, Bench 10



Taunyo Jones Hidalgo, Bench 11





Ravi Wilkie, Bench 12



Mia Martinez, Bench 13





Allie Hebb, Bench 14

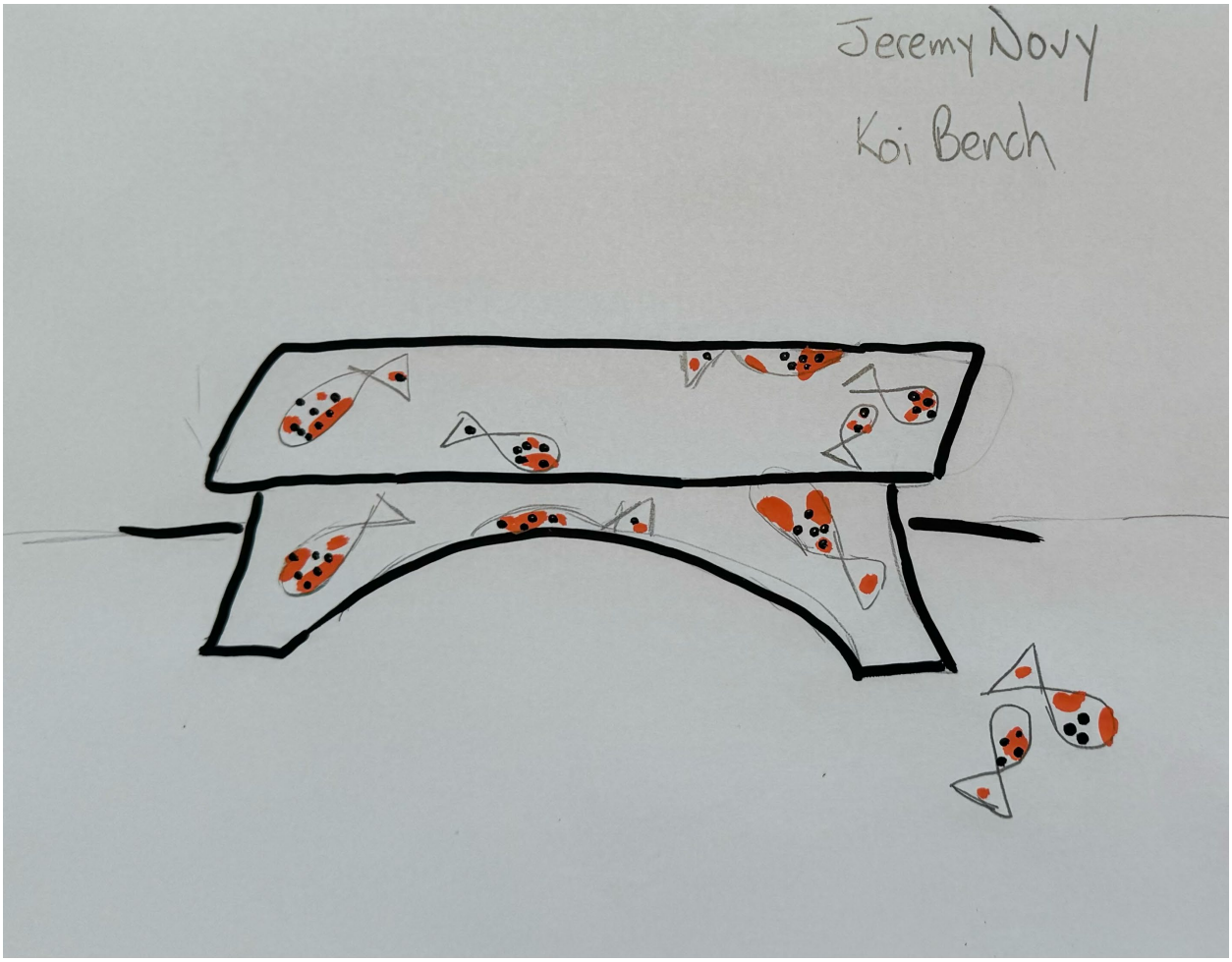








Jeremy Novy, Bench 15

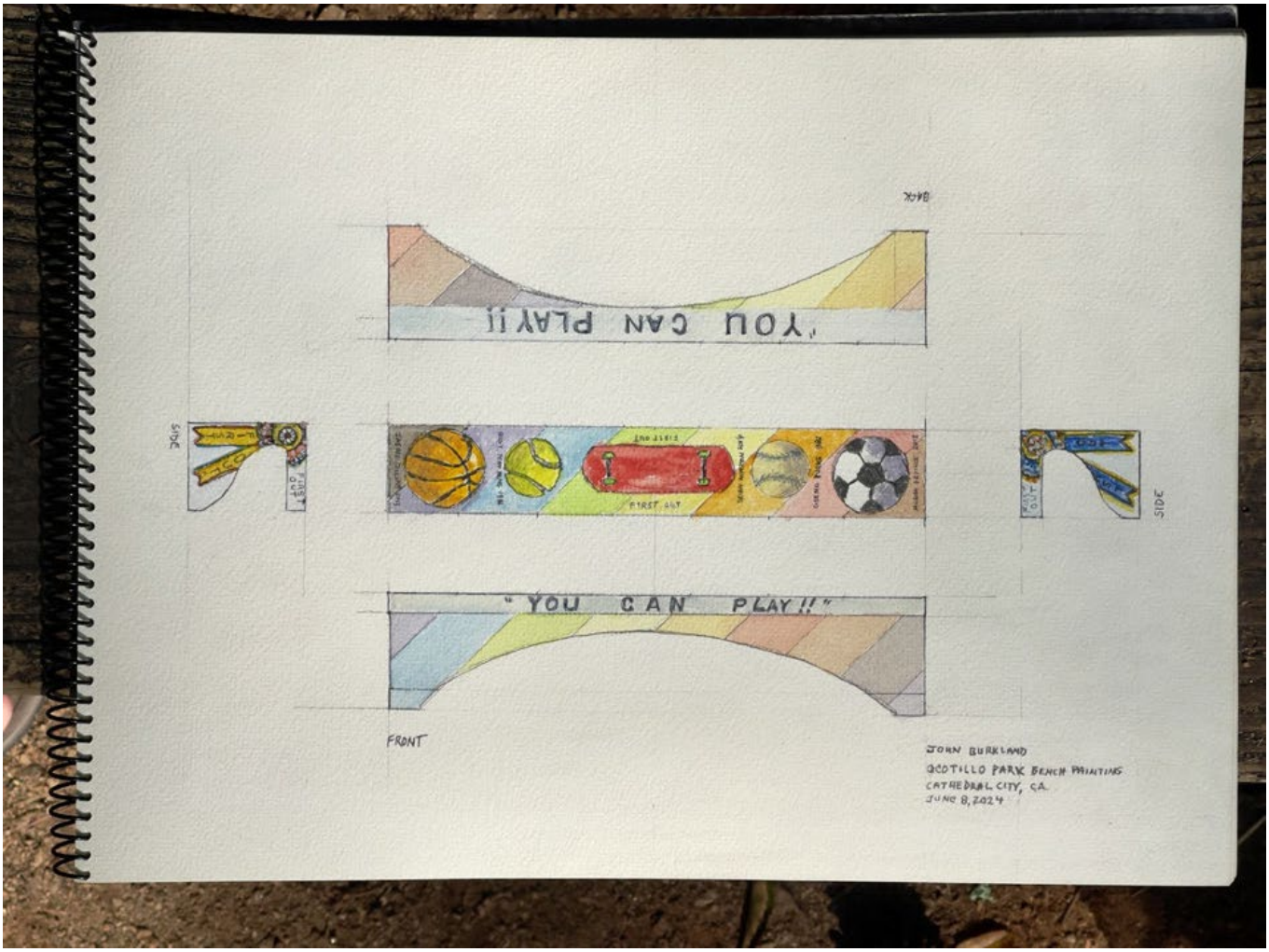




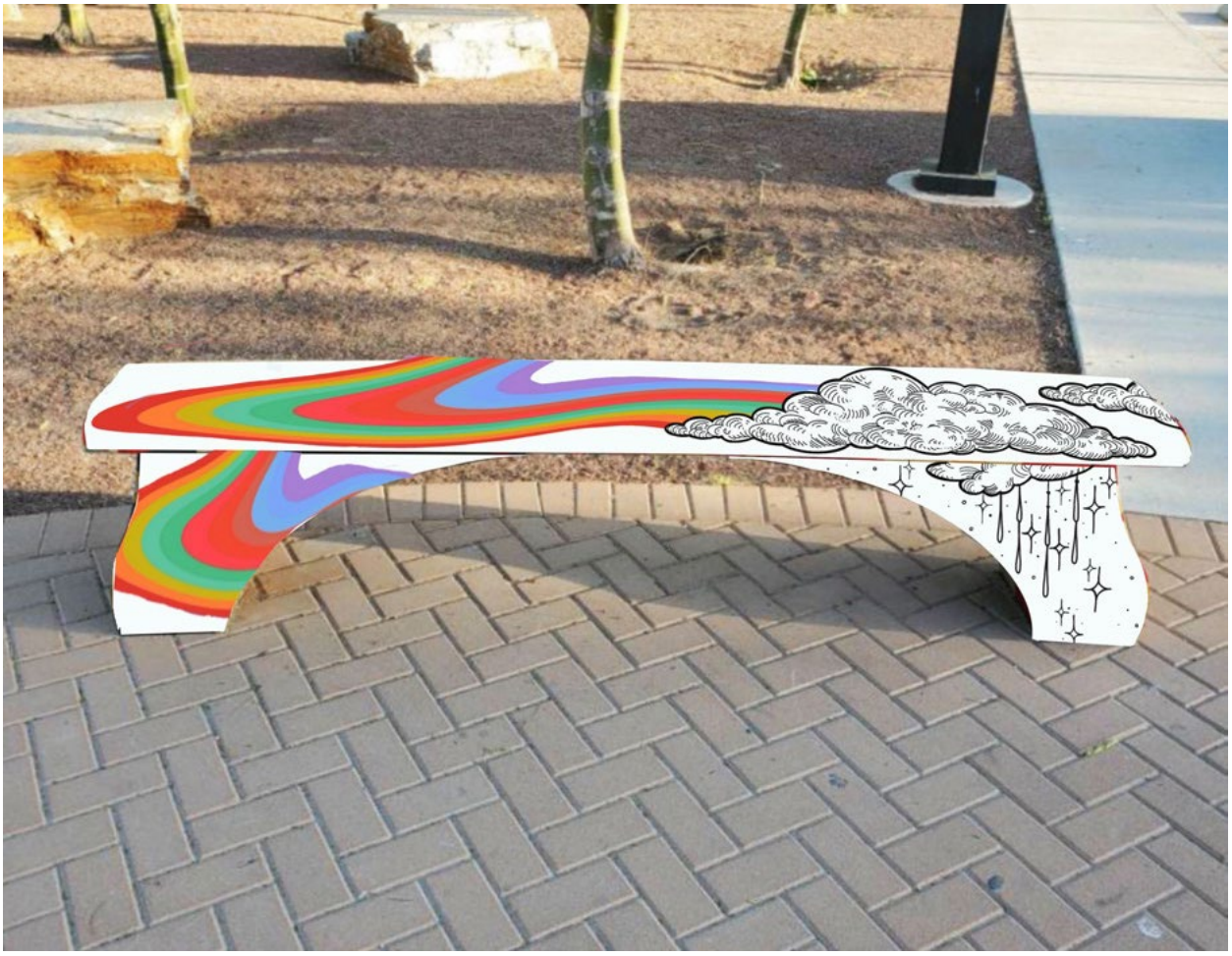
Diane Morgan, Bench 16



John Burkland, Bench 17



Kellie Pellegrini, Bench 18

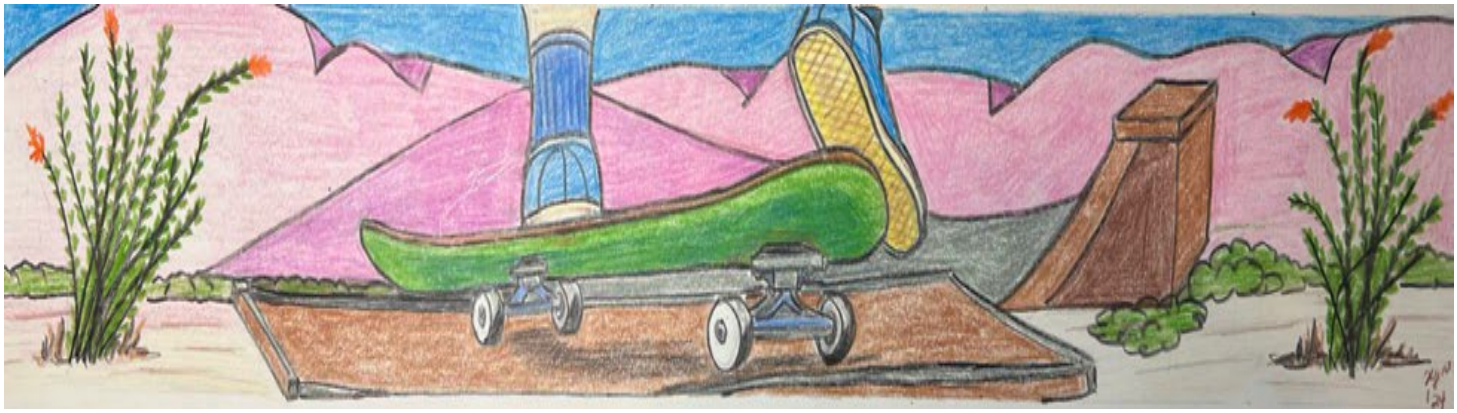


Kat Travino, Bench 19





Kristina Nyberg, Bench 20



Patrick Sheehan, Bench 21



Sarah Soward, Bench 22



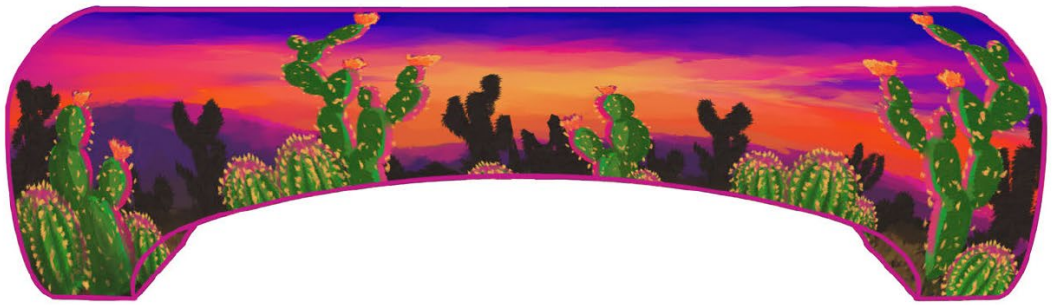
Top View

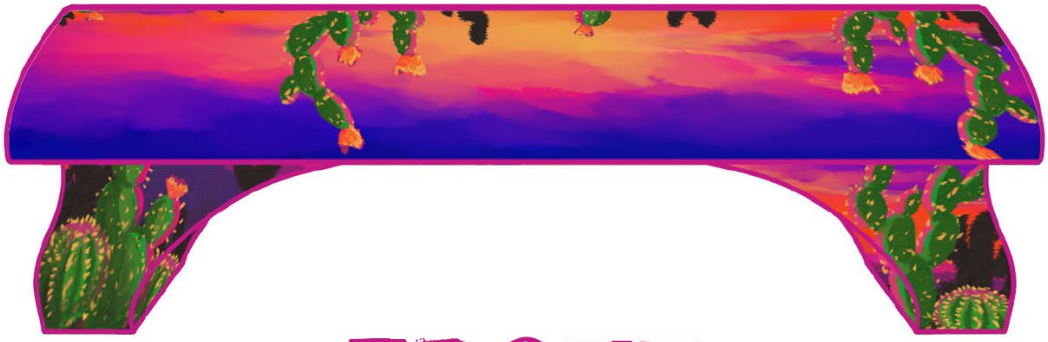


Side View

Jacquelyn Isais, Bench 23

BACK

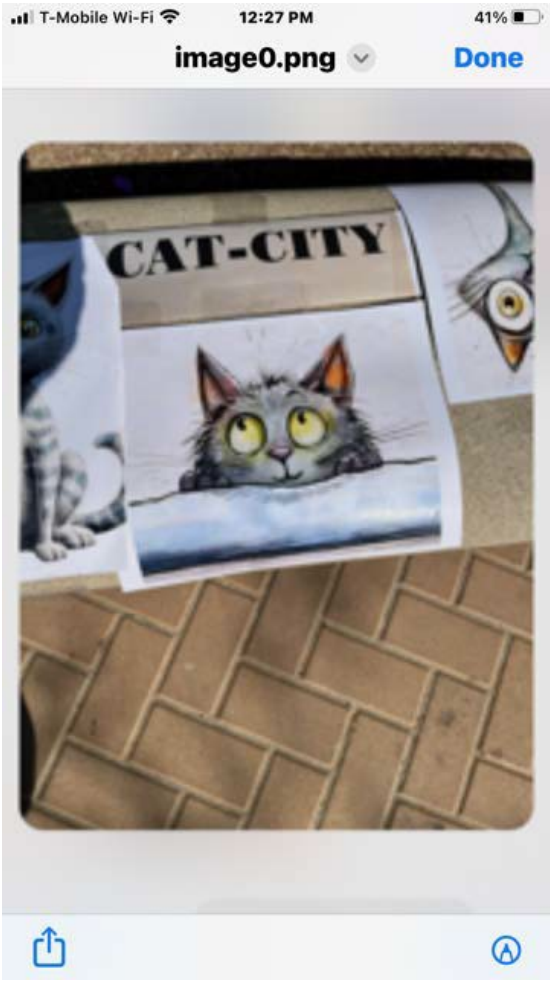


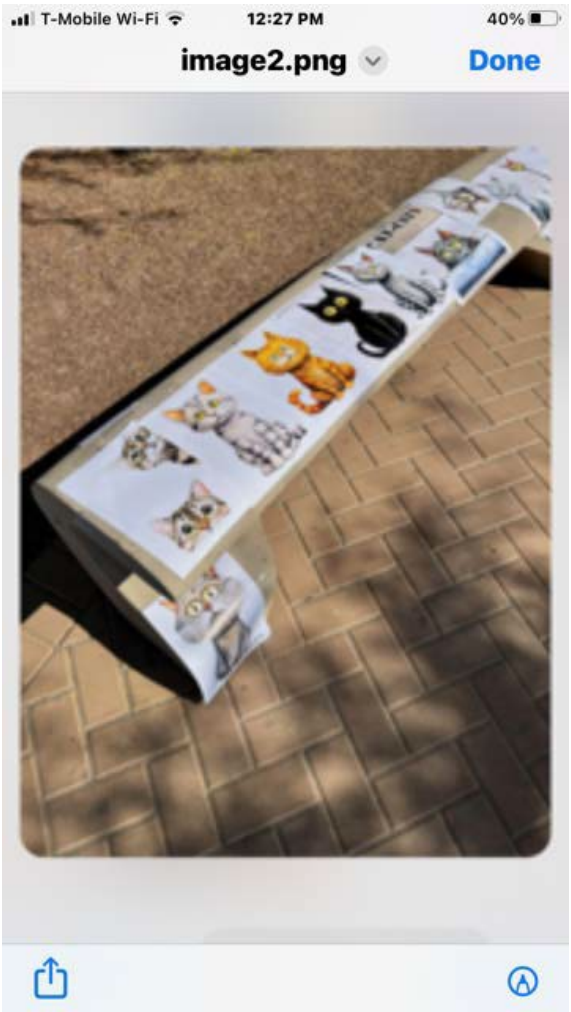


FRONT



Cathy Brown/Preston Sparks – Alternate 1

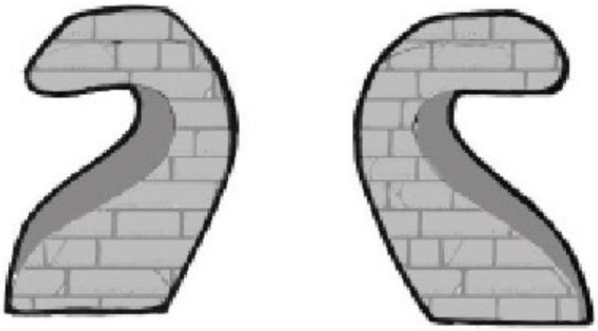


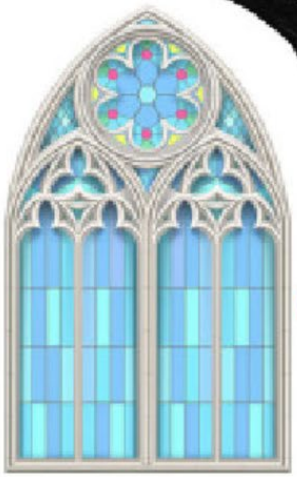


Carlos Cardoza – Alternate 2









Color scheme

Staff Report

City Council

Item No. 5.C

Meeting Date: August 14, 2024

From: Ryan Hunt, Communications & Events Manager

Title: Tastes & Sounds Fall Series, Movies in the Park & SnowFest Budget Adjustment

RECOMMENDATION:
To authorize the adoption of a fall Tastes & Sounds of Cathedral City and Movies in the Park series in the Community Amphitheater, and to transfer $25,000 from this year's SnowFest event budget to the Taste of Jalisco Festival, Jan. 31 - Feb. 2, 2025.

BACKGROUND:

After the success of the inaugural season of Tastes & Sounds of Cathedral City in the Community Amphitheater, Mayor Pro Tem Nancy Ross approached Communications & Events with an interest in a fall series and pledged $10,000 of her district funds to make it happen. In total, thousands came out to enjoy this eight-week series in Spring 2024 and staff is optimistic about the future of Tastes & Sounds, as we work to provide more weekly activities in the Cathedral City Community Amphitheater.

If approved, the fall series would take place over six weeks from Tuesday, Oct. 8 to Nov. 12, 2024. Council Member Rita Lamb expressed interest in a Movies in the Park series in the amphitheater, which Communications & Events proposes for the same six weeks (10/8 - 11/12) on Thursday evenings.

With the increase in scope and cost of the Taste of Jalisco Festival in recent years, Communications & Events also believes this event needs greater financial assistance to ensure its momentum and positive trajectory. Staff believes an eight-hour all day SnowFest event isn't necessary and can still be successful with a smaller budget and transitioning some of those funds to Taste of Jalisco.

DISCUSSION:

The total cost of a six-week abbreviated Tastes & Sounds of Cathedral City in the fall could be achieved with $20,000. With the pledged $10,000 from Mayor Pro Tem Ross, it would require a budget amendment or additional pledge of Council district funds to get staff to the full amount needed for a fall series in the Community Amphitheater.

For Movies in the Park, it would cost the City of Cathedral City approximately $12,000 for a six-week movie series. It's $1,500 each week for the inflatable screen if staff utlizes Jacobsway Productions. The licenses are per movie, per event and the licensing fees will vary depending on the movie selection and crowd size. A one-day Public Performance License for most movies, for a crowd size of 200 people or less averages about $500 per movie event. This would also require a budget amendment or a pledge of Council district funds.

Communications & Events staff feel it would be beneficial to take $25,000 from this year's SnowFest budget ($35,000) and transition that amount to this year's Taste of Jalisco Festival. Staff is confident that they can still pull off a nice SnowFest event for families to enjoy that will include snow, train rides, a tree lighting, food vendor and Santa & Mrs. Claus (all the most popular elements of the holiday event) at just under $10,000. This would bring the total Taste of Jalisco budget to $107,688.

While the villages for SnowFest have provided sponsorship opportunities, they have also become obsolete and unsustainable from a cost standpoint. For a scaled down 10 villages (staff utilized 20 in 2023), it's still $16,800 to install and tear down. It's an incredibly inconvenient setup and tear down process, and many of the wood pieces have started to deteriorate. Staff hope to enhance the holiday feel and add a few more decorations with the money saved from the villages. The City of Cathedral City would also save nearly $9,000 in annual costs ($741/month) currently authorized to store the villages.

FISCAL IMPACT:

With the pledged $10,000 from Mayor Pro Tem Ross and her district funds, it would require a budget amendment of $10,000 or additional pledge of Council district funds for the full $20,000 needed for a fall Tastes & Sounds of Cathedral City series in the Community Amphitheater.

For Movies in the Park, it would cost the City of Cathedral City approximately $12,000 for a six-week movie series, which would also require either Council district funds or a budget amendment.

The proposed budget funding transfer from SnowFest to Taste of Jalisco would not require any additional budget amendments.

FIVE-YEAR STRATEGIC PLAN:

Action F-6: Promote additional community events and celebrations.

ATTACHMENTS:

1. SnowFest Budget 2024
2. City of Cathedral City Movie Contract 2024
3. Snowfest Setup Breakdown Proposal 2024

SnowFest
Budget

Attraction	Cost
Trackless Train	$ 3,500.00
Arctic Glacier Snow	$ 3,232.50
Santa & Mrs. Claus	$ 500.00
Santa Couch	$ 400.00
Total Cost	**$ 7,632.50**
Total Budget	**$ 10,000.00**

Signature Sculpture

PROPOSAL# 112024

Phone: 760-275-2779
P.O. Box 111
Palm Desert, CA 92261
Bus. license# 017351

Bill to:	CITY OF CATHEDRAL CITY Public Works Department 68700 Ave. Lalo Guerrero, Cathedral City, CA 92234	Proposal Date: 08/01/24

PROJECT

SPECIAL PROJECTS

Date of Service	PROJECT DETAILS	Cost per project
	North Pole Village Snowfest - Assembly	
Scope of Work	> Transport 40 panels from Storage Facility located on Date Palm to	
	Townsquare Ave Lalo Guerrero - 7 trips	
	> Assemble 40 panels (Sections 1-10, each section consists of 4 panels)	
	and 10 roof tops	
	* Assembly includes: attaching panels with bolts & screws, reinforcing wedges	
	underneath panels and using chain/rope to secure panels, double checking	
	all connections and placing approx. 40 sandbags on back of panels	
	Installation: 7 laborers, 2 days at 8 hours each day	$ 10,500.00
	Installation Date: week of November 18 - 22, 2024	
	North Pole Village Snowfest - Breakdown	
Scope of Work	> Breakdown 40 panels and 10 rooftops and transport from Townsquare -	
	Ave Lalo Guerrero to Storage Facility on Date Palm - 7 trips	
	Deinstall: 8 laborers, 1 day at 8 hours	$ 6,300.00
	Removal Date: January 6, 2025	
Changes to Scope of Work	We encourage the City to notify Signature at least a month prior to the	
	installation date if there are any changes to scope of work. Changes to the	
	original scope of work could affect the installation dates and delay the project.	
	* Any changes to the Scope of Work will require a budget modification that will need	
	to be approved by the City prior to proceeding with project.	
	Customer Signature: **Date:**	
	* Quote is valid for 60 days.	
	TOTAL	$ 16,800.00

Make checks payable to:

SIGNATURE SCULPTURE

P.O. BOX 111

PALM DESERT, CA 92261



P.O. Box 2802 Cathedral City, CA 92235

(760) 464-6878

Company:	City of Cathedral City
Contact:	
Address:	68700 Avenida Lalo Guerrero, Cathedral City, CA 92234
Email:	
Address of Event:	Cathedral City Amphitheater
Booking Date:	October 10th 2024 – November 14th 2024 (6 dates)
Event Date:	October 10th 2024, October 17th 2024, October 24th 2024, October 31st 2024, November 7th 2024, November 14th 2024.
Start/End Time:	___pm until movie is over or after dusk
Price Per Event:	$1500 not including movie
Deposit/Paid	

This agreement is entered in as of (Date) _____ between Jacobsway Productions (hereinafter referred to as Jacobsway) and Client _____ (hereinafter referred to as Client).

1. **Payment Schedule**. **Reservation**. A reservation is only confirmed once a deposit is received. Terms the initial nonrefundable deposit shall be 50% of the total amount due in the initial deposit shall be $_____. Payable to Shauna McGloin DBA Jacobsway Productions. The balance of the total fee must be received before the movie begins. Event credit may not be used as a deposit where the services ordered is greater than the value of the credit.

2. **Cancellation**. The client may cancel due to expected inclement weather before noon on the day prior to the scheduled event. Client will receive a credit for the event. The notice of the new date must be scheduled within 30 days of the originally scheduled event. Jacobsway will work with the client to reschedule a mutually convenient time to make up the event within two months of the canceled event. Client may not cancel event due to weather earlier than 48 hours prior to the start time of the event. Except as otherwise provided herein cancellation of this agreement by client for any reason at all not including inclement weather and even when such notice was given with sufficient notice shall cause the forfeiture of $_____ deposit.

4. Extreme Weather Conditions. Jacobsway reserves the right immediately to cancel the event in its sole discretion and without notice if there is any threat of lightning, rain, wind or extreme temperatures (above 100) and if the movie has not been started the client shall receive a credit. Jacobsway and the client will mutually decide on a new date.

5. Licenses, Permits and Insurance. Any and all necessary entertainment permits and insurance where applicable is to be provided by the client. Client shall notify Jacobsway any such special requirements the venue 30 days in advance of the event. All fees, costs and disbursement associated with the permits and insurance to be borne by client.

6. Governing Law and Jurisdiction. Any legal action involving a dispute or matter arising under this agreement may be only be brought in Riverside County, CA.

7. Entire Agreement. This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements. This agreement may not be modified except in writing signed by both parties.

8. Overtime. Any movie/presentation over two and a quarter hours will be charged $75 per additional half-hour. The client has 30 minutes from their start time as indicated in the contract to begin their event. Anything over 30 minutes will be charged $75 per half hour.

In witness whereof, the parties hereto execute this agreement as the day in the year first written.

Please note if there is any wind on the day of the event the movie screen must go parallel to the wind, if wind is a factor this may cause your event to be canceled.

I, the undersigned hereby give permission for Jacobsway to charge for all purchases on invoice/contract

Client

_____ Date _____

Title

_____

Jacobsway Productions

_____ Date _____

Title

_____

Cathedral City

Staff Report

City Council

Item No. 5.D

Meeting Date:	August 14, 2024
From:	George Crum, Police Chief
Title:	Second Amendment to Agreement for Animal Control Field and Shelter Services with County of Riverside, Department of Animal Services

RECOMMENDATION:
To approve the second amendment to the agreement for animal control field and shelter services with the County of Riverside, Department of Animal Services for animal control services and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Cathedral City has contracted for animal control field and shelter services through the County of Riverside Department of Animal Services since FY 2005. The Department of Animal Services provides a variety of services, which include the sheltering of stray animals, responding to and sheltering of wildlife, collection and disposal of deceased animals and licensing of animals. On June 3, 2024, the County of Riverside notified the Police Department of a proposed 5% rate increase for services for the period of August 1, 2024, through June 30, 2025. The rate increase was presented to the Riverside County Board of Supervisors on June 25, 2024. At that meeting, the County Board of Supervisors approved the rate increase for contract cities. The purpose of the increase was to allow for additional cost recovery in providing contract services. The current contract expired on June 30, 2024.

DISCUSSION:

Ever since the Police Department started utilizing the services of the County of Riverside Department of Animal Services, they have been the primary point of contact for addressing all animal control related concerns within the city. Currently, the city has a contract for the services of one part-time Animal Control Officer who works 20 hours per week in the field, specifically on weekdays from 8 am to 12 pm. The Riverside County Department of Animal Services offers a comprehensive range of services, including:

- Field Service Assistance (responding to calls)
- Impoundment (impounding of animals)
- Proper care and treatment (sheltering of animals)
- Animal Bites (investigate reported bites by animals)
- Quarantine (quarantine animals suspected to be rabid)
- Nuisance Animal Complaints (respond to and process nuisance complaints)
- Dead Animals (remove dead animals from public right-of-way)
- Return of Impounded Animals (encourage return of any lost/stray animal to rightful owner)
- Kennels and Catteries (inspect and issue permits for kennels and catteries)
- Issuance of Warnings and Citations (enforce appropriate CCMC provisions as necessary)
- Service to Public (provide service to the public, consistent with the agreement)

The renewal of the one-year contract does not change any of the services provided by the county.

During fiscal year 23/24, County of Riverside, Department of Animal Services had the following statistics:

Citations Issued	59
Deceased Animal Responses	287
Stray Animal Responses	330
Animal Bite Investigations	63
Animal Licenses	1,065

***This table does not represent all activity. Just the most common items. ***

The budget for Animal Control services over this current 2-year budget cycle includes an allocation of $335,000 for fiscal year 23/24 and 24/25. With a 5% increase in rates, the estimated one-year cost rises to $317,904.19.

As of now, the Police Department has spent $226,111.61 for fiscal year 23/24 through May. While awaiting the final true up costs from the County of Riverside, it is expected that the final amount will be well under the budgeted $335,000 for services.

The new estimated amount is derived from past contract years' service projections. Since the previously budgeted amount exceeds the estimated contract from Riverside County, there is currently no need for a budget amendment. The contract falls within the funding limit for fiscal year 24/25 for animal services.

This table displays the previous fiscal year rates and the proposed fee increase for fiscal year 24/25:

Department of Animal Services Fee Increase		
Proposed 24/25 ACO Rates		
Position	Current Rate FY 23/24	Proposed Rate FY 24/25
ACO Hourly Rate	$131.31	$137.88
ACO Overtime Rate (Hourly- minimum call out of 2hrs.	$170.15	$178.66
Proposed Daily Sheltering Rate		
Service	Current Rate FY 23/24	Proposed Rate FY 24/25
Daily Sheltering Rate	$34.10	$35.81
Proposed License Processing Fee		
Service	Current Rate FY 23/24	Proposed Rate FY 24/25
License Processing Fee	$11.35	$11.92
Proposed Impound Fees		
Service	Current Rate FY 23/24	Proposed Rate FY 24/25
Coachella Valley AC	$10.86	$11.40
Other Proposed Fees		
Service	Current Rate FY 23/24	Proposed Rate FY 24/25
Large Animal-Horses	$20.00	$21.00
Large Animal-Donkey, Sheep	$12.00	$12.60
Deads	$70.00	$73.50
Wildlife	$138.00	$144.90

The below table shows the updated estimated annual cost for the service contract with County of Riverside, Department of Animal Services:

Service	Quantity	Cost	Annually	Monthly
Half-time Animal Control Officer	1,040	$143,395.20 ea.	$143,395.20	$11,949.60
Estimated Overtime	94.10	$178.66/hour	$16,811.91	$1,400.99
Animal Sheltering	3,526	$35.81/day	$126,266.06	$10,522.17
Wildlife Impounds	7	$144.90/per	$1,014.30	$84.52
Deceased Animal Pick-Up and Disposal	128	$73.50/per	$9,408.00	$784.00

O&M	608	$11.40/impound	$6,931.20	$577.60
License Processing	1,181	$11.92 per license	$14,077.52	$1,173.12
Total Estimated Cost			$317,904.19/FY	$26,492.00/month

Staff has previously researched other options, with potentially utilizing Palm Springs and Desert Hot Springs animal services. However, upon review, both cities have limitations in terms of the availability of kennel space and would not have the capacity to effectively handle the anticipated increase in volume from our city.

FISCAL IMPACT:

The fiscal impact for the contract is a 5% rate increase in fees for animal services provided by Riverside County. The budged amount for animal services for fiscal year 24/25 is $335,000. The estimated total contract is $317,904.19. If the contract would reach that amount, $17,095.81 would still be available for animal services.

FIVE-YEAR STRATEGIC PLAN:

Not Applicable

ATTACHMENTS:

1. Agreement
2. Contract cities rate increase notification letter

SECOND AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
SHELTER SERVICES
BETWEEN THE CITY OF CATHEDRAL CITY
AND THE COUNTY OF RIVERSIDE

This Second Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND SHELTER SERVICES between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services ("COUNTY") and the CITY OF CATHEDRAL CITY ("CITY"), herein referred to as the "Second Amendment", dated as of the Effective Date (defined herein), amends the Agreement as follows:

RECITALS

WHEREAS, COUNTY and CITY entered into an Agreement for Animal Control Field and Shelter Services Between the City of Cathedral City and the County of Riverside for the provision of Animal Control Field and Shelter Services ("Original Agreement") for a term commencing July 1, 2021 through June 30, 2023 ("Agreement"); and

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement on February 1, 2022, in Minute Order 3.3; and

WHEREAS, the COUNTY has continuously provided the CITY with Animal Control Field and Shelter Services since July 1, 2021; and

WHEREAS, the Agreement authorizes amendments to the Agreement with the approval of the Board of Supervisors of COUNTY and City Council of CITY; and

WHEREAS, COUNTY and CITY entered into a First Amendment to Agreement for Animal Control Field and Shelter Services Between the City of Cathedral City and the County of Riverside effective July 1, 2023, through June 30, 2024; and

WHEREAS, COUNTY and CITY desire to extend the term of the Agreement until June 30, 2025; and

WHEREAS, COUNTY and CITY desire to amend the Agreement to reflect changes in the compensation, license fees and payment provisions.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CITY agree as follows:

1. Recitals – The recitals set forth above are true and correct and incorporated herein by reference.

2. Effective Date and Term. "The "Effective Date" of this Second Amendment shall be July 1, 2024 and shall terminate on June 30, 2025 unless terminated earlier as provided herein under **Section VI, Termination**."

3. Section I: Obligations of Parties; C. City Obligations: 2. is hereby added to state the following:

In order for COUNTY to provide the full scope of services to CITY under this Agreement, within six (6) months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of the regulations, provisions, and rates found in Riverside County Ordinance Nos. 534 and 630 codified as Riverside County Code of Ordinances Title 6-Animals and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinances, from time to time. CITY will revise its municipal code within sixty (60) days of the COUNTY's notification. COUNTY shall provide the verbatim language to the CITY that shall be adopted into CITY's municipal codes. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

4. Exhibit "A," Exhibit "B" and Exhibit "C" of the Agreement are hereby removed in their entirety and replaced with Exhibit "A-2", Exhibit "B-2," and Exhibit "C-2" attached hereto and incorporated herein by this reference.

5. Entire Understanding. This Second Amendment, the First Amendment and the Original Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Second Amendment, First Amendment and Original Agreement.

6. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Second Amendment.

7. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Original Agreement remain unmodified and in full force and effect.

8. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this Second Amendment.

COUNTY OF RIVERSIDE

By:_____
Kevin Jeffries, Chair
Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By:_____

APPROVED AS TO FORM:
Minh Tran
County Counsel

By:_____

Deputy County Counsel

CITY OF CATHEDRAL CITY

By:_____
Charlie McClendon
City Manager

ATTEST:

Tracey Hermosillo
City Clerk

By:_____

APPROVED AS TO FORM:

By:_____
Eric S. Vail
City Attorney

CITY OF CATHEDRAL CITY
EXHIBIT "A-2"
SCOPE OF ANIMAL CONTROL FIELD SERVICES

The County of Riverside ("COUNTY"), agrees to provide the following animal control field services for the City of Cathedral City ("CITY"):

1. Provision of Field Services: The Animal Control Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1.1 Field Service Assistance: Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit A below.

1.2 Impoundment: County shall impound all animals found at large and collect and retain such impound fees as established by COUNTY's Board of Supervisors.

1.3 Proper Care and Treatment: Provide humane care and treatment to any stray or abandoned animal in accordance with State law.

1.4 Animal Bites: Investigate reported bites by animals. COUNTY shall respond to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.

1.5 Quarantine: Quarantine all animals suspected to be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the California Department of Public Health, and COUNTY policy.

1.6 Nuisance Animal Complaints: Respond to and process nuisance complaints, including stray and barking animal complaints, as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code ("Title 6"). CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.

1.7 Dead Animals: Remove dead animals from the public right-of-way except in such cases where the animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as practicable) notify the State of California Department of Transportation by telephone, facsimile, email or other means.

1.8 Return of Impounded Animals: Encourage the return of any lost/stray animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.

1.9 Kennels and Catteries: COUNTY shall inspect and issue permits to operate dog kennels and catteries within CITY pursuant to Title 6 and collect fees in connection therewith.

1.10 Issuance of Warnings and Citations: Enforce all appropriate provisions of City's Municipal Code, as necessary, including the issuance of warning notices or citations, for violations of the provisions of said Code. CITY shall be responsible for handling, whether directly or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals and enforcement actions, arising hereunder; COUNTY shall reasonably facilitate and make Animal Control Officers available for such court proceedings.

1.11 Service to Public: Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as described in Section 5 below.

1.12 Complaints: The CITY and COUNTY shall designate a primary and alternate contact person for the purpose of addressing complaints. "Complaint" as used herein shall mean any dissatisfaction or

problem in the performance of services under this contract. When a complaint is received that requires a response from either PARTY, the CITY and COUNTY representatives designated for addressing complaints shall meet and confer to investigate and address the complaint within a reasonable time period.

2. **Shelter Care and Disposition Services:** The COUNTY shall shelter CITY's animals at the County Animal Shelter, or other COUNTY operated shelter at the COUNTY's discretion.

3. **Provision of Supplies, Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) and equip it with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use in the provision of services as set forth in this Agreement. Vehicles shall be replaced at the COUNTY's discretion. The COUNTY shall fuel and maintain said vehicles. County shall also provide all other supplies, medications, pharmaceuticals, and equipment necessary for the efficient and effective operation of animal control field services provided herein.

4. **Missing or Stolen Animals:** COUNTY shall file a report with the appropriate law enforcement agency within twenty-four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

5. **Priority of Field Services:**

5.1 Definitions:

5.1.1 "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Title 6, related State law, and where applicable, County of Riverside Ordinances, and are assembled for expediency into two categories: Emergency and Non-Emergency.

5.1.2 "Priority Ranking" refers to the order of priority with which a call will be handled. All calls shall go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is exceptional, as defined in Section 5.4 of this Exhibit A, it shall be referred to the supervisor for evaluation and processing.

5.1.3 "Regular Service Hours" are the hours of 7:30 am to 5:00 pm, Monday through Friday, Holidays excepted.

5.1.4 "Limited Service Hours" are the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays.

5.1.5 "Holidays" are as those days as established by the COUNTY and the CITY wherein the CITY or COUNTY is closed for service on a day that would otherwise be a regular service day.

5.2 Field service activities shall be performed daily and are generally based on both the Priority Ranking and on Limited Service Hours. All calls involving imminent danger will be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within thirty (30) minutes or less during Regular Service Hours, and within sixty (60) minutes or less during Limited Service Hours and on Holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Hours which are of an emergent nature pursuant to this Exhibit A. Field service personnel shall be assigned to patrol and perform other service field tasks as defined by COUNTY and CITY.

5.3 **Telephone service**: The COUNTY shall answer all telephone calls for field services during Regular Service Hours. Calls shall be received by the COUNTY answering service during Limited Service Hours and on Holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit A. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and requires immediate action by the COUNTY pursuant to this Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls then be scheduled for response in accordance with this Exhibit A.

5.4 Calls considered as Emergencies to be handled Without Delay:

5.4.1 Animals endangering health or safety of the community.
5.4.2 Police Department requests for service.
5.4.3 Sick or injured stray animals.
5.4.4 Animals in distress.
5.4.5 Humane investigations – life threatening. (Depending on immediate circumstance)
5.4.6 Venomous snakes
5.4.7 Dead animal removal, Summer months only between June 1 and August 31 during Regular Business Hours

5.5 Calls Considered as Non-Emergency to be handled during Regular Business Hours:

5.5.1 Pick-up confined, healthy, stray-animals.
5.5.2 Dead animal removal, between September 1 and May 31.
5.5.3 Quarantine investigations.
5.5.4 Leash law enforcement.
5.5.5 Nuisance animal investigations.
5.5.6 Permit investigations.

5.6 Exceptions:

The Director of Animal Control or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. .

6. Quarterly Reports:

COUNTY shall furnish to the City Manager, or designee, quarterly and annual reports detailing field services provided that quarter. In addition, calls received by call center will be attached with the quarterly reports for review. No charge will be made for these materials. Upon reasonable notice to COUNTY, CITY may inspect any facility or records to verify the data contained in the reports.

CITY OF CATHEDRAL CITY
EXHIBIT "B-2"
SCOPE OF ANIMAL SHELTERING SERVICES

The County of Riverside, on behalf of its Department of Animal Services ("COUNTY"), agrees to provide the following Animal Shelter Services for the City of Cathedral City ("CITY"). All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the Coachella Valley Animal Campus ("Shelter"), or other shelter operated by COUNTY at COUNTY's discretion.

   The COUNTY shall be responsible for the operation and maintenance of its shelters and the care of the animals on a twenty-four (24) hour basis.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access to the animals, to the extent possible.

B. DEFINITIONS

1. "Animal Shelter Services" shall include the following activities and services:
   a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
   b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
   c. Counseling and advising animal owners.
   d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
   e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Riverside are licensed, microchipped, and spayed/neutered and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
   f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
   g. Proper disposal of dead animals at the rate as set forth in **Exhibit C**, Payment Provisions.
   h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession, has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.
3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects,

food aggression, etc.

4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.
5. **"**Impounded Animal" shall include animals found running at large, removed from private property, or that are taken into the shelter by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner when ordered by a court of competent jurisdiction, whether the seizure was determined justified or not, when exigent circumstances exist.

C. SCOPE OF ANIMAL SHELTER SERVICES

1. **Treatment of Animals**: COUNTY shall provide adequate care and treatment of CITY's animals whiles in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.

2. **Level of Service Provided**: COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3. **Feeding Protocols**: All animals shall be fed in amounts appropriate to meet their nutritional needs.

4. **Disease Control and Sanitation**: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

5. **Provision of Personnel and Supplies**: COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.

6. **Holding Periods**: COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.

7. **Euthanasia:** Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time, and location where animal was found; method of euthanasia, and reason for use of method.

8. **Quarantine:** COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or

involved in a bite investigation.

a. **Impoundments and Quarantines:** COUNTY shall house, feed, and care for all animals impounded and/or quarantined at the Shelter. Quarantined animals may be quarantined at the owner's home or an alternate location.

9. **Animals Surrendered by their Owners:** Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate.

    a. **Animals Surrendered by their Owners:** Owner Surrenders will be impounded on a case-by-case basis. Diversion programs will be offered to assist with pet retention. CITY shall direct their constituents to consult with COUNTY to surrender their pet. COUNTY will offer CITY's constituents assistance through diversion programs.

10. Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY or be charged directly to the CITY at the established stray animal rate. CITY Animal Control Officers shall refer constituents requesting to surrender their animal to COUNTY for a diversion consultation. CITY shall not accept owner surrenders in the field prior to the constituent consulting the COUNTY.

11. **Wildlife:** COUNTY and CITY Animal Control Officers will work with constituents to ensure public safety while maintaining wildlife in the wild. COUNTY and CITY Animal Control Officers will triage wildlife reports to determine the appropriate response. Wildlife will be impounded if there is a public safety hazard, if the animal's welfare is at risk, if the animal is injured or orphaned, if the animal has been involved in a bite, or involved in an animal cruelty investigation.

12. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.

13. **Incoming Animal Identification**: Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival at the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of an Impounded Animal delivered by CITY to COUNTY. Animal Control Officers shall attempt to return animals to the field prior to delivering the impounded animal to the shelter. Animal Control Officers shall scan animals in the field for microchips, call phone numbers on tags, or research license numbers in an effort to reunite animals in the field.

14. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, except during Limited Service Hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment shall include the following:
    a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
    b. Routine vaccinations and de-worming, as needed

c. External parasite treatment, as needed
d. Document the animal's incoming weight
e. Scan for microchip identification
f. Establish unique identifier for the animal
g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.

15. **Enforcement:** Enforce all relevant provisions of CITY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.

16. **Adoption:** Animals identified as being available for adoption shall be up for adoption in the shelter or off-site location, or by posting online.

17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition.

    In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751.3. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.

18. **Microchipping:** In accordance with California Food and Agricultural ("F&A") Code Sections 31108.3 and 31752.1, COUNTY shall ensure that all dogs and cats being reclaimed, adopted, or transferred to a new owner are microchipped with current information prior to leaving the shelter.

19. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108 and 31752 that provide that any stray dog or cat that is impounded "shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. The public or private shelter or organization must be approved by COUNTY prior to the transfer of any animals. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."

20. **Foster Care Placement:** Certain animals may be placed in COUNTY's foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.

21. **Community Cat Program (CCP):** COUNTY shall determine a cat's eligibility for the CCP. If it is determined that a cat is eligible, the cat will be spayed/neutered, vaccinated, and eartipped. Once the cat has recovered, the cat will be returned to place of origin.

22. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.

23. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary, and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision, and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.

24. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.

25. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.

26. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing when said expenses reach the amount of $5,000 or greater per incident. Such expenses shall not exceed the amount of $25,000 per incident unless authorized in writing by CITY.

27. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

28. **LICENSE FEES (Section 2 of Riverside County Ordinance 630):** Licenses shall be issued upon payment of the license fees at the same rate as established in Section 2 of Riverside County Ordinance No. 630 and are subject to change as amended by COUNTY's Board of Supervisors, from time to time.

29. **RABIES VACCINATION CERTIFICATE DATA:** Rabies vaccination certificates shall be collected from area veterinarians and downloaded into COUNTY's database after the data has been scrubbed of inconsistencies. Reminders of licensing requirements shall be automatically generated and mailed to dog owners. Those owners who fail to comply may be subsequently issued administrative citations. Remittance options include the web licensing portal on COUNTY's website, www.rcdas.org. COUNTY shall verify dog license status when responding to requests for service or when responding to complaints. COUNTY shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

30. **COLLECTION OF LICENSE FEES:** CITY authorizes COUNTY to issue and collect the fees for canine licenses and retain $11.92 per license on any and all canine license revenue generated by CITY residents during the term of the Agreement. All fees collected for canine licenses shall be accounted for by the COUNTY on a monthly basis and the COUNTY shall remit to CITY the net amount of license fees collected for each month. For purposes of this Agreement, the net amount of license fees shall mean the total amount of license fees collected in a month less the total of $11.92 per each canine license issued and shall be separate and apart from the monthly compensation rate due and payable by the CITY as required in **Section III. Compensation**. CITY shall be responsible for a one-time conversion fee for new data, which is estimated to cost the City approximately $10,000 - $20,000. This cost does not include the expected ongoing annual maintenance fee of approximately $1,000. entered into COUNTY's licensing database.

D. COMPENSATION

1. **Compensation for Animal Shelter Services:** Additional compensation for Animal Shelter Services may be required. Additional costs for large animal sheltering are incurred at $21 per animal, per day for horses and cattle, and $12.60 per animal, per day for swine, goats, and sheep in accordance with COUNTY's Animal Control Ordinances and shall be billed based on actual sheltering on a monthly basis.

2. **Impound/Quarantine Fees:** CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter, including facilities that have agreements with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This includes, but is not limited to, animals held in association with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services provided. All services provided to each animal involved shall be charged as of the current date including but not limited to the following: IMP 1-collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection- if applicable; DA2PPV collection; Bordatella collection; microchip collection; any and all medications provided to each animal; and personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

3. **Outreach Activities:** CITY shall work with COUNTY to promote responsible pet ownership, lost and found animals, mutually agreeable animal welfare programs, Spay/Neuter Services, and through its own social media pages. If requested by CITY, the daily flat rates for vaccination clinics or spay/neuter clinics shall be billed based on actual outreach days specified in Exhibit C:

    a. Vaccination or Spay/Neuter Clinic: The cost includes staff, vaccinations, and microchips, free to constituents with two hundred (200) animal cap per event for vaccination clinic OR thirty (30) animal cap per event for spay/neuter. The clinics are billed on actual use.

CITY OF CATHEDRAL CITY
EXHIBIT "C-2"
PAYMENT PROVISIONS

City of Cathedral City("CITY") shall compensate the County of Riverside ("COUNTY") on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by the CITY's Master Fee Schedule, as amended from time to time, and COUNTY's Board of Supervisors' fee schedule, as amended from time to time; relative to the services to be performed under this Agreement as follows:

Field and Shelter Services Estimate

Service	**Quantity**	**Cost**	**Annually**	**Monthly**
Half-time Animal Control Officer	1,040	$143,395.20 ea.	$143,395.20	$11,949.60
Estimated Overtime*	94.10	$178.66/hour	$16,811.91	$1,400.99
Animal Sheltering**	3,526	$35.81/day	$126,266.06	$10,522.17
Wildlife Impounds**	7	$144.90/per	$1,014.30	$84.52
Deceased Animal Pick-Up and Disposal**	128	$73.50/per	$9,408.00	$784.00
O&M**	608	$11.40/impound	$6,931.20	$577.60
License Processing***	1,181	$11.92 per license	$14,077.52	$1,173.12
Total Estimated Cost**			**$317,904.19/FY**	**$26,492.00/month**

* Overtime/stand-by field services $178.66 per hour (minimum of two (2) hours per call, with a two (2) hour charge per each call).
**Cost will fluctuate based on actual overtime, wildlife calls and deceased animal pickups. Optional Services are not included in the total.
**Rates are subject to change as adopted by the Board of Supervisors, as specified in Section III of this Agreement.
***License processing cost may vary based on number of licenses sold. COUNTY shall retain $11.92 for each license sold, and remaining balance of license will be credited back to the CITY on a monthly basis.

Sheltering:

Animal Sheltering costs at the Coachella Valley Animal Campus is $35.81 per kenneling day, and it would be billed based on actual impounds. COUNTY shall provide CITY with a monthly invoice that includes actual impound statistics. The invoice will detail the number of animals impounded and the total number of kenneling days, plus all other applicable fees.

Operational and Maintenance (O&M):

O&M is charged at $11.40 per stray dog or cat impound.

Livestock and Other Impound Fees:

Large Animal Sheltering @ $21/animal (horses, ponies, cattle) per day of sheltering (additional cost billed on

actual use).
Large Animal Sheltering @ $12.60/animal (swine, goats, sheep) per day of sheltering (additional cost billed on actual use).

Wildlife impound fee: $144.90 per impound

Deceased animal pickup fee: $73.50 per animal

Optional Services
Daily flat rates for shot clinics and/or spay and neuter bus services will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

Shot Clinic or Spay and Neuter Bus Services:

$3,000 per event flat rate billed actual use**
(The cost to provide three (3) clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by City.)

DEPARTMENT OF ANIMAL SERVICES
County of Riverside, California

Department of Animal Services

Erin Gettis, Director
Dr. Kim Youngberg, Deputy Director

May 30, 2024

City of Cathedral City
Attn: Jennifer Nellis
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

Re: Increase to Contract Rates - Recommendation to the Board of Supervisors on June 25, 2024

Greetings City Partner,

As we approach the end of Fiscal Year 2023-2024, the Riverside County Department of Animal Services, and all County departments, received strategic direction from the County Executive Office and Board of Supervisors (the Board) to increase rates by five percent on all contracts for Fiscal Year 2024-2025. This includes all contracts with our partner Cities where the Department of Animal Services (the Department) provides field, shelter and/or licensing services to the City. The proposed contract rates for the upcoming fiscal year, as shown in the attachment to this letter, will be recommended to the Board on Tuesday, June 25, 2024. If adopted, the new rates will go into effect on August 1, 2024, unless otherwise indicated in a City's service agreement. Starting in August, the billing statement will reflect the increase in contract rates. The first statement will be sent out in September and subsequent statements following thereafter. Please be advised, the Department will be offering one year contract amendments to all of our cities to continue providing services.

The County conducted a rates study and determined that implementing a full cost recovery approach was not the most reasonable option for our City partners. The fees would be substantially higher if the County were to adopt the full cost recovery model instead of the proposed five percent increase. Essentially, there would be a considerable difference between the current amount paid by the City and the amount that the City would pay under the full cost recovery model. County Board Policy No. B-4 requires that County departments recover the actual cost of providing services.

Finally, please be advised that the Department of Animal Services will soon be proposing amendments to Ordinance No. 534 and Ordinance No. 630. These Ordinance Amendments will streamline processes, increase efficiency, and update practices to be in line with what is practiced nationwide. We encourage your City to promptly adopt any revised versions of these County Ordinances once adopted by the Riverside County Board of Supervisors.

DEPARTMENT OF ANIMAL SERVICES
County of Riverside, California

Department of Animal Services

Erin Gettis, Director
Dr. Kim Youngberg, Deputy Director

During this fiscal year (from July 1, 2023 to April 30, 2024), the Department of Animal Services has impounded a total of 31,140 live and dead animals. To help decrease the amount of impounds at the shelters, the staff at Animal Services remain dedicated to reuniting pets with their owners and we encourage residents to do the same. Our shelter team works tirelessly to find loving homes for animals promptly which reduces their length of stay. In February 2024, the Department initiated the 5,000 Cat Challenge with the goal of saving the lives of an additional 5,000 cats. This initiative is intended to promote trap-neuter-return and shelter-neuter-return, the health of Riverside County cats and improve the outcomes. Other public provided services that the department offers are mobile spay and neuter clinics, wellness clinics, and adoption events. These efforts also help reduce costs for City partners, improve shelter conditions and lower euthanasia rates.

The County Department of Animal Services appreciates the opportunity to continue the positive partnerships that we have developed with your City. If you have any questions or want to discuss this further, please contact Harold Jones at email: hsjones@rivco.org or 951-903-0996 or Thaiese Sermons-Krishnan at email: tskrishn@rivco.org or (951) 358-7545.

Sincerely,



Erin Gettis
Director of Animal Services

Riverside County
DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren Blvd, Jurupa Valley, CA 92509
(951) 358-7387 • FAX (951) 358-7300 • TDD (951) 358-5124
Website: www.rcdas.org

Department of Animal Services

Erin Gettis, Director
Dr. Kim Youngberg, Deputy Director

DEPARTMENT OF ANIMAL SERVICES		
FY 24-25 CONTRACT CITY RATES		
PROPOSED ANIMAL CONTROL OFFICER (ACO) RATES		
POSITION	**CURRENT RATE FY 2023/2024**	**PROPOSED RATE FY 2024/2025**
ACO (Hourly Rate)	$131.31	$137.88
ACO (Overtime/Hourly-minimum call out of 2 hours)	$170.15	$178.66
PROPOSED DAILY SHELTERING RATE		
SERVICE	**CURRENT RATE FY 2023/2024**	**PROPOSED RATE FY 2024/2025**
Daily Sheltering Rate	$34.10	$35.81
PROPOSED LICENSE PROCESSING FEES		
SERVICE	**CURRENT RATE FY 2023/2024**	**PROPOSED RATE FY 2024/2025**
License Processing Fee	$11.35	$11.92
PROPOSED IMPOUND FEES		
LOCATION	**CURRENT RATE FY 2023/2024**	**PROPOSED RATE FY 2024/2025**
Blythe	$6.90	$7.25
San Jacinto	$10.44	$10.96
CVAC	$10.86	$11.40
Jurupa Valley	$12.53	$13.16
OTHER PROPOSED FEES		
SERVICE	**CURRENT RATE FY 2023/2024**	**PROPOSED RATE FY 2024/2025**
Large Animal-Horses	$20.00	$21.00
Large Animal-Donkey, Sheep	$12.00	$12.60
Deads	$70.00	$73.50
Wildlife	$138.00	$144.90

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Staff Report

City Council

Item No. 5.E

Meeting Date:	August 14, 2024
From:	Michael Contreras, Fire Chief
Title:	Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) FEMA AFG Grant

RECOMMENDATION:
To accept an Assistance to Firefighters (AFG) grant from the Federal Emergency Management Agency (FEMA) in the amount of $154,607.27 and authorize $15,460.73 in local match funds.

BACKGROUND:

The Fire Department submitted an application for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) and has been approved in the amount of $154,607.27 in federal funding. As a condition of this grant, it is required that the city contribute non-federal funds equal to or greater than 10.0% of the federal funds awarded, or $15,460.73 for a total approved budget of $170,068.00.

DISCUSSION:

The Assistance to Firefighters Grant (AFG) will be dedicated to the fire department wellness programs, focusing on the health and well-being of our firefighters. This grant will cover initial physicals for all personnel, mental health screening, cancer screening and wellness training.

FISCAL IMPACT:

Staff will utilize existing budget allocation to cover the grant match.

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	Health Screening	Fund 259	G0XXXX	$154,607.27	One-time
2024-2025	Health Screening	Fund 100	G0XXXX	15,460.73	One-time

2024-2025	**Total**			**$170,068.00**	

FIVE-YEAR STRATEGIC PLAN:

Goal D – INNOVATION
Objective: Cathedral City continually focusses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.

D-7 Implement innovative community-based Fire Prevention programs regarding Drowning, Smoke Alarm Installation, Paramedic Services, Fall Prevention, and CPR.

Goal E - SAFETY

Objective: Cathedral City is safe for all who live, work, visit, and play in our community.

E-4 Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises.

ATTACHMENTS:

1. EMW-2023-FG-02826-Award Package

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/11/2024

Kevin Biersack
CITY OF CATHEDRAL CITY
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234

EMW-2023-FG-02826

Dear Kevin Biersack,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $154,607.27 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $15,460.73 for a total approved budget of $170,068.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF CATHEDRAL CITY
UEI-EFT: ENPQBGML6XM5
DUNS number:
Award number: EMW-2023-FG-02826

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$170,068.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$154,607.27
Non-federal	$15,460.73
Total	$170,068.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Wellness and fitness programs

Cancer Screening Physical

DESCRIPTION

The annual cancer screening physical will include PFAs testing and Trucheck Cancer Screening. This screening is highly accurate, catching cancers at 0-1 stages. This early detection will help save lives by allowing early detection and treatment.

QUANTITY	UNIT PRICE	TOTAL
41	$2,196.00	$90,036.00

BUDGET CLASS

Contractual

Behavioral Health NFPA 1500 or equivalent

DESCRIPTION

The contractor will provide periodic mental health screening to assist firefighters maintain mental health. Screening will include a visit with a board-certified psychiatric nurse practitioner. This will be an addition to our Employee Assistance Programs and critical incident debriefing.

QUANTITY	UNIT PRICE	TOTAL
41	$196.00	$8,036.00

BUDGET CLASS

Contractual

Periodic Physical Exam/Health Screening

DESCRIPTION

The contractor will perform blood tests, firefighter heart health panel with medical provider review, lab consult, and education materials, screening for multiple infectious diseases such as Hepatitis B and HIV, and cardiopulmonary exercise testing.

QUANTITY	UNIT PRICE	TOTAL
41	$1,756.00	$71,996.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant
Recipient: CITY OF CATHEDRAL CITY
UEI-EFT: ENPQBGML6XM5
DUNS number:
Award number: EMW-2023-FG-02826

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 15	**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 25	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 26	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
Article 27	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 **Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 36	**Terrorist Financing** Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	**Universal Identifier and System of Award Management** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
Article 43	**Applicability of DHS Standard Terms and Conditions to Tribes** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	**Disposition of Equipment Acquired Under the Federal Award** For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	**Award Performance Goals** FEMA will measure the recipient’s performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2023-FG-02826	N/A	953674780	AWARD	WX03513N2024T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CTY, CA 92234	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Kevin Biersack	7607700378	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period
07/11/2024	OTHER - FEMA GO	COST SHARING	07/18/2024 to 07/17/2026 **Budget Period** 07/18/2024 to 07/17/2026

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	$0.00	$154,607.27	$154,607.27	$15,460.73
		Totals	$0.00	$154,607.27	$154,607.27	$15,460.73

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 07/11/2024

Staff Report

City Council

Item No. 5.F

Meeting Date: August 14, 2024

From: Michael Contreras, Fire Chief

Title: Acceptance of Office of Traffic Safety (OTS) Grant

RECOMMENDATION:
To accept a grant from the Office of Traffic Safety (OTS) in the amount of $45,650.00 to promote child car safety seat awareness and proper installation.

BACKGROUND:

In our continued effort to serve the citizens of Cathedral City and add value through the fire department's community risk reduction program, Cathedral Fire and EMS (CCFE) is working to reduce the number of injuries to children under the age of 8 sustained in motor vehicle crashes and to increase community child safety seat awareness. Oftentimes, first responders find children in improperly installed or inappropriately sized car seats at the scene of motor vehicle crashes.

The closest child car seat inspection station is in Indio, approximately 13 miles away, and about a 20-minute drive. The goal of this program is to reduce the number of child motor vehicle crash-related injuries and increase public car seat knowledge and awareness through public events and outreach. CCFE frequently receives calls for service to inspect and/or install child safety seats. Currently, these calls are deferred to a local service provider located 20 minutes away, available by appointment only. By making car seat safety more accessible to all residents of Cathedral City and surrounding communities, we will prioritize and improve car seat safety within the community.

DISCUSSION:

CCFE will roll out the Child Passenger Safety Program in three phases:

Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement “best practice” strategies.
- Complete all necessary training to implement the program within the first quarter.
- Make all grant-related purchases required to implement the program in the first quarter.

Phase 2 – Program Operations (Throughout Grant Year)

- CCFE will provide educational materials, attend community events, and offer car seat installation services at all Cathedral City fire department locations throughout the year.

Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30).
- Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30).
- Collect and report quarterly data that supports the progress of goals and objectives. Collect, analyze, and report statistical data relating to the grant goals and objectives.

FISCAL IMPACT:

Acceptance of the grant will require both an expenditure and revenue budget adjustment of $45,650 to the Fire Department Special Revenue Grant Fund (259) in the FY 2024/2025 budget. There is no impact on the General Fund.

FIVE-YEAR STRATEGIC PLAN:

Goal D – INNOVATION
Objective: Cathedral City continually focusses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.

D-7 Implement innovative community-based Fire Prevention programs regarding Drowning, Smoke Alarm Installation, Paramedic Services, Fall Prevention, and CPR.

Goal E - SAFETY
Objective: Cathedral City is safe for all who live, work, visit, and play in our community.

E-4 Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises

ATTACHMENTS:

1. State of California - Office of Traffic Safety Grant Award

1. GRANT TITLE
Child Passenger Safety Program

2. NAME OF AGENCY
Cathedral City

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Cathedral City Fire Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving children under the age of eight years old. The funded strategies may include education, child safety seat check-ups, community events, presentations, and training. Other countermeasures may include properly fitting child safety seats, providing educational materials, and the distribution of child safety seats. Efforts should be conducted in underserved communities and coordinated in collaboration with community-based organizations.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $45,650.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Jeremy Keenan
TITLE: Captain
EMAIL: jkeenan@cathedralcity.gov
PHONE: 951-543-7406
ADDRESS: 32100 Desert Vista Road
Cathedral City, CA 92234

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Charles McClendon
TITLE: City Manager
EMAIL: cmcclendon@cathedralcity.gov
PHONE: 760-770-0372
ADDRESS: 68700 Avenida Lalo Guerrero
Catherdral City, CA 92234

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Kevin Biersack
TITLE: Accounts Manager
EMAIL: kbiersack@cathedralcity.gov
PHONE: 760-770-0378
ADDRESS: 68700 Avenida Lalo Guerrero
Catherdral City, CA 92234

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: ENPQBGML6XM5 REGISTERED ADDRESS: 68700 Avenida Lalo Guerrero CITY: Cathedral City ZIP+4: 92234-1208

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$45,650.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$45,650.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$45,650.00**		

1. PROBLEM STATEMENT

The City of Cathedral City is located in the low desert region of Riverside County, California. Its neighboring cities are Palm Springs and Rancho Mirage. The city is approximately 23 square miles and intersects the Interstate 10 freeway and Highway 111. Cathedral City has a population of 51,494 permanent residents and increases by approximately 17,000 during the cooler months, due to seasonal tourists. The population density is 2,289 permanent residents per square mile. Twenty percent of the population is under the age of 18 years and 5 percent is under the age of 5. The average income per capita for Cathedral City is $63,209 with a poverty rate of 17.3 percent. Approximately 20 percent of all the residents do not have a high school diploma and only 26 percent have a bachelor's degree, or higher.

The City of Cathedral City wishes to reduce the number of injuries to children under the age of 8 that are sustained in motor vehicle crashes and increase community child safety seat awareness. Often times, first responders will find children in improperly installed or inappropriately sized car seats at the scene of motor vehicle crashes. Cathedral City's closest child car seat inspection station is located in Indio, California. It is approximately 13 miles away and about a 20-minute drive. The Cathedral City Fire Department's (CCFD) goal is to reduce the number of child motor vehicle crash-related injuries, increase public car seat knowledge and awareness through public events, and public service and outreach. CCFD frequently receives calls for service to inspect and/or install child safety seats. These calls are currently denied and deferred to the local service provider that provides the service 20 minutes away by appointment only.

According to the Cal OES Social Vulnerability Index Map, the City of Cathedral City has approximately 65 percent of its population within the medium and high range. By targeting these particular areas identified in the map, we can increase public knowledge, and perform inspections and installations of car seats, as well as provide car seats to those in need. Car seats will be procured through this grant, donations, and fundraisers. CCFD intends to minimize and reduce motor vehicle crash injuries by providing multiple levels of service delivery in English and Spanish. Currently, CCFD is very active in community events and has increased its ability to assist the public through social media. These attributes will assist CCFD to deliver the program's necessary education and services.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of vehicle occupants killed under age eight.
4. Reduce the number of vehicle occupants injured under age eight.
5. Increase child safety seat usage.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate in National Child Passenger Safety Week and National Heatstroke Prevention Day.	2
3. Conduct highly publicized child safety seat checkups at community locations such as shopping centers, car dealerships or preschools to educate and empower parents and caregivers to properly install and use an appropriate car seat for their child. Car seat checkers must: be NHTSA-certified Child Passenger Safety Technicians (CPST); check for car seat recalls, use a standardized form to collect child safety seat misuse data, record corrections made, record seats installed, and have access to car seat instructions and resource materials.	4
4. Certify, recertify or renew staff as NHTSA Child Passenger Safety Technicians.	6

5. Conduct child safety seat education classes with an effort to reach low-income residents, professionals transporting children, caregivers, and parents.	4
6. Participate in traffic safety fairs and/or community events with an effort to reach individuals.	4
7. Distribute OTS funded child safety seats at no-cost to families in need who receive child safety seat education.	50
8. Purchase child safety seats.	50
9. Hold quarterly meetings with countywide child passenger safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
10. Conduct "roll call" training sessions on occupant protection, including child passenger safety.	1
11. Conduct individual child safety seat checkup by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST).	12

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event

highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405b OP-25	20.616	Occupant Protection	$45,650.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
CPS Check-Up Events	405b OP-25	$1,104.00	4	$4,416.00
CPS Education Classes	405b OP-25	$736.00	4	$2,944.00
Traffic Safety Fairs and/or Community Events	405b OP-25	$1,104.00	4	$4,416.00
Roll Call Training	405b OP-25	$368.00	1	$368.00
Individual Car Seat Check-Ups	405b OP-25	$184.00	12	$2,208.00
CPST Certification/Renewal Courses	405b OP-25	$2,944.00	6	$17,664.00
Category Sub-Total				$32,016.00
B. TRAVEL EXPENSES				
In State Travel	405b OP-25	$1,000.00	1	$1,000.00
				$0.00
Category Sub-Total				$1,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
Child Safety Seats	405b OP-25	$125.00	50	$6,250.00
CPS Technician/Instructor Fees	405b OP-25	$95.00	6	$570.00
CPS Check-Up Supplies	405b OP-25	$3,000.00	1	$3,000.00
Educational Materials	405b OP-25	$2,814.00	1	$2,814.00
Category Sub-Total				$12,634.00
F. INDIRECT COSTS				
				$0.00

Category Sub-Total				$0.00
GRANT TOTAL				**$45,650.00**

BUDGET NARRATIVE

PERSONNEL COSTS

CPS Check-Up Events - Overtime for grant-funded child safety seat checkups at community locations conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92/Hour x 2 Hours x 6 Officers = $1,104 per Event

CPS Education Classes - Overtime for grant-funded child safety seat education classes conducted by appropriate department personnel. Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92/Hour x 4 Hours x 2 Officers = $736 per Event

Traffic Safety Fairs and/or Community Events - Overtime for grant-funded participation in traffic safety fairs and/or community events by appropriate department personnel. Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92 x 6 Hours x 2 Officers = $1,104 per Event

Roll Call Training - Overtime to conduct grant-funded roll call training sessions on occupant protection, including child passenger safety. Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92 x 2 Hours x 2 Officers = $368 per Event

Individual Car Seat Check-Ups - Overtime for grant-funded individual child safety seat checkups by appointment to promote correct usage, with an effort to reach parents or caregivers. Car seat checkers must be NHTSA-Certified Child Passenger Safety Technicians (CPST). Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92 x 1 Hour x 2 Officers = $184 per Event

CPST Certification/Renewal Courses - Overtime for grant-funded CPS continuing education unit (CEU) courses to certify, recertify or renew appropriate department personnel as NHTSA Child Passenger Safety Technicians. Claim should reflect actual costs up to the rate specified. The department will not be claiming overtime benefits.

$92 x 32 Hours x 1 Officer = $2,944 per Event

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers Conference on Roadway Safety. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

Child Safety Seats - Average cost not to exceed $125 per seat (including booster seats) including sales tax, shipping and handling. Seats to be distributed at no cost during CPS checkups, appointments, fitting stations and traffic safety presentations. Infant only seats are not an allowable expense. Various seats to be purchased initially

CPS Technician/Instructor Fees - Certification, recertification or renewal fees for technicians who successfully complete the NHTSA Child Passenger Safety Technician Certification or Renewal course or biennial requirements to re-certify.

CPS Check-Up Supplies - Supplies to conduct child passenger safety seat education, training and inspections at check-up events, classes and individual appointments. Costs may include LATCH manuals, safety training dolls, cones, pop-up tents, pool noodles, child safety seat clips, tote carriers, and check-up signage. Costs may not include furniture such as but not limited to tables and chairs. Additional items may be purchased if approved by OTS.

Educational Materials - Costs of purchasing, developing or printing brochures, pamphlets, fliers, coloring books, posters, signs, and banners associated with grant activities, and traffic safety conference and training materials. Items shall include a traffic safety message and if space is available the OTS logo. Additional items may be purchased if approved by OTS.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Staff Report

City Council

Item No. 5.G

Meeting Date: August 14, 2024

From: Michael Contreras, Fire Chief

Title: Acceptance of Two (2) Grants to Update the City's Local Hazard Mitigation Plan

RECOMMENDATION:
To accept two (2) grant awards from the Federal Emergency Management Agency (FEMA) in the amount of $149,631.00 and in the amount of $7,896.00 for subrecipient management costs (SRMC). Additionally, approve a grant from the California Office of Emergency Services (Cal OES) in the amount of $49,877.00 all to update the city's local hazard mitigation plan.

BACKGROUND:

The Cathedral City local hazard mitigation plan (LHMP) was last revised in 2017 and is valid for 5 years. Staff identified the need for an update in November 2022 and applied for a grant to cover the cost of revising the LHMP.

DISCUSSION:

The Local Hazard Mitigation Plan (LHMP) is a comprehensive plan that identifies hazards, resources, capabilities, and any ordinances or safety procedures within the city. To be eligible for federal disaster funds, a city must have an LHMP on file. The LHMP details the who, what, where, and what resources we have. Hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters. It begins with local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, they develop long-term strategies for protecting people and property from similar events.

The total project cost is $199,508.00. FEMA has awarded the city $149,631.00 for the 75 percent Federal share. The 25 percent non-Federal share, which is $49,877.00, has been granted by Cal OES. FEMA has also granted $7,896.00 for the 100% Federal SRMC.

FISCAL IMPACT:

Acceptance of the grants will require both an expenditure and revenue budget adjustment

to the FY 2024/2025 budget of $207,404 in the Fire Department Special Revenue Grant Fund (259). There is no effect on the General Fund.

FIVE-YEAR STRATEGIC PLAN:

E-4 Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises

ATTACHMENTS:

1. Notification of Sub-application Approval Hazard Mitigation Grant Program - Project #AP00986, FIPS #065-12048, Supplement #23

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

June 13, 2024

Charles McClendon
City Manager
Cathedral City, City of
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234-1208

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4683**-DR-CA, Project #**AP00986**, FIPS #**065-12048**
Supplement #**23**

Dear Mr. McClendon:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **$149,631.00**. A copy of the FEMA award package is enclosed for your records. Your organization's subaward application has also been approved for **$49,877.00** in state funding under the Prepare CA Match program.

In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Grant Subaward Face Sheet (GSAFS). Please ensure that the individual who signs the GSAFS is designated by the Governing Body Resolution as an Authorized Agent for your organization.
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records.

Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMGrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.

Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from the federal share of reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 328-7450.

Recovery Financial Processing Unit

Enclosures

c: Subrecipient's Project File

*The Recovery Financial Processing Unit has the new valid universal Resolution 2023-41, passed on 12/13/2023 that requires an Authorized Agent's permission to apply to this project. The Grant Subaward Face Sheet (GSAFS) with State encumbered funding is already on file for this project. We now need your organization to complete a GSAFS Amendment form as part of the funding encumbrance/post-obligation document process.

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

June 13, 2024

Charles McClendon
City Manager
Cathedral City, City of
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234-1208

Subject: **Notification of Approval for Subrecipient Management Cost Funding**
Hazard Mitigation Grant Program – Prepare CA Match
FEMA-**4683**-DR-CA, Project #**AP00986**, FIPS #**065-12048**,
Supplement #**23**

Dear Mr. McClendon:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved **$7,896.00** in funding for subrecipient management costs (SRMC). SRMC are costs incurred while administering a Hazard Mitigation grant subaward. A copy of FEMA's letter is enclosed for your records.

Payments are made on a reimbursement basis using the specialized Subrecipient Management Cost Reimbursement Request Form. Subrecipients are reminded to document their SRMC separately from direct project expenditures. To qualify for SRMC reimbursement, subrecipients must first incur and seek reimbursement for direct project expenditures via the specialized Project Expenditures Reimbursement Request Form. Reimbursement for SRMC is capped at five percent of a project's cumulative direct project expenditures. Please note that your organization must maintain an active registration in the SAM.gov (System for Award Management) database for the duration of this grant subaward.

Please read the enclosed supplement. In accordance with Title 44 Code of Federal Regulations, Part 206.440, if you disagree with FEMA's obligated amount or scope of work listed in the supplement, you can appeal. All appeals must be in writing and received by Cal OES within 60 days from the receipt of this letter.
If you have any questions or need assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures
c: Subrecipient's Project File

Received
May 14, 2024
Financial Processing Unit

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607

FEMA

May 13, 2024

Robyn Fennig, Assistant Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3655 Schriever Avenue
Mather, CA

Reference: Application Approval, HMGP DR-4683-986-13P
City of Cathedral **City** (see FEMA subrecipient summary below - "Page 1 of 1" (MG)
Prepare CA Match City of Cathedral LHMP Update
FIPS Code: 065-12048, Supplement 23

Dear Robyn Fennig:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Cathedral (Sub-Recipient) HMGP DR-4683-986-13P, Prepare CA Match City of Cathedral LHMP Update.

The total project cost is $199,508.00. As shown in the enclosed Obligation Report - Supplement 23, we are obligating $149,631.00 for the 75 percent Federal share; the 25 percent non-Federal share is $49,877.00. We are obligating $7,896.00 for the 100% Federal share Subrecipient Management Costs. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Approvals:	**Federal Share:**	**Non-Federal Share:**	**Total Project Cost:**
Supplement 23	$149,631.00	$49,877.00	$199,508.00
Management Costs	$7,896.00	$0.00	$7,896.00

This HMGP project approval and obligation of funds are subject to the following conditions:

1. **Scope of Work (SOW) –** The City of Cathedral will develop and adopt a FEMA approved Hazard Mitigation Plan to meet the requirements outlined in 44 CFR Part 201 and the most current FEMA hazard mitigation plan guidance.

2. **Project Completion Date –** The work schedule included with the project application indicates that the project will take 36 months to complete; therefore, the project completion date is May 13, 2027. Please inform the sub-recipient that work completed after the disaster period of performance (POP) is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the POP when there is no approved time extension.

3. **Project Closeout –** Within 120 days of project completion, all project funds must be liquidated and final closeout documentation for the project must be submitted to FEMA. Please note the project must comply with Code of Federal Regulations Title 2, Part 200 reporting requirements at the time of closeout.

4. **Record of Environmental Consideration (REC) –** In compliance with the National Environmental Policy Act (NEPA), this undertaking is categorically excluded (CE) from the need to prepare either an environmental assessment or environmental impact statement.

5. **Standard Conditions –** This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions,* amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Laura Koon, Grants Management Specialist, by email laura.koon@fema.dhs.gov, or phone (202) 531-1881.

Sincerely,

KATHRYN J LIPIECKI Digitally signed by KATHRYN J LIPIECKI
Date: 2024.05.13 19:29:57 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (2):
Obligation Report – Supplement 23
Standard Mitigation Grant (HMGP) Conditions

cc: Melissa Boudrye, Resilience Branch Chief, California Governor's Office of Emergency Services
Concepcion Chavez, Technical Assistance Division Chief, California Governor's Office of Emergency Services
Ron Miller, Hazard Mitigation Assistance Division Chief, California Governor's Office of Emergency Services
Joseph Purvis, Division Chief, California Governor's Office of Emergency Services
Ryan Massello, Hazard Mitigation Quality Assurance Division Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4683	13 ·P	0	986	1	23	CA	Statewide

Subrecipient: Cathedral City
Subrecipient FIPS Code: 065-12048

Project Title : 7% PrepareCA Match: City of Cathedral City 2023 Local Hazard Mitigation Plan -

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$149,631.00	$149,631.00	$0.00	$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
$149,631.00	$7,896.00	$157,527.00	04/10/2024	Accept	2024

Comments

Date: 04/10/2024 User Id: RHIRST

Comment: Obligate $149,631.00 Federal Share and SRMC $7,896.00, totaling $157,527 for DR-4683-986-13P (City of Cathedral LHMP) .

Authorization

Preparer Name: REILLY HIRST Preparation Date: 04/10/2024

HMO Authorization Name: LAURA KOON HMO Authorization Date: 04/10/2024

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.

3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.

4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.

5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.

6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.

7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding $5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.

8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.

9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.

10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.

11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subpplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.

12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.

14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.

15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.

16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.

17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).

18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

    Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

Staff Report

City Council

Item No. 5.H

Meeting Date: August 14, 2024

From: Michael Contreras, Fire Chief

Title: Acceptance of a CERT Grant from the California Office of Emergency Services (Cal OES) to Update the City's CERT Trailer and Equipment

RECOMMENDATION:
To accept a grant from the California Office of Emergency Services (Cal OES) in the amount of $25,000 to update the city's CERT trailer and equipment.

BACKGROUND:

The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for hazards that may occur in our city. CERT trains volunteers in basic disaster response skills.

As part of the department's Community Risk Reduction program, there has been extra emphasis on community emergency response. CERT is a key part of the city's emergency preparedness.

DISCUSSION:

The CERT program is a part of the city's overall community risk reduction program. The city applied for and received a grant for $25,000 from Cal OES. The funds will be used to update the city's CERT trailer and equipment.

FISCAL IMPACT:

Acceptance of the grant will require both an expenditure and revenue budget adjustment of $25,000 to the Fire Department Special Revenue Grant Fund (259) in the FY 2024/2025 budget. There is no effect on the General Fund.

FIVE-YEAR STRATEGIC PLAN:

Goal D – INNOVATION
Objective: Cathedral City continually focuses on improving service delivery and customer experiences by successfully leveraging technology and creative initiatives to improve public services, public safety, and stimulate economic growth.

D-7 Implement innovative community-based Fire Prevention programs regarding Drowning, Smoke Alarm Installation, Paramedic Services, Fall Prevention, and CPR.

Goal E - SAFETY
Objective: Cathedral City is safe for all who live, work, visit, and play in our community.

E-4 Strengthen the City's ability to prepare for, respond to, and recover from disasters by reviewing and updating the City's Emergency Operations Plans through annual training sessions and tabletop exercises.

ATTACHMENTS:

1. Grant Award Letter - Listos California CERT Support Grant Program, Grant Subaward #: LC23 01 6320

June 7, 2024

Charles McClendon
City Manager
Cathedral City, City Of
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234-1208

Subject: **Grant Subaward Application Approval**
Listos California CERT Support Grant Program
Grant Subaward #: LC23 01 6320

Dear Charles McClendon:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of $25,000, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Angela Baeza, at Angela.Baeza@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

DocuSign Envelope ID: FAB3ED11-57F6-409E-9072-89747C764512

AB JG

Cal OES Use Only)							
Cal OES #	065-12048-00	FIPS #	065-12048	VS#		Subaward #	LC23 01 6320

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

MS

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

AB 1. **Subrecipient:** ~~City of~~ Cathedral City, City of — 1a. **UEI#:** ~~ENRQBGMLGXM5~~ N/A AB JG

AB 2. **Implementing Agency:** Cathedral City, City of — 2a. **UEI#:** N/A JG

3. **Implementing Agency Address:** 68-700 Avenida Lalo Guerrero (Street) | Cathedral City (City) | 92234-1208 (Zip+4)

4. **Location of Project:** Cathedral City (City) | Riverside (County) | 92234-1208 (Zip+4)

5. **Disaster/Program Title:** LC - Listos California CERT Support Grant Program

6. **Performance/ Budget Period:** 6/1/2024 (Start Date) to 12/31/2025 (End Date)

7. **Indirect Cost Rate:** N/A — **Federally Approved ICR** (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
AB 8.	~~2024~~ 2023	LIST	$25,000						$25,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	$25,000		$25,000				$25,000

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Kevin Biersack — Title: Financial Services Director

Payment Mailing Address: 68-700 Avenida Lalo Guerrero — City: Cathedral City — Zip Code+4: 92234-1208

Signature: Kevin Biersack — Date: 03/01/24

16. Federal Employer ID Number: 953674780

(FOR Cal OES USE ONLY)

I hereby ~~DocuSigned by:~~ certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by: Mary Rucker — 6/6/2024
9A3D0B66E24B485... — (Cal OES Fiscal Officer) (Date)

DocuSigned by: Eric Swanson — 6/6/2024
282416AD40C14F5... — (Cal OES Director or Designee) (Date)

ENY: 2023-24 Chapter: 12 SL: 12700
Item: 0690-101-0001 Pgm: 0380
Fund: General Fund
Program: Listos California CERT Support Grant Program
Match Req.: NONE
Project ID: OES23LISTOS0000
SC: 2023-12700 Amount: $25,000

DS JH DS GO

Mail Log# 243238

RECEIVED
By BaezaA at 10:56 am, May 30, 2024

Grant Subaward Contact Information

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

1. **Grant Subaward Director:**
   Name: Charles McClendon Title: City Manager
   Telephone #: 760-770-0340 Email Address: CMcClendon@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

2. **Financial Officer**:
   Name: Kevin Biersack Title: Financial Services Director
   Telephone #: 760-770-0340 Email Address: KBiersack@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

3. **Programmatic Point of Contact:**
   Name: Christopher Dietz Title: Engineer Paramedic
   Telephone #: 760-770-0340 Email Address: CDietz@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

4. **Financial Point of Contact:**
   Name: Amanda Geisendorfer Title: Senior Analyst
   Telephone #: 760-770-0340 Email Address: AGeisendorfer@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Charles McClendon Title: City Manager
   Telephone #: 760-770-0340 Email Address: CMcClendon@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Kevin Biersack Title: Financial Services Director
   Telephone #: 760-770-0340 Email Address: KBiersack@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Mark Carnevale Title: Mayor
   Telephone #: 760-770-0340 Email Address: MCarnevale@cathedralcity.gov
   Address/City/ Zip Code (9-digit): 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-1208

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

Implementing Agency: ~~City of~~ Cathedral City, ~~Fire Department~~ City of

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Charles McClendon

Signature: Charles P. McClendon

Date: 03/01/2024

Financial Officer:

Printed Name: Kevin Biersack

Signature: Kevin Biersack

Date: 03/01/2024

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Grant Subaward Certification of Assurance of Compliance

AB Subrecipient: ~~City of~~ Cathedral City, City of

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
AB 1	~~LC -~~ Listos California CERT Support Grant (LC) Program	LC23 01 6320	6/1/2024 - 12/31/2025
2			
3			
4			
5			
6			

I, Kevin Biersack (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: [signature]
Official Designee's Typed Name: Kevin Biersack
Official Designee's Title: Financial Services Director
Date Executed: 03/01/2024

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ County Financial Officer
- ☑ City Manager
- ☐ County Manager
- ☐ Governing Board Chair

Signature: [signature]
Typed Name: Charles McClendon
Title: City Manager
Date Executed: 03/01/2024

Cal OES
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OF EMERGENCY SERVICES

LISTOS CALIFORNIA CERT SUPPORT GRANT PROGRAM
CERT Training Certification

AB **Name of Agency:** ~~City of~~ Cathedral City, City of

I, Kevin Biersack (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following area:

- The Subrecipient certifies they are conducting classroom-based, instructor-led, CERT training based on the 20-hour FEMA curriculum, incorporating all nine module and all hands-on exercises (e.g., fire suppression, medical triage, cribbing), including a disaster simulation drill, or utilizing the approved CERT Training curriculum.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with this requirement may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named above, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on this date, is made under penalty of perjury under the laws of the State of California.

Official Designee Signature: _____
Official Designee Typed Name: Kevin Biersack
Official Designee's Title: Financial Services Director
Date Executed: 3/1/2024

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Single Fund Source

AB	**Subrecipient: ~~City of~~ Cathedral City**, City of	**Grant Subaward #:** LC23 01 6320
AB	**A. Personnel Costs** - Line-item description and calculation	**Total Amount** 23LIST **Allocated** JG
	2 Firefighter Paramedics ~~for~~ X 72 hrs ~~@~~ X $43 per hr =	$6,192
	1 Fire Engineer ~~for~~ X 72 hrs ~~@~~ X $45 per hr =	$3,240
	2 Fire Captains ~~for~~ X 72 hrs ~~@~~ X $54 per hr=	$7,776
	PERSONNEL COSTS CATEGORY TOTAL	**$17,208**

✓ JG

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Single Fund Source

Subrecipient: ~~City of~~ Cathedral City, City of	Grant Subaward #: LC23 01 6320

B. Operating Costs - Line-item description and calculation	23LIST Total Amount Allocated
CERT Trailer Supplies	
Air compressor (to refill fire extinguishers) 1 ~~@~~ X $500 per unit=	$ 500.00
Portable Generator 1 ~~@~~ X $1000 per unit =	$ 1,000.00
100' Outdoor extension cord 2 ~~@~~ X $50 per unit=	$ 100.00
Halogen Tripod Work Light 2 ~~@~~ X $100 per unit =	$ 200.00
Foldout tables 2 ~~@~~ X $100 per unit =	$ 200.00
Triage Tarps (Black/Red/Yellow/Green) 1 ~~@~~ X $220 per unit=	$ 220.00
Heavy Duty Tarp - 10'x20' 5 ~~@~~ X $250 per unit =	$ 1,250.00
Mechanic Tool Set 1 ~~@~~ X $100 per unit =	$ 100.00
40ft Nylon Rope 5 ~~@~~ X $10 per unit =	$ 50.00
Shovels 10 ~~@~~ X $20 per unit=	$ 200.00
Steel Pry Bars 5 ~~@~~ X $20 per unit =	$ 100.00
Heavy Duty Bolt Cutter 1 ~~@~~ X $40 per unit =	$ 40.00
Brooms 5 ~~@~~ X $40 per unit =	$ 200.00
Bungee Cords (30 piece) 1 ~~@~~ X $10 per unit =	$ 10.00
Caution Tape (1,000ft) 1 ~~@~~ X $30 per unit =	$ 30.00
Chainsaw 2 ~~@~~ X $300 per unit =	$ 600.00
Folding Chairs (10 pack) 1 ~~@~~ X $200 per unit=	$ 200.00
Coleman QuickPack Lantern 10 ~~@~~ X $40 per unit=	$ 400.00
Wrecking Bar (12' Gooseneck) 1 ~~@~~ X $25 per unit=	$ 25.00
Masking Tape (Per roll) 5 ~~@~~ X $5 per unit =	$ 25.00
Duct Tape (Per roll) 5 ~~@~~ X $5 per unit=	$ 25.00
Flashlights (4 Pack w/ batteries) 10 ~~@~~ X $25 per unit=	$ 250.00
Leather Work Gloves (Single Pair) 20 ~~@~~ X $10 per unit=	$ 200.00
Green Safety Helmet (Each) 20 ~~@~~ X $18 per unit=	$ 360.00
Green Safety Vest (Each) 20 ~~@~~ X $15 per unit=	$ 300.00
Safety Goggles (10 pack) 20 ~~@~~ X $20 per unit=	$ 400.00
N95 Masks (25 pack box) 2 ~~@~~ X $25 per unit =	$ 50.00
Emergency Glow Sticks (24 pack) 5 ~~@~~ X $15 per unit =	$ 75.00

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: ~~City of~~ Cathedral City, City of	**Grant Subaward #:** LC23 01 6320

B. Operating Costs - Line-item description and calculation	23LIST **Total Amount Allocated**
Trauma Shears (12 pack) 5 ~~@~~ x $18 per unit =	$ 90.00
Permanent Markers (30 Pack) 2 ~~@~~ x $15 per unit =	$ 30.00
Paper (750 sheets) 1 ~~@~~ x $18 per unit =	$ 18.00
NOAA Two-Way radios (18-pack) 1 ~~@~~ x $500 per unit =	$ 500.00
AA Batteries (60 pack) 2 ~~@~~ x $22 per unit =	$ 44.00
OPERATING COSTS CATEGORY TOTAL	**$7,792**

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OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Single Fund Source

AB	**Subrecipient: ~~City of~~ Cathedral City**, City of	**Grant Subaward #:** LC23 01 6320
AB	**C. Equipment Costs** - Line-item description and calculation	23LIST JG **Total Amount Allocated**
	EQUIPMENT COSTS CATEGORY TOTAL	
	Total Project Cost (Must match the Grant Subaward Face Sheet)	**$25,000**

✓ JG

Budget Summary Report

LC23 Listos California CERT Support Grant Program	**Subaward#: LC23 01 6320**
Cathedral City, City Of	**Subaward Period: 06/01/24 - 12/31/25**
Listos California CERT Support Grant Program	**Latest Request:**

A Personnel Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	17,208	0	17,208	0	17,208
Total A Personnel Services - Salaries/Employee Benefits		***17,208***	***0***	***17,208***	***0***	***17,208***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	7,792	0	7,792	0	7,792
Total B. Operating Expenses		***7,792***	***0***	***7,792***	***0***	***7,792***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
S	23LIST	0	0	0	0	0
Total C. Equipment		***0***	***0***	***0***	***0***	***0***

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Budget Summary Report

LC23 Listos California CERT Support Grant Program

Subaward#: LC23 01 6320

Cathedral City, City Of

Subaward Period: 06/01/24 - 12/31/25

Listos California CERT Support Grant Program

Latest Request:

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**0**	**0**	**0**	**0**	**0**
Total Funded:	**25,000**	**0**	**25,000**	**0**	**25,000**
Total Project Cost:	**25,000**	**0**	**25,000**	**0**	**25,000**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in Ledger w/Claim Schedule, Pending=Processsed, but not yet in Claim Schedule

Grant Subaward Budget Narrative

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

Cathedral City Fire Department will utilize budgeted funds to improve our response ready CERT program. Allocating funds to address the inadequacies of our CERT trailer and increase the number of trained individuals will increase Cathedral City's resilience. Increased resilience helps the local vulnerable and underserved community during unfortunate but probable events such as earthquakes, wildfires, and flooding.

