

PALM DESERT CITY COUNCIL MEETING AGENDA

Thursday, February 27, 2025

Closed Session 3:30 p.m.; Regular Session 4:00 p.m.

Council Chamber, City Hall

73-510 Fred Waring Drive

Palm Desert, California

This is a joint meeting of the Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority and the Palm Desert Board of Library Trustees. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person, and up to two Councilmembers may attend remotely.

WATCH THE MEETING LIVE: Watch the City Council meeting live at the City's website: www.palmdesert.gov under the "Council Agenda" link at the top of the homepage, or on the City's [YouTube Channel](#).

OPTIONS FOR PARTICIPATING IN THIS MEETING:

If unable to attend the meeting in person, you may choose from the following options:

OPTION 1: VIA EMAIL

Send your comments by email to: CityClerk@palmdesert.gov.

Emails received prior to 10:00 a.m. on the day of the City Council meeting will be made part of the record and distributed to the City Council. Emails will not be read aloud at the meeting.

OPTION 2: LIVE VIA ZOOM

1. Access via palmdesert.gov/zoom or zoom.us, click "Join Meeting" and enter Webinar ID 833 6744 9572.

OPTION 3: LIVE VIA TELEPHONE

1. (213) 338-8477 and enter Meeting ID 833 6744 9572 followed by #.
2. Indicate that you are a participant by pressing # to continue.
3. During the meeting, press *9 to add yourself to the queue and wait for the City Clerk to announce your name/phone number. Press *6 to unmute your line and limit your comments to three minutes.

1. **CALL TO ORDER - CLOSED SESSION - 3:30 P.M.**
2. **PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY**
This time has been set aside for members of the public to address the City Council on items contained only on the Closed Session Agenda within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of this agenda.
3. **RECESS TO CLOSED SESSION**
4. **CLOSED SESSION AGENDA**
The following items will be considered in closed session:
 - 4.a **Closed Session Meeting Minutes: January 9, 2025**
 - 4.b **Public Employee Appointment Pursuant to Government Code Section 54957**
Title: City Manager
5. **ROLL CALL - REGULAR MEETING - 4:00 P.M.**
6. **PLEDGE OF ALLEGIANCE**
Councilmember Pradetto
7. **INSPIRATION**
Mayor Pro Tem Trubee
8. **REPORT OF CLOSED SESSION**
City Attorney Shah
9. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
 - 9.a **PROCLAMATION - BLOOD DISORDER AWARENESS MONTH** 11
10. **CITY MANAGER COMMENTS**
11. **MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**
12. **NONAGENDA PUBLIC COMMENTS**
This time has been set aside for the public to address the City Council on issues that are not on the agenda for up to three minutes. Speakers may utilize one of the three options listed on the first page of the agenda. Because the Brown Act does not allow the City Council to act on items not listed on the agenda, members may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.
13. **CONSENT CALENDAR**
All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the City Council for a separate discussion.

RECOMMENDATION:

To approve the consent calendar as presented.

- 13.a APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES** 13
RECOMMENDATION:
Approve the Minutes of February 13, 2025.
- 13.b APPROVAL OF WARRANT REGISTERS** 27
RECOMMENDATION:
Approve the warrant registers issued for the period 2/6/2025 to 2/13/2025.
- 13.c RATIFICATION OF A LETTER OF SUPPORT FOR THE BUILDING RESILIENCE INFRASTRUCTURE AND COMMUNITIES (BRIC) CITY OF PALM SPRINGS WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND MITIGATION PROJECT** 57
RECOMMENDATION:
Ratify the letter of support for the BRIC City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project.
- 13.d ADOPTION OF ORDINANCE 1426 TO ACT IN CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT.** 61
RECOMMENDATION:
Adopt Ordinance No. 1426 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT."
- 13.e INTRODUCTION OF AN ORDINANCE DISSOLVING THE MARKETING COMMITTEE AND RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL** 73
RECOMMENDATION:
1. Introduce an Ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE."
2. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING A PUBLIC AFFAIRS MARKETING PANEL TO BE ADVISORY TO THE PUBLIC AFFAIRS MANAGER."
- 13.f APPROVE DEACCESSION OF GRAND PIANO BY DAVID MUELLER** 81
RECOMMENDATION:
Approve the deaccession and removal of *Grand Piano* by David Mueller.

- 13.g AUTHORIZE CITY MANAGER/EXECUTIVE DIRECTOR TO AWARD AGREEMENTS TO MULTIPLE CONSULTANTS FOR HOUSING PROGRAM ADMINISTRATIVE SERVICES** 93
- RECOMMENDATION:
1. Authorize City Manager/Executive Director to review and award task order agreements to multiple qualified consultants for Affordable Housing Administrative Services in an initial amount not to exceed \$50,000 in aggregate for the remainder of FY 2024-25, and \$100,000 in aggregate annually thereafter, pursuant to the terms of the agreements.
 2. Authorize the City Attorney to make any necessary non-monetary changes to the agreements.
 3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action, and to review and approve up to three (3) additional one-year terms per vendor agreement.
- 13.h RATIFICATION OF V.M. POOL SERVICE AND REPAIR FOR POOLS, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR AT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$95,400** 167
- RECOMMENDATION:
1. Ratify the six-month agreement with V.M. Pool Maintenance and Repair for pool, spa, and water feature maintenance and repair at Housing Authority properties in an amount not to exceed \$95,400 and \$15,000 for additional services as required.
 2. Authorize the Executive Director, or his designee, to take any necessary actions to execute the agreement and any related documents to effectuate this action.
- 13.i AUTHORIZE AN INCREASE OF \$80,000 TO NOT TO EXCEED AMOUNT FOR ADDITIONAL SERVICES FOR JOHN HARRISON CONTRACTING, INC.** 195
- RECOMMENDATION:
1. Authorize an increase of \$80,000 to the not to exceed amount for additional services for John Harrison Contracting, Inc., for Fiscal Year 2024-25 and Fiscal Year 2025-26 for a total amount Not to Exceed \$108,500 each fiscal year.
 2. Authorize the Executive Director, or his designee, to take any necessary actions to facilitate and effectuate the actions taken herewith.
- 13.j APPROVE CIVIC ENGAGEMENT COMMITTEE 2025 WORK PLAN** 289
- RECOMMENDATION:
Approve the Civic Engagement Committee's 2025 Work Plan.