The Cathedral City Fire Department's Community Risk Reduction committee will oversee purchasing and training scheduling for the grant. This team handles staffing, training needs and instructor coverage as well as tools and equipment for the participants in our disaster preparedness programs. This expertise will help ensure funds are properly allocated with minimal administrative costs. Grant funds will be used to purchase inventory for the trailer, including a portable generator, triage tarps, and two-way radios, and pay overtime costs for CERT trainers. Two Fire Captains, a Fire Engineer, and two Firefighter Paramedics from the Cathedral City Fire Department will act as trainers. Leveraging their experience, the trainers will help foster trust and knowledge with the vulnerable and underserved community over the course of four training sessions, resulting in 80 trained CERT members.

Grant Subaward Budget Narrative

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

Utilizing grant funds for only training and supplies eliminates administrative costs from the grant budget. Any administrative costs will come from City of Cathedral City funds. All activities performed with grant funds will allow for one-on-one interactive training with new equipment. Not only is this a benefit to an already outdated CERT program, but this will also allow for new community involvement within our target communities. With a growing agency, city, and disaster response metric, the department will allocate funds to assist with staffing and any additional instructors while grant funds will be allocated back into our CERT program.

Grant Subaward Programmatic Narrative

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

The Cathedral City Fire Department (CCFD) exhibits a robust capacity to deliver CERT (Community Emergency Response Team) training to vulnerable and underserved communities, particularly within Cathedral City. Over the past year, Engineer Paramedic Christopher Dietz and Firefighter Paramedic Diwan De La Torre have contributed to the department's extensive experience in emergency response and community outreach. This serves as a strong foundation for our ability to conduct effective CERT training. With a Community Risk Reduction committee of highly trained and skilled personnel, including certified CERT instructors and Firefighter Paramedics, the CCFD is well-equipped to deliver comprehensive training programs tailored to the specific needs of various populations within Cathedral City.

CCFD demonstrates a keen understanding of the socio-economic dynamics present in Cathedral City. Training programs are designed to address the unique challenges faced by vulnerable communities such as language barriers, diverse cultural backgrounds, trust issues, and time constraints. Programs include annual CERT training, Disaster Preparedness presentations, Stop the Bleed courses, and Hands Only CPR. This enhances the effectiveness of CCFD training, making it more accessible and relevant to all participants, especially vulnerable and underserved populations.

CCFD teaches courses in English and Spanish to promote effective learning. The CCFD's commitment to inclusivity is further exemplified by their efforts to make CERT

training materials and resources easily understandable and accessible. This ensures that individuals with varying levels of education and literacy can actively participate and benefit from the program.

The CCFD also actively collaborates with local community organizations, leaders, and residents to establish solid rapport with target communities. Established trust is invaluable when delivering CERT training to disadvantaged communities, as it facilitates open communication and ensures a culturally sensitive approach.

Resource and time constraints can also impact the availability and quality of CERT training resources. Disadvantaged communities often experience resource constraints, including limited access to technology, educational materials, or even suitable training spaces. Vulnerable populations may also have competing priorities such as work, childcare, or caregiving responsibilities. Finding a balance between meeting the training needs and accommodating these time constraints is essential for successful engagement.

CCFD's experienced personnel, community engagement initiatives, tailored approach, and commitment to inclusivity make them a reliable and effective partner in enhancing the emergency preparedness and resilience of Cathedral City's diverse and disadvantaged populations. With CalOES's help, the CCFD will be able to reach a wider audience, further assisting the local vulnerable and underserved communities.

CCFD has significantly amplified its commitment to community safety by doubling the frequency of its CERT training and increasing class sizes. With four training sessions of 20 participants annually, the department aims to increase the number of trained individuals to 80 per year. This strategic shift from annual to biannual CERT training ensures a more consistent, regularized approach, expanding the reach and impact on community preparedness. This adjustment enables a more substantial number of residents to acquire crucial emergency response skills, further strengthening the community's ability to handle disasters. To maximize outreach, CCFD implements various community engagement strategies, such as workshops offered in English and Spanish, partnerships with local organizations, and flexible training modules to accommodate diverse schedules, making CERT training accessible to a broader range of participants. High school students can also get involved through TEEN CERT, enabling a forward-thinking culture of emergency preparedness. CCFDs commitment to adaptability enhances the program's effectiveness and inclusivity. Clear, measurable goals and regular evaluations ensure the CERT program aligns with evolving community needs, enabling greater outreach to vulnerable populations. Grant funding will be strategically utilized to transform the CERT program into a robust, responsive, well-equipped force capable of efficiently addressing large-scale disasters and safeguarding the community during emergencies. The primary focus is addressing

the CCFD CERT trailer, currently ill-equipped for large-scale disasters and primarily used for training purposes. Planned CERT trailer upgrades to ensure it is well-equipped for efficient disaster response include outfitting the trailer with state-of-the-art emergency response equipment, medical supplies, search and rescue tools, personal protective equipment, and communication devices. The grant will also support the acquisition of specialized equipment tailored for large-scale disasters. This investment will provide CCFD with the necessary resources to handle diverse emergency scenarios effectively.

CCFD's second priority is expanding the CERT training program, incorporating all FEMA curriculum and exercises using Listos California program materials. The goal is to double the number of trained CERT members annually, enhancing overall community resilience. Advanced simulation exercises, closely mirroring real-life disaster scenarios, will be conducted using the grant funds to improve CERT members' emergency readiness. Community awareness campaigns will also be implemented to encourage more residents to participate in CERT training, emphasizing the role of CERT members in community-wide preparedness and disaster response.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: Cathedral City, City of	**UEI #** N/A	**FIPS #:** 065-12048
Grant Disaster/Program Title: Listos California CERT Support Grant (LC) Program		
Performance Period: 06/01/24 **to** 12/31/25	**Subaward Amount Requested:** $ 25,000	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

JG

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	$ 1,000,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 03/01/24
Print Name and Title: Kevin Biersack, Financial Services Director	**Phone Number:** 760-770-0340

Cal OES Staff Only: SUBAWARD # LC23 01 6320

Grant Subaward Service Area Information

AB Grant Subaward #: LC23 01 6320

AB Subrecipient: ~~City of~~ Cathedral City, City of

1. County or Counties Served:

   Cathedral City is located in Riverside County, CA

   County where principal office is located: Riverside County

2. U.S. Congressional District(s) Served:

   Cathedral City is located in California Congressional District 41 and California Congressional District 25.

   U.S. Congressional District where principal office is located: CA District 25

3. State Assembly District(s) Served:

   Cathedral City is located in State Assembly District 47.

   State Assembly District where principal office is located: State Assembly District 47

4. State Senate District(s) Served:

   Cathedral City is located in State Senate District 32 and State Senate District 18.

   State Senate District where principal office is located: State Senate District 32

5. Population of Service Area: 52,494 per US Census data

Cathedral City

Staff Report

City Council

Item No. 5.I

Meeting Date:	August 14, 2024
From:	John A. Corella, Director of Public Works
Title:	Resolution to Authorize the City Manager, or Designee, to Submit an Application for Fiscal Year 2024 Safe Streets and Roads Safe for All Grant Program for a Comprehensive Safety Action Plan.

RECOMMENDATION:

To adopt a resolution authorizing submittal of an application for the fiscal year 2024 Safe Streets and Roads for All (SS4A) Grant program to the United States Department of Transportation (USDOT) for a grant funding opportunity to create a Comprehensive Safety Action Plan, and authorize the City Manager, or his designee, to execute all documents necessary to implement and secure payments.

BACKGROUND:

On November 15, 2021, the Infrastructure Investment and Jobs Act (also referred to as the "Bipartisan Infrastructure Law" or "BIL") established the Safe Streets and Roads for All (the "SS4A") discretionary grant program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the "USDOT") under Division J, Title VIII of BIL to implement the program.

The purpose of the SS4A grant program is to improve roadway safety by significantly reducing and eventually eliminating roadway fatalities and serious injuries. The program focuses on the development of a Comprehensive Safety Action Plan (Action Plan) and its implementation for all users of highways, streets, and roadways, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators.

On April 16, 2024, the USDOT released the FY 2024 Notice of Funding Opportunity (NOFO) for the SS4A program. The closing date for applications is August 29, 2024.

The funds are available to provide federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives. The program provides funding to develop tools to strengthen a community's approach to roadway safety and save lives and prevent serious harm.

The estimated total funding available is $1.26 billion. Funds for the FY 2024 SS4A grant program are to be awarded on a competitive basis, with an award amount ranging from $100,000 to $25 million. The SS4A grant program requires a local match of no less than 20 percent of the total project funding cost.

The SS4A program provides funding for two types of grants:

- Planning and Demonstration Grants provide federal funds to develop, complete, or supplement an action plan. Having an action plan in place is the foundation of the SS4A grant program. The goal of an action plan is to develop a holistic, well-defined strategy to eliminate roadway fatalities and serious injuries in a locality, Tribal area, or region.

- Implementation Grants provide federal funds to implement projects and strategies identified in an eligible action plan to address a roadway safety problem.

As a political subdivision of a State, the City of Cathedral City is eligible to apply for this SS4A grant funding opportunity.

The City of Cathedral City is looking at the Planning and Demonstration Grant funding opportunity to develop a Comprehensive Safety Action Plan. The plan will include evaluating roadway safety for all modes of travel, incorporating safe routes to school, and planning and surveying of the existing pedestrian network for accessibility issues in an effort to establish safe routes for all.

DISCUSSION:

Currently, the city has several plans such as Local Road and Safety Plan (LRSP), Active Transportation Plan (ATP), and the Americans with Disabilities Act (ADA) Transition Plan, that identify projects and set goals and objectives to eliminate roadway fatalities and serious injuries. These plans need to be updated at least every five years and are required for the city to obtain grant funding from federal or state programs when funding opportunities are available.

The SS4A program provides the opportunity to update and incorporate the above-mentioned plans into one comprehensive document that will be acceptable under federal and state programs to apply for grant programs including but not limited to the Active Transportation Program (ATP), the Safe Routes to School Program, and the Highway Safety Improvement Program (HSIP). The benefit of a single Comprehensive Safety Action Plan is to allow the city to optimize its grant application process.

Additionally, development and updates of separate safety plans incorporated into one Comprehensive Safety Action Plan will no longer be necessary.

The proposed estimated time to develop the Comprehensive Safety Action Plan will be 18 months. During this period, the city will work with engineering and planning specialists to conduct safety audits and studies throughout the city. A committee will also be established to perform community outreach to discover citizen’s concerns and help identify evidenced

based low-cost, high-impact strategies to reduce risk for all road users, with special consideration for disadvantaged communities. The Comprehensive Safety Action Plan will establish a ranking system to identify the top priority corridors and intersections for implementation while adopting innovative technologies. The city will use this plan to set safety goals and policies to promote safety and equity throughout the city.

The estimated cost to develop the Comprehensive Safety Action Plan is $499,700. The SS4A Grant Program requires a local match of no less than 20 percent (20%) of the total project funding cost. Staff have identified Measure A funds that may be used for the local match and will encumber (reserve) those funds for potential utilization. If awarded, the Comprehensive Safety Action Plan will be funded as follows:

SS4A Federal Funds (80%)	$399,760.00
Local Match – Measure A (20%)	$ 99,940.00
Total Estimated Cost	$499,700.00

Staff are requesting to adopt a resolution authorizing submittal of application for the fiscal year 2024 Safe Streets and Roads for All (SS4A) Grant Program to the United States Department of Transportation for grant funding opportunity, and authorize the City Manager, or his designee, to execute all documents necessary to implement and secure payments.

One of the components of the Comprehensive Safety Action Plan includes leadership commitment and goal setting. This will be an official public commitment by the City Council to eventually achieve a goal of zero roadway fatalities and serious injuries for the city. By adopting this resolution, the city takes the first step towards the leadership commitment and goal setting of the Comprehensive Safety Action Plan.

Overall, staff is requesting the City Council adopt a resolution to authorize the City Manager, or designee, to submit an application for Fiscal Year 2024 Safe Streets and Roads Safe for All Grant program for a Comprehensive Safety Action Plan.

FISCAL IMPACT:

The adoption of the resolution does not have a fiscal impact at this time. Staff will bring back this item to the City Council for approval of the respective grant participation funding from available budget funds if awarded this grant.

FIVE-YEAR STRATEGIC PLAN:

GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. Resolution Adopting Submital of Application for FY2024 Safe Street and Roads for All Grant Program

RESOLUTION 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ADOPTING SUBMITTAL OF APPLICATION FOR THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM FOR WHICH THE CITY OF CATHEDRAL CITY IS ELIGIBLE.

WHEREAS, Public Law 117-58 signed on November 15, 2021, enacted the Infrastructure Investment and Jobs Act (also referred to as the "Bipartisan Infrastructure Law" or "BIL") to authorize funds for Federal-aid highways, highway safety programs; and

WHEREAS, the Bipartisan Infrastructure Law, Section 24112, established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program and appropriates funds to the United States Department of Transportation (the "USDOT") under Division J, Title VIII of BIL to implement the program; and

WHEREAS, the SS4A program supports the U.S. Department of Transportation's National Roadway Safety Strategy and the goal of zero roadway deaths using a Safe System Approach; and

WHEREAS, on April 16, 2024, the USDOT released the Fiscal Year (FY) 2024 Notice of Funding Opportunity (NOFO) for the SS4A program; and

WHEREAS, the SS4A program provides funding for Planning and Demonstration Grants and Implementation Grants; and

WHEREAS, the SS4A program supports the development of a comprehensive safety action plan that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues; and

WHEREAS, the City of Cathedral City, as a political subdivision of a State, is an eligible applicant for the SS4A Grant Program; and

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL is authorized to submit an application to USDOT for the FY 2024 Safe Streets and Roads for All Grant Program; and

BE IT FURTHER RESOLVED that the CITY MANAGER, or his/her designee is hereby authorized and empowered to execute in the name of the CITY OF CATHEDRAL CITY all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project; and

BE IT FURTHER RESOLVED that this authorization is effective from the date of adoption.

PASSED, APPROVED AND ADOPTED this 14th day of August 2024.

_____

Mark Carnevale, Mayor
Cathedral City

ATTEST:

_____

Tracey R. Hermosillo, City Clerk
Cathedral City

I, TRACEY R. HERMOSILLO, CITY CLERK of the City of Cathedral City, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Cathedral City held on the 14TH day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Tracey R. Hermosillo, City Clerk

APPROVED AS TO FORM:

_____

Eric S. Vail, City Attorney

Staff Report

City Council

Item No. 5.J

Meeting Date: August 14, 2024

From: John A. Corella, Director of Public Works

Title: Approval of the Reimbursement Agreement between CVAG and the City of Cathedral City for the CVAG Varner Road I-10 Bypass Feasibility Study

RECOMMENDATION:
To approve a reimbursement agreement between the Coachella Valley Association of Governments (CVAG) and the City of Cathedral City (City) for the CVAG Varner Road I-10 Bypass Feasibility Study; and authorize the City Manager to execute the Agreement; and approve funding for the agreement obligations in an amount not to exceed $86,463.47.

BACKGROUND:

For years, the Coachella Valley Association of Governments (CVAG) has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and the implementation of intelligent transportation system infrastructure (ITS) in the Coachella Valley. In 2015, CVAG released its request for proposals (RFP) for the signal synchronization project (CV Sync) identifying three primary corridors, Highway 111, Washington Street and Ramon Road, and 18 secondary corridors for traffic signal synchronization upgrades.

The CV Sync Project consists of upgrading the existing traffic signal controllers, traffic management systems, and communication systems within local agencies. The upgrades include the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization.

In February 2018, the CVAG Executive Committee approved the Master Plan for CV Sync. In February 2021, the CVAG Executive Committee awarded the construction of Phase I of the CV Sync project.

Phase I of the project was completed in June 2023 and is now operational and spans over the three primary regional corridors: Highway 111, Ramon Road and Washington Street. The project improvements included advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as integrated corridor

management (ICM), Smart Cities, and connected and autonomous vehicles.

In addition, Phase I of CV Sync project included a regional traffic management center (RTMC) and local traffic operation centers (TOC) that have the capability to monitor, and control connected traffic signals, and provide analytical data to help determine regional system enhancements, operations, and maintenance.

In December 2022, the CVAG Executive Committee awarded the construction of Phase II of the CV Sync project to upgrade the following corridors: Indian Canyon Drive, Palm Canyon Drive, Sunrise Way, Gene Autry Trail, Vista Chino, Date Palm Drive, Dinah Shore Drive, Bob Hope Drive, Monterey Avenue, Portola Avenue, Cook Street, Country Club Drive, Fred Waring Drive, Jefferson Street, Monroe Street, Jackson Street, Avenue 48 & Avenue 50. This phase is under construction, and it is scheduled to be completed by December 2025.

Due to the regional effects of Tropical Storm Hilary in August 2023, CVAG staff launched Phase III of CV Sync by including Varner Road in its capacity as a bypass to Interstate 10.

Varner Road is primarily a two-lane roadway with its own history of flooding and logistical problems. Varner Road proved to be a critical route after Tropical Storm Hilary struck the Coachella Valley with an unprecedented destructive force in August 2023. The City of Cathedral City and other jurisdictions declared a state of emergency, dozens of roads were closed across the region, and Interstate 10 was shut down in both directions at several locations. Thousands of cars and trucks were detoured from the highway and onto a bypass route that extended from Washington Street to Palm Drive in Desert Hot Springs by utilizing Varner Road.

DISCUSSION:

On September 19, 2023, CVAG staff advertised a request for proposals (RFP) for professional engineering and intelligent transportation systems engineering for Varner Road Improvements. RFP proposals were due by October 31, 2023.

A selection committee was assembled to review the proposals. The committee included CVAG, Riverside County, Caltrans District 8, and the cities of Cathedral City and Palm Desert. Dokken Engineering was the consensus choice for contract negotiations. Discussions over the scope and cost proposal were completed on Friday, November 17, 2024.

At the December 4, 2023, CVAG joint meeting of the Executive and Transportation Committees, CVAG approved the Phase III of CV Sync and the Varner Road Improvements project. CVAG staff was also authorized to negotiate and execute reimbursement agreements with local jurisdictions, including the County of Riverside and the Cities of Indio and Cathedral City, for work related to an additional I-10 bypass and feasibility study.

CV SYNC Phase III Improvements will extend along a 22-mile stretch of Varner Road and will be fully designed with final plans, specifications and cost estimate (PSE). The final PSE is scheduled to be completed in March 2025.

Consistent with CV Sync phases I and II, CVAG will provide 100% of the costs associated with the Phase III of CV Sync project.

CVAG has agreed to be the lead agency for the Varner Road improvements, which extend from Palm Drive to Avenue 42. The proposed improvements required to establish Varner Road as the de-facto bypass to I-10 during emergency/incident management events will be carefully evaluated with potential projects, impacts, and costs to be summarized in a Varner Road Improvements feasibility study.

CVAG will provide 75% of the costs associated with Varner Road Improvements feasibility study. The remaining 25% to be funded with local shares was calculated by considering Varner Road overall miles, overall signals, overall drainage issue miles within the study area, and distributed between the City of Cathedral City, Riverside County and the City of Indio.

CVAG staff has prepared a reimbursement agreement for the Varner Road Improvements feasibility study between CVAG and the City of Cathedral City, for the city to reimburse CVAG 15.4% of the 25% local share for the design costs.

Staff are requesting that the City Council approve a reimbursement agreement between the Coachella Valley Association of Governments (CVAG) and the City of Cathedral City (City) for the CVAG Varner Road I-10 bypass feasibility study; and, authorize the City Manager to execute the agreement; and, approve to fund the agreement obligations in the amount not to exceed $86,463.47 with available funds from FY 2024-2025 Budget, Engineering Professional and Technical Service Fund, account number 100-100-150-156-8600-8601.

FISCAL IMPACT:

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	CVAG Reimbursement Agreement	100-100-150-156-8600-8601	C0XXXX	$86,463.47	ONE TIME
2024-2025	**Total**			**$86,463.47**	

Dokken Engineering proposal for the Varner Road Improvements feasibility study is in the amount of $2,245,804.50.

The Varner Road Improvements feasibility study will be 75% financed by CVAG and the remaining 25% (Local Share) will be distributed between the City of Cathedral City, Riverside County and the City of Indio per the attached agreement with CVAG.

Dokken Engineering Varner I-10 Bypass	$2,245,804.50	
CVAG	$1,684,353.38	(75%)
Local Share	$ 561,451.13	(25%)

Local shares are calculated by considering Varner Road overall miles, overall signals, overall drainage issue miles within the study area, and distributed between the City of Cathedral City, Riverside County and the City of Indio as shown below.

	Road Miles	%	Number of Signals	%	Drainage Issue Miles	%	Avg. Overall %
Riverside County	11.0	67.7	14	87.5	8.5	73.1	76.1
Cathedral City	**3.1**	**19.3**	**0**	**0.0**	**3.1**	**26.9**	**15.4**
City of Indio	2.1	13.0	2	12.5	0	0	8.5
	16.2	100.0	16	100.0	11.6	100	100

Local Share: $561,451.13

Riverside County 76.1% = $427,264.31
Cathedral City 15.4% = $ 86,463.47
City of Indio 8.5% = $ 47,723.35

The City's contribution to this project is $86,463.47. Staff is requesting approval of a not to exceed amount of $86,463.47 from available funds in FY 2024-2025 Budget Engineering Professional and Technical Services Fund, account number 100-100-156-8600-8601 to fund the agreement obligation.

FIVE-YEAR STRATEGIC PLAN:

Goal B: Community Investment

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. 1.Reimbursement Agreement by and between CVAG and the City of Cathedral City for the CVAG Varner Road I-10 Bypass Feasibility Study.
2. CVAG Joint Meeting of the Executive and Transportation Committees, December 4, 2023, Staff Report.

REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY
FOR THE
CVAG VARNER ROAD I-10 BYPASS FEASIBILITY STUDY

THIS AGREEMENT is made and entered into this **17th day of May 2024**, by and between **Cathedral City**, a municipal corporation, **("City")** and the **Coachella Valley Association of Governments**, a California joint powers authority, **("CVAG")**, and is made with reference to the following background facts and circumstances:

RECITALS

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 2002, has created a source of funds with which to construct such projects; and,

CVAG by agreement with its member agencies and with the Riverside County Transportation Commission ("RCTC"), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee "TUMF" Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

CVAG has planned for the regional synchronization of traffic signals, the modernization and standardization of hardware and software, and preparation for future intelligent transportation system infrastructure (ITS) in the Coachella Valley; and,

In February 2018, the Executive Committee approved the Master Plan for CV Sync; and,

In February 2021, the Executive Committee awarded the construction of Phase I of the CV Sync project; and,

In December 2022, the Executive Committee awarded the construction of Phase II of the CV Sync project; and,

In December 2023, CVAG's Executive Committee authorized the Executive Director to execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of $5,148,209, including contingency, for work along Varner Road to include CV Sync Phase III design and engineering and a feasibility study of an Interstate 10 bypass; and to negotiate and execute reimbursement agreements with the local jurisdictions for costs related to the I-10 bypass (study).

Whereas, CVAG will expend Measure A or TUMF funds to front the cost of the Varner Road I-10 Bypass Feasibility Study project with said expended funds to be reimbursed in part to CVAG by Cathedral City.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The Project is generally described as and consists of the following: **Varner Road I-10 Bypass Feasibility Study.** These services will hereinafter be referred to as the "Project".

2. The scope of work of the Project is more particularly described in **Exhibit "A"**, entitled "Scope of Services " attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in **Exhibit "B"** - "Estimate of Cost", attached hereto and made a part hereof.

3. The total estimated cost of the Project shall not exceed $5,148,209.00. CVAG shall coordinate the environmental studies, civil engineering and bypass analysis of the Project. CVAG shall be responsible to pay CVAG's Consultant for the Project. City shall reimburse CVAG its proportional share, 15.4% of a portion of the Local Share of the Project equal to $86,463.47, as detailed in **Exhibit "B"**.

4. CVAG may decline or delay regional funds to the Project should CVAG determine that such action is necessary to maintain a minimum balance of TUMF or Measure A funds.

5. CVAG shall be responsible for initial payment of all covered Project costs as they are incurred. Following payment of such costs, CVAG shall submit invoices to City requesting reimbursement of the City's Local Share of the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to CVAG, and documents evidencing CVAG's payment of the invoices or demands for payment. CVAG shall also submit a Project Completion Report, in a form acceptable to City, with each statement. CVAG shall submit invoices not more often than monthly and not less often than quarterly.

    6.1 Upon receipt of an invoice from CVAG, City may request additional

documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by City to CVAG within thirty (30) days.

6.2 If a post-payment audit or review indicates that City has provided reimbursement to CVAG in an amount in excess of the City's Local Share of eligible costs, CVAG shall reimburse City for the excess payments within thirty (30) days of notification by CVAG.

6. Prior to any final payment to CVAG by City, a final report shall be submitted to City by CVAG containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by City in accordance with CVAG rules, regulations and policies concerning project cost determination and expense eligibility.

7. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

8. CVAG shall maintain an accounting of all funds received from City pursuant to this Agreement in accordance with generally accepted accounting principles. CVAG agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by CVAG on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. CVAG shall permit City, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. City shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

9. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and City shall provide CVAG with immediate notice thereof.

11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by City or any of City's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

11.2 City shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of City; the commencement of any proceeding under any bankruptcy or insolvency law by or against City; entry of a court order which enjoins, restrains or in any way prevents City from paying sums owed to creditors.

10. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

11. This Agreement is made and entered into for the sole protection and benefit of CVAG and City and no third person shall have any right of action under this Agreement.

12. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as an owner or a partner or joint venture with City as to the Project. CVAG shall assume the defense of, indemnify and hold harmless the City and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of CVAG related to the Project or taken in the performance of this Agreement or any agreement entered into by City with reference to the Project.

13. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by City. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit any party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse City from full and timely performance in accordance with the terms of this Agreement.

14. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, City covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

15. City and CVAG warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. City will execute and deliver to CVAG such further documents and do other acts and things as CVAG may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.

16. This Agreement may not be assigned without the express written consent of CVAG first being obtained.

17. City and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

18. No officer or employee of CVAG shall be personally liable to City or any successor in interest, in the event of any default or breach by CVAG or for any amount with may become due to City or to its successor, or for breach of any obligation of the terms of this Agreement.

19. No officer or employee of CVAG shall have any personal 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 or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

20. CVAG warrants that the funds received by City pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

21. All notices or other communications required or permitted hereunder shall be in

writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to **Cathedral City:**
John A. Corella
Director of Public Works
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Telephone: (760) 770-0340

If to **CVAG**:
Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

22. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

23. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. In the event either party hereto brings an action or proceeding for a declaration of

the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

25. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.

26. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

27. City and CVAG warrant that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

28. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the above referenced date:

ATTEST:

By: _____
Tracy R. Hermosillo, City Clerk

CITY OF CATHEDRAL CITY

By: _____
Charles P. McClendon, City Manager

ATTEST:

By: _____
Allen McMillen, Contracts Analyst II

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

EXHIBIT "A"

SCOPE OF SERVICES

REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY
FOR THE
CVAG VARNER ROAD I-10 BYPASS FEASIBILITY STUDY

Varner Road is a de-facto bypass for Interstate 10 through much of the Coachella Valley. The Bypass Feasibility Study will evaluate improvements that could enhance the effectiveness of Varner Road's use in this capacity, including consideration of alternative strategies, and CV Sync.

Intelligent Transportation System elements will be added to the Varner Road corridor, including Avenue 42. These improvements will allow Varner Road to incorporated into CV Sync as "Phase III". Consistent with CV Sync phases I and II, CVAG will provide 100% of the costs associated with the CV Sync elements of this project.

EXHIBIT "B"

REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF CATHEDRAL CITY
FOR THE
CVAG VARNER ROAD I-10 BYPASS FEASIBILITY STUDY

Dokken Engineering Total Contract $5,148,209.00

		CVAG Share	Local Share
CV Sync Phase III	$2,902,404.50	$2,902,404.50 (100%)	$0
Varner I-10 Bypass	$2,245,804.50	$1,684,353.38 (75%)	$561,451.13 (25%)
		$5,148,209.00	

Dokken Engineering Varner I-10 Bypass $2,245,804.50
CVAG $1,684,353.38 (75%)
Local Share $ 561,451.13 (25%)

Local Shares calculated by Varner Road overall miles, overall signals, overall drainage issue miles within study area.

	Miles	%	Signals	%	Drainage Issue Miles	%	Avg Overall %
Riverside County	11.0	67.7	14	87.5	8.5	73.1	76.1
Cathedral City	3.1	19.3	0	0	3.1	26.9	15.4
City of Indio	2.1	13.0	2	12.5	0	0	8.5
	16.2	100	16	100	11.6	100	100

Local Share: $561,451.13

Riverside County 76.1% = $427,264.31

Cathedral City 15.4% = $86,463.47

City of Indio 8.5% = $47,723.35

The project was kicked-off with the Consultant on February 13, 2024. Project costs will be retroactive to that date,

ITEM 12D

Coachella Valley Association of Governments
Joint Meeting of the Executive & Transportation Committees
December 4, 2023

STAFF REPORT

Subject: **CV Sync Phase III and additional Environmental and Engineering Services along Varner Road**

Contact: Eric V. Cowle, Transportation Program Manager (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to:

1. **Execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of $5,148,209, including contingency, for work along Varner Road to include CV Sync Phase III design and engineering and a feasibility study of an Interstate 10 bypass;**
2. **Negotiate and execute reimbursement agreements with the local jurisdictions for costs related to the I-10 bypass**

Background: CVAG is currently working with its member jurisdictions on a regional signal synchronization program known as CV Sync. Phase I of CV Sync addressed the top three prioritized corridors from the project's Master Plan, which were Highway 111, Ramon Road and Washington Street. Phase I construction was completed at the end of June 2023.

In April 2018, the CVAG Executive Committee expanded CV Sync for Phase II, which focused on the next 18 top-ranked corridors:

Monterey Avenue	Gene Autry Trail	Country Club Drive*
Cook Street	Date Palm Drive	Monroe Street
Palm Drive	Indio Boulevard	Avenue 48
Bob Hope Drive*	Jefferson Street	Sunrise Way
Fred Waring Drive*	Palm Canyon Drive	Indian Canyon Drive
Dinah Shore Drive*	Vista Chino*	Jackson Street

While these corridors cross every jurisdiction in the Coachella Valley, some streets are noted with an asterisk because this regional project does not include work in the City of Rancho Mirage.

At the time that final plans progressed on Phase I and preliminary design began on Phase II, staff from CVAG's member jurisdictions were reviewing the project as part of the Technical Transportation Advisory Sub-Committee (TTAS). The TTAS members made the case that four additional corridors should be added to Phase II. Development of intelligent transportation system (ITS) technology on these four additional corridors – Portola Avenue, Avenue 50, Avenue 44 and Varner Road/Avenue 42 – would largely complete the regional network that the individual jurisdictions currently manage. At its February 22, 2021 meeting, the Executive Committee authorized environmental studies and engineering design for Portola Avenue, Avenue 50 and

Avenue 44. Avenue 50 was authorized for construction in Phase II of CV Sync by the Executive Committee at its April 24, 2023 meeting, bringing the total corridors under construction to 19 corridors

Staff is now recommending that CVAG launch Phase III of CV Sync by working on Varner Road's engineering and design. In addition to CV Sync related improvements, staff is recommending a feasibility study be completed to effectively design Varner Road as a bypass to Interstate 10.

Varner Road is primarily a two-lane roadway with its own history of flooding and logistical problems. And it proved to be a critical route after Tropical Storm Hilary struck the Coachella Valley with an unprecedented destructive force in August 2023. Several member jurisdictions declared a state of emergency, dozens of roads were closed across the region, and Interstate 10 was shut down in both directions at several locations. Thousands of cars and trucks were detoured from the highway and onto a bypass route that extended from Washington Street to Palm Drive in Desert Hot Springs by utilizing Varner Road. The importance of having routes like this was also highlighted by Shailen Bhatt, the Federal Highway (FHWA) Administrator, during the keynote address at the Intelligent Transportation Society of California's Annual Conference on October 17, 2023 in Anaheim. The presentation highlighted the need for safe and efficient bypasses to the Interstate Highway System, particularly when incidents and natural disasters occur.

CVAG staff advertised a Request for Proposals (RFP) on September 19, 2023 for Professional Engineering and Intelligent Transportation Systems Engineering for Varner Road improvements. RFP proposals were due by October 31, 2023. Four engineering firms submitted proposals: Albert A. Webb Associates, Dokken Engineering, Kimley Horn Associates Inc. and Michael Baker International.

A Selection Committee was assembled to review the proposals. The Committee included CVAG, Riverside County, Caltrans District 8 and the cities of Cathedral City and Palm Desert. The Committee scored the proposals and selected the top two consultant teams to be interviewed. The Committee interviewed Dokken Engineering and Michael Baker International on Wednesday, November 15, with Dokken Engineering being the consensus choice for contract negotiations. Discussion over the scope and cost proposal were completed on Friday, November 17.

Staff is now recommending the Executive Director be authorized to execute a contract with Dokken. Staff is also recommending the Executive Director be authorized to negotiate and execute reimbursement agreements with local jurisdictions, including the County of Riverside and the Cities of Indio and Cathedral City, for work related to the I-10 bypass and feasibility study. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying revisions before execution.

CV SYNC Phase III Improvements will extend along a 22-mile stretch of Varner Road and will be fully designed with final Plans, Specifications and Cost Estimate (PSE) Package(s) as well as construction and implementation support provided. Final PSE is scheduled to be completed in March 2025.

The Varner Road improvements, which extend from Palm Drive to Avenue 42, will be evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The proposed improvements needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events will be carefully evaluated with potential projects, impacts, and costs to be summarized in a Varner Road Improvements Feasibility Study. A partnership with Caltrans in developing an Integrated

Corridor Management Plan will be a key component of the overall strategy to bypass Interstate 10. In addition, the Dokken team will work closely with on-going design work by CVAG and its Flooding and Blowsand project as well as design work underway in Cathedral City along Varner Road. The feasibility study is scheduled to be completed in May 2025.

Fiscal Analysis: Dokken Engineering's proposed cost to prepare final PSE and support through construction for CV Sync Phase II, combined with a Feasibility Study for enhancing the safety and efficiency of Varner Road as a de facto bypass to I-10, is $4,680,190. This was significantly lower than the bid from the second-ranked firm.

A substantial amount of this cost is related to the civil engineering required for a I-10 bypass concept. The feasibility study will require significant hydrology and preliminary engineering. CVAG staff is in discussions with local jurisdictions, including the County of Riverside and the Cities of Indio and Cathedral City, to address the local cost share.

Staff is recommending a 10% contingency of $468,019, bringing the total contract cost would be $5,148,209. Regional transportation funding is available for this project.

Attachments:

1. Dokken Engineering Proposal: https://cvag.org/pdf/cvsync/Dokken.pdf
2. Engineering Services Contract
3. Location Map

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

DOKKEN ENGINEERING

THIS AGREEMENT is made and effective as of December 4, 2023 between the Coachella Valley Association of Governments ("CVAG") and Dokken Engineering ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **December 4, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **May 31, 2025,** unless sooner terminated or extended pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING, TRAFFIC ENGINEERING, AND ITS SYSTEMS ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **CV SYNC PHASE III AND VARNER ROAD IMPROVEMENT (VARNRR/AVENUE 42) PROJECT**, released on September 19, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$5,148,209** without a written amendment.

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4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this

Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than $1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than $1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than $1,000,0000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event

Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of “A-“ Financial Category “X”, and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its

members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:
Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

To Consultant:
Michael Greer, Project Manager
Dokken Engineering
1450 Frazee Road, Suite 100
San Diego, CA 92108

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERMENTS

By:_____
Tom Kirk, Executive Director

Dokken Engineering

By: _____
John Klemunes, President

EXHIBIT “A”

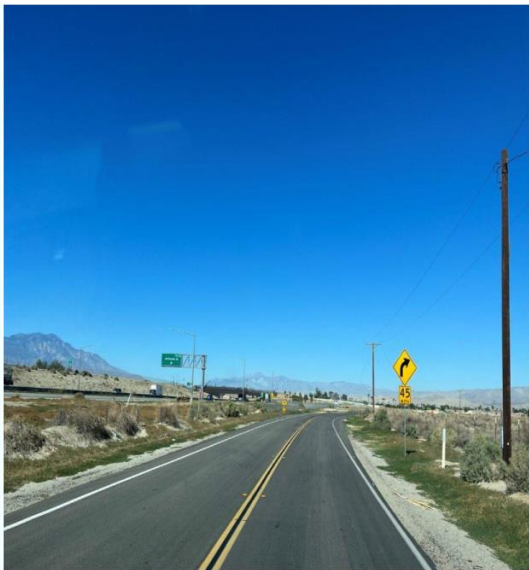
SCOPE OF WORK

CVAG





5. WORK PLAN



5. WORK PLAN

PROJECT UNDERSTANDING

Our Dokken Engineering Team has thoroughly evaluated CVAG's RFP for Professional Engineering, Traffic Engineering, and ITS Systems Engineering Services for CV SYNC Phase III and Varner Road Improvements Feasibility Study. We attended the pre-proposal meeting and have thoroughly read through the Addendum, dated October 17, 2023, to understand the project needs and goals. We understand that the CV SYNC Phase III Improvements, with 22-mile limits as described in the next section, shall be fully designed with final PS&E Package(s) as well as construction and implementation support provided. We also understand that the Varner Road Improvements, along the 18-mile corridor from Palm Drive to Avenue 42, are to be evaluated from a traffic safety and capacity perspective with development of design alternatives to present solutions to the existing drainage issues. The proposed improvements needed to allow Varner Road to serve as the de-facto bypass to I-10 during emergency/incident management events will be carefully evaluated with potential projects, impacts, and costs to be summarized in a Varner Road Improvements Feasibility Study.

PROJECT UNDERSTANDING – CV SYNC PHASE III IMPROVEMENTS AND ICM EVALUATION

Dokken Engineering has teamed with ADVANTEC, who has been working with CVAG and their stakeholders since 2016 to provide planning, design, signal timing/synchronization, construction support, and post-construction support as part of the CV SYNC Phase I and Phase II Projects. In addition, ADVANTEC provided preliminary analysis on the Phase III – Varner Road/Avenue 42 Corridor during the planning phase of the program. They are currently working with CVAG preparing the System Operations, System Maintenance, and System Management Manuals to support the CV Sync Program.

CV Sync Phase III Project – The CV Sync Phase III proposed improvements are along Varner Road from Palm Drive to Avenue 42, and Avenue 42 from Varner Road to Golf Center Parkway. The total corridor length is approximately 22 miles with a total of 23 traffic signals. Segments of the corridor are owned and maintained by the City of Cathedral City, County of Riverside, Caltrans, and the City of Indio. It is anticipated that the CV SYNC Phase III Project will follow the same planning, design, implementation, and operations as the Phase I and Phase II Projects that were delivered by ADVANTEC, with the exception that this Phase III Project will be managed by Dokken Engineering. The ITS field technologies including QFree advanced traffic controllers (ATC), Bosch Closed Circuit Television (CCTV) System, Daktronics Changeable Message Signs (CMS), Iteris Video Detection System (VDS), C-V2X Yunex Roadway Side Units (RSUs), Acyclica Wi Fi/Bluetooth Arterial Management System (AMS) will be incorporated as part of the CV SYNC Phase III Project. In addition, a fiber optic/wireless secured communication system will be designed and will be integrated to the Phase I and Phase II communication network via proposed and existing communication hubs that will be connected to the Regional Traffic Management Center (RTMC), Cities Traffic Operations Center, (TOCs), County of Riverside TOC, and Caltrans District 8 TMC using the CV Sync workstation. Consistent with the approach to Phase I and Phase II of CV SYNC Projects, the planning and design phases will assume the use of wireless communications through tribal nation lands to avoid ground disturbance. These field elements will be connected to QFree Kinetic Mobility, Genetec Video Management System, and Eximus Asset Management Software. We will include other facilities to be part of the CV SYNC Phase to support management of Special Events at the Acrisure Hockey Arena; connectivity to City of Rancho Mirage Public Works Yard; and connectivity to the California Highway Patrol facility. In order to provide a reliable wireless communication network, our team recommends providing backhaul communication radios at the roof of the Agua Caliente Casino in the City of Rancho Mirage and Fantasy Springs Casino in the City of Indio and connect it to the proposed wireless communication system along Varner Road and Avenue 42 to the CV SYNC RTMC. Our proposed approach will also allow the Agua Caliente and Cabazon Band of Mission Indians Tribal Nations to be major stakeholders of the CV SYNC Program. We will



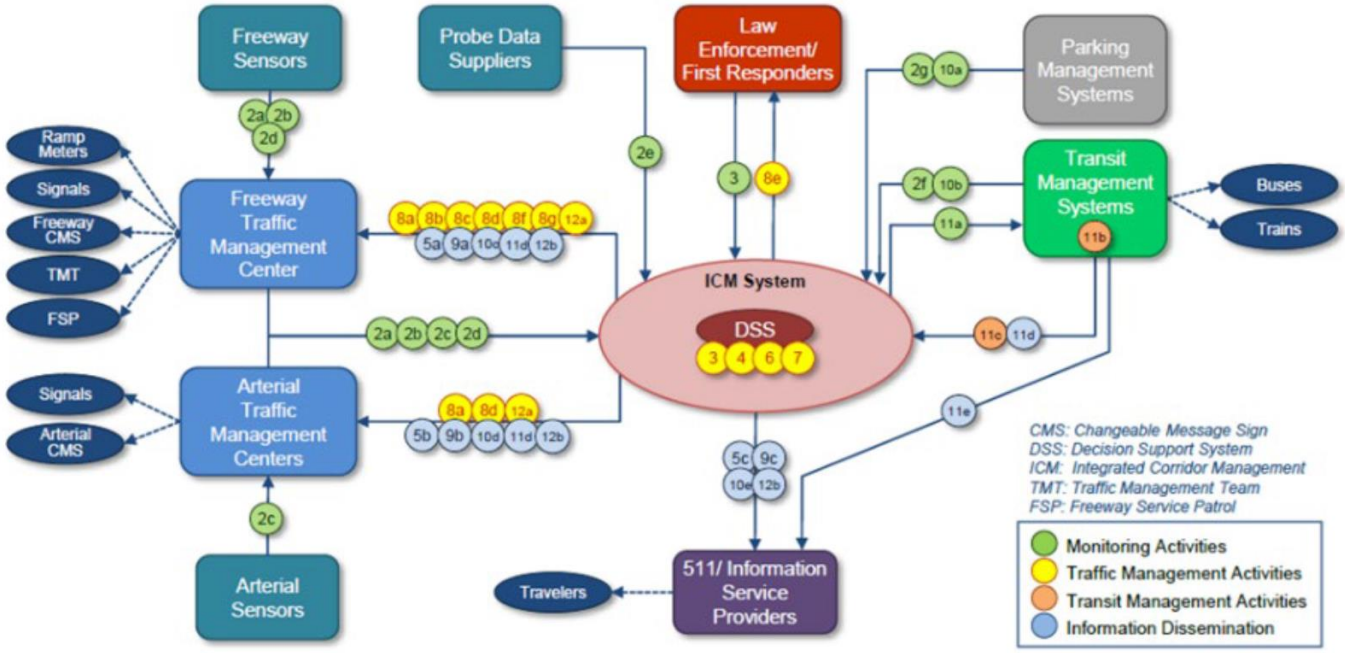


provide all the necessary planning, design, and project implementation support as described in our Work Plan. Our team anticipates the proposed communication system for CV SYNC Phase III improvements as shown in the table below.