- 13.k APPROVAL OF LAW ENFORCEMENT RESPONSIBILITIES MEMORANDUM OF UNDERSTANDING AGREEMENTS WITH THE COUNTY OF RIVERSIDE, CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO, COLLEGE OF THE DESERT, AND THE UNIVERSITY OF CALIFORNIA, RIVERSIDE** 291
- RECOMMENDATION:
1. Approve a Law Enforcement Responsibilities Memorandum of Understanding (MOU) Agreement between the City of Palm Desert; the County of Riverside; California State University, San Bernardino; the University of California, Riverside; and College of the Desert.
 2. Authorize the City Manager to execute the MOU agreement.
- 13.l AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ACQUIRE FINANCIALLY DISTRESSED PROPERTIES WITH AN AFFORDABLE RESTRICTED AGREEMENT FOR THE CITY OF PALM DESERT AND/OR PALM DESERT HOUSING AUTHORITY** 303
- RECOMMENDATION:
1. Authorize the Executive Director, or designee, to initiate acquisitions and resale of properties with affordability covenants that are subject to time-sensitive financial distress, such as a Notice of Default, Foreclosure or Bankruptcy, to prevent loss of housing from the affordable housing portfolio.
 2. Authorize the Executive Director, or designee, to execute all necessary documents to facilitate the acquisition, repair, and resale of the subject properties, ensuring they remain affordable, restricted, and available to income-qualified homebuyers.
- 13.m RATIFICATION AND UPDATE OF VENDOR AND CONTRACTOR PREQUALIFICATION LIST SUBMISSIONS THROUGH FEBRUARY 11, 2025** 313
- RECOMMENDATION:
Ratify the attached updated prequalified vendor and contractor list submissions received through February 11, 2025, for the City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority, and Desert Willow Golf Resort.
- 13.n AMENDMENT NO. 2 TO CONTRACT NO. C39690 LEASE AGREEMENT WITH DESERT RECREATION DISTRICT TO FACILITATE NECESSARY BUILDING IMPROVEMENTS AT PALM DESERT COMMUNITY CENTER** 319
- RECOMMENDATION:
1. Approve Amendment No. 2 to Contract No. C39690, the Desert Recreation District Lease Agreement.
 2. Authorize City Manager to execute said amendment upon approval by the City Attorney.

13.o AWARD OF CONTRACT FOR AFFORDABLE HOUSING COMPLIANCE AND PROPERTY MANAGEMENT SERVICES TO NATIONAL COMMUNITY RENAISSANCE FOR A FIVE-YEAR TERM, IN THE ANNUAL AMOUNT OF UP TO \$832,356 361

RECOMMENDATION:

1. Approve the award of contract for Affordable Housing Compliance and Property Management Services for the Authority-owned Properties to National Community Renaissance, a Nonprofit Corporation for a five (5) year term, in the annual amount of up to \$832,356, with prescribed allowable increases for subsequent years as noted in the contract.
2. Approve an Addendum Agreement and an amount of up to \$30,000 for the transition of property management providers and cost associated.
3. Authorize Executive Director or his designee to finalize the management contract and addendum (also referred to as the "Agreement") with National Communities Renaissance, consistent with the terms of the RFP with non-substantive modifications concurred upon by the Executive Director and legal counsel.
4. Authorize the Chairperson to execute the Agreement and Addendum and the Executive Director to execute any documents necessary to facilitate the contract award and implementation.

13.p ALPHA HOLDINGS - ACCEPT PUBLIC IMPROVEMENTS AND RELEASE RELATED BONDS, AND ACCEPT A MAINTENANCE BOND 517

RECOMMENDATION:

1. Accept public improvements for Alpha Holdings.
2. Release the following bonds:
 - a. Faithful Performance Bond in the amount of \$64,723.00
 - b. Labor and Materials Bond in the amount of \$32,361.60
 - c. Grading Bond in the amount of \$61,139.00.
3. Accept the Maintenance Bond in the amount of \$6,500.00

14. ACTION CALENDAR

The public may comment on individual Action Items within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of the agenda.

14.a APPROVE CONCEPTUAL DESIGN OF NEW LIBRARY FACILITY 579

RECOMMENDATION:

Approve the \$30 million conceptual design option for the New Library Facility.

- 14.b PROVIDE DIRECTION ON LIBRARY OPERATIONS AND FOUNDATION CONSIDERATIONS** 593
RECOMMENDATION:
Provide direction on Library Operations and Foundation Considerations.
- 14.c RESOLUTION OF CONCERN REGARDING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES** 595
RECOMMENDATION:
Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, EXPRESSING CONCERN REGARDING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES."
- 14.d ORDINANCE AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR THE CITY'S BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES** 599
RECOMMENDATION:
Introduce an Ordinance entitled," AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES."
- 15. PUBLIC HEARINGS**
The public may comment on individual Public Hearing Items within the three-minute time limit. The applicant or appellant will be provided up to five minutes to make their presentation. Speakers may utilize one of the three options listed on the first page of this agenda.