CV SYNC PHASE III PROPOSED CORRIDOR COMMUNICATIONS SUMMARY TABLE

Additional Corridors	Corridor Limits	Proposed Communication Improvements
Varner Road	From Palm Drive to Ramon Road	Wireless Communications
Varner Road	From Ramon Road to Avenue 42	Fiber Optic Communications
Avenue 42	From Varner Road to Golf Center Drive	Fiber Optic Communications
Golf Center Drive	From Avenue 42 to I-10 Freeway	***Potentially Not-a-Part of the Phase III Project***

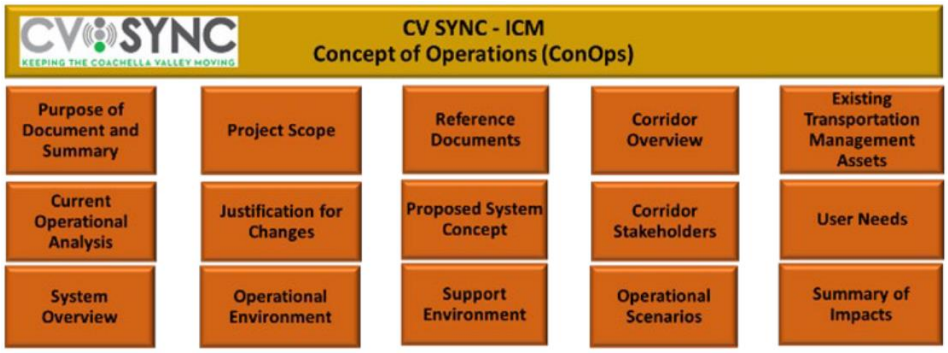
INTEGRATED CORRIDOR MANAGEMENT (ICM) FIGURE



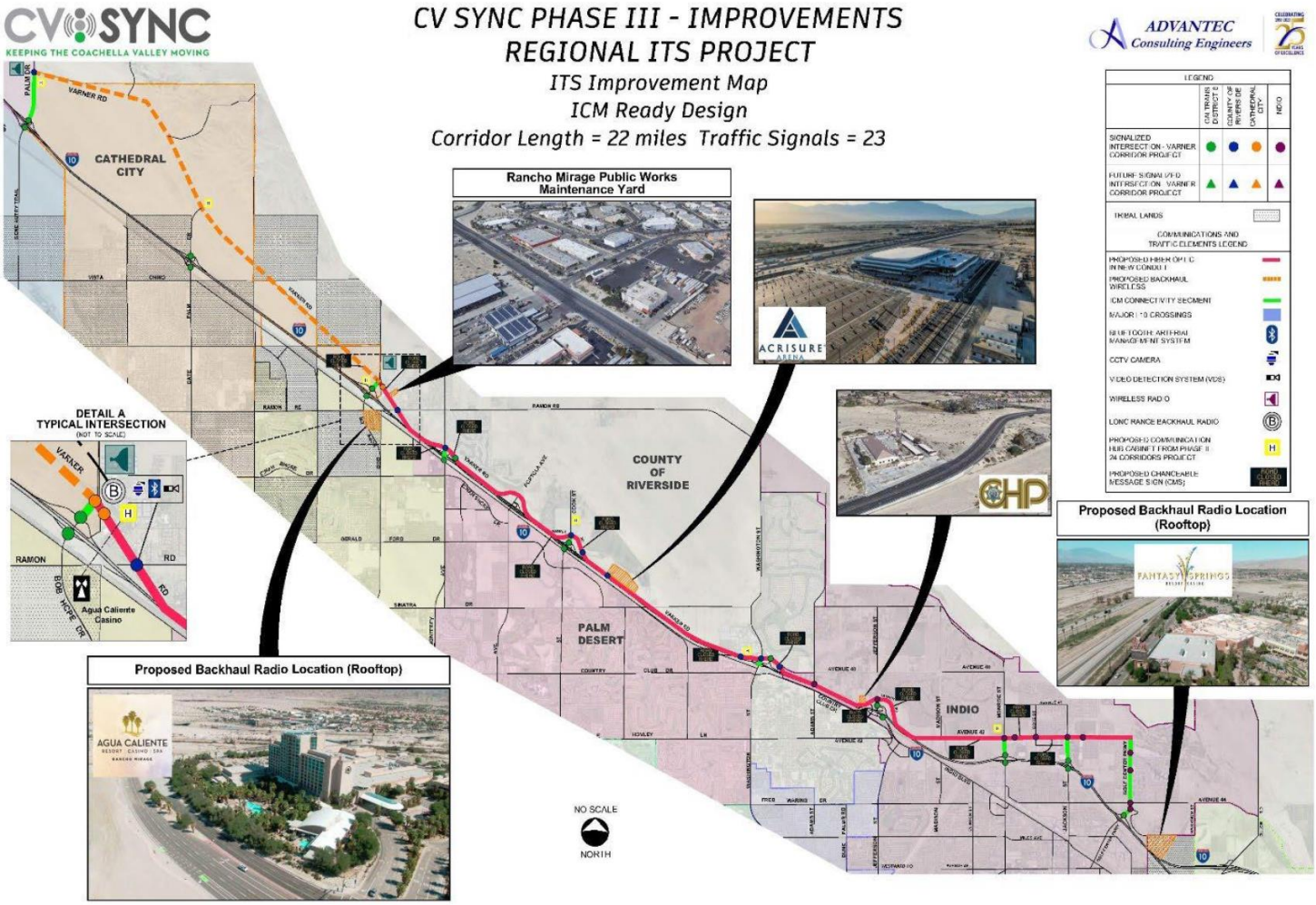
Integrated Corridor Management (ICM) – CVAG wants to evaluate a potential ICM System in the Coachella Valley that will provide connectivity to Caltrans District 8 that will allow real-time coordination and management of major non-recurring events (e.g., accidents, weather events, etc.) along the I-10 freeway and provide travel time messages and detour routes to motorists to properly exit the I-10 freeway and take the Varner Road/ Avenue 42 Corridor or other CV Sync Corridors; and allow motorist to get back safely to the I-10 freeway after the incident area. The ICM component will be evaluated along Varner Road from Palm Drive to Avenue 42, and Avenue 42 from Varner Road to Golf Center Parkway. ***At this time, we are anticipating that the segment along Golf Center Drive from Avenue 42 to the I-10 interchange is not included; but it is recommended for the planning, design, and integration of an Integrated Corridor Management (ICM) with Caltrans District 8***. The Golf Center Drive Corridor was not a Phase I or Phase II Corridor, but it was ranked No. 25 as a Priority Corridor in the Coachella Valley (based on the approved ITS Master Plan Priority Corridors Chapter). Other connectivity points from Varner Road/Avenue 42 to the I-10 freeway (e.g., Monterey Avenue, Cook Street, Jefferson Street, etc.) are not part of the CV Sync



Phase III Project but will be included as part of the ICM evaluation phase. These interchanges were part of CV Sync Phase I and Phase II Projects and the CV Sync technologies and fiber optic/cellular/wireless communications will be in placed prior to construction of the Phase III improvements. The ICM Phase will require coordination with Caltrans and the corresponding jurisdictions. Current TPPS projects will be evaluated for potential incorporation into any concept level roadway improvements tied to the ICM Phase. We anticipate that the ICM related roadway and traffic signal improvements will be presented at ***concept design level***. Our team will provide an ICM Concept-of-Operations (ConOps), Incident Scenarios, Exhibits, and ICM Architecture as part of our ICM deliverables. The figure below shows the limits of the CV Sync Phase III Project improvements and proposed ICM study segments to bring connectivity to the I-10 Freeway.



CV SYNC PHASE III and PROPOSED ICM STUDY SEGMENTS FIGURE



PROJECT UNDERSTANDING – VARNER ROAD IMPROVEMENTS FEASIBILITY STUDY

Our **team has identified three key project challenges** including drainage system modification design considerations, planned roadway widening (Palm Drive to Bob Hope Drive) design considerations, and stakeholder communication and coordination considerations while analyzing the Varner Road, from Palm Drive to Avenue 42, Improvements Feasibility Study Project. These challenges, along with an overview our team's unique solutions, have been outlined below and further elaborated on pages that follow to **highlight the benefit our Dokken Engineering Team brings to you**.

CVAG/PROJECT CHALLENGE	DOKKEN TEAM SOLUTIONS	BENEFIT(S) TO CVAG
Drainage System Modification Design Considerations		
The flooding along I-10 and Varner Road was recently evidenced during Storm Hilary. There are several cross-culverts and low-water crossing upgrades needed to alleviate this issue. Specifically, cross-culverts within Caltrans' ROW and low-water crossings along Varner Road, with FEMA's floodplain north of I-10, will need to be evaluated to determine preliminary design options.	We believe the first steps to analyzing this issue are to develop a comprehensive and agreed upon Hydrology Map of the Whitewater Watershed in this vicinity of the Coachella Valley. The hydrology and contour mapping will need to account for all existing above and below ground drainage patterns as well as aeolian windblown blow sand migration patterns. We will coordinate with CVWD on the floodplain and locations of flooding as related to drainage system flow rates and sediment transport in the system.	Our team has provided engineering solutions in the Coachella Valley for years. We worked with CVAG, Palm Springs, and Riverside County to construct a modified interchange at Indian Canyon Drive. Our lead drainage engineer was one of the hydrologic and hydraulic modelers for the Whitewater River Levee project and is very familiar with the floodplain and challenges specific to this immediate project area.
Planned Roadway Widening (Palm to Bob Hope) Design Considerations		
A portion of the recent traffic backup along Varner Road experienced during Storm Hilary was related to insufficient roadway capacity along certain roadway segments and at signalized intersections. The segments along Varner Road, from Palm Drive to Bob Hope Drive, are currently listed in the SCAG FTIP to have capacity-increasing improvements. Alternative analysis on the optimal roadway alignment and widening options will be completed for this project.	Dokken has extensive experience preparing feasibility studies for large and small projects. Corridor upgrade projects, such as this one, require a big picture perspective to ensure proposed improvement at any one location, roadway segment, or intersection do not create potential additional issues at another. Our team at Dokken is skilled at working with our clients and sub consultants to find solutions that work best for all. Evaluation of intersection alternatives that meet the goals of adjacent property owners while minimizing property impacts, increasing capacity, and improving safety for all users is something we take great pride in.	Our team has prepared several feasibility study and project report type documents for our clients. With in-house environmental, structural, and right-of-way engineers that have been delivering projects together for years CVAG can be assured that our team will be efficient, thorough, and accurate with our assessment of design options and alternatives. We are also currently coordinating with ADVANTEC to provide construction support for a Bridge Widening Project over UPRR in Palm Springs.
Stakeholder Communication and Coordination		
This project has invested interest from Cities and other nearby stakeholders including businesses, residents, schools, and tribal nations. The proposed corridor improvements will directly impact accessibility and emergency response for all, so garnering their input will be critical to successful delivery of the project.	We have extensive expertise providing project updates to executive committees, City staff, residents, business owners, and other community stakeholders. Our team is familiar with this corridor and will ensure that proposed improvements minimize property and utility impacts by maintaining existing infrastructure. We know that clear **communication keeps everyone informed of the project status** and schedule.	Our **proactive approach to communication** with stakeholders using available technology and exhibits that are easy to read and comprehend will enable our team to resolve questions or concerns in a timely manner and **minimize any miscommunication** regarding project goals, improvements, and potential impacts or utility conflicts.

This section elaborates a bit more on each of the afore-mentioned design challenges that are anticipated on this project. We have also included Project Overview Exhibits within **Appendix 6.5** to help distinguish between the limits of each and identify areas of drainage analysis concern and potential widening along the corridor.

DRAINAGE SYSTEM MODIFICATION DESIGN CONSIDERATIONS

Existing terrain along the corridor is generally sloping from north to south, with varying grades between the slopes and high elevation points at Palm Drive and Date Palm Drive. There are several existing low water crossings along the corridor that our team will evaluate options for upgrades such as reinforced concrete pipes or box culverts as needed for this project. When minor modifications are proposed we have in-house structural designers that can provide structural designs and calculations that document proposed modifications. As part of this project's hydraulics and hydrology analysis, a review of the current hydromodification requirements as related to these proposed improvements will be conducted to ensure water quality treatment features, that minimize utility conflicts, are proposed where needed. Thus, proper analysis of existing hydrology and flow patterns paired with an in-depth understanding of the drainage patterns, existing drainage facilities, and water quality treatment options will allow our team as well as CVAG and the CVWD to meet the project's goals while adhering to current drainage and water quality treatment standards.



PLANNED ROADWAY WIDENING (PALM TO BOB HOPE) DESIGN CONSIDERATIONS

For the Varner Road widening feasibility study, we would also look to project partners such as CVWD to develop complementary facilities such as a raised roadway section that acts as a levee to prevent flooding of I-10. The northside toe of the roadway prism could be excavated into a longitudinal basin which would provide fill for the roadway prism but also capture and infiltrate flood flows. As the entire north side of I-10 is FEMA designated floodplain, it will be critical to account for the floodplain hydrology and hydraulics to understand drainage paths and design facilities that are able to prevent the roadway from flooding in the future. This may include joint use facilities such as flood control basins that can capture flood flows and then infiltrate off-peak, off-site diversions, and other larger-scale facilities that are capable of collecting and conveying flood waters away from Varner Road. This section along Varner Road as highlighted below, between Palm Drive and Bob Hope Drive is currently listed for widening from a two-lane to a four-lane roadway in SCAG's FTIP, thus not subject to VMT Traffic Analysis as other roadway widening segments would be. Additional improvements along the corridor will be evaluated to understand the traffic mobility needs of each intersection and specific turning movements and pocket lengths.



STAKEHOLDER COMMUNICATION AND COORDINATION

Proper coordination to understand the needs and preferences of the community will ensure stakeholders are heard and their input incorporated into project improvements. With in-house Right of Way Agents our team can coordinate with homeowners on CVAG's behalf to expedite processes and alleviate the CVAG of this burden if needed once proposed improvements and easement needs are confirmed. There are a few areas along the project, specifically along steep slopes, that may benefit from the addition of retaining walls to help minimize impacts to adjacent properties. The type of retaining walls to be designed and constructed will depend on many factors including the height of the wall, available width and right of way to build the wall, geotechnical design parameters, and the aesthetic appeal of the wall considering local input.

SCOPE OF WORK – CV SYNC PHASE III IMPROVEMENTS

TASK 1 – PROJECT INITIATION, MANAGEMENT, AND COORDINATION

Subtask 1.1 Meetings and Coordination

- Integrated Corridor Management (ICM) Caltrans and Stakeholders Coordination
- Kickoff Meeting (1)
- Project Meetings (14)
- ICM Meetings (12), and
- TSMO Meetings (12)

Subtask 1.2 Project Administration

Task 1 Deliverables: *Project Management; Project Coordination with CVAG, Cities, Caltrans, and County; ICM Planning/Coordination with Caltrans and Stakeholders; Project Meetings; ICM Meetings; TSMO Meetings; Meeting Notices, Agendas, Minutes, and Presentation Materials; Technical Memos; Staff Reports and Attachments; Monthly Progress Report; Project Schedule; Stakeholder List; Team Coordination and Budget Monitoring*

TASK 2 – DATA COLLECTION AND FIELD REVIEW

Subtask 2.1 Data Collection and Field Review

Task 2 Deliverables: *Data Collection Inventory Matrix; Field Review and Notes; Photo Logs*

TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS

Task 3 Deliverables: *ICM Concept-of-Operations Report; Incident Scenarios; Exhibits; ICM Architecture*

TASK 4 – PRELIMINARY ENGINEERING

Task 4 Deliverables: *Preliminary Engineering and Cost Estimates (70 Sheets)*

TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE

Task 5 Deliverables: *Project Management; Project Coordination; Preparation of Documents/Details/Exhibits; Project Coordination Meetings*

TASK 6 – FINAL DESIGN

Subtask 6.1 Fiber Optic/Wireless Communications, RTMC, RTOC, and ITS Field Elements Plans and Details

Subtask 6.2 Technical Specifications, Special Provisions, and Hardware and Software Procurement List

Subtask 6.3 Construction Quantities and Engineer's Estimates

Task 6 Deliverables: *Fiber Optic/Wireless Communications, Secured Communication Network, RTMC, TOCs, and ITS Field Elements Plans and Details (189 Sheets); GIS Mapping of Final Approved Plans; Technical Specifications; Special Provisions; and Hardware and Software Procurement List; Construction Quantities and Engineer's Estimates*

TASK 7 – GRANT FUNDING APPLICATION SUPPORT

Task 7 Deliverables: *ITS, Smart Mobility and Smart Cities Grant Funding Application Support*

TASK 8 – UTILITY COORDINATION

Task 8 Deliverables: *Varner Road/Avenue 42 Corridor and Twenty-three (23) Signalized Intersections Utility Notification and Coordination; SCE and IID Electrical Service Points Coordination for Proposed CMS*

TASK 9 – RIGHT-OF-WAY AND EASEMENT ACQUISITION

Task 9 Deliverables: *N/A*

TASK 10 – CONSTRUCTION SUPPORT, COORDINATION, AND MEETING ATTENDANCE

Task 10 Deliverables: *Construction Support, Coordination, and Meetings Attendance*

TASK 11 – PROJECT IMPLEMNTATION SUPPORT

Subtask 11.1 Conduct Traffic Signal Counts, Field Observations, Measurements, and Data Gathering

- Corridor "Before" Study (Varner Road/Avenue 42 Corridor)

Subtask 11.1 Deliverables: *7-day ADT counts (13 locations); ITM counts during AM, Midday, PM, and Saturday Midday (23 locations); Report summarizing data collection and field review efforts; Excel Files of updated timing parameters; "Before" Study Memorandum; Tru-traffic files with trip logs; In-vehicle video recording of each travel run*

Subtask 11.2 Prepare, Implement and Adjust Traffic Signal Timing and Coordination Based on Field Observations and Observations from the Regional Traffic Management Center Signal Timing Optimization and Implementation

- Proposed Network Modeling
- Concept of Operations
- Develop Optimized Traffic Signal Timing
- Signal Timing Implementation
- Optimize Signal Timing (Fine-Tuning)
- Corridor "After" Study (Varner Road/Avenue 42 Corridor)
- Before/After Synchronized Video

Subtask 11.2 Deliverables: *Concept of Operations Report including Scenarios; Proposed Synchro and Tru-traffic with optimized timing parameters; Draft and Final Network Modeling Technical Memorandum documenting the signal timing optimization; Implementation-ready timing sheets for each agency; Final optimized Synchro and Tru-traffic files; After Study Report; Tru-traffic files with "Before" and "After" trip logs; Synchronized videos showing Before and After runs for AM, Midday, PM, and Saturday peak periods*

Subtask 11.3 Traffic Control and Detour Plans

- Project Coordination and Meeting Attendance
- Field Investigation

Subtask 11.3 Deliverables: *Traffic Control, Details, and Detour Plans (170 Sheets); Project Coordination, Meeting Attendance, Meeting Notes, and Action Items; Field Investigation, Notes, Video, and Photos of Existing Conditions During Construction*

Subtask 11.4 System Operations and Maintenance Support Services

Subtask 11.4 Deliverables: *System Operations and Maintenance Support Services*

Subtask 11.5 Record Drawings

Subtask 11.5 Deliverables: *Record Drawings (189 Sheets)*

Subtask 11.6 Updates to the CV Sync Operations and Maintenance Manuals

Subtask 11.6 Deliverables: *Updates to the CV Sync Operations, Management, and Maintenance Manuals*

Subtask 11.7 Updates to CVAG ITS Master Plan

Subtask 11.7 Deliverables: *Update to CVAG ITS Master Plan*

Subtask 11.8 Project Closeout Support Services

- Environmental Documents
- Closeout Documents
- Executive Level Support Documents

Subtask 11.8 Deliverables: *Project Closeout Support Services*

****A DETAILED SCOPE OF WORK, WITH DESCRIPTIONS OF EACH TASK AND SUBTASK, CAN BE PROVIDED UPON REQUEST***

SCOPE OF WORK – VARNER ROAD IMPROVEMENTS FEASIBILITY STUDY

TASK 1 – PROJECT INITIATION, MANAGEMENT, AND COORDINATION

Subtask 1.1 Meetings and Coordination

- Coordination with CVAG, Cities, Caltrans, and Stakeholders
- Kickoff Meeting (1)
- Bi-Weekly Project Meetings (24)
- Transportation Committee Meetings (4), and
- Executive Committee Meetings (4)

Subtask 1.2 Project Administration

Task 1 Deliverables: *Project Management; Project Coordination with CVAG, Cities, Caltrans, and Stakeholders; Project Meetings; TC Meetings; EC Meetings; Meeting Notices, Agendas, Minutes, and Presentation Materials; Technical Memos; Staff Reports and Attachments; Monthly Progress Report; Project Schedule; Stakeholder List; Team Coordination and Budget Monitoring*

TASK 2 – DATA COLLECTION AND FIELD REVIEW

Subtask 2.1 Data Collection and Field Review

Subtask 2.2 Utility Base Mapping from As-Builts and Site Visits

Subtask 2.3 Aerial Topographic Mapping and Imagery

Task 2 Deliverables: *Data Collection Inventory Matrix; Field Review and Notes; Photo Logs*

TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS

Subtask 3.1 Traffic Data Collection and Modeling

Subtask 3.2 Roadway and Intersection Safety and Capacity Analysis

Subtask 3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report

Subtask 3.4 Draft Varner Road Improvements Feasibility Study

- Executive Summary
- Introduction
- Project Background, including Community Interaction
- Purpose and Need, including Regional and System Planning
- Existing Facilities, including Utilities
- Environmental Compliance Considerations
- Traffic, Maintenance, and Operations Impacts
- Drainage and Stormwater Treatment
- Alternatives Considered
- Other Considerations, including Permits, Agreements, Complete Streets
- Alternatives Rejected
- Funding, Programming, and Estimate
- Schedule to Deliver Project
- Approvals and Recommendation
- Project Personnel
- Potential Right of Way Impacts, including Access Control
- Basis of Design Worksheet Identifying Non-Standard Design Features
- Storm Water Requirements/Construction General Permit Risk Level Assessment
- Preliminary Cost Estimate (using square footage cost factors for quantities)
- 11x17, Scaled Exhibits of Each of the Three (3) Alternatives
- Grant Funding Opportunities

Subtask 3.5 Final Varner Road Improvements Feasibility Study

Task 3 Deliverables: *Traffic Count Data; Traffic Modeling; Roadway Segment Safety and Capacity Analysis; Intersection Turning Movement and Traffic Control Safety and Capacity Analysis; Draft/Final Varner Road Improvements Feasibility Study; Draft/Final Drainage Report (Optional)*

TASK 4 – PRELIMINARY ENGINEERING

Our team's understanding is that Preliminary Engineering task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023. Please see Task 12 for optional Surveying/Right-of-Way Assessments and Geotechnical Investigations tasks related to Preliminary Engineering.

TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE

Our team's understanding is that Environmental Studies and Environmental Clearance task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023. Please see Task 12 for optional Preliminary Environmental Assessment as well as Biological, Cultural, and Hazardous Waste Assessment Memorandum Tasks related to Environmental Studies and Clearance.

TASK 6 – FINAL DESIGN

Our team's understanding is that this Final Design task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023.

Task 6 Deliverables: *N/A*

TASK 7 – GRANT FUNDING APPLICATION SUPPORT

Task 7 Deliverables: *ATP, Complete Streets, and Vision Zero Grant Funding Application Support*

TASK 8 – UTILITY COORDINATION

Our team's understanding is that this Utility Coordination task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope of work per Addendum No. 1, dated October 17, 2023.

Task 8 Deliverables: *N/A*

TASK 9 – RIGHT-OF-WAY AND EASEMENT ACQUISITION

Our team's understanding is that this Right-of-Way and Easement Acquisition task for the Varner Road Improvements Feasibility Study portion of this project has been removed from the scope per Addendum No. 1, dated October 17, 2023.

Task 9 Deliverables: *N/A*

TASK 10 – CONSTRUCTION SUPPORT, COORDINATION, AND MEETING ATTENDANCE

This task will no longer be required without the preparation of final construction documents for this portion of the project.

Task 10 Deliverables: *N/A*

TASK 11 – PROJECT IMPLEMNTATION SUPPORT

This task will only be required for the CV SYNC Phase III portion of the project.

Task 11 Deliverables: *N/A*

TASK 12 – OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS

Subtask 12.1 Draft/Final Drainage Report

Subtask 12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment

Subtask 12.3 Preliminary Geotechnical Investigations

Subtask 12.4 Preliminary Environmental Assessment

Subtask 12.5 Cultural Survey/Assessment Memorandum

Subtask 12.6 Biological Survey/Assessment Memorandum

Subtask 12.7 Hazardous Waste Survey/Assessment Memorandum

Task 12 Optional Deliverables: *Draft/Final Drainage Report; Field Surveying/Mapping Needs Assessment Matrix; Right-of-Way Mapping/Acquisition Needs Assessment Matrix; Preliminary Geotechnical Investigations Report; Preliminary Environmental Assessment; Cultural Survey/Assessment Memorandum; Biological Survey/Assessment Memorandum; Hazardous Waste Survey/Assessment Memorandum*

A DETAILED SCOPE OF WORK, WITH DESCRIPTIONS OF EACH TASK AND SUBTASK, CAN BE PROVIDED UPON REQUEST

CV SYNC PHASE III & VARNER ROAD FEASIBILITY STUDY IMPROVEMENTS

ID	Task Name	Duration	Start	Finish
1	**Kick-Off Meeting**	**1 day**	**Mon 1/8/24**	**Mon 1/8/24**
2	**TASK 1 - PROJECT MANAGEMENT**	**546 days**	**Tue 1/9/24**	**Tue 2/10/26**
3	**TASK 2 - DATA COLLECTION**	**235 days**	**Tue 1/16/24**	**Mon 12/9/24**
4	CV SYNC Phase III	50 days	Tue 1/16/24	Mon 3/25/24
5	VARNER ROAD Feasibility Study	60 days	Tue 9/17/24	Mon 12/9/24
6	2.1 Data Collection & Field Review	60 days	Tue 9/17/24	Mon 12/9/24
7	2.2 Utility Base Mapping via As-Builts & Site Visits	45 days	Tue 9/17/24	Mon 11/18/24
8	2.3 Aerial Topographic Mapping & Imagery	30 days	Tue 9/17/24	Mon 10/28/24
9	**TASK 3 - CONCEPTUAL ENGINEERING & ANALYSIS**	**350 days**	**Tue 1/23/24**	**Mon 5/26/25**
10	CV SYNC Phase III	135 days	Tue 1/23/24	Mon 7/29/24
11	35% Report/Exhibits Submittal	65 days	Tue 1/23/24	Mon 4/22/24
12	CVAG/Agency Review	10 days	Tue 4/23/24	Mon 5/6/24
13	95% Report/Exhibits Submittal	30 days	Tue 5/7/24	Mon 6/17/24
14	CVAG/Agency Review	10 days	Tue 6/18/24	Mon 7/1/24
15	Final ICM Report	20 days	Tue 7/2/24	Mon 7/29/24
16	VARNER ROAD Feasibility Study	235 days	Tue 7/2/24	Mon 5/26/25
17	3.1 Traffic Data Collection & Modeling	45 days	Tue 7/2/24	Mon 9/2/24
18	3.2 Roadway/Intersection Safety & Capacity Analysis	60 days	Tue 9/3/24	Mon 11/25/24
19	3.3 Future Vol. Forecast, Ops Analysis, & Traffic Report	60 days	Tue 9/3/24	Mon 11/25/24
20	CVAG/Agency Review	10 days	Tue 11/26/24	Mon 12/9/24
21	3.4 Draft Feasibility Study & Appendices	60 days	Tue 12/10/24	Mon 3/3/25
22	CVAG/Agency Review	20 days	Tue 3/4/25	Mon 3/31/25
23	3.5 Final Feasibility Study & Appendices	40 days	Tue 4/1/25	Mon 5/26/25
24	**TASK 4 - PRELIMINARY ENGINEERING**	**110 days**	**Tue 2/13/24**	**Mon 7/15/24**
25	CV SYNC PHASE III	110 days	Tue 2/13/24	Mon 7/15/24
26	Draft Preliminary Plans	80 days	Tue 2/13/24	Mon 6/3/24
27	CVAG/Agency Review	20 days	Tue 6/4/24	Mon 7/1/24
28	Final Preliminary Plans & Estimate	10 days	Tue 7/2/24	Mon 7/15/24
29	**TASK 5 - ENVIRONMENTAL SERVICES**	**50 days**	**Tue 5/28/24**	**Mon 8/5/24**
30	CV SYNC PHASE III	50 days	Tue 5/28/24	Mon 8/5/24
31	Project Descriptions and Exhibits	20 days	Tue 5/28/24	Mon 6/24/24
32	CVAG/Agency Review	10 days	Tue 6/25/24	Mon 7/8/24
33	PES Form Submittals/Revisions	20 days	Tue 7/9/24	Mon 8/5/24
34	**TASK 6 - FINAL DESIGN**	**190 days**	**Tue 7/9/24**	**Mon 3/31/25**
35	CV SYNC PHASE III	190 days	Tue 7/9/24	Mon 3/31/25
36	35% Submittal	30 days	Tue 7/9/24	Mon 8/19/24
37	CVAG/Agency Review	20 days	Tue 8/20/24	Mon 9/16/24
38	65% Submittal	60 days	Tue 9/17/24	Mon 12/9/24
39	CVAG/Agency Review	20 days	Tue 12/10/24	Mon 1/6/25
40	95% Submittal	20 days	Tue 1/7/25	Mon 2/3/25
41	CVAG/Agency Review	10 days	Tue 2/4/25	Mon 2/17/25
42	100% Submittal	15 days	Tue 2/18/25	Mon 3/10/25
43	CVAG/Agency Review	10 days	Tue 3/11/25	Mon 3/24/25
44	Final PS&E	5 days	Tue 3/25/25	Mon 3/31/25
45	**TASK 7 - GRANT FUNDING APPLICATION SUPPORT**	**180 days**	**Tue 9/17/24**	**Mon 5/26/25**
46	CV SYNC PHASE III	100 days	Tue 9/17/24	Mon 2/3/25
47	VARNER ROAD Feasibility Study	100 days	Tue 1/7/25	Mon 5/26/25
48	**TASK 8 - UTILITY COORDINATION**	**220 days**	**Tue 4/23/24**	**Mon 2/24/25**
49	CV SYNC PHASE III	220 days	Tue 4/23/24	Mon 2/24/25
50	**TASK 9 - ROW & EASEMENT ACQUISITION (N/A)**	**0 days**	**Tue 6/28/22**	**Tue 6/28/22**
51	**TASK 10 - CONSTRUCTION SUPPORT**	**220 days**	**Tue 4/1/25**	**Mon 2/2/26**
52	CV SYNC PHASE III	220 days	Tue 4/1/25	Mon 2/2/26
53	**TASK 11 - PROJECT IMPLEMENTATION SUPPORT**	**220 days**	**Tue 4/15/25**	**Mon 2/16/26**
54	CV SYNC PHASE III	220 days	Tue 4/15/25	Mon 2/16/26

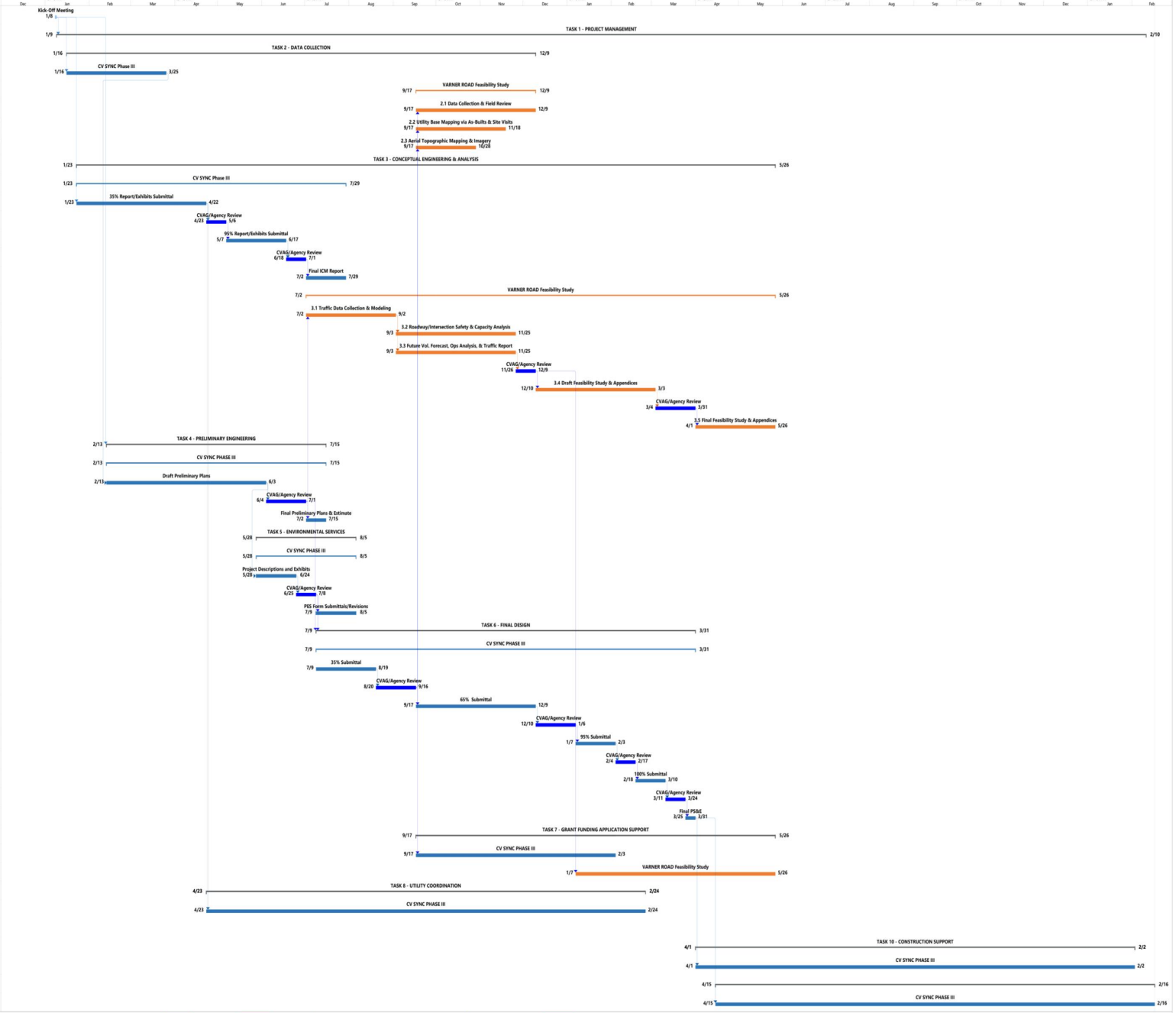


EXHIBIT “B”

PRICE FORMULA

DOKKEN ENGINEERING

COST PROPOSAL - HOURS BREAKDOWN BY TASK
CV-SYNC PHASE 3 PORTION OF PROJECT
October 31, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING																		ADVANTEC											GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Mark Tarrail, PE Principal in Charge	Michael Greer, PE, TE* Project Manager	Charles Tornaci, PE* Structures Lead	Ashley Orsaba-Finders, PE* Drainage Lead	Justin Thornber, PE* Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	Zach Uptak* Environmental Lead	Senior Environmental Planner/Archeologist	Associate Environmental Planner/Biologist	Environmental Planner/Biologist	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Carlos Ortiz Task Leader Traffic, ITS, and Signal Ops	John Dorado Task Leader PS&E and ITS Master Plan	Task Leader ICM	Task Leader Signal Timing and Operations	Task Leader Systems Engineer	Key Support PS&E and ITS Master Plan	Key Support Signal Timing	Associate Engineer	Assistant Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST			
BILLING RATES*	$320	$265	$235	$225	$185	$265	$225	$185	$165	$145	$125	$165	$165	$135	$105				$350	$290	$310	$250	$195	$175	$155	$140	$120						
TASK 1 – PROJECT MANAGEMENT	8	120	20	20	100			100				40				408		$87,160	214	96	74		48	154				586	$10,700	$172,690	994	$10,700	$259,850
1.1 Meetings and Coordination	4	80	20	20	80			80				40				324		$67,880	134	56	74		48	114				426	$8,400	$123,790	750	$8,400	$191,670
1.2 Project Administration	4	40			20			20								84		$19,280	80	40				40				160	$2,300	$48,900	244	$2,300	$68,180
TASK 2 – DATA COLLECTION		4	2	2	8			8			8	8		8		48		$8,340	6	8			64	164		82	82	406	$4,200	$71,120	454	$4,200	$79,460
2.1 Data Collection and Field Review		4	2	2	8			8			8	8		8		48		$8,340	6	8			64	164		82	82	406	$4,200	$71,120	454	$4,200	$79,460
TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS		4			4	8										16		$3,920	42	16	160		54	32			32	336	$1,000	$89,910	352	$1,000	$93,830
- ICM Concept Of Operations Report (ConOps) -		4			4	8										16		$3,920	42	16	160		54	32			32	336	$1,000	$89,910	352	$1,000	$93,830
TASK 4 – PRELIMINARY ENGINEERING	2	8	4	4	8	16			32							74		$15,600	14	28			62	400		164	164	832	$2,000	$139,750	906	$2,000	$155,350
- Preliminary Network, Layout Plans, and Estimates -	2	8	4	4	8	16			32							74		$15,600	14	28			62	400		164	164	832	$2,000	$139,750	906	$2,000	$155,350
TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE		2			4							32	64	64	32	198		29110	12	24				20		12	12	80	1000	18780	278	$1,000	$47,890
- Project Description, Exhibits, and PES Form(s) -		2			4							32	64	64	32	198		$29,110	12	24				20		12	12	80	$1,000	$18,780	278	$1,000	$47,890
TASK 6 - FINAL DESIGN	4	24	8	8	44	70	16	32	128		64					398		$76,650	148	321			616	1360	676	158		3279	$12,500	$642,410	3677	$12,500	$719,060
6.1 Plans for FO/Wireless Comms, RTMC, RTOC, & ITS Elements with Details	4	16	8	8	32	64	16	32	128		64					372		$70,720	108	263			510	1296	676	126		2,979	$11,500	$574,240	3,351	$11,500	$644,960
6.2 Technical Specifications and Hardware and Software Procurement List		4			8	4										16		$3,600	32	42			82					156	$500	$39,870	172	$500	$43,470
6.3 Construction Quantities and Engineer's Estimates		4			4	2										10		$2,330	8	16			24	64		32		144	$500	$28,300	154	$500	$30,630
TASK 7 – GRANT FUNDING APPLICATION SUPPORT	2	4			8	4										18		$4,240	16	24				126			40	206	$500	$39,910	224	$500	$44,150
- ITS, Smart Mobility and Smart Cities Grant Funding Application Support -	2	4			8	4										18		$4,240	16	24				126			40	206	$500	$39,910	224	$500	$44,150
TASK 8 – UTILITY COORDINATION		2			4		8			16						30		$5,390		8				64		32		104	$500	$18,500	134	$500	$23,890
- Utility Notification and Coordination with SCE and IID Service Points -		2			4		8			16						30		$5,390		8				64		32		104	$500	$18,500	134	$500	$23,890
TASK 9 – RIGHT-OF-WAY AND EASEMENT ACQUISITION (N/A)																																	
TASK 10 – CONSTRUCTION SUPPORT	4	16	4	4	16	8	8	32		32		16			32	172		$30,800	240	40			500	340				1120	$12,000	$264,600	1292	$12,000	$295,400
- Bidding and Construction Support Services -	4	16	4	4	16	8	8	32		32		16			32	172		$30,800	240	40			500	340				1,120	$12,000	$264,600	1,292	$12,000	$295,400
TASK 11 – PROJECT IMPLEMENTATION AND SUPPORT	6	36	2	2	40	10	28	36	64		64					288		$53,950	204	226		322	240	826	614	856	665	3953	$47,400	$751,000	4241	$47,400	$804,950
11.1 Signal Count Coordination, Observations, Measurements, and Data		4					4									8		$1,960	4			24			124			152	$32,000	$58,620	160	$32,000	$60,580
11.2 Prepare, Implement, and Adjust Traffic Signal Timing		8					8									16		$3,920	16			298			490			804	$3,400	$159,450	820	$3,400	$163,370
11.3 Traffic Control and Detour Plans	4	16			32	8	16	32	64		64					236		$41,640	40	110				400		540	465	1,555	$6,000	$253,300	1,791	$6,000	$294,940
11.4 System Operations and Maintenance Support Services																			54					122				176	$1,500	$41,750	176	$1,500	$41,750
11.5 Record Drawings		4	2	2	4	2		4								18		$3,990	4	8				32		200	200	444	$1,000	$62,320	462	$1,000	$66,310
11.6 Updates to the CV Sync Operations and Maintenance Manuals																			48	32			120	148				348	$1,000	$76,380	348	$1,000	$76,380
11.7 Updates to CVAG ITS Master Plan																			32	64			120	100		68		384	$1,000	$81,180	384	$1,000	$81,180
11.8 Project Closeout Support Services	2	4			4											10		$2,440	6	12				24		48		90	$1,500	$18,000	100	$1,500	$20,440
TOTAL HOURS	26	220	40	40	236	116	60	208	224	48	136	96	64	72	64	1,650			896	791	234	322	1,584	3,486	1,290	1,304	995	10,902			12,552		
TOTAL COST	$8,320	$58,300	$9,400	$9,000	$43,660	$30,740	$13,500	$38,480	$36,960	$6,960	$17,000	$15,840	$10,560	$9,720	$6,720			$315,160	$313,600	$229,390	$72,540	$80,500	$308,880	$610,050	$199,950	$182,560	$119,400		$91,800	$2,208,670		$91,800	$2,523,830

*Billing Rates will be adjusted in January of each Calendar year by 5%, rounded to the nearest multiple of $5.

DOKKEN ENGINEERING

COST PROPOSAL - HOURS BREAKDOWN BY TASK
CV-SYNC PHASE 3 WITH VARNER ROAD FEASIBILITY STUDY AND PS&E
October 31, 2023

TASK DESCRIPTION	DOKKEN ENGINEERING																						
	Mark Tarrall, PE Principal in Charge	Michael Green, PE, TE* Project Manager	Charles Tomaci, PE* Structures Lead	Ashley Oyaba-Finders, PE* Drainage Lead	Justin Thornber, PE* Project Engineer	Senior Engineer 2	Senior Engineer 1	Associate Engineer 2	Associate Engineer 1	Assistant Engineer 2	Assistant Engineer 1	CAD / Engineering Technician 2	Zach Liptak* Enviornmental Lead	Environmental Manager	Senior Environmental Planner/Archaeologist	Associate Environmental Planner/Biologist	Environmental Planner/Biologist	Right of Way Manager	Senior Right of Way Agent	Right of Way Appraiser	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
BILLING RATES*	$320	$265	$235	$225	$185	$265	$225	$185	$165	$145	$125	$145	$165	$245	$165	$135	$105	$210	$170	$110			
TASK 1 – PROJECT MANAGEMENT	12	144	24	72	144	24			48	48		24	24								564		$119,160
1.1 Meetings and Coordination	8	96	24	48	96	24			48	48		24	24								440		$90,880
1.2 Project Administration	4	48		24	48																124		$28,280
TASK 2 – DATA COLLECTION	2	16	6	6	28	6	8	32		48	48	16	4	8	8	8	16				260	$49,500	$93,610
2.1 Data Collection and Field Review		4	2	2	8	2		8		16	16		4	8	8	8	16				102		$16,490
2.2 Utility Base Mapping from As-Builts and Site Visits	1	8	4	4	16	4	8	16		32	32	8									133	$1,500	$24,360
2.3 Aerial Topographic Mapping and Imagery	1	4			4			8				8									25	$48,000	$52,760
TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS	5	110	24	48	208	118	48	192	384	772	384	192	24	12	24	24	48	12	42	62	2733		$450,020
3.1 Traffic Data Collection and Modeling		4			4	2															10		$2,330
3.2 Roadway and Intersection Safety and Capacity Analysis	2	8			8	16															34		$8,480
3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report		2			4	4															10		$2,330
3.4 Draft Feasibility Study with Plans, Estimates, and Other Appendices	2	64	16	32	128	64	32	128	256	516	256	128	16	8	16	16	32	10	40	60	1,820		$295,960
3.5 Final Feasibility Study with Plans, Estimates, and Other Appendices	1	32	8	16	64	32	16	64	128	256	128	64	8	4	8	8	16	2	2	2	859		$140,920
TASK 4 – PRELIMINARY ENGINEERING (N/A)																							
TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE (N/A)																							
TASK 6 - FINAL DESIGN (N/A)																							
TASK 7 – GRANT FUNDING APPLICATION SUPPORT	2	8		8	32	16			64		128	32									290		$45,920
- ATP, Complete Streets, and Other Grant Funding Application Support -	2	8		8	32	16			64		128	32									290		$45,920
TASK 8 – UTILITY COORDINATION (N/A)																							
TASK 9 – RIGHT-OF-WAY EASEMENT AND ACQUISITION SUPPORT (N/A)																							
TASK 10 – CONSTRUCTION SUPPORT (N/A)																							
TASK 11 – PROJECT IMPLEMENTATION AND SUPPORT (N/A)																							
TASK 12 – OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS	3	24	14	38	32		8	80		144		36	32	16	32	64	128	2	4		657	$76,000	$181,440
12.1 Draft/Final Drainage Report	2	8	8	32	16		8	64		128		32									298		$51,640
12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment		4	2	2	8			8		16		4						2	4		50		$8,940
12.3 Geotechnical Investigations	1	2	4	4	8			8													27	$54,000	$59,650
12.4 Preliminary Environmental Assessment		4											16	8	16	32	64				140		$19,340
12.5 Cultural Survey/Assessment Memorandum		2											8	4	8	16	32				70		$9,670
12.6 Biological Survey/Assessment Memorandum		2											4	2	4	8	16				36		$5,100
12.7 Hazardous Waste Survey/Assessment Memorandum		2											4	2	4	8	16				36	$22,000	$27,100
TOTAL HOURS WITHOUT OPTIONAL TASKS	21	278	54	134	412	164	56	224	496	868	560	264	52	20	32	32	64	12	42	62	3,847		
TOTAL COST WITHOUT OPTIONAL TASKS	$6,720	$73,670	$12,690	$30,150	$76,220	$43,460	$12,600	$41,440	$81,840	$125,860	$70,000	$38,280	$8,580	$4,900	$5,280	$4,320	$6,720	$2,520	$7,140	$6,820		$49,500	$708,710
TOTAL HOURS WITH OPTIONAL TASKS	24	302	68	172	444	164	64	304	496	1,012	560	300	84	36	64	96	192	14	46	62	4,504		
TOTAL COST WITH OPTIONAL TASKS	$7,680	$80,030	$15,980	$38,700	$82,140	$43,460	$14,400	$56,240	$81,840	$146,740	$70,000	$43,500	$13,860	$8,820	$10,560	$12,960	$20,160	$2,940	$7,820	$6,820		$125,500	$890,150

*Billing Rates will be adjusted in January of each Calendar year by 5%, rounded to the nearest multiple of $5.