15.a ECONOMIC SUBSIDY REPORT AND AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BETWEEN THE CITY AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA - CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION

RECOMMENDATION:

1. Hold the Public Hearing.
2. Approve the allocation of \$200,000 from the Invest Palm Desert Program for financial assistance towards the reconstruction of Papa Dan's Pizza and Pasta.
3. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
4. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
5. Authorize the Director of Finance to transfer \$200,000 from the Business Enhancement Program Account No. 4254430-4387500 to Account No. 4254430-4393000 for the approved amount.
6. Find that the above activities do not constitute a project under the California Environmental Quality Act (CEQA) and alternatively are categorically exempt from review under section 15301 (Existing Facilities)
7. Direct staff to file and post a Notice of Exemption consistent with the above-stated CEQA findings within five (5) working days of this approval.
8. Authorize the City Manager or designee to execute all documents required to effectuate the funds.

16. INFORMATION ITEMS

17. ADJOURNMENT

18. PUBLIC NOTICES

Agenda Related Materials: Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City’s website at www.palmdesert.gov by clicking “*Meeting Agendas*” at the top of the page.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the city will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

AFFIDAVIT OF POSTING

I, Monique Lomeli, Senior Deputy Clerk of the City of Palm Desert, do hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing agenda for the Palm Desert City Council, Successor Agency for the Palm Desert Redevelopment Agency, and Housing Authority, was posted on the City Hall bulletin board and City website www.palmdesert.gov no less than 72 hours prior to the meeting.

/S/ Monique Lomeli, CMC
Senior Deputy Clerk

WHEREAS, with proper care and access to comprehensive medical resources, those with hemophilia and other bleeding disorders can lead productive lives; and

WHEREAS, the State of California and the Hemophilia Council of California are committed to the proper care and treatment of children and adults with hemophilia and other related disorders and to advance the quality of life through advocacy, education, and outreach through on-going collaboration; and

WHEREAS, the Hemophilia Foundation of Southern California’s principal mission is to improve the quality of life, and elevate awareness and engagement of the public for those living with inherited bleeding disorders in Southern California; and

WHEREAS, these bleeding disorders, which share the inability to form a proper blood clot, are characterized by extended bleeding after injury, surgery, trauma, or menstruation and can lead to significant morbidity and can be fatal if not treated effectively; and

WHEREAS, this Awareness Month will generate greater awareness and understanding of hemophilia, and all inheritable bleeding disorders, including von Willebrand Disease, Platelet Storage Pool Disorder, and Glanzmann’s Thrombasthenia—which impact an estimated one percent of the U.S. population or more than 3.2 million individuals; and

NOW, THEREFORE, BE IT RESOLVED, that **I, Jan C. Harnik, Mayor of the City of Palm Desert**, on behalf of the City Council, do hereby recognize the month of March 2025 as

Bleeding Disorder Awareness Month

In Witness Whereof, I have hereunto set my hand and have caused the Official Seal of the City of Palm Desert, California to be affixed this 27th day of February 2025.

**Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment
Agency, Housing Authority, and Board of Library Trustees**
Regular Meeting Minutes

February 13, 2025, 4:00 p.m.

Present: Councilmember Gina Nestande, Mayor Pro Tem Evan Trubee,
Councilmember Karina Quintanilla, Councilmember Joe Pradetto

Absent: Mayor Jan Harnik

1. CALL TO ORDER - REGULAR MEETING - 4:00 P.M.

A Regular Meeting of the Palm Desert City Council was called to order by Mayor Pro Tem Trubee on Thursday, February 13, 2025, at 4:10 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

Councilmember Nestande led the Pledge of Allegiance.

4. INSPIRATION

Councilmember Quintanilla provided words of inspiration.

5. REPORT OF CLOSED SESSION

None.

6. AWARDS, PRESENTATIONS, AND APPOINTMENTS

7. CITY MANAGER COMMENTS

Lieutenant Porras, Riverside County Sheriff's Department, provided an update on staffing levels.

Deputy District Attorney Kahal summarized the Homelessness, Drug Addiction, and Theft Reduction Act (Prop 36) and its impact on the justice system; and responded to Councilmember inquiries.

Director of Library Services Schaffer announced the launch of the One Book - One Palm Desert reading program beginning March 28, 2025, and invited residents to participate.

8. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION

Councilmembers reported on their attendance at various meetings and events.

Councilmember Quintanilla, with the support of Mayor Pro Tem Trubee, requested that a representative from Riverside County Probation Department be included in a future Homelessness Taskforce or Public Safety Committee meeting to discuss the multi-

agency approach to decrease recidivism and requested a presentation from Riverside County Animal Services with an update on the fee study prior to consideration of a contract extension.

Councilmember Nestande, with the support of Councilmember Pradetto, requested that staff prepare a resolution of concern related to the South Coast Air Quality Management District's proposed rules to ban gas appliances.

9. NON-AGENDA PUBLIC COMMENTS

Professor Chip, resident, expressed concerns regarding City employee benefits.

John Sicily, Inland Empire Labor Council Delegate, expressed concerns about labor compliance amongst local contractors and developers.

Mike Morsh, resident, requested that the City reconsider whether establishing a Palm Desert City Foundation is necessary and beneficial.

Connor Lamont, resident, urged the City to add signage and increase police presence near Homme Adams Park to address trespassers.

10. CONSENT CALENDAR

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

To approve the consent calendar as presented.

Motion Carried (4 to 0)

10.a APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the Minutes of January 7, 2025, January 9, 2025, and January 30, 2025.

Motion Carried

10.b APPROVAL OF WARRANT REGISTERS

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Pradetto

Approve the warrant registers issued for the period 11/26/2024 to 1/30/2025.

Motion Carried

10.c RECEIVE AND FILE APPLICATIONS FOR ALCOHOLIC BEVERAGE LICENSES

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Receive and file the application for Alcoholic Beverage License for:

- Chevron Stations, Inc., Chevron #1858, 72801 HWY 111, Palm Desert
- CV Food Services, Inc., La Spiga Ristorante Italiano, 72557 HWY 111, Palm Desert
- Talay Corp, Talay Thai Cuisine, 73030 El Paseo STE. 102, Palm Desert

Motion Carried

10.d FINANCE COMMITTEE REPORTS

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Receive and file the monthly Investment Report, General Fund, Parkview Office Complex, and Desert Willow Golf Resort Financial Monthly Reports for September through December 2024.

Motion Carried

10.e ADOPTION OF ORDINANCE 1425 TO AMEND SECTIONS OF TITLE 25 OF THE PALM DESERT MUNICIPAL CODE AND FINDING THE ACTION EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Adopt Ordinance No. 1425 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING SECTIONS 25.60.080, 25.60.160, AND 25.78.020(C) OF PALM DESERT MUNICIPAL CODE TITLE 25 AND MAKING A FINDING THAT THE ACTION IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)."

Motion Carried

10.f ACCEPTANCE OF A RESIGNATION FROM THE CIVIC ENGAGEMENT COMMITTEE, PARKS AND RECREATION COMMITTEE, AND HOMELESSNESS TASKFORCE

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. With regret, accept the resignation of Gregg Akkerman from the Civic Engagement Committee and Parks and Recreation Committee.

2. With regret, accept the resignation of Christopher Schachter from the Homelessness Taskforce.

Motion Carried

10.g APPOINT MAYOR HARNIK TO THE CITY SELECTION COMMITTEE OF RIVERSIDE COUNTY AND MAYOR PRO TEM TRUBEE AS THE ALTERNATE

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Appoint Mayor Harnik to the City Selection Committee of Riverside County and Mayor Pro Tem Trubee as the alternate.

Motion Carried

10.i RATIFICATION OF A LETTER OF SUPPORT FOR THE TWENTYNINE PALMS BAND OF MISSION INDIANS GRANT APPLICATION FOR SURFACE TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Ratify a letter of support for the Twentynine Palms Band of Mission Indians grant application for surface transportation infrastructure improvements in the Dillon Road corridor and near the Jacqueline Cochran Regional Airport.

Motion Carried

10.j APPROVAL OF MILLS ACT CONTRACTS BETWEEN THE CITY AND THE PROPERTY OWNER OF TWO INDIVIDUAL HISTORICAL PROPERTIES

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. Adopt Resolution No. 2025-002 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A MILLS ACT AGREEMENT BETWEEN THE CITY AND THE OWNER OF THE PROPERTY LOCATED AT 72785 EL PASEO, UNIT 716."
2. Adopt Resolution No. 2025-003 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A MILLS ACT AGREEMENT BETWEEN THE CITY AND THE OWNER OF THE PROPERTY LOCATED AT 72765 MESQUITE COURT, SUITE F."

Motion Carried

10.k RECEIVE AND FILE THE ANNUAL LOW- AND MODERATE-INCOME HOUSING ASSET FUND REPORT RELATIVE TO SENATE BILL 341

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Receive and file the annual Low- and Moderate-Income Housing Asset Fund report relative to Senate Bill 341 for Fiscal Year (FY) 2023-24.

Motion Carried

10.I SELF-HELP PROJECT CLOSE OUT AND FINANCIAL SUPPORT

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Authorize payment of \$65,000 to Coachella Valley Housing Co. to provide financial support to close out the Affordable Housing Self-Help Project from the City's Housing Mitigation Funds.

Motion Carried

10.m RECEIVE AND FILE THE CITY OF PALM DESERT AUDITED ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDED JUNE 30, 2024.

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Receive and file the audited Annual Comprehensive Financial Report (ACFR) for the City of Palm Desert for the fiscal year ended June 30, 2024.

Motion Carried

10.n ADOPT A RESOLUTION TO REPEAL AND REPLACE THE CITY OF PALM DESERT STANDARD DETAILS AND DESIGN GUIDELINES

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

Adopt Resolution No. 2025-004 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, TO REPEAL AND REPLACE RESOLUTION NO. 2024-077 WHICH ADOPTED THE CITY OF PALM DESERT STANDARD DETAILS AND DESIGN GUIDELINES AND MAKING A FINDING OF EXEMPTION UNDER CEQA."

Motion Carried

10.o APPROVE AMENDMENT NO. 4 TO CONTRACT NO. C40350 WITH ST. FRANCIS ELECTRIC, LLC, FOR TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. Approve Amendment No. 4 to Contract No. C40350 with St. Francis Electric, LLC, of Riverside, California, for traffic signal preventive maintenance and emergency on-call services to increase compensation in amount not to exceed \$200,000 annually.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute said amendment.

Motion Carried

10.q APPROVE CHANGE ORDER NO. 1 TO CONTRACT C47830 WITH GRANITE CONSTRUCTION COMPANY FOR THE PD LINK PHASE 2 PROJECT (PROJECT NO. CST00005)

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. Approve Change Order No. 1 to Contract C47830 with Granite Construction Company, of Indio, California, in the amount of \$151,757.33 for the PD Link Phase 2 Project (Project No. CST00005).
2. Appropriate \$35,157.33 from unobligated Measure A Fund Balance to Account No. 2134670-5000202.

Motion Carried

10.s GERALD FORD APARTMENTS – ACCEPT PUBLIC IMPROVEMENTS AND RELEASE RELATED BONDS, AND ACCEPT A MAINTENANCE BOND

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. Accept public improvements for Gerald Ford Apartments.
2. Release the following bonds:
 - a. Faithful Performance Bond in the amount of \$108,091.50.
 - b. Labor and Materials Bond in the amount of \$108,091.50.
 - c. Grading Bond in the amount of \$173,470.
3. Accept the Maintenance Bond in the amount of \$10,809.15.