DOKKEN ENGINEERING

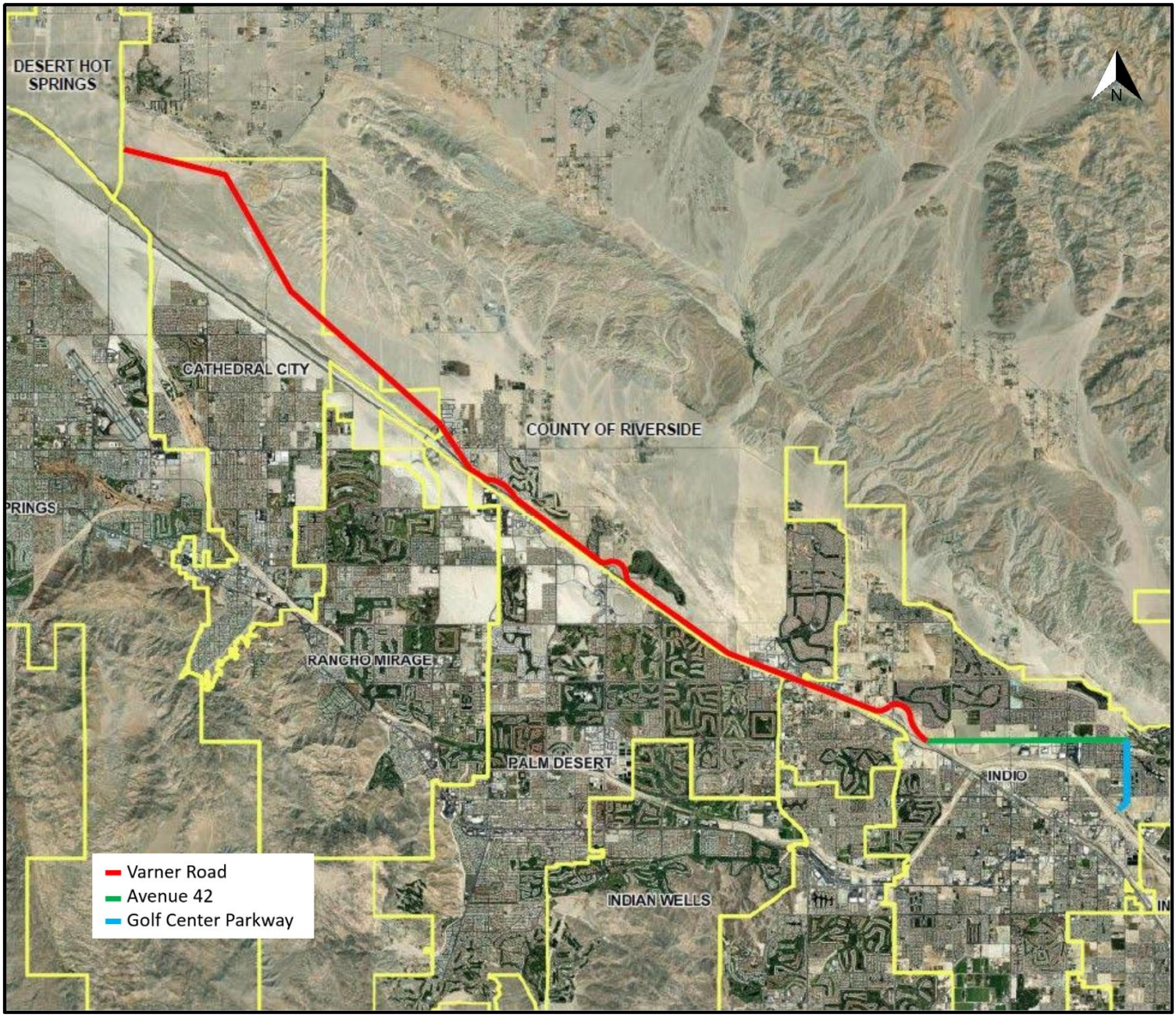
COST PROPOSAL - HOURS BREAKDOWN BY TASK
CV-SYNC PHASE 3 WITH VARNER ROAD FEASIBILITY STUDY AND PS&E
October 31, 2023

TASK DESCRIPTION	ADVANTEC									FEHR & PEERS										GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Carlos Ortiz Task Leader Traffic, ITS, and Signal Ops	John Dorado Task Leader PS&E and ITS Master Plan	Task Leader Systems Engineer	Key Support PS&E and ITS Master Plan	Associate Engineer	Assistant Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Project Manager	Project QA/QC	Task Lead	Traffic Forecasting	Traffic Engineer	Graphics/Visual Comm	Admin Support	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST			
BILLING RATES*	$350	$290	$195	$175	$140	$120				$335	$265	$210	$175	$160	$185	$150						
TASK 1 – PROJECT MANAGEMENT										24	10	24		10		16	84		$19,730	648		$138,890
1.1 Meetings and Coordination										24	10	24		10		8	76		$18,530	516		$109,410
1.2 Project Administration																8	8		$1,200	132		$29,480
TASK 2 – DATA COLLECTION																				260	$49,500	$93,610
2.1 Data Collection and Field Review																				102		$16,490
2.2 Utility Base Mapping from As-Builts and Site Visits																				133	$1,500	$24,360
2.3 Aerial Topographic Mapping and Imagery																				25	$48,000	$52,760
TASK 3 – CONCEPTUAL ENGINEERING AND ANALYSIS	52	116	24	228	556	460	1436		$229,460	38	28	146	60	290	36		598	$12,500	$126,870	4,767	$12,500	$806,350
3.1 Traffic Data Collection and Modeling										2		6		10			18	$12,500	$16,030	28	$12,500	$18,360
3.2 Roadway and Intersection Safety and Capacity Analysis										16	18	90		250	16		390		$71,990	424		$80,470
3.3 Future Volume Forecasting, Operations Analysis, and Traffic Report										20	10	50	60	30	20		190		$38,850	200		$41,180
3.4 Draft Feasibility Study with Plans, Estimates, and Other Appendices	40	100	20	200	500	400	1,260		$199,900											3,080		$495,860
3.5 Final Feasibility Study with Plans, Estimates, and Other Appendices	12	16	4	28	56	60	176		$29,560											1,035		$170,480
TASK 4 – PRELIMINARY ENGINEERING (N/A)																						
TASK 5 – ENVIRONMENTAL STUDIES AND ENVIRONMENTAL CLEARANCE (N/A)																						
TASK 6 - FINAL DESIGN (N/A)																						
TASK 7 – GRANT FUNDING APPLICATION SUPPORT																				290		$45,920
- ATP, Complete Streets, and Other Grant Funding Application Support -																				290		$45,920
TASK 8 – UTILITY COORDINATION (N/A)																						
TASK 9 – RIGHT-OF-WAY EASEMENT AND ACQUISITION SUPPORT (N/A)																						
TASK 10 – CONSTRUCTION SUPPORT (N/A)																						
TASK 11 – PROJECT IMPLEMENTATION AND SUPPORT (N/A)																						
TASK 12 – OPTIONAL FEASIBILITY STUDY DESIGN SUPPORT TASKS																				657	$76,000	$181,440
12.1 Draft/Final Drainage Report																				298		$51,640
12.2 Field Surveying/Mapping and Right-of-Way Needs Assessment																				50		$8,940
12.3 Geotechnical Investigations																				27	$54,000	$59,650
12.4 Preliminary Environmental Assessment																				140		$19,340
12.5 Cultural Survey/Assessment Memorandum																				70		$9,670
12.6 Biological Survey/Assessment Memorandum																				36		$5,100
12.7 Hazardous Waste Survey/Assessment Memorandum																				36	$22,000	$27,100
TOTAL HOURS WITHOUT OPTIONAL TASKS	52	116	24	228	556	460	1,436			62	38	170	60	300	36	16	682			5,965		
TOTAL COST WITHOUT OPTIONAL TASKS	$18,200	$33,640	$4,680	$39,900	$77,840	$55,200			$229,460	$20,770	$10,070	$35,700	$10,500	$48,000	$6,660	$2,400		$12,500	$146,600		$62,000	$1,084,770
TOTAL HOURS WITH OPTIONAL TASKS	52	116	24	228	556	460	1,436			62	38	170	60	300	36	16	682			6,622		
TOTAL COST WITH OPTIONAL TASKS	$18,200	$33,640	$4,680	$39,900	$77,840	$55,200			$229,460	$20,770	$10,070	$35,700	$10,500	$48,000	$6,660	$2,400		$12,500	$146,600		$138,000	$1,266,210

*Billing Rates will be adjusted in January of each Calendar year by 5%, rounded to the nearest multip

CV SYNC
KEEPING THE COACHELLA VALLEY MOVING

Phase III Location Map



Staff Report

City Council

Item No. 5.K

Meeting Date: August 14, 2024

From: John A. Corella, Director of Public Works

Title: HSIP Cycle 12 Grant Application Preparation

RECOMMENDATION:
To authorize the City Engineer to execute a task order in the not to exceed amount of $20,000, with the city on-call traffic engineering consultant STC Traffic Inc. (STC) to provide engineering assistance and complete grant applications for the HSIP Cycle 12 Call-for-Projects Funding Program; and, once completed authorize the City Engineer to submit the HSIP Cycle 12 grant application packages to Caltrans.

BACKGROUND:

The Highway Safety Improvement Program (HSIP) is a core federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal land. The HSIP is one of the core federal-aid programs in the federal surface transportation act, Infrastructure Investment and Jobs Act (IIJA), which was signed into law on November 6, 2021.

The California local HSIP program funds local highway safety improvement projects on a two-year Call-for-Projects cycle. The timing and size of the call is determined by the program apportionments, HSIP Federal Transportation Improvement Program (FTIP) capacity and the delivery of the existing HSIP Projects.

The Division of Local Assistance (DLA) manages California's local agency share of HSIP funds. California's Local HSIP prioritizes infrastructure projects with nationally recognized crash reduction factors (CRF). Local HSIP projects are ranked on the basis of crash severity, crash potential, crash rate, or other data-supported means.

On June 25, 2021, the City completed a Local Roadway Safety Plan (LRSP) which provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads (copy attached to this staff report). The LRSP is a requirement for submitting for grant funding through the HSIP and is the basis to the upcoming HSIP Cycle 12 Grant.

The city has been very successful in securing HSIP grants. The following is a list of successful HSIP Grant Cycle awards:

- HSIP Cycle 8: 20 Intersection Upgrades (completed)
    - Grant award amount: $1,674,000.00
- HSIP Cycle 9A: 12 Intersection Upgrades (in bid process for construction)
    - Grant award amount: $1,302,500
- HSIP Cycle 9B: Date Palm Drive – Varner Road Safety Improvements (in bid process for construction)
    - Grant award amount: $1,089,700
- HSIP Cycle 10: Pedestrian Crossing at Ramon Road and Candlewood Drive (under construction)
    - Grant award amount: $776,600
- HSIP Cycle 11A: Citywide Pedestrian Crosswalk Upgrades (18 intersections)
    - Grant award amount: $1,306,890.00
- HSIP Cycle 11B: Pedestrian Signals/Hybrid Beacons (High Intensity Activated Crosswalk Beacon (HAWK)) (2 intersections)
    - Grant award amount: $959,670.00
- HSIP Cycle 11C: Citywide Traffic Signal Hardware Improvements (49 Intersections - in design)
    - Grant award amount: $1,008,000.00
- HSIP Cycle 11D: Pedestrian School Crossing Upgrades at 30th Avenue and San Eljay Avenue.
    - Grant award amount: $249,840.00

Note: These grants represent the state/federal funding of each application. The latest call for grants under the HSIP Cycle 12 Program has variable grant participation amounts based on a maximum reimbursement ratio of either 100%, 90% and 50% depending on the project's safety countermeasure utilized. Under this new requirement, the projects outlined in the discussion below will require a 10% or a 0% participation amount with a 90% and 100% reimbursement ratio, respectively.

DISCUSSION:

For the HSIP Cycle 12 Call-For-Projects, city staff and STC Traffic, Inc. (STC) identified two projects to submit for funding:

1. Install Pedestrian Crossing at Uncontrolled Locations (10% participation)
2. Pedestrian Crossing Enhancements (0% participation)

STC conducted a feasibility analysis based on latest crash data to validate the above HSIP Cycle 12 grant projects' competitiveness. The scope of the project and results of the feasibility analysis are discussed below.

Install Pedestrian Crossing at Uncontrolled Locations

The results of the feasibility analysis performed by STC identified the intersections at Dinah Shore Drive and Corregidor Drive, and San Eljay Way and Doral Way as the only locations with high collision incidence resulting in a highly competitive Benefit Cost Ratio (BCR).

In order to capitalize on the HSIP Cycle 12 grant, additional intersections may be added to the application, while still maintaining a competitive BCR range. STC and city staff will determine the additional intersection based on the scope of the improvements and impacts

to the BCR calculations.

The project includes providing pedestrian upgrades such as Americans with Disabilities Act (ADA) ramps, flashing stop signs, high visibility crosswalk striping, and advanced warning pavement markings and signs at the following intersections:

- Dinah Shore Drive and Corregidor Drive.
- San Eljay Way and Doral Way
- Additional pedestrian crossings to be determined

Pedestrian Crossing Enhancements

The project includes pedestrian crossing safety enhancements at existing unsignalized intersections near a local school or parks. Improvements may include curb extensions, rectangular rapid flashing beacons (RRFB), LED lighting, high visibility crosswalk striping, and advanced pavement markings and signs. The project location and scope of improvements will be coordinated with the city.

HSIP Cycle 12 Call-for-Projects was announced on May 6, 2024. The application deadline is September 9, 2024. The submittal process for the HSIP Call-for-Projects is getting increasingly sophisticated and requires the specialized skills of a traffic engineering firm, especially with the short time window Caltrans has given in which to propose, evaluate, complete and submit the two (2) applications (with attachments) for each project. Thus, staff solicited a task order proposal from the city's on-call traffic engineering consultant, STC Traffic Inc., to assist staff and prepare the HSIP Cycle 12 applications for a not-to-exceed cost of $20,000.

The scope of STC's services will include project description and information, safety countermeasures, responses to narrative questions, LRSP Certification, engineer's checklist, vicinity/location maps, project maps, pictures of existing conditions, benefit cost ratio (BCR) HSIP Analyzer calculations, crash data analysis, project schedule, detailed cost estimate, collision diagrams, collision summary reports, and additional narration, documentation and letters of support.

Recently, STC successfully assisted the city in the grant application processes and securing funds on HSIP Cycle 11 and Senate Bill (SB) 821, Article 3, Bicycle and Pedestrian Facilities.

Further, STC has a proven track record with over $40 million in successful grant awards, most of which were HSIP and Active Transportation Program funding. STC's extensive experience with local, State, and Federal requirements for grant funded projects will give the city the best opportunity for success in developing these competitive applications.

The proposed cost will include STC guiding the initial evaluation and compiling the necessary data for each project. When all the information is collected, STC will assist the city on the submittal of the formal project applications.

Staff requests that the City Council authorize the City Engineer to execute a task order in the not to exceed amount of $20,000, with city on-call traffic engineering consultant STC Traffic Inc. (STC) to provide engineering assistance and complete grant applications for the HSIP Cycle 12 Call-for-Projects Funding Program; and, once completed authorize the City Engineer to submit the HSIP Cycle 12 grant application packages to Caltrans.

FISCAL IMPACT:

The $20,000 cost to prepare the application will be paid out of the Engineering Professional and Technical Services fund 100-100-150-156-8600-8601.

Historically, there was no local match required to receive HSIP grant funding. However, per the April 2022 Caltrans Local Roadway Safety Manual (LRSM), the Pedestrian Crossing at Uncontrolled Locations Improvements projects will require a 10% local match. As the total cost and benefit of the proposed projects have not been completely analyzed at this time, a budgeted percentage participation amount has not been determined.

The Pedestrian Crossing Enhancements projects, which will be classified as set-aside (SA) projects, do not require a local match.

Upon success of an award of a grant and/or grants under this program, the required local match is proposed to be programmed into the upcoming FY 2025-26 and 2026-27 Capital Improvement Project Program. At this preliminary stage, the estimated amount of $100,000 will be needed from available Measure A funds for the 10% local share required by HSIP Cycle 12.

	DESCRIPTION	GENERAL LEDGER ACCOUNT CODES	PROJECT CODE	AMOUNT	ONE TIME or ONGOING
2024-2025	HSIP Cycle 12 Applications	100-100-150-156-8600-8601	N/A	$20,000	ONE TIME
2024-2025	**Total**			**$20,000**	

FIVE-YEAR STRATEGIC PLAN:

GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. STC - Cathedral City HSIP12 Application Proposal/Scope of Work
2. HSIP 12 Feasibility Analysis
3. Cathedral City Local Road Safety Plan

July 30, 2024

City of Cathedral City
Engineering Department
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Attn: Armando J. Garcia Baldizzone P.E.

Subject: Proposal for HSIP Cycle 12 Grant Applications

Dear Mr. Baldizzone,

STC Traffic, Inc. (STC) is pleased to submit this scope and fee proposal to the City of Cathedral City (City) to prepare grant applications for the Caltrans Highway Safety Improvement Program (HSIP) Cycle 12 "Call for Projects". STC conducted a feasibility analysis based on the latest collision data from the Transportation Injury Mapping System (TIMS), Statewide Integrated Traffic Records System (SWITRS), and data provided by the Cathedral City Police Department, Local Roadway Safety Manual (LRSM) Version 1.7 safety countermeasures, and HSIP Analyzer for Benefit Cost Ratio (BCR) applications to validate HSIP Cycle 12 grant competitiveness for improving pedestrian safety citywide. STC identified potential grant applications and provided them to the city. The following describes the scope of services to prepare each grant that was identified.

BCR Applications

STC will prepare HSIP BCR applications for the projects selected based on feasibility analysis results. The scope of BCR applications include:

- Project Description and Information
- Safety Countermeasures
- Responses to Narrative Questions
- Local Roadway Safety Plan (LRSP) Certification
- Engineer's Checklist
- Vicinity/Location Maps
- Project Maps of Existing Conditions and Proposed Improvements
- Pictures of Existing Conditions
- Benefit Cost Ratio (BCR) HSIP Analyzer Calculations
- Crash Data Analysis
- Project Schedule
- Detailed Cost Estimate
- Collision Diagrams
- Collision Summary Reports
- Additional Narration, Documentation, and Letters of Support
- Smartsheet Electronic Submittal Coordination

Task 1 – HSIP BCR Application – Install Pedestrian Crossing at Uncontrolled Locations

STC will prepare HSIP BCR application for improvements to three uncontrolled pedestrian crossing project locations identified in the analysis phase. The following locations must be included to utilize collision incidence: Dinah Shore Dr/ Corregidor Dr and San Eljay/ Doral Way. One additional location of the remaining 20 locations could be included withing the project improvement budget (approximately $160k).

Task 2 – HSIP Pedestrian Crossing Enhancements Set-Aside Application

STC will prepare HSIP SA application for pedestrian crossing enhancements. The SA application includes the BCR application efforts except collision analysis. The set aside funding is $350k and approximately three additional crossing locations could be included. The City would direct which three of the remaining 19 intersections would be included.

Summary

Three locations will be included in the BCR application and a minimum of three locations will be included in the set aside application. The number of locations included in the set-aside application will be governed by the cost estimate for improvements and $350k budget. It's anticipated that 6 of the 22 locations will be improved.

Cost Proposal

The fee estimate for the two applications above is $20,000 and the applications will be drafted and submitted to the City for review approximately two weeks prior to the September 9, 2024, application due date.

Thank you for the opportunity to submit a proposal for these services. Should you have any questions feel free to contact me at the address below.

Sincerely,

Jason Stack, TE, PTOE
President/Principal-in-Charge

Legal Name: STC Traffic, Inc.

Address: 5973 Avenida Encinas, Suite 218
Carlsbad, CA 92008
www.stctraffic.com

RFP Contact: Jason Stack, TE, PTOE
(714) 315-4640
jason.stack@stctraffic.com

Proposal Accepted By:

CATHEDRAL CITY HSIP 12 FEASIBILITY ANALYSIS

PROJECT NO.	COUNTERMEASURE(S)	LOCATION(S)	PROJECT DESCRIPTION	HSIP GRANT CONSIDERATIONS	CITY MATCH	BENEFIT	FUNDING AT BCR = 20
1	SI18PB - Install pedestrian countdown signal heads	Dinah Shore Dr & Date Palm Dr	Install Pedestrian Countdown Signal Heads	1 Fatal Injury (2023)	10%	$3,925,000	$196,250
2	SI22PB - Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Dinah Shore Dr & Date Palm Dr	Implement Lead Pedestrian Interval Phasing at multiple locations.	1 Fatal Injury (2023)	10%	$4,710,000	$235,500
2.1		E Palm Canyon Dr & Cathedral Canyon Dr	Implement Lead Pedestrian Interval Phasing at multiple locations.	Pedestrian and Bicycle Crashes Only	10%	$386,000	$19,300
3	NS22PB - Install pedestrian crossing at uncontrolled locations (signs and markings only)	Dinah Shore Dr & Corregidor Dr	Pedestrian Ramp Upgrades, Signing and Striping	Pedestrian and Bicycle Crashes Only	10%	$3,027,500	$151,375
		San Eljay & Doral Way*	Pedestrian Ramp Upgrades, Signing and Striping	Pedestrian and Bicycle Crashes Only	10%	$252,500	$12,625

Note: * = Crosswalk near K-12 Public School

Cathedral City

LOCAL ROAD SAFETY PLAN



June 2021 Final Report

ACKNOWLEDGEMENTS

City of Cathedral City Team

John Corella, City Engineer / Public Works Director
Crystal Sandoval, Assistant Civil Engineer
Carlos Rodriguez, Public Works Supervisor

NAI Consulting

Alexander Klan, Assistant Project Manager
Josh Nickerson, Senior Engineer

Safety Partners

Cathedral City Police Department

Jeffrey Barnett, Police Officer / Traffic Division
Lianna Quintero, Crime Analyst – CCIA

Cathedral City Fire Department

John Muhr, Fire Chief

LRSP Consultant Team

STC Traffic

Jason Stack, Principal Manager
Nick Minicilli, Project Manager
Ashley Adamos, Project Engineer
Ivan Gonzalez, Associate Engineer
Brandon Ramirez, Engineering Intern

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LIST OF ACRONYMS

ABC ..... Alcoholic Beverage Control

APP ..... Alcoholic Policing Partnership

BCR ..... Benefit Cost Ratio

CalSTA ..... California State Transportation Agency

Caltrans ..... California Department of Transportation

CHP ..... California Highway Patrol

CON ..... Construction

CRF ..... Crash Reduction Factor

CVAG ..... Coachella Valley Association of Governments

DLA ..... District Local Assistance

DUI ..... Driving Under the Influence

DVMT ..... Daily Vehicle Miles Travelled

EPDO ..... Equivalent Property Damage Only

F+SI ..... Fatal and Severe Injury

FHWA ..... Federal Highway Administration

GIS ..... Geographic Information System

GPS ..... Global Positioning System

HAWK ..... Pedestrian Hybrid Beacon

HSIP ..... Highway Safety Improvement Program

HSM ..... Highway Safety Manual

I ..... Interstate

IISNS ..... Internally Illuminated Street Name Sign

IR ..... Infrared

K-12 ..... Kindergarten to 12th Grade

LED ..... Light-Emitting Diode

LRSM ..... Local Road Safety Manual

LRSP ..... Local Road Safety Plan

LSEV ..... Low-Speed Electric Vehicles

NHTSA ..... National Highway Traffic Safety Administration

OTS ..... Office of Traffic Safety

PCF ..... Primary Collision Factor

PDO ..... Property Damage Only

PE ..... Preliminary Engineering

ROW ..... Right-Of-Way

RRFB ..... Rectangular Rapid Flashing Beacon

SA ..... Set-Aside

SHSP ..... Strategic Highway Safety Plan

SSARP ..... Systemic Safety Analysis Report Program

SWITRS ..... Statewide Integrated Traffic Records System

TIMS ..... Transportation Injury Mapping System

TNC ..... Transportation Network Company

TSM ..... Traffic Safety Marketing

USDOT ..... United States Department of Transportation

V2I ..... Vehicle-to-Infrastructure

V2P ..... Vehicle-to-Pedestrian

V2V ..... Vehicle-to-Vehicle

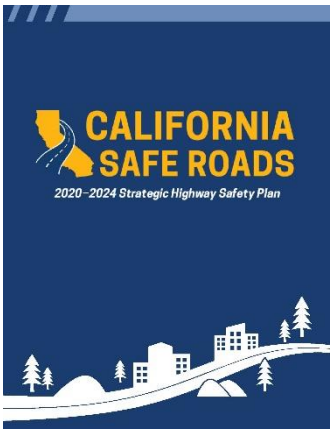
The Cathedral City Local Road Safety Plan (LRSP) was prepared within the governance of United States Code Title 23, Section 148 – Highway Safety Improvement Program (h) (4): "DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION.- Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data." [23 U.S.C. §148(h) (4)]

United States Code Title 23, Section 409 – Discovery and Admission of Evidence of Certain Reports and Surveys: "Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144, and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data." [23 U.S.C. §409]

1 INTRODUCTION



The United States Department of Transportation (USDOT) Federal Highway Administration (FHWA) Office of Traffic Safety (OTS) began promoting certain infrastructure-oriented safety treatments and strategies based on proven effectiveness and benefits in 2008. This initiative became the Proven Safety Countermeasures List which seeks to encourage widespread implementation by State, Tribal, and Local transportation agencies to reduce crashes that result in fatalities and serious injuries. The Proven Safety Countermeasures List was last updated in 2017 and included the addition of Local Road Safety Plans (LRSP).



The California Department of Transportation (Caltrans) established their Local Road Safety Plan program in 2019 to provide funding to local agencies for developing a framework for identifying, analyzing, and prioritizing roadway safety improvement programs. The LRSP program evolved from the state-funded Systemic Safety Analysis Report Program (SSARP) established in 2016, in order to contribute to the success of the 2020-2024 California Strategic Highway Safety Plan (SHSP). The California SHSP is a statewide traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on California's public roads. The California SHSP includes strategies based on the 5 E's of traffic safety – Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies – and addresses 16 challenge areas:

- Aggressive Driving
- Aging Drivers (>65)
- Bicyclists
- Commercial Vehicles
- Distracted Driving
- Driver Licensing
- Emergency Response
- Emerging Technologies
- Impaired Driving
- Intersections
- Lane Departures
- Motorcyclists
- Occupant Protection
- Pedestrians
- Work Zones
- Young Drivers (15-20)

Cathedral City was selected as one of 250 local agencies in California (as of April 12, 2021) to receive Caltrans funding to develop a Local Road Safety Plan. Development of the Cathedral City LRSP will enable the City to meet the eligibility requirements for Highway Safety Improvement Program (HSIP) grant funding, which Caltrans will require for all future HSIP cycles. Cathedral City has been pursuing HSIP grant funding for infrastructure improvements that enhance safety for all roadway users in the City since 2011 (Cycle 4). Cathedral City has been successful in achieving over $4.7 million in HSIP grant awards.

1.1 Cathedral City At A Glance

The City of Cathedral City is located in the Coachella Valley, in the central portion of Riverside County, and is bounded by the Cities of Palm Springs, Desert Hot Springs, Rancho Mirage, and unincorporated Riverside County lands, as illustrated in *Figure 1-1*. The City encompasses 27.7 square miles and is traversed east-west by Interstate 10 (I-10) in the northern part of the City and California State Route 111 (SR-111) / East Palm Canyon Drive in the southern part of the City. Cathedral City operates and maintains 44 signalized intersections and 480 paved lane miles of public streets. *Figure 1-2* illustrates the project study area. Cathedral City has a population of approximately of 55,000 according to 2019 Census estimates and is the second largest City in the Coachella Valley, with one of the most diverse communities.

Figure 1-1 Vicinity Map

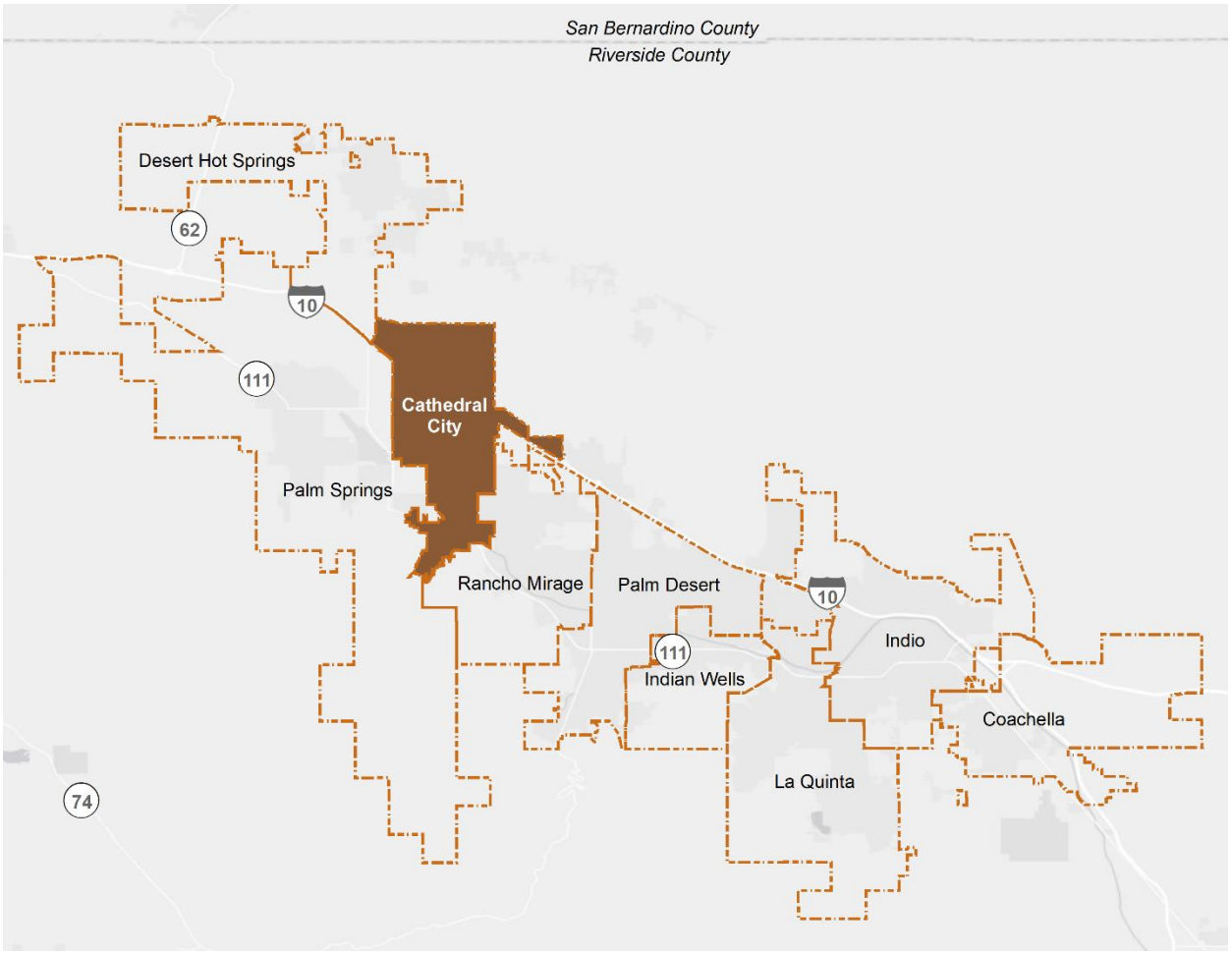
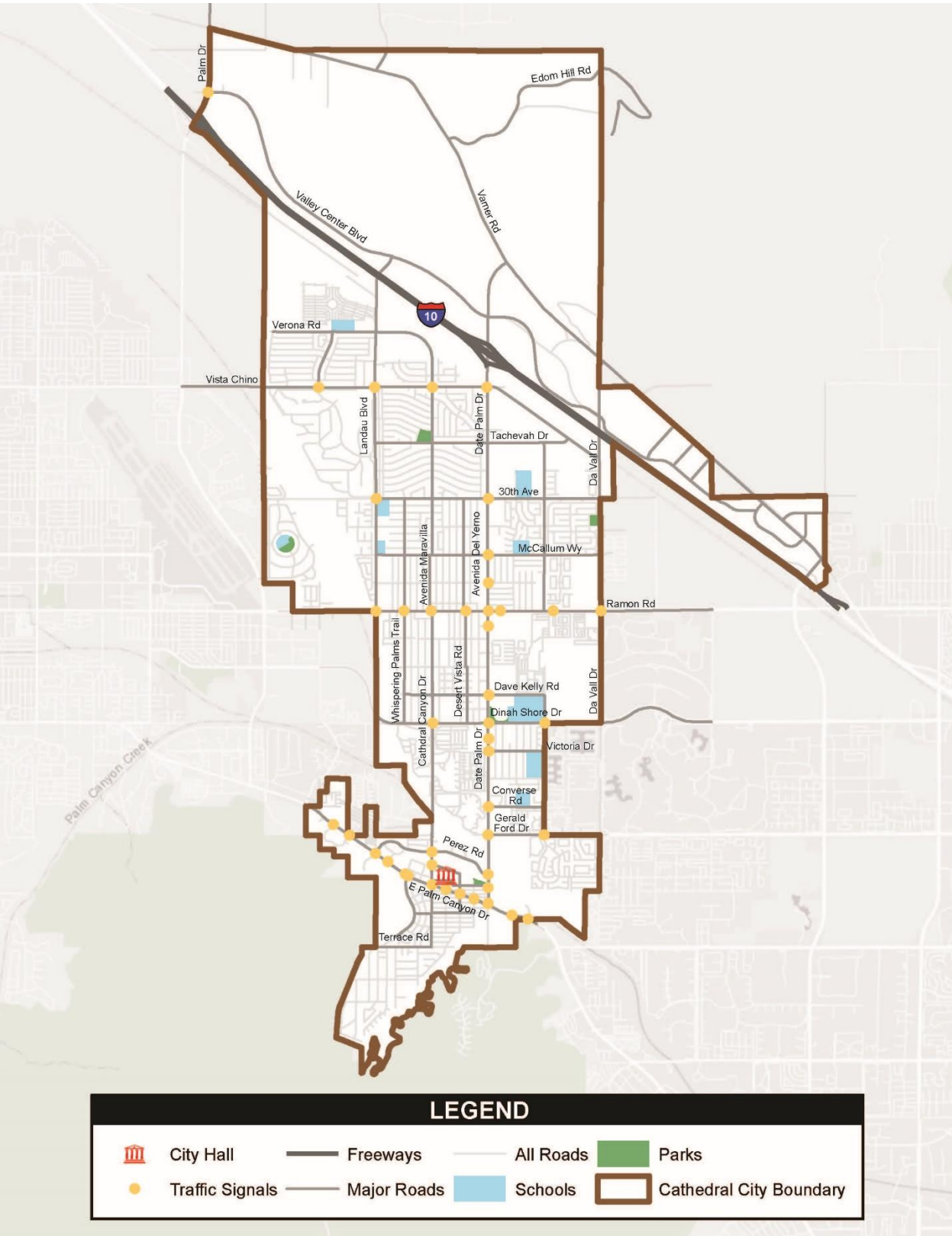


Figure 1-2 Study Area



1.2 Local Road Safety Plan Process

The development of the Cathedral City Local Road Safety Plan followed Caltrans program guidelines, which are based on the United Stated Department of Transportation (USDOT) Federal Highway Administration (FHWA)'s cyclical six (6) step process.

1. **Establish Leadership:**
   - Establish local partnerships with 5E's of traffic safety: Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies
   - Define LRSP Vision and Goals
2. **Analyze Safety Data:**
   - Crash and Roadway Data Collection
   - Crash Data Analysis
   - Roadway Network Screening
3. **Determine Emphasis Areas:**
   - Identify priority areas based on crash data analysis and roadway network screening
4. **Identify Strategies:**
   - Identify safety countermeasures and strategies
   - Develop countermeasure toolbox
5. **Prioritize and Incorporate Strategies:**
   - Apply countermeasures and strategies to develop safety projects
   - Evaluate and prioritize safety projects by benefit cost ratio
   - Implement roadway safety improvement projects and programs
6. **Evaluate and Update**
   - Monitor progress of roadway safety improvement projects and programs
   - Evaluate success of countermeasure toolbox, projects, and programs
   - Review LRSP and update to reflect local changing needs and priorities



1.3 Vision, Mission, and Goals

The Cathedral City Local Road Safety Plan is guided by the core principle that traffic fatalities and severe injuries are preventable. Improvements to roadway safety can be made through a data-driven approach based on alignment with the Federal Highway Administration (FHWA)'s Local Road Safety Plan Proven Safety Countermeasure, California Strategic Highway Safety Plan (SHSP), Caltrans Local Road Safety Program (LRSP), Caltrans Highway Safety Improvement Program (HSIP), feedback from safety partners from the 5E's of traffic safety (Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies), and the City's existing roadway safety plans, policies, and efforts. The following sub-section identifies the key Vision, Mission, and Goals set forth in the Cathedral City LRSP.

VISION	Ensure roadway safety for all users of Cathedral City roads including vehicles, pedestrians, and bicyclists
MISSION	Implement proven safety solutions based on the 5E's of traffic safety (Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies) to systemically reduce roadway crashes and improve safety
GOALS	• Reduce the number of fatal and severe injury crashes towards zero • Reduce collision severity through a reduction in the number of crashes that involve alcohol use, bicyclists, and pedestrians • Reduce collision frequency and severity through a reduction in the number of broadside, rear end, and head-on crashes • Reduce collision frequency and severity through a reduction in the number of crashes that are primarily caused by unsafe speed, automobile right-of-way violations, improper turning, and alcohol use • Increase alternative modes of transportation including walking, biking, and low-speed electric vehicles (LSEV) • Engage with Safety Partners to create a culture within Cathedral City that promotes and implements road safety strategies

1.4 Safety Partners

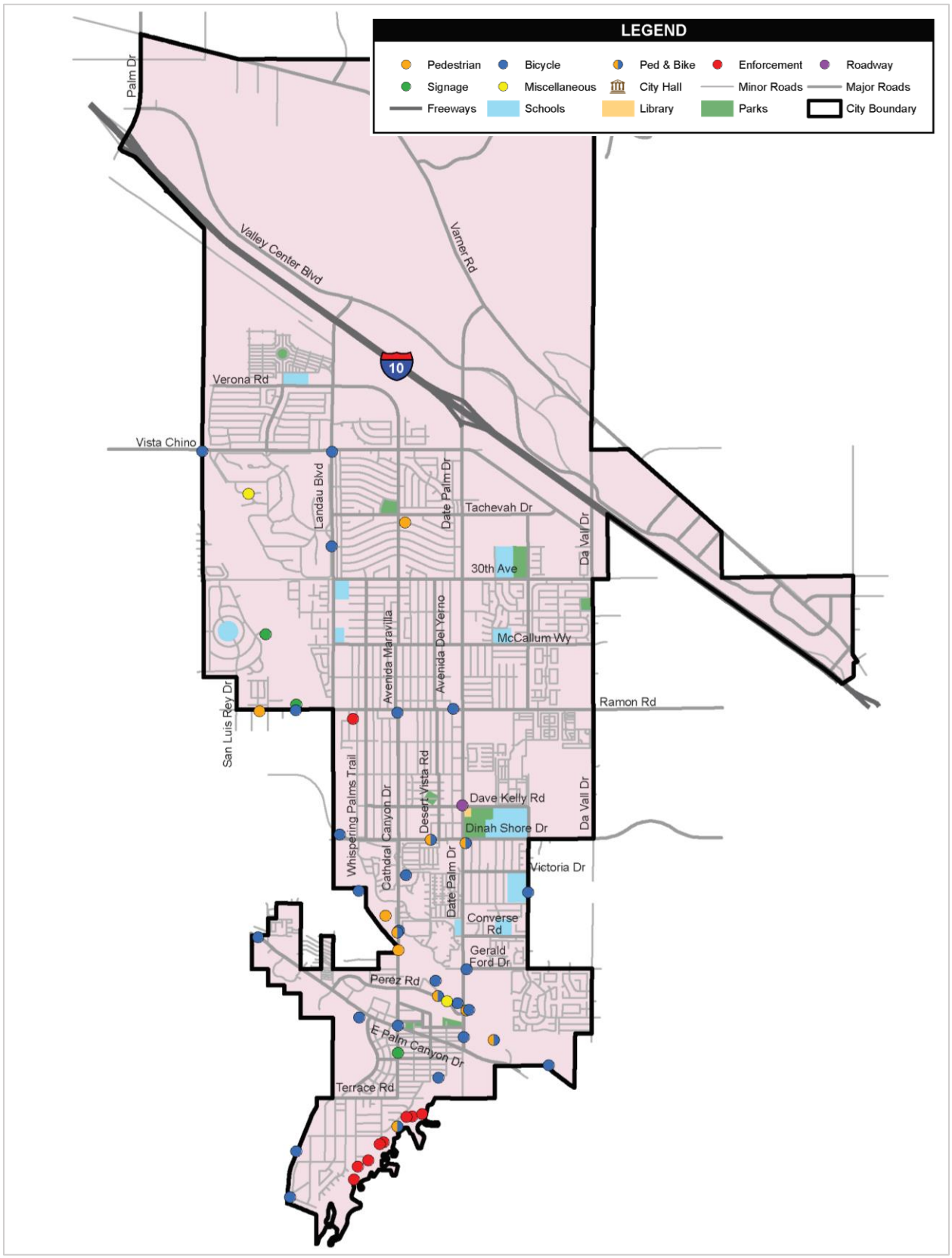
Local safety partners representing the 5E's of traffic safety were engaged to collaboratively address roadway safety in Cathedral City. Participants included representatives from:

- **Cathedral City Public Works Department**
- **Cathedral City Traffic Division**
- **Cathedral City Police Department**
- **Cathedral City Fire Department**
- **Connect Cathedral City**

Two safety partners meetings were conducted and the crash data was reviewed for annual citywide trends in location types, severity, crash types, primary collision factors, and roadway user involvement. Priority locations for signalized intersections, unsignalized intersections, and roadway segments were presented. Feedback was obtained on areas with safety issues that did not have a high rate of reported collisions but were known by the safety partners to have frequent "near-misses" or observance of high-risk behaviors such as vehicular speeding or pedestrian jaywalking, particularly with alcohol-involvement. Relevant roadway safety initiatives and programs were discussed including the Cathedral City Fire and Police Departments' participation in roadway safety educational campaigns at local K-12 schools and public events; the Fire Department successfully achieving grant funding for emergency rescue equipment and to improve emergency response times; and the Police Department successfully achieving California Alcoholic Beverage Control (ABC) grant funding for enforcement of underage and homeless overserving and California Office of Transportation Safety (OTS) grants for reducing pedestrian and bicycle violations. Feedback on desired roadway improvements from the Fire Department included intersection upgrades, medians, lighting, crosswalks, and repairing / upgrading the City's traffic signal preemption system to improve response times. Feedback on desired roadway improvements from the Police department included addressing merging for the southbound right turn at the intersection of Date Palm Drive and Vista Chino, cut-through routes for Palm Springs traffic, and pedestrian alcohol-related crashes on Ramon Road.

Outreach was also conducted with the Connect Cathedral City team, which is a joint venture project between the City and the Coachella Valley Association of Governments (CVAG) to develop projects that support walking, biking, and the use of low-speed electric vehicles (LSEVs) in Cathedral City. Community feedback from project outreach surveys and mapping was collected and documented in the Cathedral City LRSP. This included feedback related to high visibility pedestrian crosswalks, pedestrian hybrid beacons, the citywide bikeway network, and access point to the CV Link – the CVAG Alternative Transportation Route Path. *Figure 1-2* illustrates the feedback received from the safety partners organized by site-specific topics for pedestrians, bicycles, pedestrian-bicycles, enforcement, roadway concerns, signage concerns, and other miscellaneous roadway safety concerns.

Figure 1-3 Safety Partners Feedback by Topic



2 COLLISION ANALYSIS

2.1 Methodology

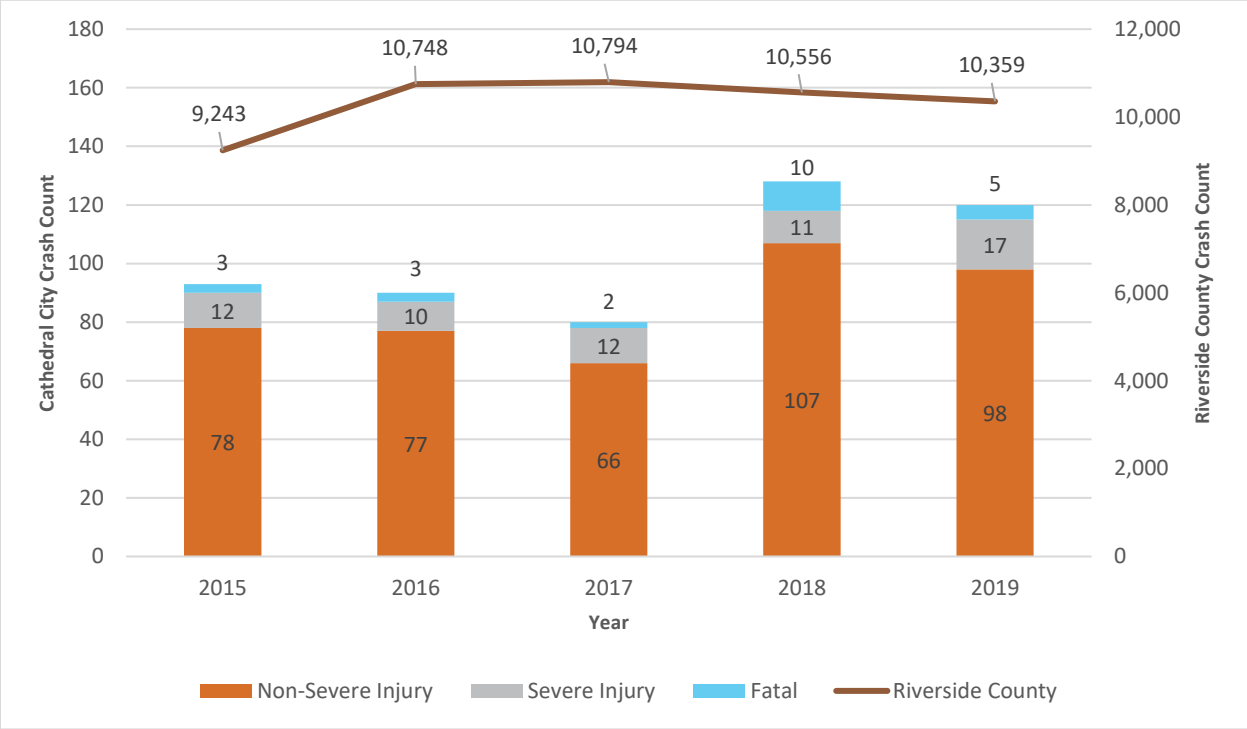
Crash data was obtained from the California Statewide Integrated Traffic Records System (SWITRS) database, the University of California, Berkeley, Transportation Injury Mapping System (TIMS) database, and the Cathedral City Police Department's local collision records. The most recent five (5) years of crash data were obtained from January 1, 2015 to December 31, 2019. Crashes were cross-referenced and geolocated to the local street network in a Geographic Information System (GIS) to create a comprehensive data set. There were 1,126 total collisions during the study period, which includes 507 fatal and injury collisions and 619 Property Damage Only (PDO) collisions. The PDO collisions were obtained from the SWITRS database but could not be geolocated due to a lack of coordinates. These crashes were not included in the citywide network and systemic screening analysis but will be included in the analysis of priority projects to maximize the benefit cost ratio (BCR). Data provided by the Cathedral City Police Department and from the TIMS database only included fatal and injury collisions. The crash data were analyzed to identify citywide crash patterns and trends based on the following characteristics:

- Annual Trends
- California Office of Transportation Safety (OTS) Citywide Traffic Rankings
- Location Type
- Severity
- Crash Type
- Primary Collision Factor
- Roadway User Involvement
- Nighttime Crashes
- Property Damage Crashes

2.2 Annual Trends

Figure 2-1 shows the total number of crashes per year in Cathedral City from 2015 to 2019 for fatal collisions, severe injury collisions, and non-severe injury collisions. The trendline shows the total number of crashes in Riverside County by year. The City's annual crash trends differ from the County's crash trends in the years 2016 through 2017 when the total crashes decreased in Cathedral City versus increased in Riverside County and in the years 2018 and 2019 when the total crashes, particularly in non-severe injury and fatal collisions, increased in Cathedral City versus decreased in Riverside County.

Figure 2-1 Annual Citywide Crash Incidence (2015-2019)



2.3 California Office of Traffic Safety (OTS) Traffic Rankings

The California Office of Traffic Safety (OTS) maintains a ranking system to compare traffic safety statistics among similarly sized California cities. Citywide rankings are based on population, daily vehicle miles traveled (DVMT), crash records, and crash trends from data collected by SWITRS, Caltrans, the California Department of Justice, and the Department of Finance. A ranking of one (1) in a category indicates the worst possible traffic safety performance in relation to other similarly-sized cities. A comparison of California OTS rankings allows cities to identify local trends relative to their peers.

Cathedral City is in "Group C" which consists of cities with populations between 50,001 and 100,000 people. *Table 2-1* summarizes how Cathedral City compares to other Group C peer cities from 2015 to 2017. Due to fluctuations in populations, the total number of cities in Group C will vary from year to year.

Table 2-1 Cathedral City OTS Crash Rankings (2015-2017)

2017 OTS CATEGORY	2015 OTS RANKING (1=POOR)	2016 OTS RANKING (1=POOR)	2017 OTS RANKING (1=POOR)
Total Fatal & Injury	98/105	99/104	102/106
Alcohol Involved	64/105	**65/104**	57/106
Had Been Drinking Driver < 21	70/105	90/104	**17/106**
Had Been Drinking Driver 21-34	52/105	95/104	84/106
Motorcycles	90/105	76/104	82/106
Pedestrians	80/105	90/104	82/106
Pedestrians < 15	**33/105**	**63/104**	**15/106**
Pedestrians 65+	72/105	96/104	76/106
Bicyclists	99/105	91/104	98/106
Bicyclists < 15	**34/105**	**41/104**	**36/106**
Composite	85/105	96/104	73/106
Speed Related	99/105	99/104	99/106
Nighttime (9:00 PM – 2:59 AM)	96/105	91/104	91/106
Hit and Run	93/105	83/104	68/106
DUI Arrests	**16/105**	66/104	55/106

Bold = Cathedral City's Top 3 Lowest Crash Ranking OTS Categories

Table 2-2 summarizes how Cathedral City compares to Palm Desert and Indio, other local Group C peer cities in Riverside County, based on the most recent available OTS rankings from 2017. Data tables for the OTS rankings are provided in *Appendix A*.