Motion Carried

10.t WEST COAST SELF STORAGE - ACCEPT PUBLIC IMPROVEMENTS AND RELEASE RELATED BONDS, AND ACCEPT A MAINTENANCE BOND

Motion by: Councilmember Quintanilla
Seconded by: Councilmember Pradetto

1. Accept public improvements for West Coast Self Storage.
2. Release the following bonds:
 - a. Faithful Performance Bond in the amount of \$48,696.50.
 - b. Labor and Materials Bond in the amount of \$24,348.25.
 - c. Grading Bond in the amount of \$11,415.25.
3. Accept the Maintenance Bond in the amount of \$4,869.65.

Motion Carried

10.h RATIFICATION OF A LETTER OF SUPPORT FOR THE UNIVERSITY OF CALIFORNIA, RIVERSIDE, REGIONAL RESILIENCE INNOVATION INCUBATOR

Councilmember Quintanilla voiced support for the item and urged the City Council and staff to explore opportunities to incorporate local research into City projects and better utilize relationships with university students as interns.

Motion by: Mayor Pro Tem Trubee
Seconded by: Councilmember Quintanilla

Ratify the letter of support for the University of California, Riverside, (UCR) Regional Resilience Innovation Incubator.

Motion Carried (4 to 0)

10.p APPROVE PREPAYMENT OF JULY 4, 2025, INDEPENDENCE DAY CELEBRATION EVENT EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$130,000 AND TO BE INCLUDED AS PART OF THE FISCAL YEAR (FY) 2025-26 ANNUAL BUDGET

In response to City Council inquiry, Special Events Coordinator Goodwin advised that the Portola Community Center will be used as a quiet space for residents with sensory issues during the Independence Day event; confirmed that future staff reports will include additional detail regarding miscellaneous expenses.

Motion by: Councilmember Pradetto
Seconded by: Mayor Pro Tem Trubee

1. Approve prepayment of expenditures not to exceed \$130,000, to be included in the FY 2025-26 Annual Budget for production of the July 4, 2025, Independence Day Celebration.
2. Authorize the City Manager to execute vendor contracts associated with event production.

Motion Carried (4 to 0)

10.r ADOPT RESOLUTIONS APPROVING THE FISCAL YEAR 2024-25 MID-YEAR BUDGET ADJUSTMENTS AND REVISED STAFF ALLOCATION SCHEDULE

Councilmember Pradetto requested a staff report on the updated projections with consideration to the passage of Measure G.

Director of Finance Chavez provided a staff report and responded to Councilmember inquiries.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Quintanilla

1. Adopt Resolution No. 2025-005 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 BUDGET AS A RESULT OF MID-YEAR ADJUSTMENTS."
2. Authorize the Director of Finance to appropriate and transfer unobligated funds from Capital Projects Account No. 4004199-4501000 to General Fund Account No. 1100000-3910000 to cover mid-year requests in the total amount of \$1,326,110.
3. Adopt Resolution No. 2025-006 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING AUTHORIZED CLASSIFICATIONS AND ALLOCATED POSITIONS INCLUDED HEREIN ATTACHED AS EXHIBIT "A" AND RESCINDING RESOLUTION NO. 2024-047."

Motion Carried (4 to 0)

10.u APPROVE CHANGE ORDER NO. 1 TO CONTRACT NO. C47350 WITH CAL-STRIPE, INC., FOR ON-CALL CITYWIDE STREET AND BIKE LANE STRIPING IMPROVEMENTS (PROJECT NO. MST00002)

Councilmember Pradetto voiced support for the item and expressed appreciation to staff for their work on street maintenance.

Motion by: Councilmember Quintanilla

Seconded by: Councilmember Nestande

1. Approve Change Order No. 1 to Contract No. C47350 with Cal-Stripe, Inc., of Colton, California, for On-Call Citywide Street and Bike Lane Striping Project to increase compensation to an amount not to exceed \$950,000 annually, subject to CPI.
2. Authorize City Manager to execute the change order and any documents necessary to effectuate the actions taken herewith.

Motion Carried (4 to 0)

11. **ACTION CALENDAR**

12. **PUBLIC HEARINGS**

12.a **APPROVAL OF THE ESTABLISHMENT OF THE CITY OF PALM DESERT COMMUNITY FACILITIES DISTRICT 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AND LEVY OF A SPECIAL TAX FOR SERVICES AND CONDUCT A SPECIAL ELECTION**

Mayor Pro Tem Trubee opened the public hearing.

Director of Economic Development Ceja narrated a PowerPoint presentation and responded to Councilmember inquiries.

Mayor Pro Tem Trubee closed the public hearing, there being no members of the public wishing to speak.

City Clerk Mejia announced there is no majority protest; therefore, the City Council may proceed.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Nestande

1. Adopt Resolution No. 2025-007 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DETERMINING THE VALIDITY OF PRIOR PROCEEDINGS, **FORMING THE CITY OF PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES)**, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, ESTABLISHING AN APPROPRIATIONS LIMIT, AND TAKING CERTAIN OTHER ACTIONS RELATING TO SAID DISTRICT."
2. Adopt Resolution No. 2025-008 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) **CALLING A SPECIAL LANDOWNER ELECTION** RELATING TO THE LEVY OF A SPECIAL TAX THEREIN AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT."

Motion Carried (4 to 0)

City Clerk Mejia conducted the Special Election and completed the canvassing of the ballots as follows:

- 18 ballots in favor
- 0 ballots opposed

Motion by: Councilmember Pradetto

Seconded by: Councilmember Nestande

1. Adopt Resolution No. 2025-009 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) **DECLARING THE RESULTS OF A SPECIAL LANDOWNER ELECTION** RELATING TO THE LEVY OF A SPECIAL TAX THEREIN AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT."
2. Introduce Ordinance No. 1426 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT."

Motion Carried (4 to 0)

12.b CONSIDERATION TO ADOPT MITIGATED NEGATIVE DECLARATION (SCH NO. 2023090542) AND A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVAL OF PRELIMINARY DESIGN FOR THE HAYSTACK CHANNEL IMPROVEMENT PROJECT

Councilmember Pradetto announced his recusal, citing the project's proximity to his property, and left the Council Chamber.

Principal Planner Melloni narrated a PowerPoint presentation and responded to Councilmember inquiries.

Mayor Pro Tem Trubee opened and closed the public hearing, there being no members of the public desiring to speak.

Mayor Pro Tem Trubee reopened the public hearing to allow public testimony.

David Toltzman, resident, requested that the City require use of native granite boulders, use seed rather than mature plants, and when grading, save the top two feet of soil to preserve smoke tree seeds.

CB Buller, resident, requested to see vegetation on both sides of the wash.

Mayor Pro Tem Trubee closed the public hearing, there being no others desiring to speak.

During deliberations, Councilmember Nestande suggested that staff work with residents adjacent to the wash to gather and implement their input on native plantings.

Motion by: Councilmember Nestande

Seconded by: Councilmember Quintanilla

1. Adopt Resolution No. 2025-010 entitled, "A RESOLUTION OF THE PALM DESERT CITY COUNCIL ADOPTING AN INITIAL STUDY / MITIGATED NEGATIVE DECLARATION (SCH NO. 2023090542) AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE HAYSTACK

CHANNEL IMPROVEMENT PROJECT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”

2. Approve the preliminary design of the Haystack Channel Improvement Project with consideration to include additional landscaping along Haystack Road.
3. Authorize Director of Finance to reallocate \$275,000 from unexpended project funds in Storm Drain Improvement-Section 29 Account No. 2324370-5000455 to Account No. 2324370-5000454 for the Haystack Channel Improvement Project.

RECUSED (1): Councilmember Pradetto

Motion Carried (3 to 0)

12.c CONSIDER AN APPEAL OF THE CITY MANAGER’S REVOCATION OF THE BUSINESS LICENSE FOR MESSAGE 111 LOCATED AT 45120 SAN PABLO, SUITE 2A, PALM DESERT, CALIFORNIA

Mayor Pro Tem Trubee opened the public hearing.

Development Services Director Cannone narrated a PowerPoint presentation and responded to City Council inquiries.

George Young, appellant's legal representative, stated that the appellant made no modifications to the building; asserted that the search warrant served yielded no charges; urged the City Council to overturn the City Manager's revocation of the business license for Massage 111.

Mayor Pro Tem closed the public hearing, there being no members of the public desiring to speak.

During deliberations, individual Councilmembers offered the following comments:

- There are clear and substantial violations of the Palm Desert Municipal Code.
- The absence of criminal charges does not negate the presence of a violation of City codes and a threat to public health and safety.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Nestande

1. Find that this report, including attachments, and any additional evidence provided at the hearing provides satisfactory evidence that the City Manager’s decision to revoke the business license for Massage 111 was correct.
2. Adopt Resolution No. 2025-011 entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, UPHOLDING THE CITY MANAGER’S REVOCATION OF THE BUSINESS LICENSE

FOR MESSAGE 111, LOCATED AT 45120 SAN PABLO, SUITE 2A, AND
MAKING FINDINGS IN SUPPORT THEREOF.”

Motion Carried (4 to 0)

13. INFORMATION ITEMS

None.

14. ADJOURNMENT

The City Council adjourned at 6:05 p.m.

15. PUBLIC NOTICES

Monique Lomeli, CMC

Senior Deputy Clerk/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

Study Session of the Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment Agency, Housing Authority, and Board of Library Trustees

Minutes

February 13, 2025, 3:00 p.m.

Present: Councilmember Gina Nestande, Councilmember Evan Trubee,
Mayor Karina Quintanilla, Councilmember Joe Pradetto

Absent: Mayor Pro Tem Jan Harnik

1. CALL TO ORDER - STUDY SESSION

A Study Session of the Palm Desert City Council was called to order by Mayor Pro Tem Trubee on Thursday, February 13, 2025, at 3:00 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. STUDY SESSION TOPICS

2.a UPDATE ON THE CIRCULATION ELEMENT GENERAL PLAN UPDATE CASE NO. GPA25-0002

Consultant Brian Wolf, Fehr and Peers, narrated a PowerPoint presentation and responded to City Council inquiries.

Councilmember Quintanilla requested that staff provide more information regarding accidents on San Pablo to determine whether the Walk 'n' Roll program can help address any vehicle vs. pedestrian concerns.

Councilmember Pradetto expressed interest in applying a combination of all three traffic congestion policy options.

2.b UPDATE ON NEW LIBRARY FACILITY PROJECT

Senior Project Manager Lamb narrated a PowerPoint presentation and responded to City Council inquiries.

Consultant Lee Swanson, Richard Kennedy Architects, narrated a PowerPoint presentation and responded to City Council inquiries.

Councilmembers expressed appreciation for the thoughtful design and north-facing courtyard and supported the “high” building design option.

3. ADJOURNMENT

The City Council adjourned the Study Session at 3:58 p.m.