Table 2-2 CA OTS Local Crash Rankings (2017)

2017 OTS CATEGORY	CATHEDRAL CITY OTS RANKING (1=POOR)	PALM DESERT OTS RANKING (1=POOR)	INDIO OTS RANKING (1=POOR)
Total Fatal & Injury	102/106	88/106	57/106
Alcohol Involved	57/106	86/106	29/106
Had Been Drinking Driver < 21	**17/106**	20/106	55/106
Had Been Drinking Driver 21-34	84/106	89/106	59/106
Motorcycles	82/106	94/106	67/106
Pedestrians	82/106	104/106	68/106
Pedestrians < 15	**15/106**	89/106	52/106
Pedestrians 65+	76/106	59/106	13/106
Bicyclists	98/106	82/106	83/106
Bicyclists < 15	**36/106**	68/106	67/106
Composite	73/106	88/106	50/106
Speed Related	99/106	77/106	74/106
Nighttime (9:00 PM – 2:59 AM)	91/106	105/106	61/106
Hit and Run	68/106	94/106	30/106
DUI Arrests	55/106	78/106	51/106

Bold = Cathedral City's Top 3 Lowest Crash Ranking OTS Categories

Key OTS Crash Ranking findings include:

- Top 3 lowest 2015 OTS rankings for Cathedral City were: driving under the influence (DUI) arrests, collisions where a pedestrian under the age of 15 was involved, and collisions where a bicyclist under the age of 15 was involved.
- Top 3 lowest 2016 OTS rankings for Cathedral City were: collisions where a bicyclist under the age of 15 was involved, collisions where a pedestrian under the age of 15 was involved, and collisions where alcohol was involved.
- Top 3 lowest 2017 OTS rankings for Cathedral City were: collisions where a pedestrian under the age of 15 was involved, collisions where the driver had been drinking and was under the age of 21, and collisions where a bicyclist under the age of 15 was involved.
- OTS categories for collisions where a pedestrian under the age of 15 was involved and collisions where a bicyclist under the age of 15 was involved were in the top 3 lowest rankings for Cathedral City for the years 2015, 2016, and 2017.
- Cathedral City performed better than both the cities of Palm Desert and Indio in 2017 OTS rankings for: total fatal and injury collisions, collisions where a pedestrian over the age of 65 was involved, collisions involving bicyclists, and speed-related collisions.
- Cathedral City generally performed better than Indio in 2017 OTS rankings except for: collisions where the driver had been drinking and under 21, collisions where a pedestrian under the age of 15 was involved, and collisions where a bicyclist under the age of 15 was involved.

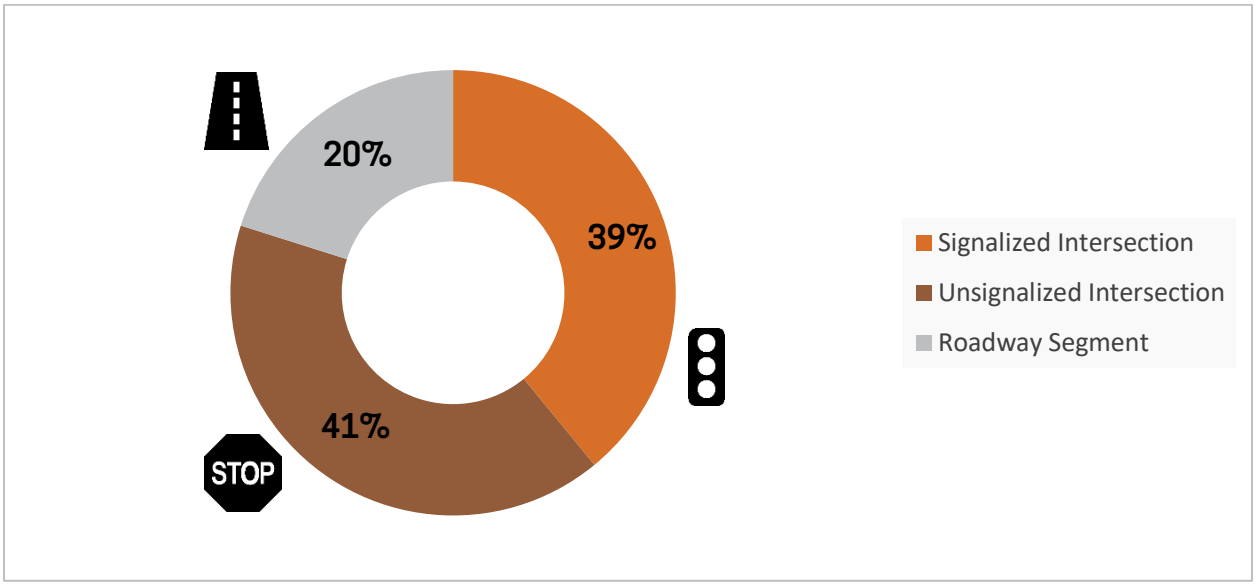
2.4 Location Type

Table 2-3 and Figure 2 summarize the proportion of citywide crashes by location type, which includes signalized intersections, unsignalized intersections, and roadway segments. Most crashes occurred at intersections (80%) which includes signalized intersections (39%) and unsignalized intersections (41%).

Table 2-3 Citywide Collisions by Location Type (2015-2019)

LOCATION TYPE	# OF COLLISIONS (%)
Signalized Intersection	198 (39%)
Unsignalized Intersection	207 (41%)
Roadway Segment	102 (20%)
Total Collisions	**507**

Figure 2-2 Citywide Collisions by Location Type



2.5 Severity

Table 2-4 and *Figure 2-3* summarize the proportion of citywide fatal and injury crashes by severity for fatal, severe injury, and non-severe injury collisions including other visible injury and complaint of pain. The majority of collisions resulted in non-severe injuries (83%), followed by severe injuries (12%), and fatalities (5%).

Table 2-4 Citywide Collisions by Location Type (2015-2019)

SEVERITY	# OF COLLISIONS (%)
Fatal	23 (5%)
Severe Injury	62 (12%)
Other Visible Injury	153 (30%)
Complaint of Pain	269 (53%)
Total Collisions	**507**

Figure 2-3 Citywide Collisions by Crash Severity (2015-2019)

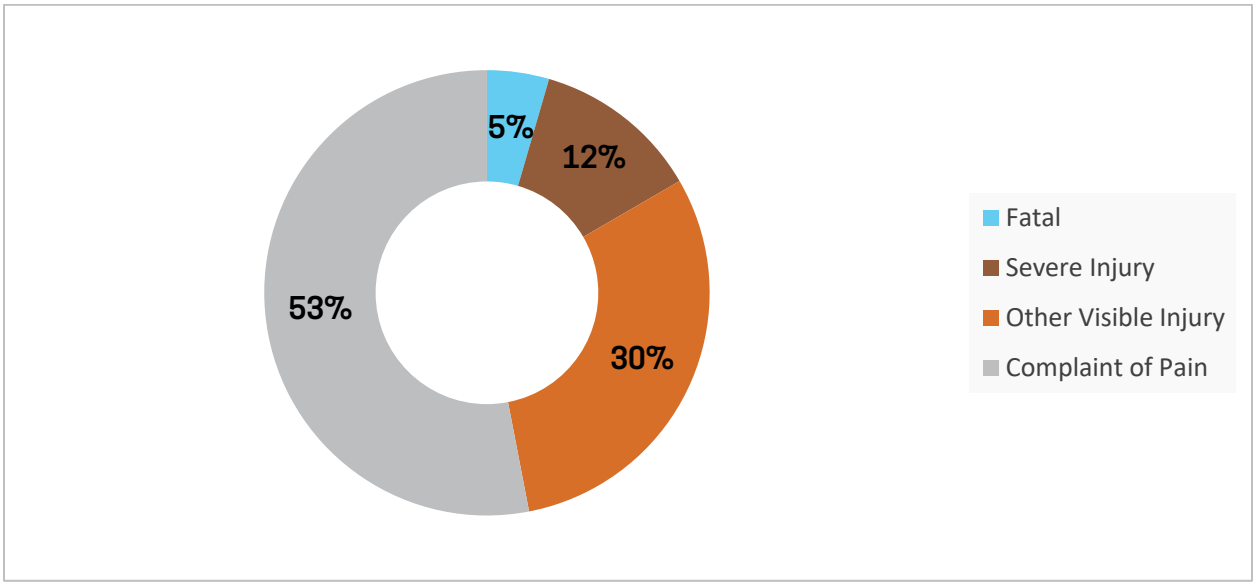


Table 2-5 summarizes the proportion of crash severity by location for signalized intersections, unsignalized intersections, and roadway segments. Intersection collisions resulted in the most fatal and severe injuries including signalized intersections (6% fatal and 10% severe injury of total collisions) and unsignalized intersections (4% fatal and 13% severe injury of total collisions). Roadway segment collisions included 3% fatal and 15% severe injury of total collisions.

While the number of fatal and severe injury collisions that occurred at each location type is a smaller percentage in comparison with the number of overall collisions, intersections were also over-represented in the number of total fatal and severe injury collisions. Signalized intersections represented 48% fatal and 32% severe injury of total fatal and severe injury collisions. Unsignalized intersections represented 39% fatal and 44% severe injury of total fatal and severe injury collisions. Roadway segments represented 13% fatal and 24% severe injury of total fatal and severe injury collisions.

Table 2-5 Citywide Crash Severity by Location Type (2015-2019)

SEVERITY	SIGNALIZED INTERSECTION	UNSIGNALIZED INTERSECTION	ROADWAY SEGMENT	# OF COLLISIONS (%)
Fatal	11 (6%/48%*)	9 (4%/39%*)	3 (3%/13%*)	23 (5%)
Severe Injury	20 (10%/32%*)	27 (13%/44%*)	15 (15%/24%*)	62 (12%)
Other Visible Injury	53 (27%)	69 (33%)	31 (30%)	153 (30%)
Complaint of Pain	114 (58%)	102 (49%)	53 (52%)	269 (53%)
Total Collisions	**198 (39%/36%*)**	**207 (41%/42%*)**	**102 (20%/21%*)**	**507**

Note: *Percentage of total fatal and severe injury collisions only by location

2.6 Crash Type

Table 2-6 and *Figure 2-4* summarize the proportion of all crashes by crash type, which include head-on, sideswipe, rear end, broadside, hit object, overturned, vehicle / pedestrian, other, and not stated collisions. The three most common crash types that occurred are broadside (31%), rear end (24%), and head-on (13%). These account for 68% of total crashes reported.

Table 2-6 Citywide Collisions by Crash Type (2015-2019)

CRASH TYPE	# OF COLLISIONS (%)
Head-On	65 (13%)
Sideswipe	48 (9%)
Rear End	120 (24%)
Broadside	158 (31%)
Hit Object	33 (7%)
Overturned	12 (2%)
Vehicle / Pedestrian	49 (10%)
Other / Not Stated	22 (4%)
Total Collisions	**507**

Figure 2-4 Citywide Collisions by Crash Type (2015-2019)

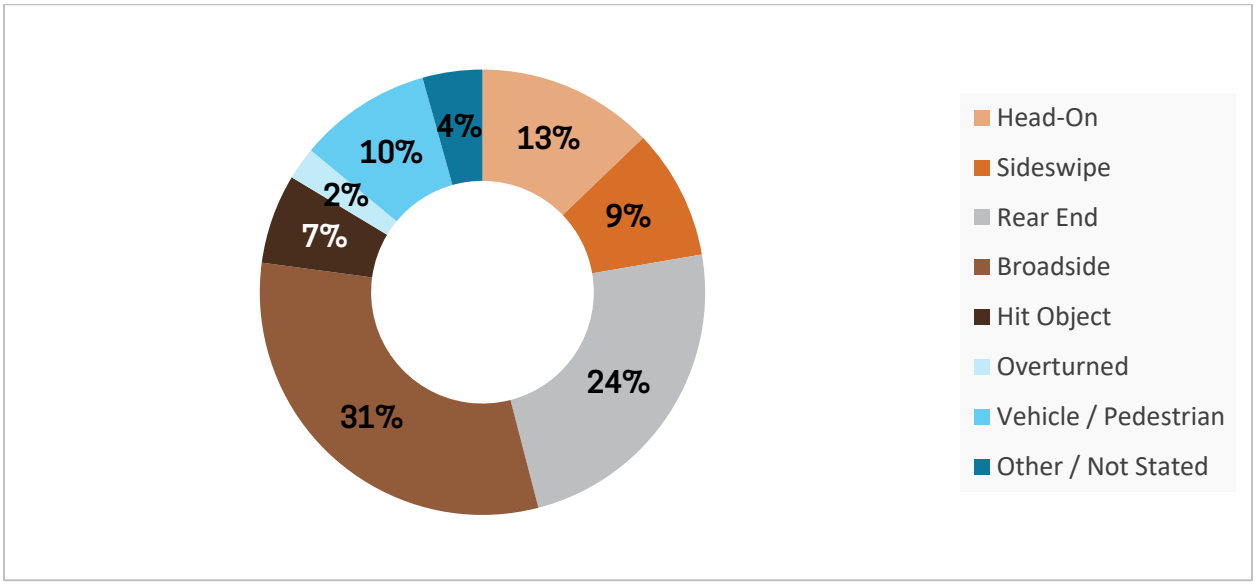


Table 2-7 summarizes the proportion of all crash types by severity. The crash types that resulted in the most fatal and severe injuries include broadside (26% fatal and 26% severe injury), rear end (17% fatal and 18% severe injury), head-on (17% fatal and 15% severe injury), and vehicle/pedestrian collisions (13% fatal and 15% severe injury).

Table 2-7 Citywide Crash Type by Severity (2015-2019)

CRASH TYPE	FATAL	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	# OF COLLISIONS (%)
Head-On	4 (17%)	9 (15%)	22 (14%)	30 (11%)	65 (13%)
Sideswipe	-	4 (6%)	19 (12%)	25 (9%)	48 (9%)
Rear End	4 (17%)	11 (18%)	30 (20%)	75 (28%)	120 (24%)
Broadside	6 (26%)	16 (26%)	47 (31%)	89 (33%)	158 (31%)
Hit Object	5 (22%)	4 (6%)	8 (5%)	16 (6%)	33 (7%)
Overturned	1 (4%)	7 (11%)	2 (1%)	2 (1%)	12 (2%)
Vehicle / Pedestrian	3 (13%)	9 (15%)	20 (13%)	17 (6%)	49 (10%)
Other / Not Stated	-	2 (3%)	5 (3%)	15 (6%)	22 (4%)
Total Collisions	**23 (5%)**	**62 (12%)**	**153 (30%)**	**269 (53%)**	**507**

Table 2-8 summarizes the proportion of all crash types by location for signalized intersections, unsignalized intersections, and roadway segments. The majority of crashes occurred at intersections, accounting for 80% of total crashes including 39% at signalized intersections and 41% at unsignalized intersections. The most common crash types at signalized intersections were rear end (31%), broadside (30%), and head-on (13%). The most common crash types at unsignalized intersections were broadside (34%), rear end (16%), and sideswipe (12%). The most common crash types at roadway segments were broadside (27%), rear end (25%), and head-on (18%). The most common crash types observed across all three location types were typically consistent with the most common crash types overall: broadside (31%), rear end (24%), and head-on (13%).

Table 2-8 Citywide Crash Type by Location (2015-2019)

CRASH TYPE	SIGNALIZED INTERSECTION	NON-SIGNALIZED INTERSECTION	ROADWAY SEGMENT	# OF COLLISIONS (%)
Head-On	25 (13%)	22 (11%)	18 (18%)	65 (13%)
Sideswipe	15 (8%)	24 (12%)	9 (9%)	48 (9%)
Rear End	62 (31%)	33 (16%)	25 (25%)	120 (24%)
Broadside	59 (30%)	71 (34%)	28 (27%)	158 (31%)
Hit Object	5 (3%)	13 (6%)	15 (15%)	33 (7%)
Overturned	1 (1%)	9 (4%)	2 (2%)	12 (2%)
Vehicle / Pedestrian	20 (10%)	26 (13%)	3 (3%)	49 (10%)
Other / Not Stated	11 (6%)	9 (4%)	2 (2%)	22 (4%)
Total Collisions	**198 (39%)**	**207 (41%)**	**102 (20%)**	**507**

2.7 Primary Collision Factor

Table 2-9 and *Figure 2-5* summarize the Primary Collision Factor (PCF) of crashes by the California vehicle code violation categories. PCF violation categories that represented less than 3% of citywide collisions were graphically combined into a single category on Figure 5. The top primary collision factors were unsafe speed (21%), automobile right-of-way (19%), improper turning (14%), and driving or bicycling under the influence of alcohol or drugs (14%). These account for 68% of total crashes reported.

Table 2-9 Citywide Collisions by Primary Collision Factor (2015-2019)

PRIMARY COLLISION FACTOR VIOLATION CATEGORY	# OF COLLISIONS (%)
Driving or Bicycling Under the Influence of Alcohol or Drugs	70 (14%)
Unsafe Speed	107 (21%)
Following Too Closely*	8 (2%)
Wrong Side of Road	13 (3%)
Improper Passing*	1 (<1%)
Unsafe Lane Change*	2 (<1%)
Improper Turning	69 (14%)
Automobile ROW	95 (19%)
Pedestrian ROW*	9 (2%)
Pedestrian Violation	26 (5%)
Traffic Signals and Signs	53 (10%)
Lights*	1 (<1%)
Other	14 (3%)
Unsafe Starting or Backing*	4 (1%)
Unknown / Not Stated	35 (7%)
Total Collisions	**507**

Note: *PCF Category representing less than 3% of total crashes

Figure 2-5 Citywide Collisions by Primary Collision Factor (2015-2019)

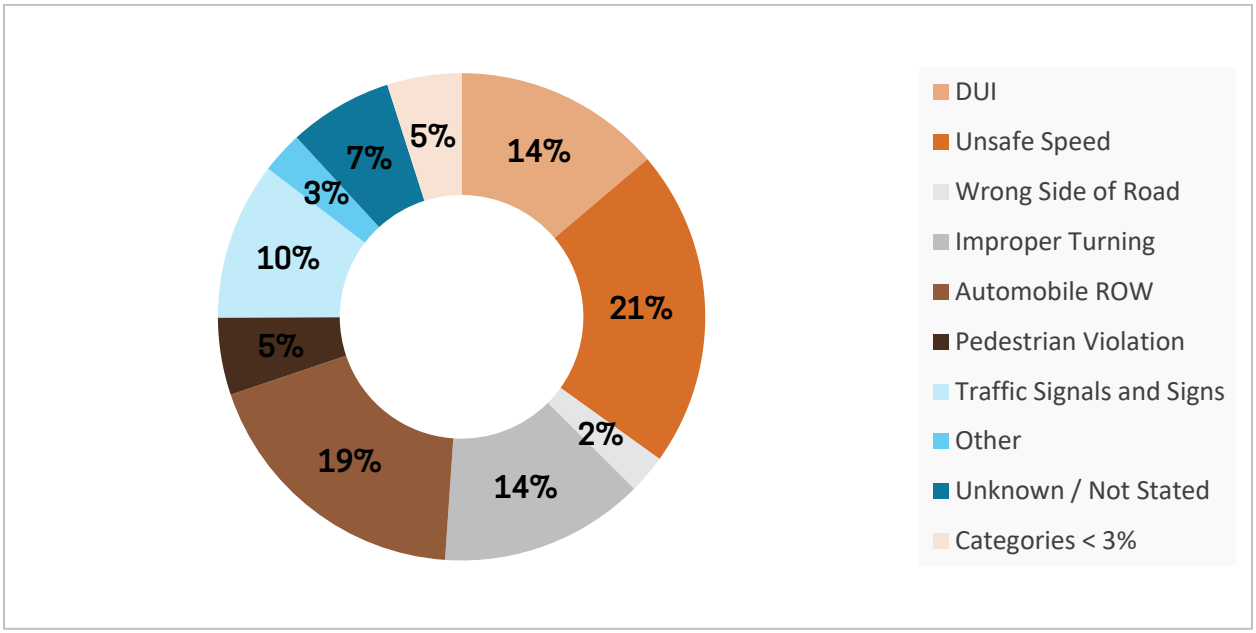


Table 2-10 summarizes the proportion of primary collision factor by severity. The primary collision factors that resulted in the most fatal and severe injuries include driving or bicycling under the influence of alcohol or drugs (26% fatal and 26% severe injury), unsafe speed (17% fatal and 18% severe injury), automobile right-of-way (13% fatal and 13% severe injury), and improper turning (9% fatal and 13% severe injury). Combined, these primary collision factors account for 68% of total crashes reported.

Table 2-11 summarizes the proportion of primary collision factor violation categories by location for signalized intersections, unsignalized intersections, and roadway segments. The top three primary collision factor violation categories at signalized intersections were unsafe speed (31%), traffic signals and signs (20%), and driving or bicycling under the influence of alcohol or drugs (12%). The top three at unsignalized intersections were automobile right-of-way (28%), improper turning (16%), unsafe speed (13%), driving or bicycling under the influence of alcohol or drugs (13%). The top three at roadway segments were driving or bicycling under the influence of alcohol or drugs (21%), unsafe speed (19%), and automobile right-of-way (18%). The most common primary collision factor violation categories observed across all three location types were consistent with the most common crash types overall: unsafe speed (21%), automobile right-of-way (19%), driving or bicycling under the influence of alcohol or drugs (14%), and improper turning (14%). Combined, these primary collision factors account for 68% of total reported crashes.

Table 2-10 Primary Collision Factor Violation Category by Severity (2015-2019)

PRIMARY COLLISION FACTOR VIOLATION CATEGORY	FATAL	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	# OF COLLISIONS (%)
Driving or Bicycling Under the Influence of Alcohol or Drugs	6 (26%)	16 (26%)	21 (14%)	27 (10%)	70 (14%)
Unsafe Speed	4 (17%)	11 (18%)	24 (15%)	68 (25%)	107 (21%)
Following Too Closely*	-	1 (2%)	-	7 (3%)	8 (2%)
Wrong Side of Road	2 (9%)	4 (6%)	2 (1%)	5 (2%)	13 (3%)
Improper Passing*	-	-	-	1 (<1%)	1 (<1%)
Unsafe Lane Change*	-	-	-	2 (<1%)	2 (<1%)
Improper Turning	2 (9%)	8 (13%)	28 (18%)	31 (12%)	69 (14%)
Automobile ROW	3 (13%)	8 (13%)	31 (20%)	53 (20%)	95 (19%)
Pedestrian ROW*		3 (5%)	4 (3%)	2 (1%)	9 (2%)
Pedestrian Violation	5 (22%)	3 (5%)	11 (7%)	7 (3%)	26 (5%)
Traffic Signals and Signs	-	2 (3%)	15 (10%)	36 (13%)	53 (10%)
Lights*	-	-	-	1 (<1%)	1 (<1%)
Other	-	1 (2%)	1 (1%)	12 (4%)	14 (3%)
Unsafe Starting or Backing*	-	-	1 (1%)	3 (1%)	4 (1%)
Unknown / Not Stated	1 (4%)	5 (8%)	15 (10%)	14 (5%)	35 (7%)
Total Collisions	**23 (5%)**	**62 (12%)**	**153 (30%)**	**269 (53%)**	**507**

Table 2-11 Primary Collision Factor Violation Category by Location (2015-2019)

PRIMARY COLLISION FACTOR VIOLATION CATEGORY	SIGNALIZED INTERSECTION	UNSIGNALIZED INTERSECTION	ROADWAY SEGMENT	# OF COLLISIONS (%)
Driving or Bicycling Under the Influence of Alcohol or Drugs	23 (12%)	26 (13%)	21 (21%)	70 (14%)
Unsafe Speed	61 (31%)	27 (13%)	19 (19%)	107 (21%)
Following Too Closely*	1 (<1%)	4 (2%)	3 (3%)	8 (2%)
Wrong Side of Road	1 (<1%)	6 (3%)	6 (6%)	13 (3%)
Improper Passing*	-	-	1 (1%)	1 (<1%)
Unsafe Lane Change*	-	-	2 (1%)	2 (<1%)
Improper Turning	21 (11%)	34 (16%)	14 (14%)	69 (14%)
Automobile ROW	19 (10%)	58 (28%)	18 (18%)	95 (19%)
Pedestrian ROW*	4 (2%)	5 (2%)	-	9 (2%)
Pedestrian Violation	11 (6%)	12 (6%)	3 (3%)	26 (5%)
Traffic Signals and Signs	40 (20%)	11 (5%)	2 (2%)	53 (10%)
Lights*	-	-	1 (1%)	1 (<1%)
Other	2 (1%)	7 (3%)	5 (5%)	14 (3%)
Unsafe Starting or Backing*	2 (1%)	1 (<1%)	1 (1%)	4 (1%)
Unknown / Not Stated	13 (7%)	16 (8%)	6 (6%)	35 (7%)
Total Collisions	**198 (39%)**	**207 (41%)**	**102 (20%)**	**507**

2.8 Roadway User Involvement

Table 2-12 and *Figure 2-6* summarize the proportion of citywide crashes by roadway user type involved which includes automobiles, motorcycles, bicycles, and pedestrians. The majority of collisions involved motorized roadway users including automobiles (75%) and motorcycles (7%). Non-motorized roadway users were involved in 18% of collisions including bicycles (6%) and pedestrians (12%)

Table 2-12 Citywide Collisions by Roadway User Involvement (2015-2019)

ROADWAY USER	# OF COLLISIONS (%)
Automobiles	**382 (75%)**
Motorcycles	36 (7%)
Bicycles	**29 (6%)**
Pedestrians	60 (12%)
Total Collisions	**507**

Figure 2-6 Citywide Collisions by Roadway User Involvement (2015-2019)

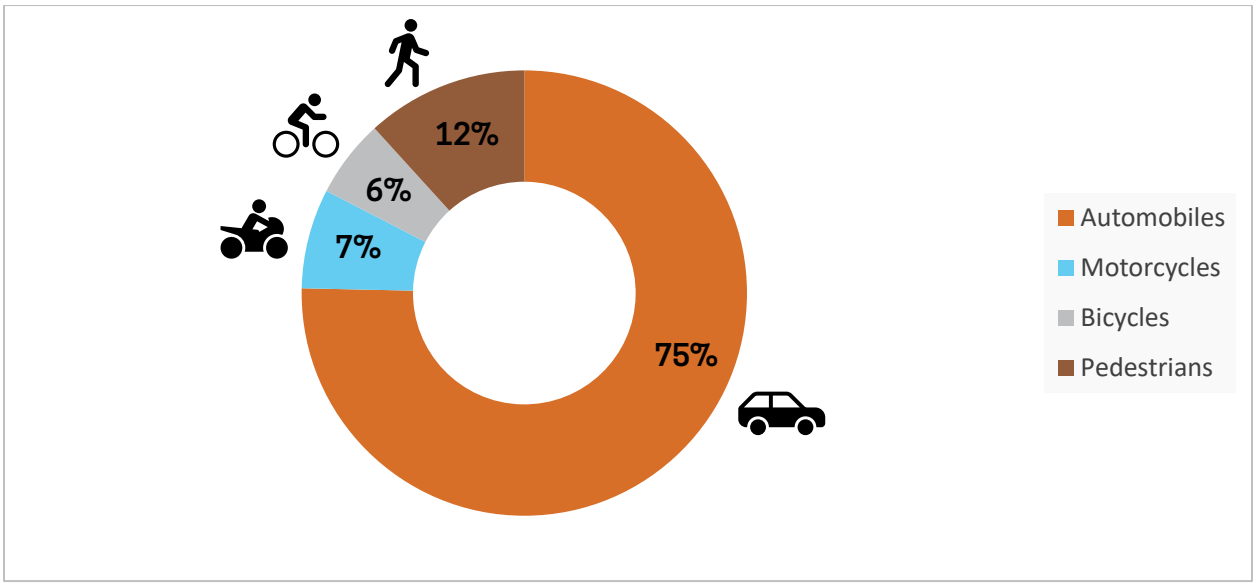


Table 2-13 and *Figure 2-7* summarize the proportion of roadway user type by severity. Of the total collisions, 75% involved automobiles only and the majority resulted in non-severe injuries including other visible injuries and complaint of pain injuries. Automobile collisions represented 48% of total fatal and 61% of total severe injury collisions. Approximately 13% of all automobile collisions resulted in a fatality or severe injury. The majority of collisions involving motorcycles resulted in severe injuries and other visible injuries. Motorcycle collisions represented 9% of total fatal and 19% of total severe injury collisions. Approximately 38% of all motorcycle collisions resulted in a fatality or severe injury. The majority of collisions involving bicycles resulted in other visible injuries and complaint of pain injuries. Bicycle collisions represented 13% of total fatal and 2% of total severe injury crashes. Approximately 14% of all bicycle collisions resulted in a fatality

or severe injury. The majority of pedestrian collisions resulted in other visible injuries and complaint of pain injuries. Pedestrian collisions represented 30% of total fatal and 18% of total severe injury collisions. Approximately 30% of all pedestrian collisions resulted in a fatality or severe injury.

Table 2-13 Roadway User Involvement by Severity (2015-2019)

ROADWAY USER	FATAL	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	# OF COLLISIONS (%)
Automobiles	11 (48%)	38 (61%)	98 (64%)	235 (87%)	382 (75%)
Motorcycles	2 (9%)	12 (19%)	16 (10%)	6 (2%)	36 (7%)
Bicycles	3 (13%)	1 (2%)	15 (10%)	10 (4%)	29 (6%)
Pedestrians	7 (30%)	11 (18%)	24 (16%)	18 (7%)	60 (12%)
Total Collisions	**23 (5%)**	**62 (12%)**	**153 (30%)**	**269 (53%)**	**507**

Figure 2-7 Roadway User Involvement by Severity (2015-2019)

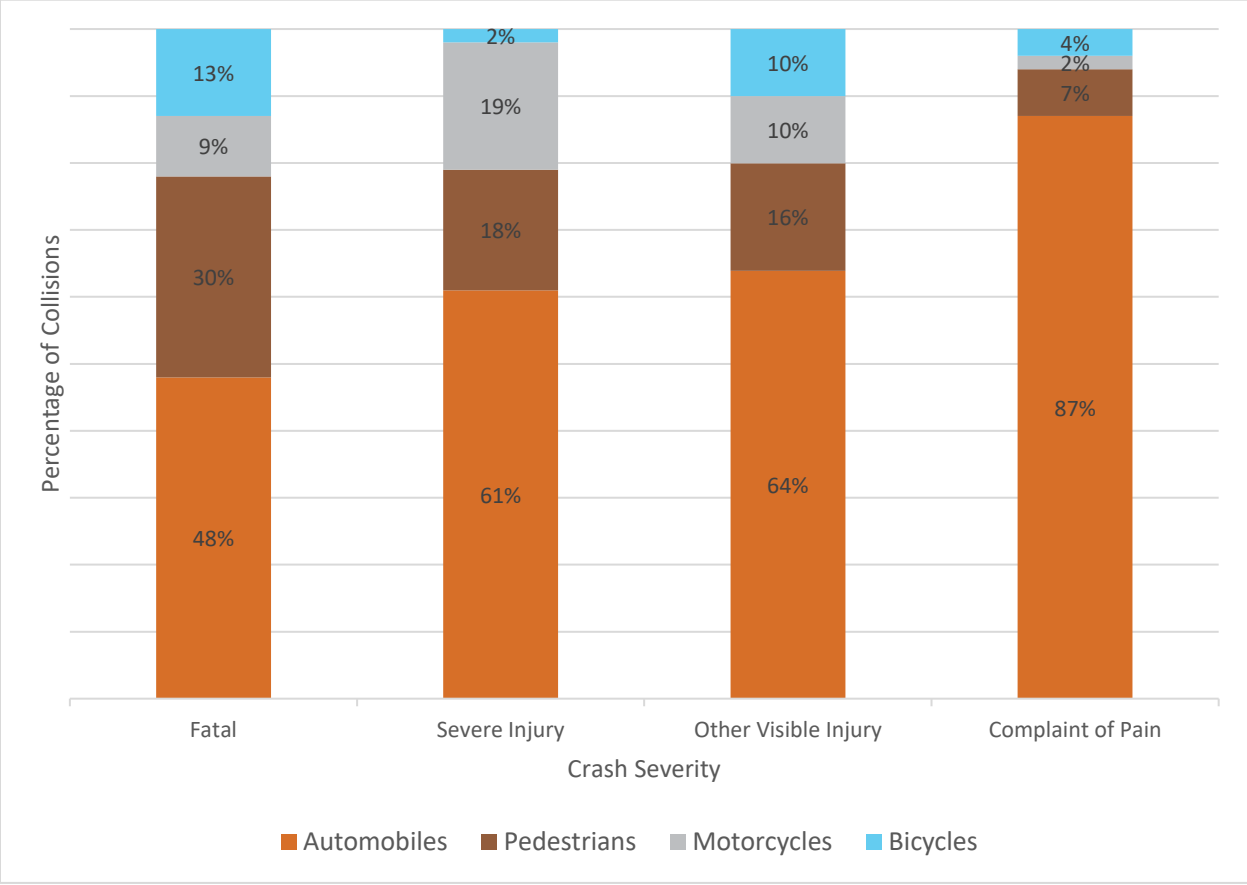
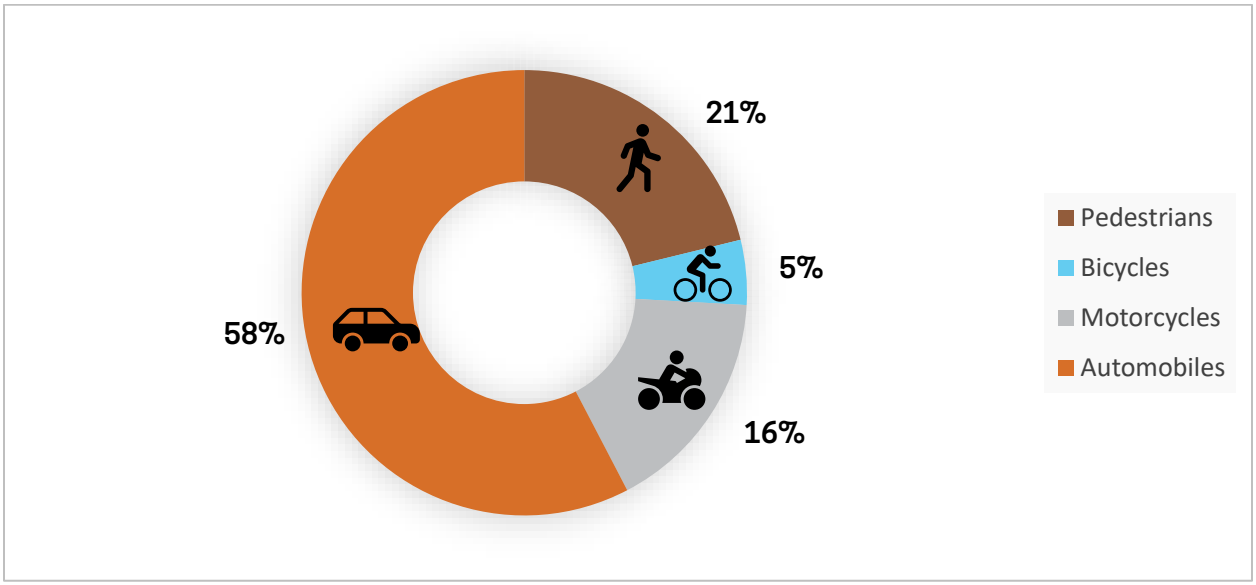


Figure 2-8 summarizes the proportion of roadway user types for fatal and severe injury collisions. Although motorcycles and pedestrians make up a small percentage of total crashes (7% and 12%, respectively), they are over-represented in the number of fatal and severe injury collisions (16% and 21%, respectively), which indicates that they are vulnerable roadway users. Bicycles were

involved in 5% of total fatal and severe injury collisions, which was representative of the 6% of total collisions that bicycles were involved in. Fatal and severe injury crashes involving pedestrians are higher than the percentages of motorcycle and bicycle crashes. This may be attributed to motorcycles and bicycles being more visible to vehicles than pedestrians are due to their higher profile on local roadways.

Figure 2-8 Fatal and Severe Injury Collisions by Roadway User Involvement (2015-2019)



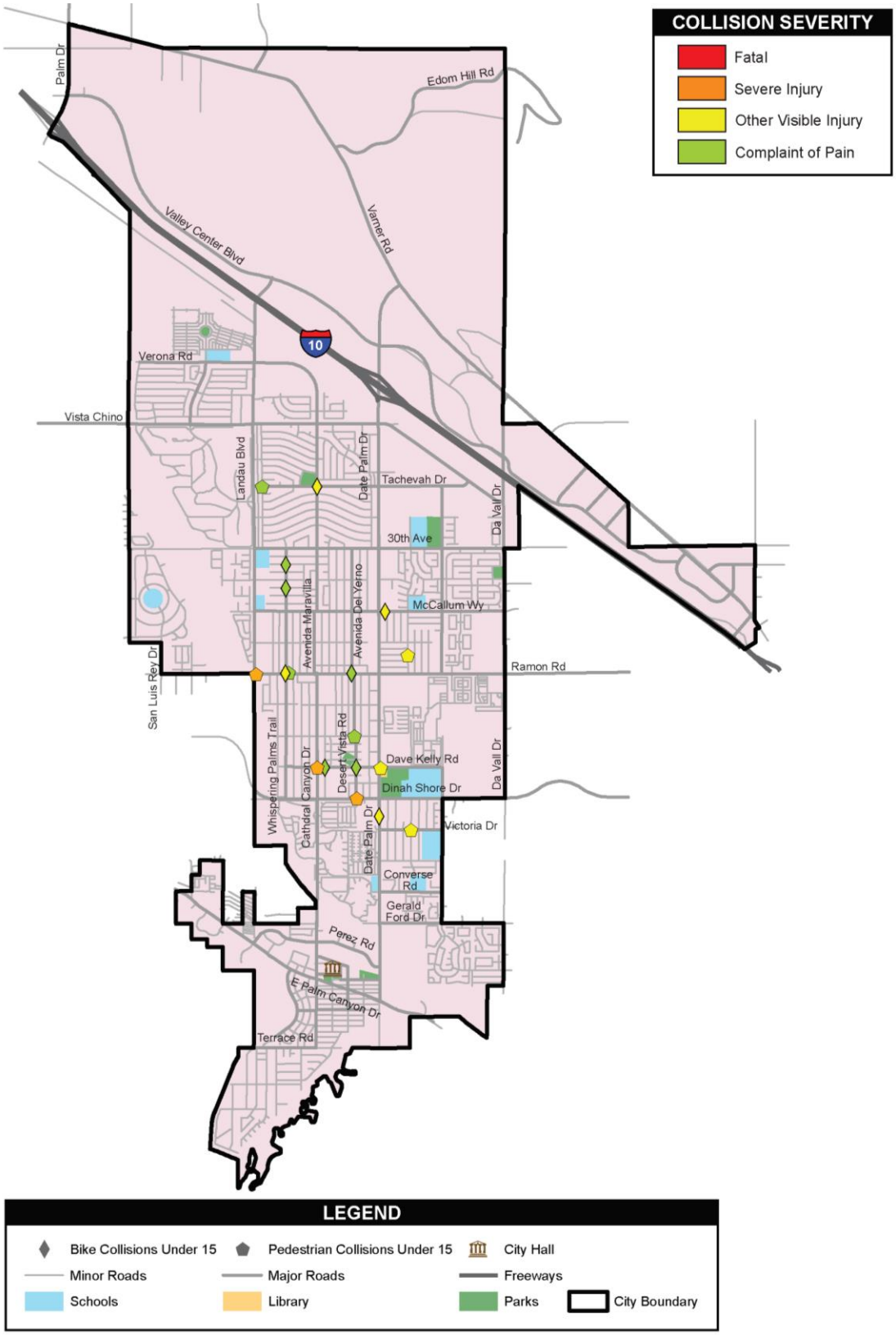
Crashes Involving Pedestrians and Bicycles Under 15

Table 2-14 summarizes the proportion of citywide crashes that involved a pedestrian or a bicyclist under the age of 15 by severity and location. There were 19 total crashes that occurred during the study period including 10 pedestrian collisions and 9 bicycle collisions. There were no fatalities and the 3 severe injury collisions involved pedestrians. The remaining injury collisions included 8 other visible injury (4 pedestrian and 4 bicycle) and 8 complaint of pain (3 pedestrian and 5 bicycle). All the collisions occurred at intersections including 7 at signalized intersections and 12 at unsignalized intersections. *Figure 2-9* displays where collisions involving pedestrians or bicyclists under the age of 15 occurred in relation to community centers, public schools and parks.

Table 2-14 Crash Severity and Roadway User Involvement by Location (2015-2019)

SEVERITY	SIGNALIZED INTERSECTION		UNSIGNALIZED INTERSECTION		# OF COLLISIONS (%)
	PEDESTRIAN	BICYCLE	PEDESTRIAN	BICYCLE	
Fatal	-	-	-	-	-
Severe Injury	1 (33%)	-	2 (29%)	-	3 (16%)
Other Visible Injury	1 (33%)	3 (75%)	3 (43%)	1 (20%)	8 (42%)
Complaint of Pain	1 (33%)	1 (25%)	2 (29%)	4 (80%)	8 (42%)
Total Collisions	**3 (16%)**	**4 (21%)**	**7 (37%)**	**5 (26%)**	**19**

Figure 2-9 Citywide Collisions Involving Pedestrians and Bicyclists Under 15 (2015-2019)



2.9 Nighttime Crashes

Crashes were evaluated from 6:00 PM to 6:00 AM to identify nighttime crash patterns. There were 259 collisions that occurred during the study period and *Figure 2-10* shows a summary of total crashes and severity by time of day. Nighttime crash frequency for all severity types was generally higher from 6:00 PM to 10:00 PM. The most severe crashes (fatal and severe injury) generally occurred from 6:00 PM to 3:00 AM. The highest number of nighttime crashes occurred from 6:00 PM to 7:00 PM. The highest number of fatal and severe injury crashes occurred from 2:00 AM to 3:00 AM. *Figure 2-11* illustrates where the nighttime crashes occurred by severity and roadway user type. *Table 2-15* summarizes nighttime crashes by roadway user and location.

Figure 2-10 Crash Severity by Time Period (2015-2019)

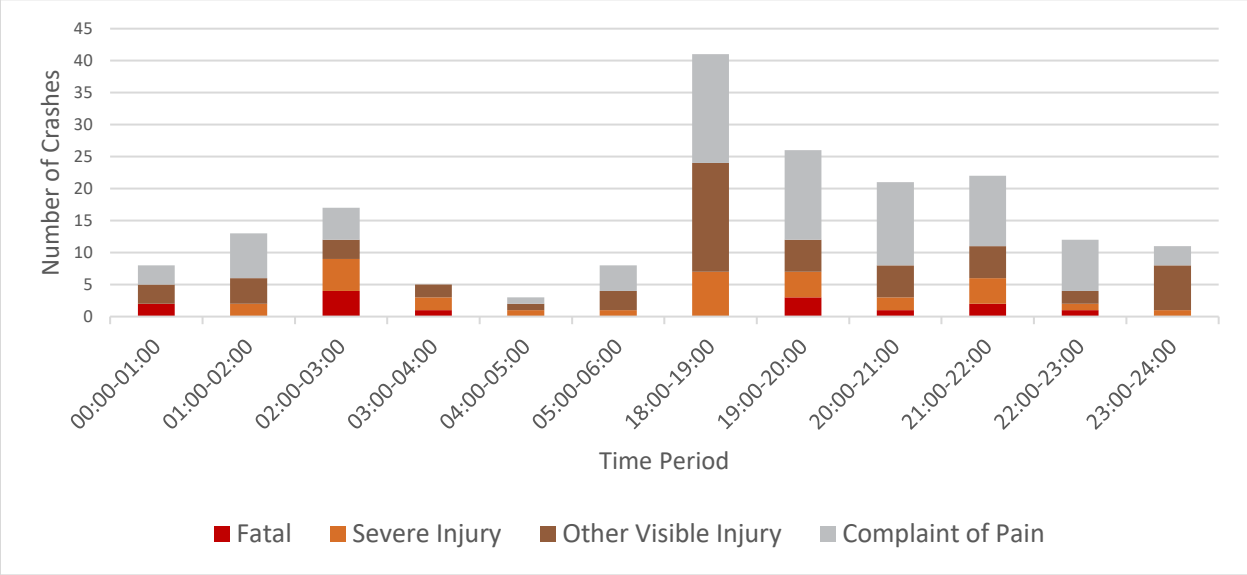
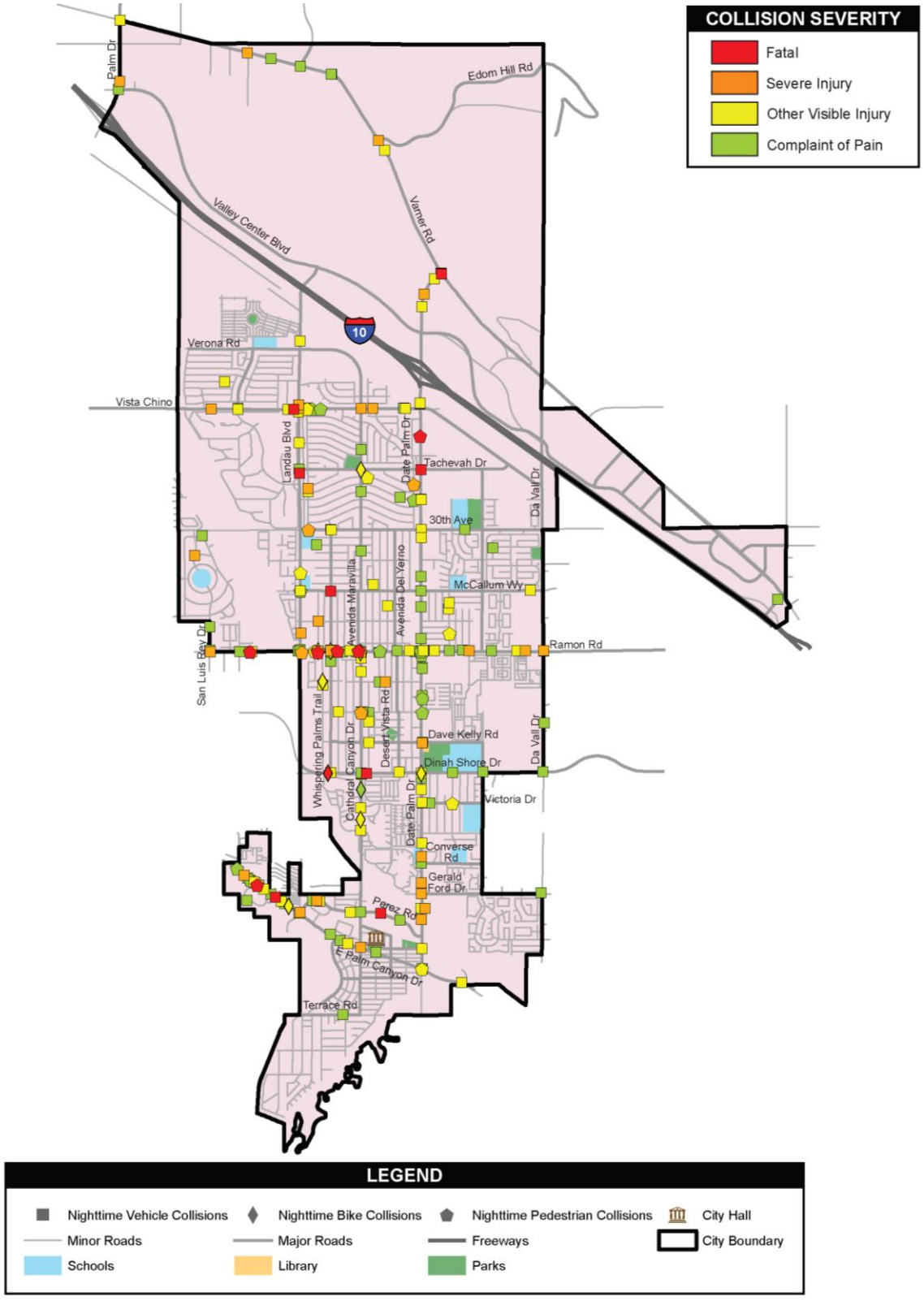


Table 2-15 Citywide Nighttime Collision Severity by Location (2015-2019)

SEVERITY	SIGNALIZED INTERSECTION	UNSIGNALIZED INTERSECTION	ROADWAY SEGMENT	# OF COLLISIONS (%)
Fatal	5 (5%)	8 (8%)	2 (4%)	15 (6%)
Severe Injury	11 (10%)	13 (13%)	12 (21%)	36 (14%)
Other Visible Injury	27 (26%)	36 (37%)	20 (35%)	83 (32%)
Complaint of Pain	62 (59%)	40 (41%)	23 (40%)	125 (48%)
Total Collisions	**105 (41%)**	**97 (37%)**	**57 (22%)**	**259**

Figure 2-11 Citywide Nighttime Crashes (2015-2019)



2.10 Property Damage Collisions

There were 619 property damage collisions reported in the 5-year study period from the SWITRS database. The crashes were not included in the citywide network and screening analysis due to the inability to geolocate them from a lack of coordinate data. Analysis of the property damage collisions is presented for roadway user involvement, crash type, and primary collision factor.