4. PUBLIC NOTICES

Monique Lomeli, CMC

Senior Deputy Clerk/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

City of Palm Desert Check Register

2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003562	02/06/2025	ADKINS, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,574.39
W1	00003563	02/06/2025	ALLEN, FRANK	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003564	02/06/2025	AVERY, ANN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	657.41
W1	00003565	02/06/2025	BASSLER, THOMAS	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003566	02/06/2025	BISHOP, ROBERT	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	707.98
W1	00003567	02/06/2025	BLYTHE, BARBARA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	291.10
W1	00003568	02/06/2025	BO CHEN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	550.44
W1	00003569	02/06/2025	BRADLEY, DEBRA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003570	02/06/2025	BROWN, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003571	02/06/2025	CANALES, CHRISTINA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	532.61
W1	00003572	02/06/2025	CECHIN, TERRY	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	845.21
W1	00003573	02/06/2025	CEHR, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003574	02/06/2025	CICCHINI, SUZANNE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,267.82
W1	00003575	02/06/2025	CONLON, PATRICK C.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003576	02/06/2025	CRAWFORD, DANNY	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	2,033.00
W1	00003577	02/06/2025	CROY, HOMER	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	505.70
W1	00003578	02/06/2025	DARLING, GLORIA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003579	02/06/2025	HOLLINGER, DIANE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003580	02/06/2025	DIERCKS, MARK	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	138.81
W1	00003581	02/06/2025	DOYLE, KAREN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	770.53
W1	00003582	02/06/2025	DRELL, PHILIP D.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003583	02/06/2025	ESPINOZA, JOSE LUIS	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	2,345.77
W1	00003584	02/06/2025	FANNING, JODI	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,101.78
W1	00003585	02/06/2025	FERGUSON, JAMES C.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,098.78
W1	00003586	02/06/2025	FLINT, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	277.35
W1	00003587	02/06/2025	FOLKERS, RICHARD J.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003588	02/06/2025	GARCIA, MIGUEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30

City of Palm Desert

Check Register

2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003589	02/06/2025	GARNER, PAGE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,253.44
W1	00003590	02/06/2025	GAUGUSH, CORA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003591	02/06/2025	GLICKMAN, DEBORAH SCHWARTZ	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,777.09
W1	00003592	02/06/2025	GODFREY, BEN ORRIN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003593	02/06/2025	GOMEZ, DONNA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,267.82
W1	00003594	02/06/2025	GRANCE, RUSSELL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,086.31
W1	00003595	02/06/2025	GREENWOOD, MARK	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,777.09
W1	00003596	02/06/2025	GRIFFIN, ROSALVA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	316.90
W1	00003597	02/06/2025	HENDERSON, RHONDA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	944.86
W1	00003598	02/06/2025	HERMANN, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,658.62
W1	00003599	02/06/2025	HERNANDEZ, ANTHONY	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003600	02/06/2025	HERNANDEZ, CARLOS	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,777.09
W1	00003601	02/06/2025	HOLTZ, GREGG	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003602	02/06/2025	JOHNSON, SONDR	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003603	02/06/2025	JOY, PHILLIP E.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	394.23
W1	00003604	02/06/2025	JUDY, JANINE MARIE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	298.69
W1	00003605	02/06/2025	KARIMI, BASHIER AHMAD	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003606	02/06/2025	KILPATRICK, SHAWN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,748.32
W1	00003607	02/06/2025	KLASSEN, RACHELLE D.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,267.82
W1	00003608	02/06/2025	KNIGHT, SPENCER	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003609	02/06/2025	KNUTSON, LAUREL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	198.97
W1	00003610	02/06/2025	LEAL, DIANA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,124.22
W1	00003611	02/06/2025	LEON, PATRICIA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003612	02/06/2025	LONGMAN, ELIZABETH M.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	174.17
W1	00003613	02/06/2025	MCBRIDE, CRAIG	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003614	02/06/2025	MCCARTHY, JUSTIN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	606.84
W1	00003615	02/06/2025	METZ, THOMAS	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,836.50

City of Palm Desert

Check Register

2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003616	02/06/2025	MONROE, TONYA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003617	02/06/2025	MOORE, JANET	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,777.09
W1	00003618	02/06/2025	MOORE, RUTH ANN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003619	02/06/2025	NEELY, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003620	02/06/2025	NIEMCZAK, JAY	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	156.34
W1	00003621	02/06/2025	O'REILLY, MONICA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,183.72
W1	00003622	02/06/2025	PONDER, HART	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	174.17
W1	00003623	02/06/2025	PRUSINOWSKI, KAREN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	657.41
W1	00003624	02/06/2025	REAM, LISA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	390.58
W1	00003625	02/06/2025	RIDDLE, FRANKIE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	814.91
W1	00003626	02/06/2025	ROCHA, GRACE L.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	934.83
W1	00003627	02/06/2025	ROSAS, JOSE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,574.39
W1	00003628	02/06/2025	ROSAS, SERGIO	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003629	02/06/2025	RUSSELL, LINDA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	532.84
W1	00003630	02/06/2025	SCULLY, PATRICIA H.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	00003631	02/06/2025	CHRISTIANSEN, SHARON	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	390.78
W1	00003632	02/06/2025	SMITH, STEPHEN R.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003633	02/06/2025	STANLEY, JANE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	472.22
W1	00003634	02/06/2025	SZYMANSKI, BETTY	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,436.87
W1	00003635	02/06/2025	TOWNSEND, ALANA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	362.69
W1	00003636	02/06/2025	TUCKER, RON	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	532.61
W1	00003637	02/06/2025	WALKER, DEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	369.71
W1	00003638	02/06/2025	WEIL, CHIN-YU	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	532.61
W1	00003639	02/06/2025	WELLER, DENI	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	00003640	02/06/2025	WHITE, BRYCE	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	298.69
W1	00003641	02/06/2025	WILCOX, DARIN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	377.07
W1	00003642	02/06/2025	WITTE, LOCK	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,318.60