Roadway User

Table 2-16 summarizes the proportion of property damage crashes by roadway user involvement. Nearly all of the property damage collisions only involved automobiles (99%). This is consistent with the collision analysis results for fatal and injury crashes which indicated that motorcycles, bicycles, and pedestrians are more vulnerable roadway users.

Table 2-16 Property Damage Collisions by Roadway User (2015-2019)

ROADWAY USER	# OF COLLISIONS (%)
Automobiles	612 (99%)
Motorcycles	1 (<1%)
Bicycles	3 (<1%)
Pedestrians	3 (<1%)
Total Collisions	**619**

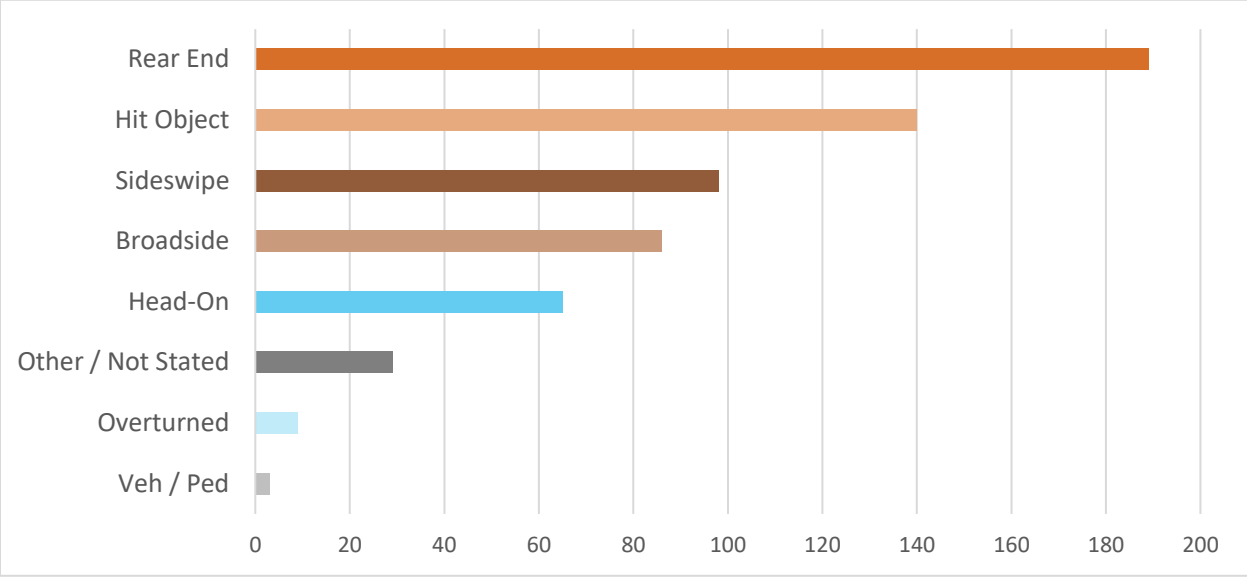
Crash Type

Table 2-17 and *Figure 2-12* summarizes the proportion of property damage collisions by crash type. The three most common crash types that were rear end (31%), hit object (23%), and sideswipe (16%). Rear end collisions were also in the top three crash types for fatal and injury collisions, which also included broadside and head-on.

Table 2-17 Property Damage Collisions by Crash Type (2015-2019)

CRASH TYPE	# OF COLLISIONS (%)
Head-On	65 (11%)
Sideswipe	98 (16%)
Rear End	189 (31%)
Broadside	86 (14%)
Hit Object	140 (23%)
Overturned	9 (1%)
Vehicle / Pedestrian	3 (<1%)
Other / Not Stated	29 (5%)
Total Collisions	**619**

Figure 2-12 Property Damage Collisions by Crash Type (2015-2019)



Primary Collision Factor

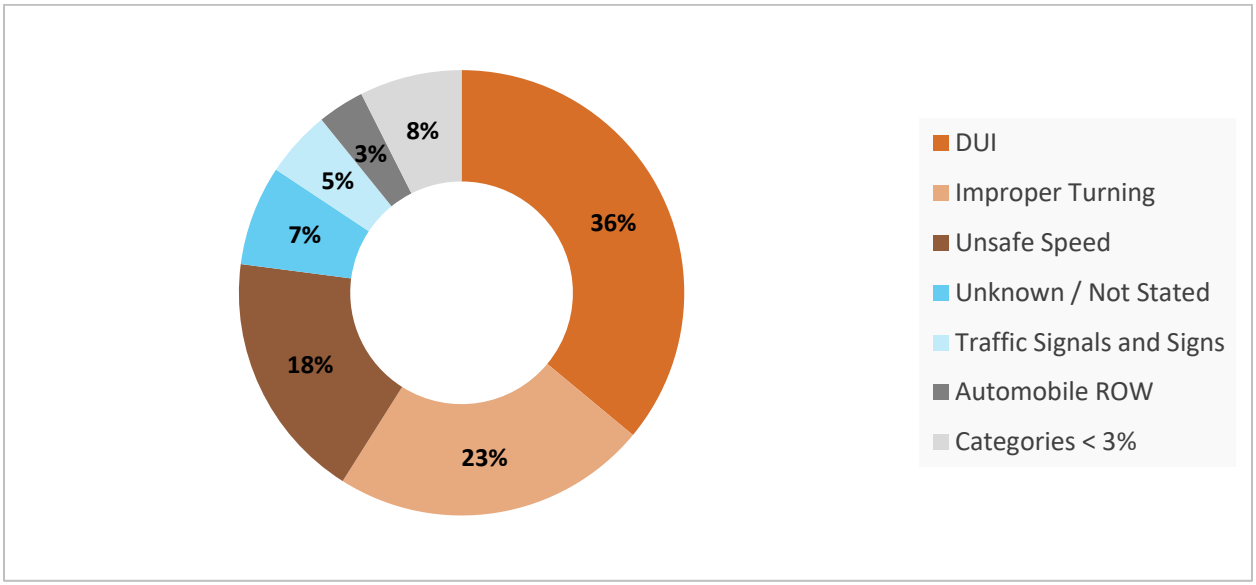
Table 2-18 and *Figure 2-13* summarizes the proportion of property damage crashes by primary collision factor. The top three were driving or bicycling under the influence of alcohol or drugs (36%), improper turning (23%), and unsafe speed (18%). These were consistent with the top primary collision factors identified in the analysis of fatal and injury collisions.

Table 2-18 Property Damage Collisions by Primary Collision Factor (2015-2019)

PRIMARY COLLISION FACTOR VIOLATION CATEGORY	# OF COLLISIONS (%)
Driving or Bicycling Under the Influence of Alcohol or Drugs	223 (36%)
Unsafe Speed	112 (18%)
Following Too Closely*	2 (<1%)
Wrong Side of Road	8 (1%)
Improper Passing*	1 (<1%)
Unsafe Lane Change*	7 (1%)
Improper Turning	142 (23%)
Automobile ROW	21 (3%)
Pedestrian ROW*	2 (<1%)
Pedestrian Violation	1 (<1%)
Traffic Signals and Signs	30 (5%)
Other	9 (1%)
Unsafe Starting or Backing*	16 (3%)
Unknown / Not Stated	45 (7%)
Total Collisions	**619**

Note: *PCF Category representing less than 3% of total crashes

Figure 2-13 Property Damage Collisions by Primary Collision Factor (2015-2019)



2.11 Equivalent Property Damage Only (EPDO) Scoring

Equivalent Property Damage Only (EPDO) scoring per the Highway Safety Manual (HSM) was utilized to analyze crash data and evaluate roadway network performance. Crashes were assigned weighting factors relative to property damage only collisions based on crash costs from the Highway Safety Improvement Program (HSIP) Local Roadway Safety Manual (LRSM) for California Local Road Owners v1.5. The weighting factor generally reflects an order of magnitude difference between the societal costs of fatal and severe injury collisions versus non-severe injury collisions. EPDO score is calculated by multiplying each crash severity total by its associated weight and summing the results, using the following formula:

EPDO Score = (Fatal Weight x Number of Fatal Crashes) + (Severe Injury Weight x Number of Severe Injury Crashes) + (Other Visible Injury Weight x Number of Other Visible Injury Crashes) + (Complaint of Pain Injury Weight x Number of Complaint of Pain Injury Crashes) + Property Damage Only Crashes

EPDO scoring was conducted for signalized intersections, non-signalized intersections, and roadway segments. EPDO scores were organized by quintile and displayed graphically by heat maps. The top quintiles identified priority locations with the highest EPDO scores and corresponds with the highest crash frequency and severity. *Appendix B* provides collision summaries for the priority locations. *Table 2-19* summarizes the crash cost and EPDO score associated with an individual collision by location type and severity. *Figure 2-14* shows the citywide EPDO scoring by quintile for signalized intersections, non-signalized intersections, and roadway segments.

Figure 2-14 Citywide EPDO Scoring

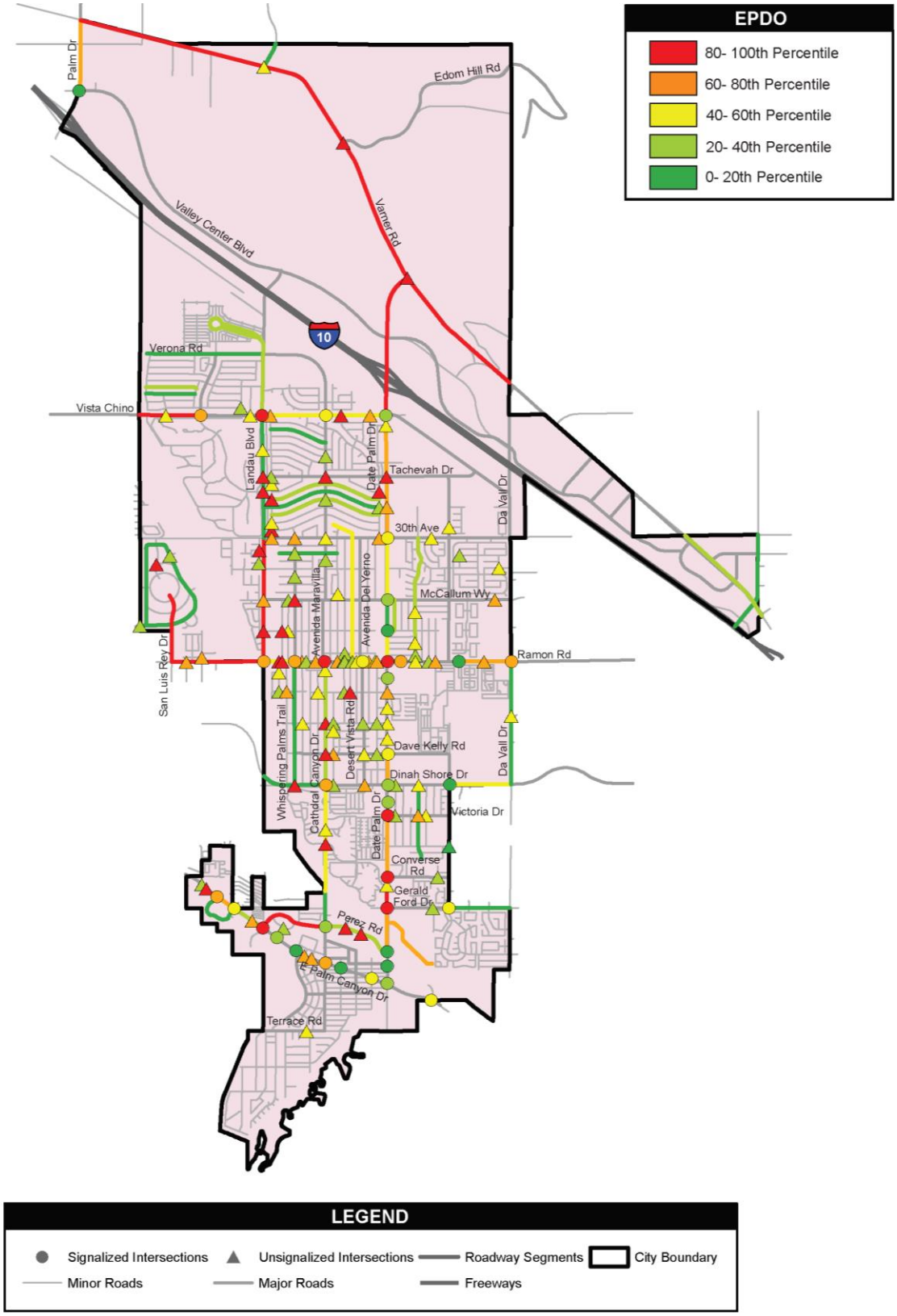


Table 2-19 Crash Weights by Severity and Location Type

LOCATION TYPE	CRASH WEIGHTS BY SEVERITY							
	FATAL AND SEVERE INJURY		OTHER VISIBLE INJURY		COMPLAINT OF PAIN INJURY		PROPERTY DAMAGE ONLY	
	EPDO SCORE	CRASH COST	EPDO SCORE	CRASH COST	EPDO SCORE	CRASH COST	EPDO SCORE	CRASH COST
Signalized Intersection	123.7	$1.46m	10.7	$126,500	6.1	$71,900	1	$11,800
Unsignalized Intersection	195.8	$2.31m						
Roadway	169.5	$1.46m						

Signalized Intersections

Figure 2-15 shows the citywide EPDO scoring by quintile for signalized intersections. The quintiles and corresponding EPDO score ranges are as follows:

- 80 – 100th Percentile: 206.6 to 649.4
- 60 – 80th Percentile: 141.0 to 206.5
- 40 – 60th Percentile: 45.9 to 140.9
- 20 – 40th Percentile: 12.3 to 45.8
- 0 – 20th Percentile: 0.0 to 12.2

The top two quintile signalized intersection locations based on EPDO scores are shown on *Table 2-20* and graphically on *Figure 2-16*. Based on roadway classifications in the Cathedral City General Plan Circulation Element, most of the top quintile signalized intersections locations are along arterial and major highway corridors with fewer intersections on lower-order roadways.

Table 2-20 Top Two Quintile Signalized Intersections by EPDO Score (2015-2019)

RANK	LOCATION	TOTAL COLLISIONS	EPDO
1	Vista Chino & Landau Blvd	12	649.4
2	Date Palm Dr & Gerald Ford Dr	4	369.2
3	Date Palm Dr & Victoria Dr	10	301.6
4	Ramon Rd & Cathedral Canyon Dr / Avenida Maravilla	10	297
5	Date Palm Dr & Converse Rd	6	268
6	East Palm Canyon Dr & Perez Rd	6	263.4
7	Ramon Rd & Date Palm Dr	14	208
8	East Palm Canyon Dr & Canyon Plaza	13	206.5
9	East Palm Canyon Dr & Cathedral Canyon Dr	9	191.3
10	Ramon Rd & Whispering Palms Trail	8	176
11	Vista Chino & Avenida Quintana	8	176
12	East Ramon Rd & Landau Blvd	6	159.2
13	East Ramon Rd & Cathedral Village East	5	157.7
14	East Ramon Rd & Da Vall Dr	5	153.1
15	Dinah Shore Dr & Cathedral Canyon Dr	5	143.9

Figure 2-15 Signalized Intersections EPDO Scoring

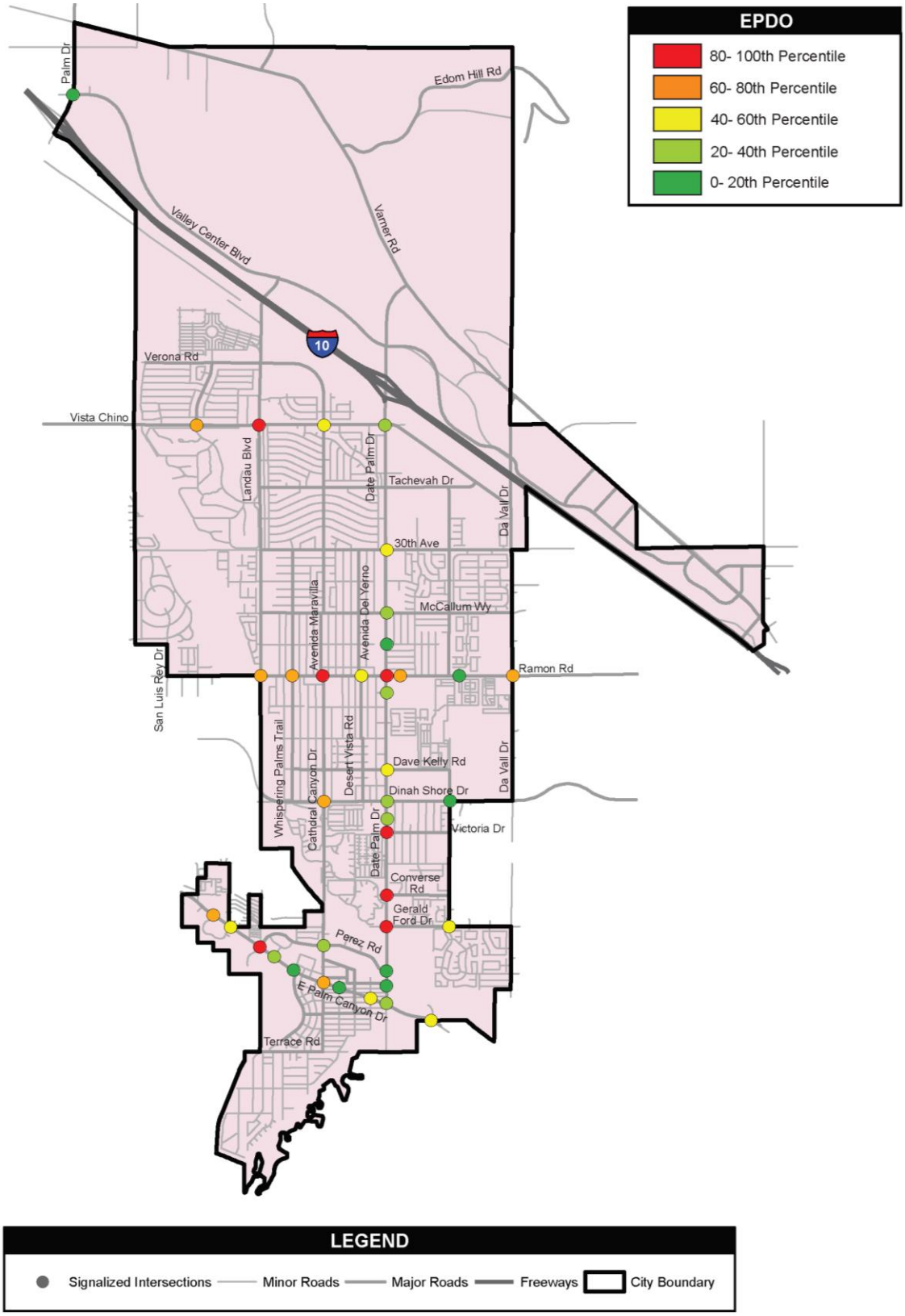
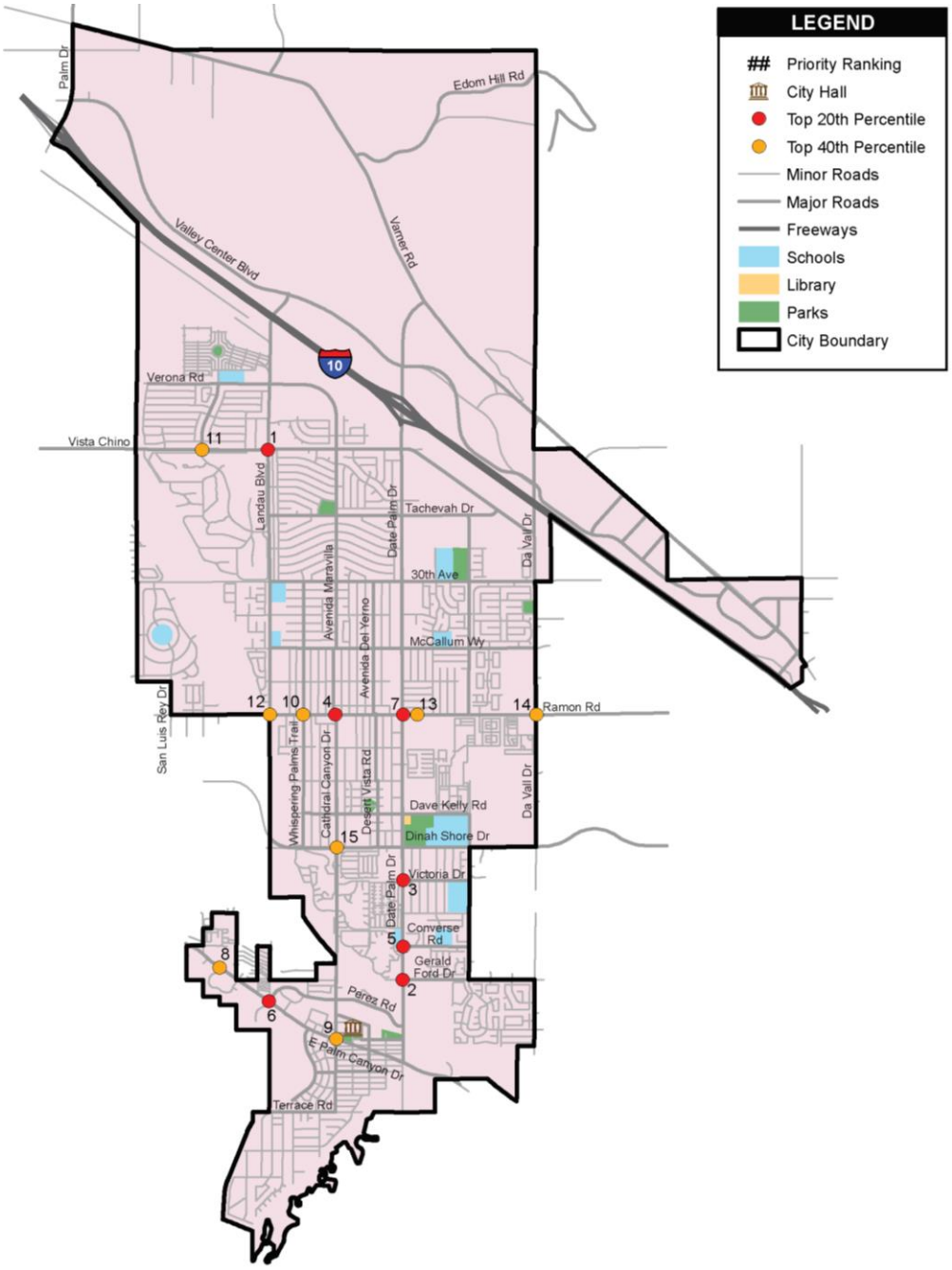


Figure 2-16 Priority Signalized Intersections



RANK	LOCATION	RANK	LOCATION
1	Vista Chino & Landau Blvd	9	East Palm Canyon Dr & Cathedral Canyon Dr
2	Date Palm Dr & Gerald Ford Dr	10	Ramon Rd & Whispering Palms Trail
3	Date Palm Dr & Victoria Dr	11	Vista Chino & Avenida Quintana
4	Ramon Rd & Cathedral Canyon Dr / Avenida Maravilla	12	East Ramon Rd & Landau Blvd
5	Date Palm Dr & Converse Rd	13	East Ramon Rd & Cathedral Village East
6	East Palm Canyon Dr & Perez Rd	14	East Ramon Rd & Da Vall Dr
7	Ramon Rd & Date Palm Dr	15	Dinah Shore Dr & Cathedral Canyon Dr
8	East Palm Canyon Dr & Canyon Plaza		

Unsignalized Intersections

Figure 2-17 shows the citywide EPDO scoring by quintile for unsignalized intersections. The quintiles and corresponding EPDO score ranges are as follows:

- 80 – 100th Percentile: 175.5 to 605.7
- 60 – 80th Percentile: 12.3 to 175.4
- 40 – 60th Percentile: 6.2 to 12.2
- 20 – 40th Percentile: 1.1 to 6.1
- 0 – 20th Percentile: 0.0 to 1.0

The top quintile unsignalized intersection locations based on EPDO scores are shown on *Table 2-21* and graphically on *Figure 2-18*. Based on roadway classifications in the Cathedral City General Plan Circulation Element, the majority priority unsignalized intersections are primarily located on arterial and major corridors with fewer top quintile intersections located on lower-order secondary, collector, and local roadways.

Table 2-21 Top Quintile Unsignalized Intersections by EPDO Score (2015-2019)

RANK	LOCATION	TOTAL COLLISIONS	EPDO
1	Date Palm Dr & Varner Rd	8	605.7
2	E Palm Canyon Dr & Elks Dr	5	403.3
3	Date Palm Dr & Tachevah Dr	5	398.7
4	Ramon Rd & Avenida La Paloma	6	367.6
5	Candlewood Dr & Ramon Rd	5	361.5
6	33rd Ave & Cathedral Canyon Dr	6	234.5
7	Edom Hill Rd & Varner Rd	3	207
8	Avenida La Paz & Concepcion Rd	2	200.9
9	Avenida Maravilla & Tachevah Dr	2	200.9
10	Landau Blvd & Baristo Rd / Calle Agate	2	200.9
11	Cathedral Canyon Dr & Paseo Real	2	200.9
12	Dinah Shore Dr & Whispering Palms Trl	2	200.9
13	Perez Rd & Plaza Dr	2	200.9
14	Landau Blvd & Tachevah Dr	2	196.3
15	Perez Rd & Summit Dr	2	196.3
16	Asistencia Dr & San Luis Rey Dr	1	190.2
17	Avenida La Paloma & Baristo Rd	1	190.2
18	Avenida La Paz & Durango Rd	1	190.2
19	Avenida La Vista & Minerva Rd	1	190.2
20	Corral Rd & Monte Vista Rd	1	190.2
21	Desert Princess Dr & Landau Blvd	1	190.2
22	Mccallum Wy & Whispering Palms Trl	1	190.2
23	Pamela Ln & Travis Ave	1	190.2
24	Panorama Rd & Vista Chino	1	190.2

Figure 2-17 Unsignalized Intersections EPDO Scoring

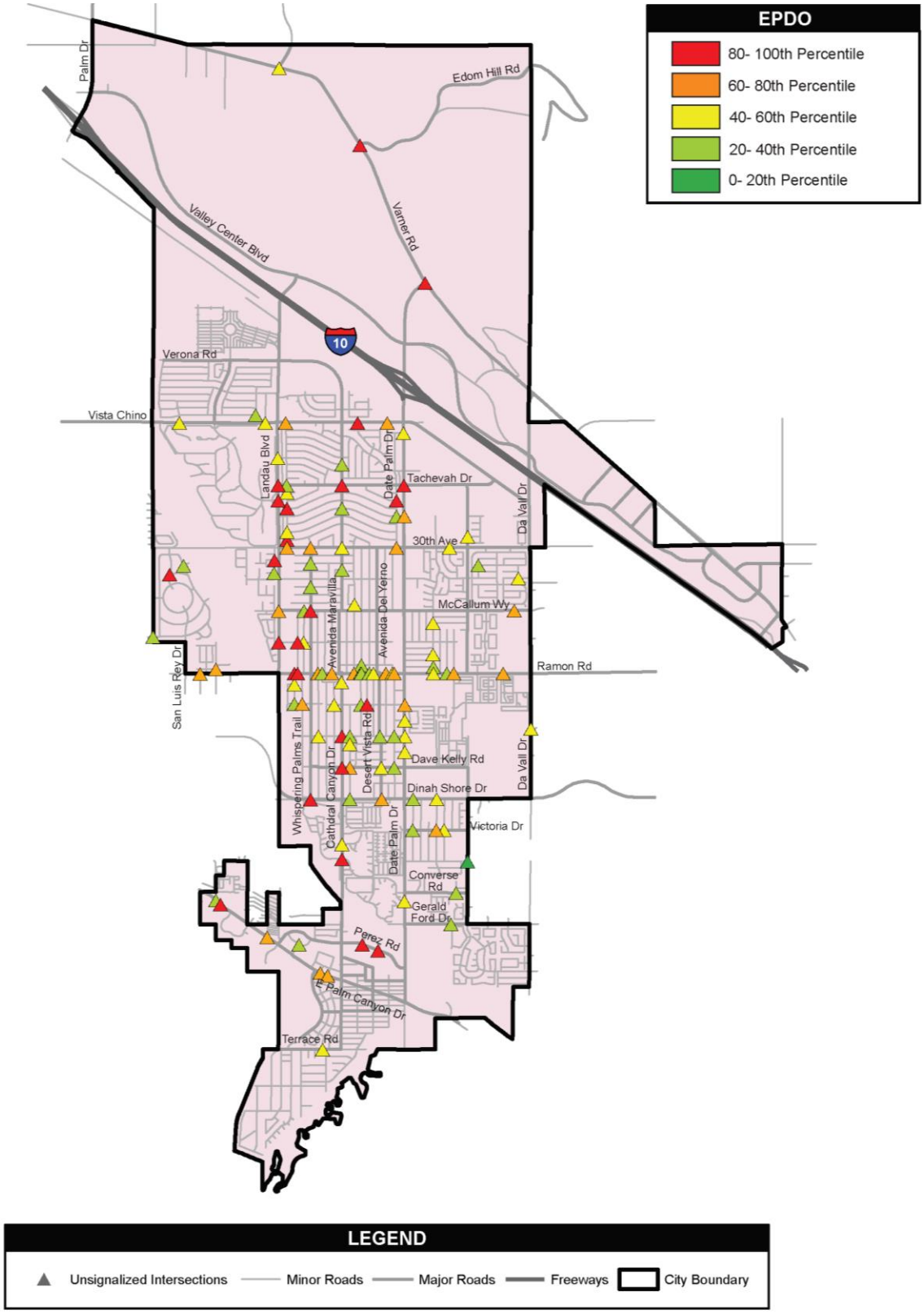
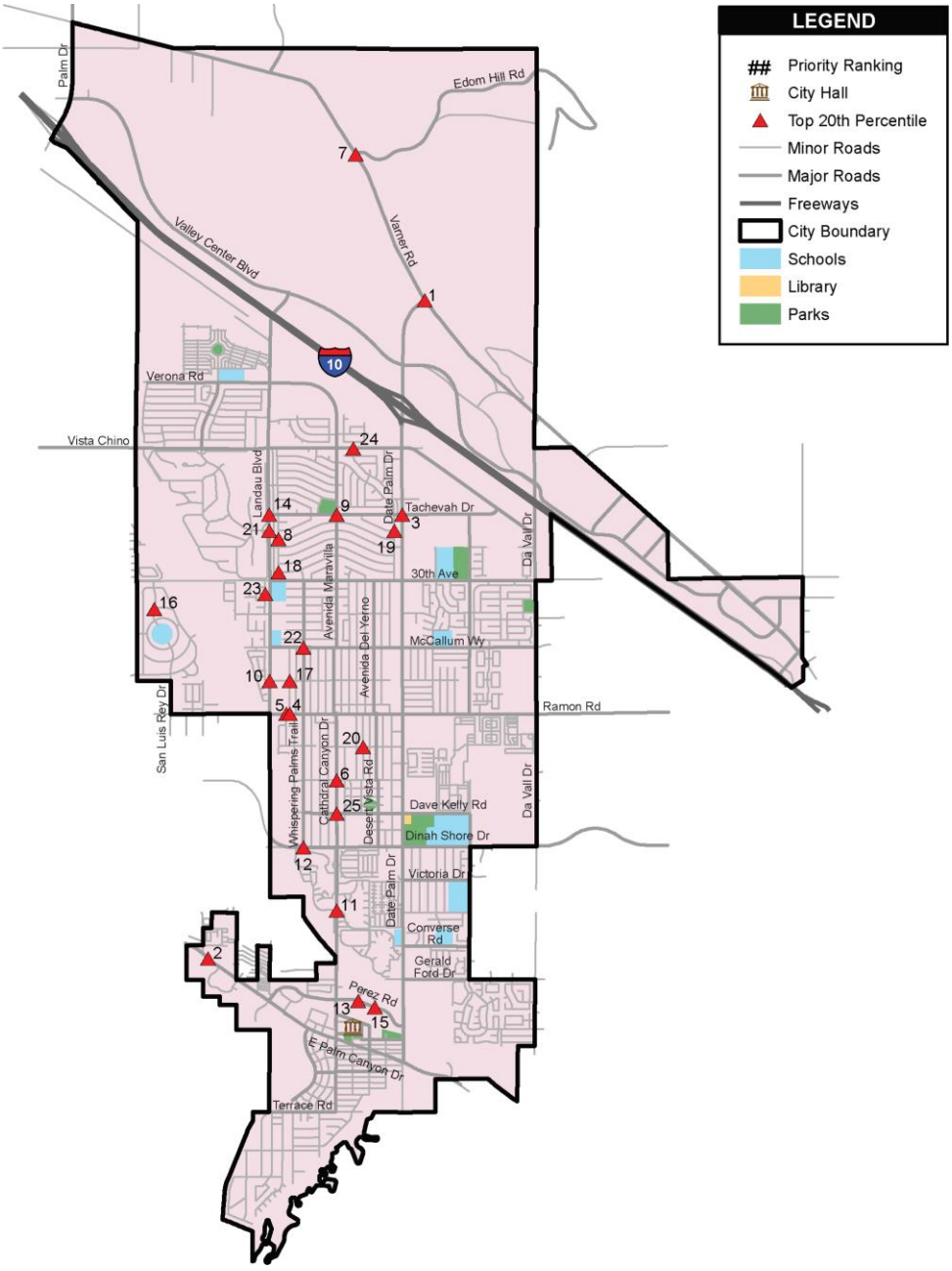


Figure 2-18 Priority Unsignalized Intersections



RANK	LOCATION	RANK	LOCATION
1	Date Palm Dr & Varner Rd	13	Perez Rd & Plaza Dr
2	E Palm Canyon Dr & Elks Dr	14	Landau Blvd & Tachevah Dr
3	Date Palm Dr & Tachevah Dr	15	Perez Rd & Summit Dr
4	Ramon Rd & Avenida La Paloma	16	Asistencia Dr & San Luis Rey Dr
5	Candlewood Dr & Ramon Rd	17	Avenida La Paloma & Baristo Rd
6	33rd Ave & Cathedral Canyon Dr	18	Avenida La Paz & Durango Rd
7	Edom Hill Rd & Varner Rd	19	Avenida La Vista & Minerva Rd
8	Avenida La Paz & Concepcion Rd	20	Corral Rd & Monte Vista Rd
9	Avenida Maravilla & Tachevah Dr	21	Desert Princess Dr & Landau Blvd
10	Landau Blvd & Baristo Rd / Calle Agate	22	Mccallum Wy & Whispering Palms Trl
11	Cathedral Canyon Dr & Paseo Real	23	Pamela Ln & Travis Ave
12	Dinah Shore Dr & Whispering Palms Trl	24	Panorama Rd & Vista Chino

Roadway Segments

Figure 2-19 shows the citywide EPDO scoring by quintile for roadway segments. The quintiles and corresponding EPDO score ranges are as follows:

- 80 – 100th Percentile: 181.6 to 352.3
- 60 – 80th Percentile: 35.2 to 181.5
- 40 – 60th Percentile: 10.8 to 35.1
- 20 – 40th Percentile: 6.2 to 10.7
- 0 – 20th Percentile: 0.0 to 6.1

The top two quintile roadway segment locations based on EPDO scores are shown on *Table 2-22* and graphically on *Figure 2-20*. Based on roadway classifications in the Cathedral City General Plan Circulation Element, the majority of the priority roadway segments are arterial, major, and secondary corridors with fewer located on lower-order roadways.

Table 2-22 Top Two Quintile Roadway Segments by EPDO Score (2015-2019)

RANK	CORRIDOR	LOCATION	TOTAL COLLISIONS	EPDO
1	Ramon Rd	Western City Limits to Landau Blvd	5	352.3
2	Date Palm Dr	Gerald Ford Dr to Converse Rd	3	340.1
3	Vista Chino	Western City Limits to Desert Princess Dr/ Avenida Quintana	2	329.4
4	Varner Rd	Western City Limits to Eastern City Limits	11	234.9
5	Perez Rd	E Palm Canyon Dr / Hwy 111 to Cathedral Canyon Dr	6	209
6	Landau Blvd	Ramon Rd to 30th Ave	3	186.1
7	Date Palm Dr	Vista Chino to Varner Rd	3	186.1
8	San Luis Rey Dr	Ramon Rd to Plaza Cir	4	183
9	Date Palm Dr	Converse Rd to Victoria Dr	3	181.5
10	Date Palm Dr	Perez Rd to Gerald Ford Dr	2	175.4
11	Date Palm Dr	30th Ave to Vista Chino	2	175.4
12	Palm Dr	Paul Rd to Northern City Limits	2	170.8
13	Ramon Rd	Via Campanile / Outdoor Resorts to Eastern City Limits	1	164.7
14	Date Palm Dr	Dinah Shore Dr to Ortega Rd / Dave Kelley Rd	1	164.7
15	Via Estrada	Date Palm Dr to N Paseo Laredo	1	164.7
16	E Palm Canyon Dr / Hwy 111	E Canyon Pl / El Dorado to Canyon Pl	5	39.7

Figure 2-19 Roadway Segments EPDO Scoring

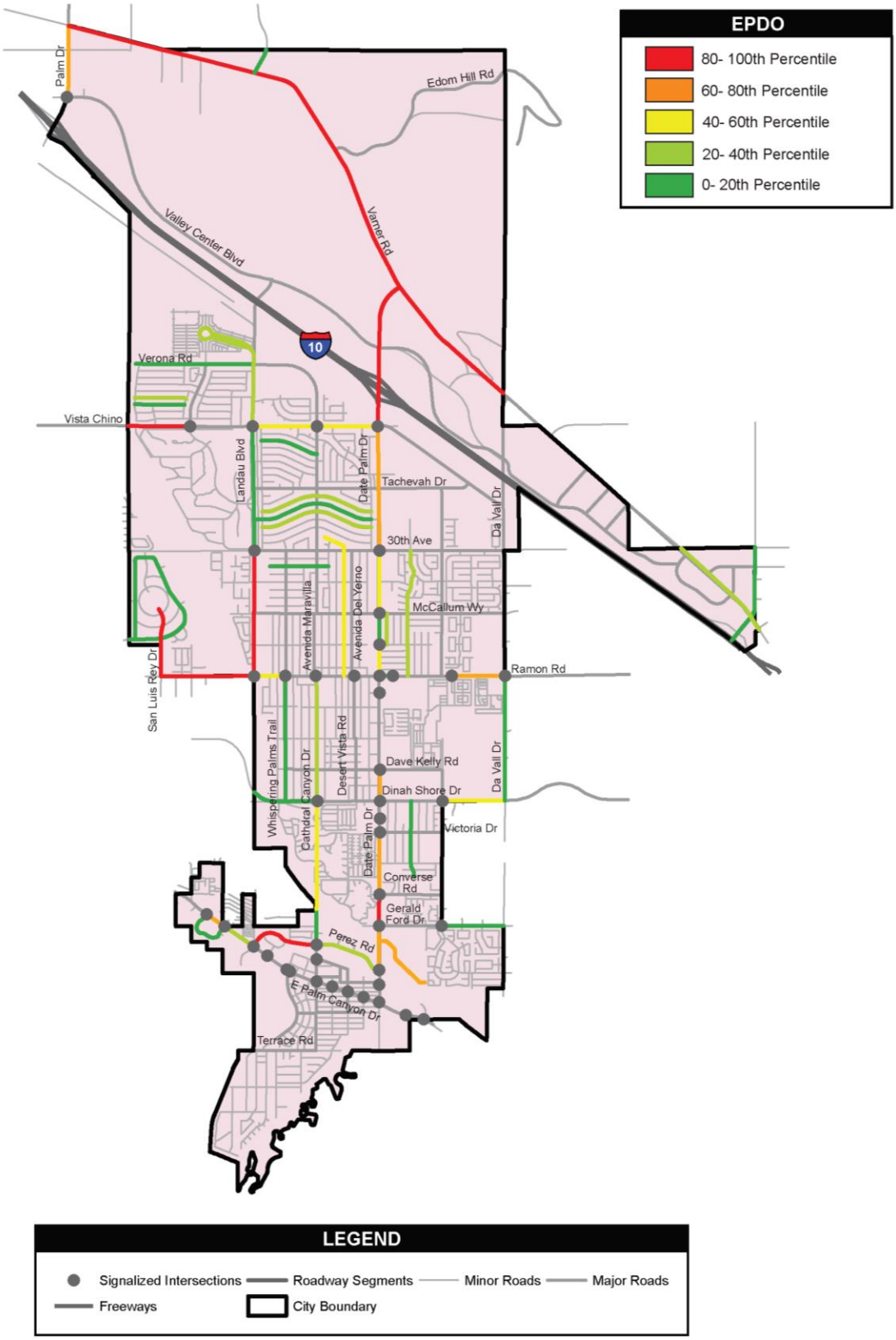
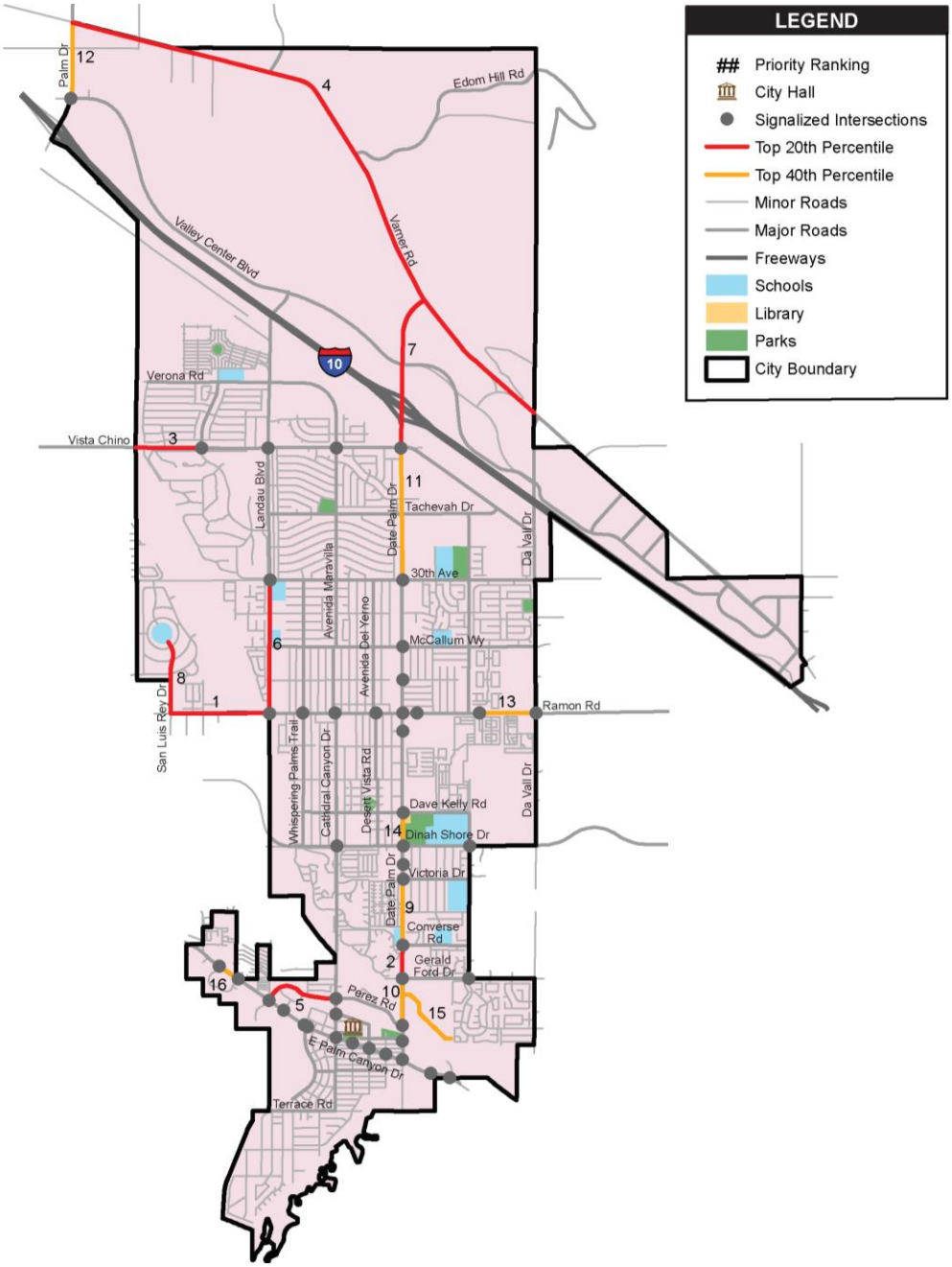


Figure 2-20 Priority Roadway Segments



RANK	LOCATION	RANK	LOCATION
1	Ramon Rd: W City Limits to Landau Blvd	9	Date Palm Dr: Converse Rd to Victoria Dr
2	Date Palm Dr: Gerald Ford Dr to Converse Rd	10	Date Palm Dr: Perez Rd to Gerald Ford Dr
3	Vista Chino: W City Limits to Desert Princess Dr / Avenida Quintana	11	Date Palm Dr: 30th Ave to Vista Chino
4	Varner Rd: W City Limits to E City Limits	12	Palm Dr: Paul Rd to N City Limits
5	Perez Rd: E Palm Canyon Dr / Hwy 111 to Cathedral Canyon Dr	13	Ramon Rd: Via Campanile / Outdoor Resorts to E City Limits
6	Landau Blvd: Ramon Rd to 30th Ave	14	Date Palm Dr: Dinah Shore Dr to Ortega Rd / Dave Kelley Rd
7	Date Palm Dr: Vista Chino to Varner Rd	15	Via Estrada: Date Palm Dr to N Paseo Laredo
8	San Luis Rey Dr: Ramon Rd to Plaza Cir	16	E Canyon Pl / El Dorado to Canyon Pl

2.12 Roadway Characteristics Screening

Roadway characteristic data was obtained from the priority locations determined for signalized intersections, unsignalized intersections, and roadway segments based on EPDO scoring. Data collected was based on information provided by Cathedral City, an online field assessment of aerial imagery, and field visits. The physical roadway characteristics documented is summarized below and the data tables are provided in *Appendix C*.

Signalized and Unsignalized Intersections

- Intersection Control
- Number of Approaches
- Presence of Marked Crosswalks
- Left Turn and Right-Turn Lane Configurations
- Intersection Geometry Complexity (Offset Approaches, Medians, Etc.)

Roadway Segments

- Roadway Surface
- Roadway Geometry Complexity (Horizontal / Vertical Curves, Etc.)
- Number of Lanes
- Posted Speed Limit
- Bike Lanes
- Shoulder Width
- Median Type and Width
- Number of Unsignalized and Signalized Traffic Control Devices
- Roadway Safety Hardware (Guardrail, Fences, Etc.)

The roadway characteristics and crash data analysis were compared to identify commonality which, for the purpose of the Cathedral City LRSP, was defined a potential connection or contributing factor for crashes and does not prove causality. Identification of commonality indicates a potential for higher risk crashes among locations with similar characteristics. This analysis will enable Cathedral City to proactively identify locations that may have higher risk for crashes resulting in fatal or severe injuries but are not reflected in the crash data analyzed. Future development of roadway safety projects and programs that include a combination of priority locations and other high-risk areas not identified from EPDO scoring alone will result in a wholistic approach to addressing roadway safety while maintaining high benefit cost ratios needed for competitive HSIP grant applications.

Based on trends that were consistently present across the priority locations, potential risk factors for intersections and roadway segments were identified and are summarized below.

Signalized and Unsignalized Intersections

- Signalized intersections on arterial and major roads with high vehicle volumes
- Signalized intersections on arterial-arterial, arterial-major, and arterial-secondary roads with high posted speed limits
- Adjacent driveways at signalized intersections
- Lack of medians on signalized intersection approaches
- Offset or skewed intersection approaches
- Side street stop-controlled intersections
- Limited high visibility crosswalk striping
- Limited intersection lighting

Roadway Segments

- Arterial and major roadways with posted speeds of 45 mph or greater
- Multilane (four or more lanes) roadways without raised medians
- Limited roadway lighting
- Frequent driveway access
- Curved roadway alignment
- Narrow/lack of shoulders
- Lack of dedicated bike lanes

The potential risk factors identified for intersections and roadways will be used in combination with the citywide crash data analysis to inform the development of the countermeasure toolbox and future priority roadway safety projects and programs.

3 COUNTERMEASURE TOOLBOX

Based on the results of the citywide collision analysis and roadway network screening, a countermeasure toolbox was developed based on guidance provided by the Federal Highway Administration (FHWA)'s 20 Proven Safety Countermeasures, the California Strategic Highway Safety Plan (SHSP), and the Caltrans Local Roadway Safety Manual (LRSM) for California Local Road owners. Countermeasures were selected based on the 5E's of traffic safety which include the following overarching strategies:

1. **Engineering:** Implementation of infrastructure-oriented safety treatments
2. **Enforcement:** Enforcement of actions that reduce high-risk behaviors
3. **Education:** Education of all roadway users on safe behaviors
4. **Emergency Response:** Improvement of emergency response times and actions
5. **Emerging Technologies:** Application of emerging technologies to roadways, vehicles, and/or roadway users

This section establishes the foundation for determining countermeasures that address the crashes that occur on the local roadway network and is focused on developing a toolbox of engineering countermeasures and improvements that are eligible for HSIP funding. The Cathedral City LRSP is a living document and will be updated based on Caltrans standards for HSIP funding eligibility. Future LRSP updates will include increased development of the countermeasure toolbox for non-engineering countermeasures and strategies.

3.1 Engineering

Engineering countermeasures for infrastructure improvements were selected from the 2020 Caltrans Local Roadway Safety Manual (LRSM) for California Local Road Owners (v1.5) and are summarized based on countermeasure number, countermeasure type, countermeasure name, crash types addressed, crash reduction factor (CRF), HSIP funding eligibility percentage, and opportunity for systemic approach. The LRSM includes infrastructure improvements that are eligible for Highway Safety Improvement Program (HSIP) funding for signalized intersections (S), non-signalized intersections (NS), and roadways (R). *Table 3-1* provides a summary of the countermeasures for signalized intersections, *Table 3-2* provides a summary of countermeasures for unsignalized intersections, and *Table 3-3* provides a summary of countermeasures for roadways.

Table 3-1 Signalized Intersection Countermeasures

CM #	TYPE	CM NAME	CRASH TYPE	CRASH REDUCTION FACTOR	HSIP FUNDING ELIGIBILITY	SYSTEMIC APPROACH OPPORTUNITY
S01	Lighting	Add intersection lighting (S.I.)	Night	40%	100%	Medium
S02	Signal Mod	Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	All	15%	100%	Very High
S03	Signal Mod	Improve signal timing (coordination, phases, red, yellow, or operation)	All	15%	50%	Very High
S04	Signal Mod	Provide Advanced Dilemma Zone Detection for high speed approaches	All	40%	100%	High
S05	Signal Mod	Install emergency vehicle pre-emption systems	Emergency Vehicle	70%	100%	High
S07	Signal Mod	Provide protected left turn phase (left turn lane already exists)	All	30%	100%	High
S10	Operation/ Warning	Install flashing beacons as advance warning (S.I.)	All	30%	100%	Medium
S11	Operation/ Warning	Improve pavement friction (High Friction Surface Treatments)	All	55%	100%	Medium
S12	Geometric Mod	Install raised median on approaches (S.I.)	All	25%	90%	Medium
S13PB	Geometric Mod	Install pedestrian median fencing on approaches	Ped and Bike	35%	90%	Low
S16	Geometric Mod	Convert intersection to roundabout (from signal)	All	Varies	100%	Low
S17PB	Ped and Bike	Install pedestrian countdown signal heads	Ped and Bike	25%	100%	Very High
S18PB	Ped and Bike	Install pedestrian crossing (S.I.)	Ped and Bike	25%	100%	High
S21PB	Ped and Bike	Modify signal phasing to implement a Leading Pedestrian Interval (LPI)	Ped and Bike	60%	100%	Very High

Note: Countermeasures were selected based on applicability to citywide crash patterns and future HSIP applications. A complete list of countermeasures can be found in the Caltrans LRSM

Table 3-2 Non-Signalized Intersection Countermeasures

CM #	TYPE	CM NAME	CRASH TYPE	CRASH REDUCTION FACTOR	HSIP FUNDING ELIGIBILITY	SYSTEMIC APPROACH OPPORTUNITY
NS01	Lighting	Add intersection lighting (NS.I.)	Night	40%	100%	Medium
NS03	Control	Install signals	All	30%	100%	Low
NS04	Control	Convert intersection to roundabout (from all way stop)	All	Varies	100%	Low
NS05	Control	Convert intersection to roundabout (from stop or yield control on minor road)	All	Varies	100%	Low
NS06	Operation/ Warning	Install/upgrade larger or additional stop signs or other intersection warning/ regulatory signs	All	15%	100%	Very High
NS07	Operation/ Warning	Upgrade intersection pavement markings (NS.I.)	All	25%	100%	Very High
NS08	Operation/ Warning	Install Flashing Beacons at Stop-Controlled Intersections	All	15%	100%	High
NS09	Operation/ Warning	Install flashing beacons as advance warning (NS.I.)	All	30%	100%	High
NS12	Operation/ Warning	Improve pavement friction (High Friction Surface Treatments)	All	55%	100%	Medium
NS14	Geometric Mod	Install raised median on approaches (NS.I.)	All	25%	90%	Medium
NS17	Geometric Mod	Install right-turn lane (NS.I.)	All	20%	90%	Low
NS18	Geometric Mod	Install left-turn lane (where no left-turn lane exists)	All	35%	90%	Low
NS19PB	Ped and Bike	Install raised medians / refuge islands (NS.I.)	Ped and Bike	45%	90%	Medium
NS20PB	Ped and Bike	Install pedestrian crossing at uncontrolled locations (new signs and markings only)	Ped and Bike	25%	100%	High
NS21PB	Ped and Bike	Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	Ped and Bike	35%	100%	Medium
NS22PB	Ped and Bike	Install Rectangular Rapid Flashing Beacon (RRFB)	Ped and Bike	35%	100%	Medium
NS23PB	Ped and Bike	Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	Ped and Bike	35%	100%	Low

Note: Countermeasures were selected based on applicability to citywide crash patterns and future HSIP applications. A complete list of countermeasures can be found in the Caltrans LRSM

Table 3-3 Roadway Countermeasures

CM #	TYPE	CM NAME	CRASH TYPE	CRASH REDUCTION FACTOR	HSIP FUNDING ELIGIBILITY	SYSTEMIC APPROACH OPPORTUNITY
R01	Lighting	Add segment lighting	Night	35%	100%	Medium
R03	Remove/ Shield Obstacles	Install Median Barrier	All	25%	100%	Medium
R04	Remove/ Shield Obstacles	Install Guardrail	All	25%	100%	High
R08	Geometric Mod	Install raised median	All	25%	90%	Medium
R10PB	Geometric Mod	Install pedestrian median fencing on approaches	Ped and Bike	35%	90%	Low
R11	Geometric Mod	Install acceleration/ deceleration lanes	All	25%	90%	Low
R14	Geometric Mod	Road Diet (Reduce travel lanes from 4 to 3 and add a two way left-turn and bike lanes)	All	30%	90%	Medium
R15	Geometric Mod	Widen shoulder	All	30%	90%	Medium
R17	Geometric Mod	Improve horizontal alignment (flatten curves)	All	50%	90%	Low
R21	Geometric Mod	Improve pavement friction (High Friction Surface Treatments	All	55%	100%	High
R22	Operation/ Warning	Install/Upgrade signs with new fluorescent sheeting (regulatory or warning)	All	15%	100%	Very High
R25	Operation/ Warning	Install curve advance warning signs (flashing beacon)	All	30%	100%	High
R26	Operation/ Warning	Install dynamic/variable speed warning signs	All	30%	100%	High
R28	Operation/ Warning	Install edge-lines and centerlines	All	25%	100%	Very High
R30	Operation/ Warning	Install centerline rumble strips/ stripes	All	20%	100%	High
R31	Operation/ Warning	Install edgeline rumble strips/ stripes	All	15%	100%	High
R32PB	Ped and Bike	Install bike lanes	Ped and Bike	35%	90%	High
R33PB	Ped and Bike	Install Separated Bike Lanes	Ped and Bike	45%	90%	High
R34PB	Ped and Bike	Install sidewalk/pathway (to avoid walking along roadway)	Ped and Bike	80%	90%	Medium

CM #	TYPE	CM NAME	CRASH TYPE	CRASH REDUCTION FACTOR	HSIP FUNDING ELIGIBILITY	SYSTEMIC APPROACH OPPORTUNITY
R35PB	Ped and Bike	Install/upgrade pedestrian crossing (with enhanced safety features	Ped and Bike	35%	90%	Medium
R36PB	Ped and Bike	Install raised pedestrian crossing	Ped and Bike	35%	90%	Medium
R37PB	Ped and Bike	Install Rectangular Rapid Flashing Beacon (RRFB)	Ped and Bike	35%	100%	Medium

Note: Countermeasures were selected based on applicability to citywide crash patterns and future HSIP applications. A complete list of countermeasures can be found in the Caltrans LRSM

Detailed information for each engineering countermeasure is provided in *Appendix D* including:

- Caltrans HSIP countermeasure reference
- Example image of the countermeasure
- Description of the countermeasure
- Description of where to use the countermeasure
- Description of why the countermeasure works
- Caltrans HSIP funding eligibility
- Crash types addressed
- Crash reduction factor
- Expected design life
- Planning-level approximate cost

3.2 Enforcement

Enforcement strategies will be further developed during future LRSP updates and will focus on actions that reduce high-risk behaviors and reflect the feedback received from the Cathedral City Police Department's Traffic Division. Strategies that should be considered include:

California Alcoholic Beverage Control (ABC) Grants

California Alcoholic Beverage Control (ABC) grants are administered through the Alcohol Policing Partnership (APP) Program and funded by the California Office of Traffic Safety (OTS) through the National Highway Traffic Safety Administration (NHTSA). The program is designed to put bad operators out of business, keep alcohol away from minors, and bring penalties such as fines, suspensions, or revocations against businesses that violate the law. ABC grants award funding to local law enforcement agencies to increase public safety by combating underage drinking and educating licensees about alcoholic beverage laws. ABC agents have expertise in alcoholic beverage laws and work with local police officers to help reduce alcohol-related community problems. The Cathedral City Police Department has been successful in obtaining ABC grant

funding to reduce the number of alcoholic beverage sales to minors, obviously intoxicated persons, illegal solicitations of alcohol, and other criminal activities such as the sale and possession of illegal drugs.

California Office of Traffic Safety (OTS) Grants

California Office of Traffic Safety (OTS) grants are administered through the California State Transportation Agency (CalSTA) and funded by the Federal Highway Safety Program. The program seeks to prevent serious injury and death resulting from motor vehicle crashes by addressing the behavioral factors that impact roadway safety. OTS grants for priority program areas related to enforcement include: Alcohol Impaired Driving, Distracted Driving, Drug-Impaired Driving, Police Traffic Services, and Roadway Safety and Traffic Records.

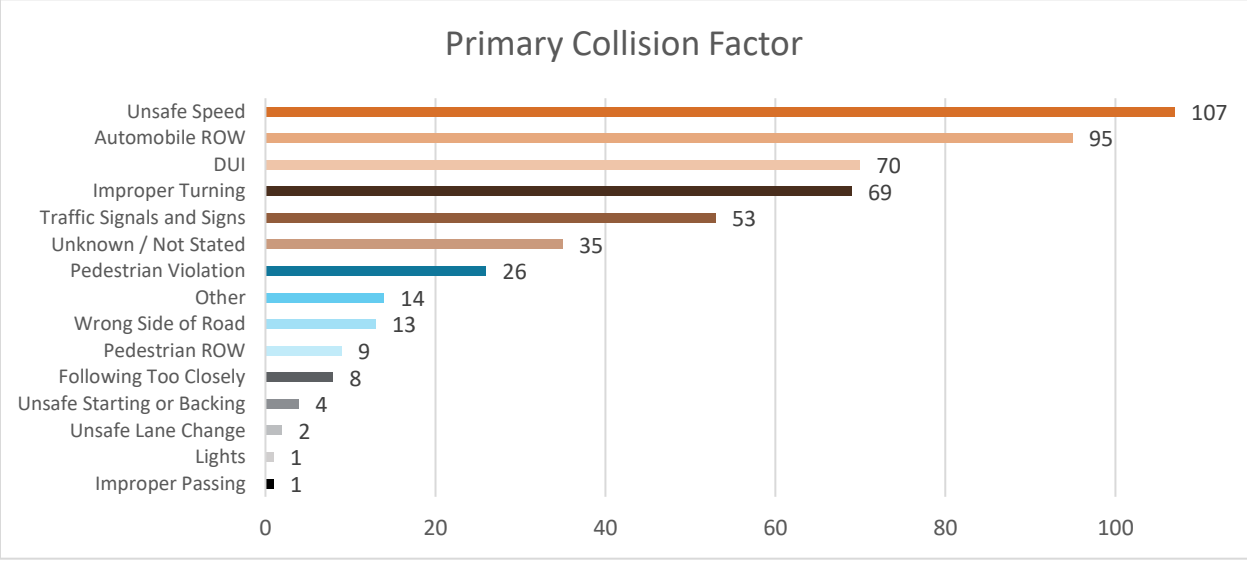
Traffic Safety Marketing (TSM)

Traffic Safety Marketing (TSM) is provided by the National Highway Traffic Safety Administration (NHTSA) through the United States Department of Transportation (USDOT). TSM provides communication resources that can be utilized by local roadway safety advocates for traffic safety campaigns and marketing tools through both traditional and online media. Enforcement-related campaigns include: Distracted Driving, Drunk Driving, Law Enforcement Appreciation, Seat Belts, and Speed Prevention.

Targeted Enforcement Strategies

The primary collision factor (PCF) for citywide crashes that occurred during the study period is illustrated in *Figure 3-1*. The most common collision factors were unsafe speed (21%), automobile right-of-way violations (19%), driving under the influence (14%), and improper turning (14%). Targeted hotspot enforcement for these PCF's is recommended.

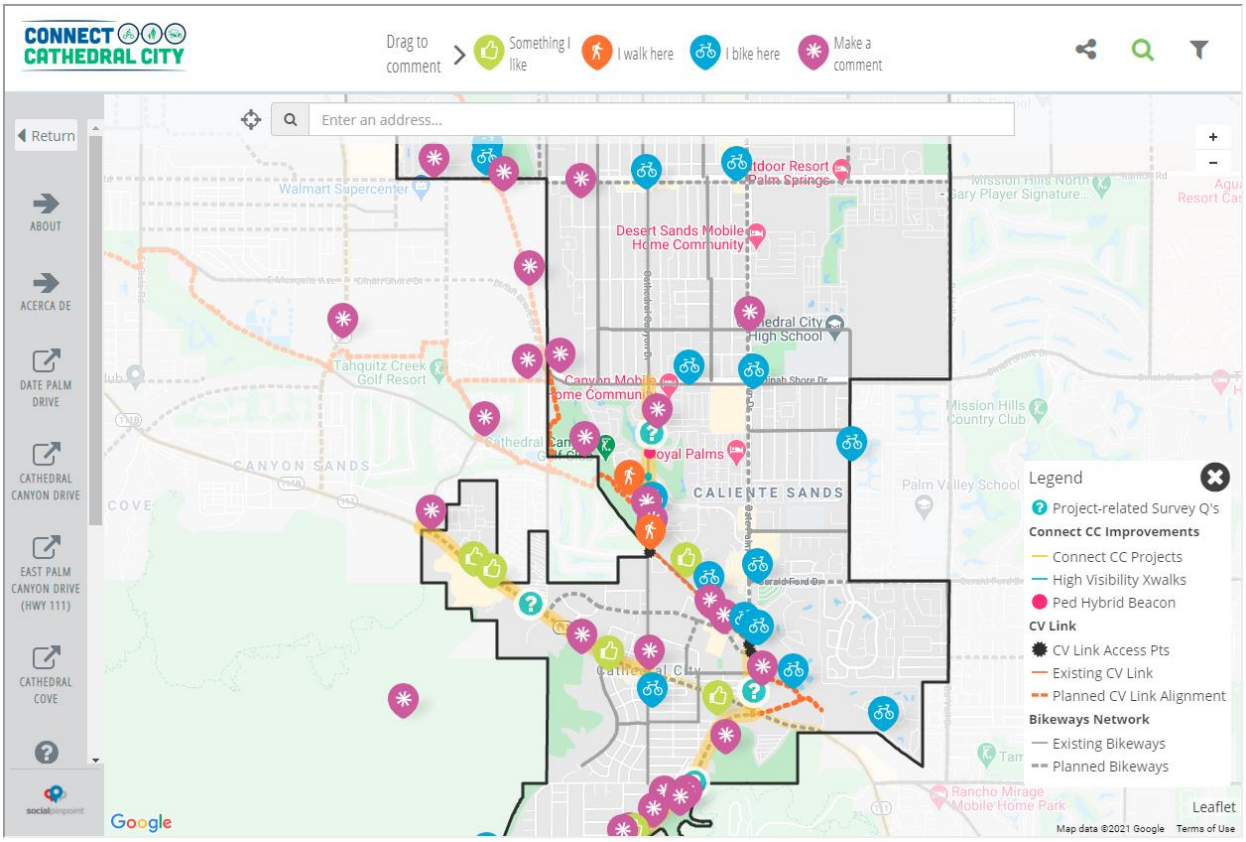
Figure 3-1 Citywide Collisions by Primary Collision Factor (2015-2019)



3.3 Education

Education strategies will focus on actions that provide education to all roadway users on safe behaviors and reflect feedback received by the community. Feedback from the community was received through Connect Cathedral City – a joint initiative between Cathedral City and the Coachella Valley Association of Governments (CVAG) to develop projects that support walking, biking, and the use of low-speed electric vehicles (LSEVs) in the City. *Figure 3-2* illustrates the Connect Cathedral City website utilized by the community to provide feedback on pedestrian, bicycle, and LSEV facilities throughout the City.

Figure 3-2 Connect Cathedral City Feedback Map



Education strategies that should be considered include:

California Office of Traffic Safety (OTS) Grants

California Office of Traffic Safety (OTS) grants are administered through the California State Transportation Agency (CalSTA) and funded by the Federal Highway Safety Program. The program seeks to prevent serious injury and death resulting from motor vehicle crashes by addressing the behavioral factors that impact roadway safety. OTS grants for priority program areas related to education include: Motorcycle Safety, Occupant Protection, Pedestrian and Bicycle Safety, and Public Relations, Advertising, and Marketing.

Traffic Safety Marketing (TSM)

Traffic Safety Marketing (TSM) is provided by the National Highway Traffic Safety Administration (NHTSA) through the United States Department of Transportation (USDOT). TSM provides communication resources that can be utilized by local roadway safety advocates for traffic safety campaigns and marketing tools through both traditional and online media. Education-related campaigns include: Bicycle Safety, Child Safety, Motorcycle Safety, Older Drivers, Pedestrian Safety, Seat Belts, School Bus Safety, Teen Safety, and Vehicle Safety.

3.4 Emergency Response

Emergency response strategies will focus on actions that improve emergency response times and reflect feedback received by the Cathedral City Fire Department. Historically, the Cathedral City Fire Department has conducted both in-person and online public education campaigns and has been successful in obtaining grant funding for new emergency response equipment and resources to improve response times. Additional emergency response strategies that should be considered include:

Caltrans Local Roadway Safety Manual (LRSM) for California Local Road Owners (v1.5) Countermeasure S5: Install Emergency Vehicle Pre-Emption Systems

This countermeasure is eligible for 100% funding through the Caltrans HSIP and is used for installing and/or upgrading existing emergency vehicle preemption systems at signalized intersections to address crashes involving emergency vehicles. This countermeasure can be utilized for both traditional infrared (IR) transmitter systems that rely on line-of-sight between traffic signals and emergency response vehicles and for global positioning system (GPS) systems which can transmit emergency vehicle speed, direction, and turn signal status to traffic signals to provide more efficient clearance of intersections along the route, improve response times, and eliminate traffic operations issues on coordinated corridors due to use of illegal emitters.

California Office of Traffic Safety (OTS) Grants

California Office of Traffic Safety (OTS) grants are administered through the California State Transportation Agency (CalSTA) and funded by the Federal Highway Safety Program. The program seeks to prevent serious injury and death resulting from motor vehicle crashes by addressing the behavioral factors that impact roadway safety. OTS grants for priority program areas related to emergency response include: Emergency Medical Services, Occupant Protection, and Public Relations, Advertising, and Marketing.

Traffic Safety Marketing (TSM)

Traffic Safety Marketing (TSM) is provided by the National Highway Traffic Safety Administration (NHTSA) through the United States Department of Transportation (USDOT). TSM provides communication resources that can be utilized by local roadway safety advocates for traffic safety

campaigns and marketing tools through both traditional and online media. Emergency response-related campaigns include: First Responder Safety, Vehicle Safety, Child Safety, and Seat Belts.

3.5 Emerging Technologies

Strategies that utilize emerging technologies will include actions that are in alignment with the California Strategic Highway Safety Plan (SHSP)'s Emerging Technology Challenge Area which focuses on the use of technology to prevent, identify, and respond to collisions. Emerging technology strategies will include exploring technology advancements that are new or underutilized to potentially reduce frequency or severity of collisions. Emerging technologies can be applied to roadways, vehicles, and / or users. Examples include autonomous and connected vehicles, future vehicle-to-vehicle and vehicle-to-infrastructure communication that will connect all roadway users with the intent to eliminate human error and collisions, the use of Transportation Network Companies (TNCs) for cars, bikes, or scooters, advancements to safety devices in vehicles, mobile applications, improvements to emergency response from drones and roadway videos, and any other technologies that help the 5E's of traffic safety. The CA SHSP identifies six (6) general categories for emerging technologies in transportation safety:

Alerting Drivers at Risk

Alerting drivers at risk includes technology that can alert drivers to the risk of being involved in a collision, can reduce the risk by monitoring speed or blinds spots, and alert drivers to the situation with a visual or audible alert so that drivers can act accordingly.

Assisting Drivers at Risk

Assisting drivers at risk includes technology that can assist a driver when a collision is imminent. An example is lane keeping assist, which helps drivers stay in the designated lane by alerting them through a visual, audible, or tactile warning when they begin to depart from the lane.

Protecting Vehicle Occupants

Protecting vehicle occupants includes technology upgrades by vehicle manufacturers to improve safety features in seatbelts, airbags, and vehicle structure features. These are an important factor in injury severity and fatality during collisions.

Communicating with Drivers and the Environment

Communication between drivers and their environment includes technology that supports alerting drivers to risk and then assisting them. This can fall in several categories including Vehicle-to-Vehicle (V2V) such a blind spot detection, Vehicle-to-Infrastructure (V2I) such as a roadway conditions warning alerting drivers to a collision ahead, and Vehicle-to-Pedestrian (V2P) such as a forward collision warning alerting a driver to a pedestrian in the crosswalk ahead.

Vehicle Performing as Designated

It is important that once vehicles enter the roadway they perform as designed for their full lifespan. This can be done through vehicle upkeep, maintenance and vehicle record keeping. A supporting technology for vehicle upkeep is many cars have an oil change indicator light, which alerts drivers to a potential need to do an oil change after so many miles.

Mobile Technology and Applications

Examples of mobile technology and applications include driving applications which restrict texting and mobile application use and may reduce distracted driving and Transportation Network Companies (TNC) applications for rideshare companies such as Uber and Lyft which may reduce the number of impaired drivers on the road.

4 PRIORITY PROJECTS

Potential safety projects were evaluated based on Cathedral City roadway needs, the crash data analysis, roadway network screening, and countermeasure toolbox. Two (2) priority projects were identified for development of a preliminary project scope, cost estimate, and benefit cost ratio (BCR) analysis utilizing the most recent Cycle 10 HSIP Analyzer. In order to supplement local funds while proactively implementing roadway safety, the priority projects were developed based on eligibility for Highway Safety Improvement Program (HSIP) grant funding. Additionally, recommendations are presented for HSIP funding set-asides.

4.1 Citywide Traffic Signal Hardware Upgrades

Existing safety lighting and street name signs at traffic signals throughout Cathedral City will be upgraded to light-emitting diode (LED) and traffic signal backplates will be upgraded to include retro-reflective tape. Intersection lighting improves visibility of the intersection and helps reduce potential conflicts between all roadway users, including pedestrians and bicyclists who have a smaller intersection footprint. Retro-reflective tape improves the visibility of the illuminated signal faces, which makes them more visible in both daytime and nighttime conditions.

4.2 Pedestrian Hybrid Beacons

Existing pedestrian crosswalks at Cathedral Canyon Dr & Ortega Dr and 30th Ave & Avenida La Paz will be upgraded to include new pedestrian hybrid beacons (HAWK), curb extensions, curb ramps, high visibility crosswalk striping, advanced warning pavement markings and signs, and upgrades to existing roadway signing and striping.

4.3 Pedestrian Crosswalk Upgrades

Existing pedestrian crosswalks at unsignalized intersections throughout Cathedral City will be upgraded to include LED lighting, curb extensions, curb ramps, flashing stop sign beacons, high visibility striping, and upgrades to existing roadway signing and striping.

Table 4-1 provides a summary of the priority projects by HSIP LRSM (v1.5) countermeasures and BCR ranking. *Appendix E* provides more detailed priority project summaries which include:

- LRSM Countermeasure Description
- Project Description
- Map and Table of Project Locations
- Crash Analysis Summary by Severity, Collision Type, and Primary Collision Factor
- Cost Estimate for Construction Items
- Cost Estimate for Preliminary Engineering (PE), Right-of-Way (ROW), and Construction (CON) project phases

- Total Expected Benefit
- Total Project Cost
- Benefit Cost Ratio

Table 4-1 Priority Projects

#	PROJECT LOCATION	LRSM CM	BCR
1	**CITYWIDE LED LIGHTING UPGRADES** 1. Date Palm Dr & 30th Ave 2. Date Palm Dr & Converse Rd 3. Date Palm Dr & Dinah Shore Dr 4. Date Palm Dr & Fire Station #2 5. Date Palm Dr & Gerald Ford Dr 6. Date Palm Dr & Market Pl 7. Date Palm Dr & Mccallum Wy 8. Date Palm Dr & Ortega Rd/Dave Kelly Rd 9. Date Palm Dr & Via Oliveria/Cathedral Village S 10. Date Palm Dr & Victoria Dr 11. Date Palm Dr & Vista Chino 12. Dinah Shore Dr & Cathedral Canyon Dr 13. Dinah Shore Dr & Plumley Rd 14. E Palm Canyon Dr & Canyon Plaza 15. E Palm Canyon Dr & Cathedral Canyon Dr 16. E Palm Canyon Dr & Date Palm Dr 17. E Palm Canyon Dr & E Canyon Plaza /El Dorado 18. E Palm Canyon Dr & Officer Jermaine Gibson Ave 19. E Palm Canyon Dr & Perez Rd 20. E Palm Canyon Dr & W Bankside Dr 21. E Palm Canyon Dr & W Buddy Rodgers Ave 22. E Ramon Rd & Cathedral Canyon Dr/Avenida Maravilla 23. E Ramon Rd & Cathedral Village E 24. E Ramon Rd & Date Palm Dr 25. E Ramon Rd & Desert Vista Rd/Avenida Del Yermo 26. E Ramon Rd & Landau Blvd 27. E Ramon Rd & Via Campanile/Outdoor Resorts 28. E Ramon Rd & Whispering Palms Trail 29. Palm Dr & Paul Rd 30. Perez Rd & Cathedral Canyon Dr 31. Vista Chino & Avenida Quintana 32. Vista Chino & Avenida Maravilla 33. Vista Chino & Landau Blvd 34. E Ramon Rd & Da Vall Dr 35. Cathedral Canyon Dr & Officer David Vasquez Rd 36. Date Palm Dr & Baristo Rd 37. Date Palm Dr & Perez Rd 38. E Palm Canyon Dr & Allen Ave 39. E Palm Canyon Dr & Auto Park Dr 40. E Palm Canyon Dr & Sungate Wy 41. E Palm Canyon Dr & Van Fleet St/Monty Hall Dr 42. Gerald Ford Dd & Plumley Rd/Avenida Del Sol 43. Landau Blvd & 30th Ave 44. E Palm Canyon Dr & E Bankside Dr	S2 – Improve signal hardware: lenses, back-plates with retroreflective borders, mounting, size, and number	17.08

#	PROJECT LOCATION	LRSM CM	BCR
2	**HAWK SIGNALS** 1. 30th & Avenida La Paz 2. Cathedral Canyon Dr & Ortega Rd	NS23PB – Install Pedestrian Signal (including Pedestrian Hybrid Beacon (HAWK))	20.06
3	**PEDESTRIAN CROSSWALK UPGRADES** 1. Mccallum Wy & Whispering Palms Trl 2. Avenida La Vista & Minerva Rd 3. Asistencia Dr & San Luis Rey Dr 4. Avenida La Paloma & Baristo Rd 5. Vaquero Rd & Victoria Dr 6. Judy Ln & Victoria Dr 7. Avenida Maravilla & Tachevah Dr 8. Avenida La Paz & Tachevah Dr 9. Avenida La Vista & Tortuga Rd 10. Landau Blvd & Mccallum Wy 11. Terrace Rd & Cathedral Canyon Dr	NS1 – Add intersection lighting (NS.I.) NS21PB – Install / upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)	18.93

4.4 Funding Set-Asides

The Caltrans Highway Safety Improvement Program (HSIP) includes two application categories – Benefit Cost Ratios (BCR) and Funding Set-Asides (SA). Set-aside applications differ from the benefit cost ratio applications in that narrative responses related to crash history, collision analysis, and benefit cost ratio calculations are not required. A portion of each HSIP funding cycle is dedicated set-aside applications. In the most recent call for projects, Cycle 10, up to 25% ($55 million) of the $227.6 million in total funding was available for four (4) set-aside categories, with a total of $43 million (18.9%) being selected by Caltrans for award. The HSIP Cycle 10 set-aside categories and funding limits per agency are summarized in *Table 4-2* below. Agencies can submit one (1) application for each set-aside category.

Table 4-2 HSIP Cycle 10 Application Categories

#	DESCRIPTION	FUNDING LIMIT PER AGENCY
1	Guardrail Upgrades	$1 million
2	Pedestrian Crossing Enhancements	$250,000
3	Installing Edgelines	$250,000
4	Tribes	$250,000

In HSIP Cycle 10, set-aside project selection was based on prioritizing based on the order below:

- Agencies who did not have any projects awarded in HSIP Cycles 8 & 9
- Agencies who did not have projects awarded under the same set-aside in HSIP Cycles 8 & 9
- Agencies who have completed a Local Road Safety Plan (LRSP)
- Agencies who have had more Fatal & Severe Injury (F+SI) crashes with the boundaries of their jurisdiction in the last three years with data available from California Highway Patrol (CHP) Statewide Integrated Traffic Records System (SWITRS). The applicant does not need to provide this number as the Caltrans District Local Assistance (DLA) will obtain the data from SWITRS if needed.

Guardrail Upgrades

Eligible project work under the guardrail upgrades set-aside funding category includes work related to the upgrade of existing guardrails and end treatments. New guardrail installations and bridge rail upgrades are not eligible.

Pedestrian Crossing Enhancements

Eligible project work under the pedestrian crossing enhancements set-aside funding category includes work consistent with the following LRSM safety countermeasures:

- **S17PB:** Install pedestrian countdown signal heads
- **NS22PB/R37PB:** Install Rectangular Rapid Flashing Beacon (RRFB).
- **NS21PB:** Install/upgrade pedestrian crossing at uncontrolled locations (with enhanced safety features)
- **R35PB:** Install/upgrade pedestrian crossing (with enhanced safety features)

Work related to pedestrian crossings/signs, advanced yield lines/signs, and other signs/striping are eligible. Other work related to pedestrian crossing enhancements may be allowed provided the cost is less than 20% of the total project cost. Agencies will be responsible to any non-safety related project costs such as decorative items.

During priority project development, several non-signalized intersections with pedestrian crosswalks throughout the City, including locations in proximity to local public K-12 schools, were identified as good candidates for pedestrian crossing upgrades but did not have sufficient crash frequency and severity to yield a competitive BCR project. It is recommended that the City pursue pedestrian crossings enhancements set-aside applications during future HSIP calls for projects to

upgrade these existing pedestrian crosswalks as the crash history and BCR calculation will not be required, and HSIP set-aside funding is not typically exhausted.

Installing Edgelines

Eligible project work under the installing edgelines set-aside funding category includes the installation of edgelines along roadways and other work, such as signs and other pavement striping or marking, provided the additional cost is less than 20% of the total project cost.

Tribes

In HSIP Cycle 10, $2 million was available to federally recognized tribes in California with a maximum of $250,000 awarded per tribe. No tribes set-aside applications were submitted or awarded during HSIP Cycle 10.

5 IMPLEMENTATION AND EVALUATION

Processes for implementing the Cathedral City Local Road Safety Plan and evaluating the application of the countermeasure toolbox and priority project deployments were developed based on the USDOT FHWA's Implementing A Local Road Safety Plan (July 2020) and the Caltrans LRSM v1.5 (April 2020).

5.1 Implementation

Implementation of the Cathedral City LRSP demonstrates the City's commitment to proactively addressing roadway safety needs for all users. The FHWA outlines six steps for successful LRSP implementation which includes:

- **Maintain Buy-In and Support:** LRSP implementation is strengthened by the support of key City officials and safety partners from the 5E's of traffic safety (Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies).
- **Identify Funding Mechanisms:** Funding for LRSP projects will be identified through local capital improvement projects and public/private development projects, regional MPO grant opportunities, State grant opportunities, and Federal grant opportunities.
- **Identify and Prioritize Projects:** Projects will be prioritized based on a combination of benefit-cost ratio analyses, crash histories, and roadway risk factors. Priority projects will be implemented based on City needs, local resources, and available grant funding opportunities through the HSIP and other roadway safety infrastructure/non-infrastructure programs. Where appropriate, private development will be leveraged to strategically implement safety countermeasures and/or components of priority projects.
- **Determine Project Delivery Methods:** Project delivery will be determined following security of project funding and prior to design. Where appropriate, projects will be bundled to decrease the City's financial and management burdens.
- **Evaluate Effectiveness:** LRSP countermeasure and project implementation effectiveness will be evaluated based on reductions in severity (fatalities and severe injuries) and in overall crash frequency. See section 5.2 for further details.
- **Continue Communication and Coordination:** Active communications and coordination between key City officials, safety partners from the 5E's of traffic safety, and the public will ensure that there is synergy in overall LRSP implementation.

5.2 Evaluation

Following the application of the Cathedral City countermeasure toolbox and deployment of priority projects, the City will evaluate the LRSP strategies based on Section 7 of the Caltrans LRSM of Evaluation of Improvements. An initial evaluation will be conducted shortly after project construction through a field review that ensures the project is operating as intended. A database will be developed to track countermeasure installations, SWITRS/TIMS crash history, and field assessments on an annual basis. Feedback from the public, LRSP safety partners, and Cathedral City maintenance crews will also be included in annual evaluation. A before-and-after assessment of crashes for frequency and severity should be evaluated after 3 to 5 years of data is collected – matching the initial crash data period analyzed for the 'before' condition during the priority project BCR scoring process – to reduce the effects of the random nature of roadway crashes. *Table 5-1* provides an example countermeasure deployment history database per the Caltrans LRSM. The database will provide Cathedral City with the necessary information to make informed decisions on whether countermeasures from the toolbox contribute to an increase in safety, whether they should be installed at other locations through the City, and which factors may have contributed to the countermeasure's success.

Table 5-1 Example Countermeasure Deployment History Database

PROJECT LOCATION	CM INSTALLED	DATE INSTALLED	CRASHES BEFORE (DURATION AND SEVERITY)	CRASHES AFTER (DURATION AND SEVERITY)	COMMENTS

5.3 Future LRSP Updates

The Cathedral City Local Road Safety Plan is a living document and must be updated at least every five (5) years to remain compliant with Caltrans HSIP grant funding eligibility requirements. However, it is recommended that the City update the LRSP every two (2) years in alignment with typical Caltrans HSIP cycles / calls-for-projects. This will ensure the most competitive benefit cost ratios (BCRs) are achieved for any HSIP grant applications that the City may pursue. More frequent updates will also allow the City to ensure the LRSP continually reflects the most recent crash data, crash trends, countermeasures, and BCR calculations. Between LRSP updates, Cathedral City staff will continue to monitor roadway crashes, identify locations with high crash frequency and severity, match locations with the countermeasure toolbox, and implement priority projects in coordination with the City's current CIP and development opportunities.

Future updates to the LRSP will include expansion of the Cathedral City Countermeasure Toolbox to the other traffic safety E's for Enforcement, Education, Emergency Response, and Emerging Technologies. To maximize City resources, the toolbox in this LRSP was primarily developed for HSIP-eligible engineering infrastructure improvements that could be applied to priority locations identified through the collision analysis EPDO scoring and roadway characteristics screening. Future updates to the LRSP will also include revisiting the Cathedral City LRSP Vision, Mission, and Goals statements based on feedback from the 5E's safety partners and the annual / before-after evaluations of safety countermeasures, priority projects, and ongoing safety projects and programs within Cathedral City.

Guidelines for developing and implementing Local Road Safety Plans are continually being updated by the FHWA and Caltrans. Future updates to the LRSP should include reviewing the following resources to ensure the latest best-practices are followed:

- FHWA Local Road Safety Plan Do-It-Yourself Website
- FHWA Proven Safety Countermeasures List
- FHWA Local and Rural Road Safety Program
- FHWA Local and Rural Road Safety Briefing Sheets
- FHWA Developing Safety Plans: A Manual for Local and Rural Roads
- FHWA Implementing A Local Road Safety Plan
- National Association of County Engineers (NACE) – A Template for Local Road Safety Plans
- California Strategic Highway Safety Plan
- Caltrans LRSP and HSIP Programs
- Caltrans Local Roadway Safety Manual (LRSM)

Staff Report

City Council

Item No. 5.L

Meeting Date: August 14, 2024

From: John A. Corella - Director of Public Works

Title: Notice of Completion for Panorama Neighborhood Pavement Reconstruction Projects

RECOMMENDATION:

To accept and approve the Panorama Neighborhood Pavement Reconstruction projects: Horizon Road (C08676), Los Gatos Road (C08677), Panorama Road (C08678), East-West Alley (C08679), and North-South Alley (C08680), as final; and authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to Hardy & Harper, Inc. upon expiration of the notice of completion.

BACKGROUND:

On April 10, 2024, City Council approved a construction contract with Hardy & Harper, Inc. in the amount of $636,000.00 with a 15% contingency of $95,400.00 for unforeseen construction costs, thereby making the total construction budget $731,400.00.

The project consisted of reconstructing three residential streets and two public alleys within the Panorama Neighborhood, an area greatly affected by the flooding caused by Tropical Storm Hilary on August 20, 2023. An estimated 152,800 square feet of road surface were restored by removing and reapplying one to three inches of asphalt concrete. Additionally, a section of curb and gutter was reconstructed on Horizon Road, five curb ramps were updated to the current Americans with Disabilities Act (ADA) Standards on Panorama Road, and new signing and striping was installed on all streets.

The project also included a degree of coordination with Coachella Valley Water District (CVWD). A total of twenty-six CVWD facilities, including water valves, sewer manholes, and sewer clean-outs, were adjusted to grade in accordance with CVWD's design criteria and standards.

DISCUSSION:

Construction started on June 17, 2024, and was completed on July 05, 2024.

CVWD staff reviewed and inspected the CVWD portion of the project and accepted the work

performed on their facilities by Hardy & Harper, Inc.

City staff reviewed and inspected the improvements and found the project was built in accordance with all contract requirements, and therefore recommends the City Council accept the project as complete.

City Council acceptance is required to approve the project's final contract amount and release retention funds. Retention funds are monies earned by the contractor that are withheld from progress payments pending satisfactory completion and final acceptance of the project.

Additionally, City Council acceptance of the project requires that a notice of completion (NOC) be filed with the Riverside County Recorder's office. The NOC is a written notice issued by the owner of a project, or their agent, to notify concerned parties that all work on the project has been completed. This notice also sets the period, which is thirty-five (35) days from the date the NOC is filed, within which concerned parties may exercise their lien rights against one another. Once the thirty-five-day period has expired, and provided no claims or liens are received, the City can release retention funds.

City staff recommends that the City Council accept and approve the following Panorama Neighborhood Pavement reconstruction projects: Horizon Road (C08676), Los Gatos Road (C08677), Panorama Road (C08678), East-West Alley (C08679), and North-South Alley (C08680), as final; and authorize the City Manager to file a notice of completion with the Riverside County Recorder's Office; and authorize the release of retention funds to Hardy & Harper, Inc. upon expiration of the notice of completion.

FISCAL IMPACT:

The fiscal impact of the construction contract with Hardy & Harper, Inc. is as follows:

Authorized Construction Funding

Project	Funding Source	Amount
Horizon Road	SB-1 - Fund 248	$197,204.00
Los Gatos Road	SB-1 - Fund 248	$126,158.00
Panorama Road	AD 88-3 - Fund 347	$195,749.00
East-West Alley	SB-1 - Fund 248	$47,249.00
North-South Alley	SB-1 - Fund 248	$31,300.00
Utility Adjustments	CVWD Refund	$38,340.00
	Project Estimated Amount =	$636,000.00
	15% Contingency =	$ 95,400.00
	Total Authorized Construction Funding =	**$731,400.00**

Final Construction Cost

The final construction expenditures with Hardy & Harper, Inc. were in the amount of $663,249.33, which include a change order in the amount of $27,249.33. CVWD will be refunding the City of Cathedral City their portion of the project, in accordance with a reimbursement agreement related to this project and signed on March 21, 2024. The final

amount to be reimbursed by CVWD will be $36,920.00.

The total final contract cost is summarized below:

Base Contract Amount	$636,000.00
Change Orders	$27,249.33
Final Construction Cost	**$663,249.33**

The final invoice (5% retention) in the amount of $33,162.46 will be released to Hardy & Harper, Inc. thirty-five (35) days from the date that the NOC is filed should there be no claims or discrepancies in the work completed.

FIVE-YEAR STRATEGIC PLAN:

GOAL B: COMMUNITY INVESTMENT

Objective: Cathedral City roads, gateways, public spaces, and other city infrastructure are well planned, designed, constructed, and maintained.

ATTACHMENTS:

1. Notice of Completion – Hardy & Harper, Inc.

RECORDING REQUESTED BY
City of Cathedral City
AND WHEN RECORDED MAIL TO:

Name Tracey Hermosillo, City Clerk

Street Address 68700 Ave. Lalo Guerrero

City & State Cathedral City
CA 92234

EXEMPT RECORDING FEES PURSUANT TO CODE SECTION 6130 AND 2733

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Cathedral City
3. The full address of the owner is 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234
4. The nature of the interest or estate of the owner is in fee.
   (If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
   NAMES ADDRESSES
6. A work of improvement on the property hereinafter described was completed on 07/05/2024 . The work done was: Panorama Neighborhood Pavement Reconstruction Projects CIP No. 8676, 8677, 8678, 8679, 8680
7. The name of the contractor, if any, for such work of improvement was Hardy & Harper, Inc. 04/18/2024
   (If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Cathedral City ,
   County of Riverside , State of California, and is described as follows: Construction of asphalt pavement, ADA compliant ramps, curb & gutter, signage, and striping on Panorama Neighborhood streets and alleys, as well as water utility adjustments.
9. The street address of said property is none
   (If no street address has been officially assigned, insert "none")

Dated: 08/14/2024

Charles P. McClendon
City Manager, City of Cathedral City
Signature of owner of corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Manager for the City of Cathedral City the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ , 20 24 , at Cathedral City , California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Charles P. McClendon, City Manager, City of Cathedral City