City of Palm Desert
Check Register
 2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003643	02/06/2025	WOHLMUTH, JOHN	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	825.57
W1	00003644	02/06/2025	ZAMARRIPA, AARON	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	829.30
W1	00003645	02/06/2025	ZAMORA, FLORENTINO G.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	396.12
W1	00003646	02/06/2025	ZATARAIN, ABEL	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,101.78
W1	00003647	02/06/2025	ZATARAIN, GERARDO	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	1,267.82
W1	00003648	02/06/2025	AMAZON CAPITAL SERVICES INC.	1104211 4306001	COPS First Aid Kits & Ink Cart	IRCG-VD11-6WTN	275.20
W1	00003648	02/06/2025	AMAZON CAPITAL SERVICES INC.	1104154 4219000	Employee engagement supplies	16LK-TQMD-XJCM	61.40
W1	00003648	02/06/2025	AMAZON CAPITAL SERVICES INC.	1104211 4306001	COPS Label Maker Tape	1TQ4-VXQM-46R7	14.00
W1	00003648	02/06/2025	AMAZON CAPITAL SERVICES INC.	1104110 4211000	Cert. Paper/Folders	1LNR-M63P-HTT4	129.02
W1	00003649	02/06/2025	AQUATIC TECHNOLOGY	2424549 4331101	4 BACKSTROKE STANCHIONS - PDAC	I512533	4,024.94
W1	00003650	02/06/2025	BMW MOTORCYCLE OF RIVERSIDE	1104210 4334000	24/25 POLICE MTRCYCLE REP/MAIN	6037890	818.45
W1	00003651	02/06/2025	BURKE WILLIAMS & SORENSEN LLP	1104121 4301500	DC24 ECON DEV LGL	335666	420.00
W1	00003651	02/06/2025	BURKE WILLIAMS & SORENSEN LLP	1104159 4309000	DC24 WESTFIELD LGL SVC	335664	420.00
W1	00003651	02/06/2025	BURKE WILLIAMS & SORENSEN LLP	6100000 2283600	DC24 DSRT SURF LGL	335665	315.00
W1	00003652	02/06/2025	CDW LLC	1104190 4211000	Packing Tape	AC35C4E	19.87
W1	00003652	02/06/2025	CDW LLC	1104190 4212000	USB-C/USB-A ADAPTOR	AC3ZL6X	20.08
W1	00003652	02/06/2025	CDW LLC	1104190 4212000	5ft USB-A Tripp Cable	AC4DE1U	32.86
W1	00003653	02/06/2025	CYBERGRADE TECHNOLOGIES LLC	1100000 1430100	DELL BACKUP JUL'25-JUNE'26	70158	4,875.89
W1	00003653	02/06/2025	CYBERGRADE TECHNOLOGIES LLC	1100000 1430100	DELL BACKUP JUL'26-JUN'27	70158	4,875.89
W1	00003653	02/06/2025	CYBERGRADE TECHNOLOGIES LLC	1100000 1430100	DELL BACKUP JUL'27-DEC'27	70158	2,437.94
W1	00003653	02/06/2025	CYBERGRADE TECHNOLOGIES LLC	1104190 4362001	DELL BACKUP DEC'25-JUNE'25	70158	2,437.94
W1	00003654	02/06/2025	ENCHANTED MEMORIES	4364650 4321701	EL PASEO ART DEDICATN RENTALS	7639	1,556.79
W1	00003655	02/06/2025	FAMILY YMCA OF THE DESERT	2424549 4219000	DC24 AQUATIC CTR - SUPPLIES	122024	753.21
W1	00003655	02/06/2025	FAMILY YMCA OF THE DESERT	2424549 4309000	DC24 AQUATIC CTR - OTHER EXP	122024	6,674.44
W1	00003655	02/06/2025	FAMILY YMCA OF THE DESERT	2424549 4309300	DC24 AQUATIC CTR - MNGEMNT FEE	122024	17,536.81
W1	00003655	02/06/2025	FAMILY YMCA OF THE DESERT	2424549 4801100	DC24 AQUATIC CTR - FOOD/MERCH	122024	6,493.32
W1	00003655	02/06/2025	FAMILY YMCA OF THE DESERT	2424549 4802101	DC2 AQUATIC CTR - CONTRACT LAB	122024	106,637.13

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W1	00003656	02/06/2025	HIGH TECH IRRIGATION INC.	1104611 4332001	IRRIGATION SUPPLIES - HOVLEY	819058	338.00
W1	00003657	02/06/2025	HR GREEN PACIFIC INC	1104130 4301150	NV24 Ph. H: Engr Design Manual	182449	2,547.50
W1	00003657	02/06/2025	HR GREEN PACIFIC INC	1104130 4301150	DC24 Ph. H: Engr Design Manual	183369	760.00
W1	00003658	02/06/2025	IDEA PEDDLER LLC	1104417 4309000	Strategy & Acct Managemnt JN25	2756	4,416.66
W1	00003658	02/06/2025	IDEA PEDDLER LLC	1104417 4309000	Media Management JN 25	2757	4,416.66
W1	00003659	02/06/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	EXP Plan Review & Insp-NOV 24	1088325	1,110.45
W1	00003659	02/06/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	HRLY Plan Review & Insp-DEC 24	1144514	680.00
W1	00003659	02/06/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	COMM Plan Review & Insp-DEC 24	1130771	2,959.71
W1	00003659	02/06/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	RESI Plan Review & Insp-DEC 24	1186203	1,745.49
W1	00003660	02/06/2025	KEYSER MARSTON ASSOCIATES INC	8734195 4309000	FY23/24 SB341 ANNUAL REPRT SVC	0039403	4,952.50
W1	00003660	02/06/2025	KEYSER MARSTON ASSOCIATES INC	8730000 2399100	DC24 ARC VILLAGE FIN ANALYSIS	0039404	73.75
W1	00003661	02/06/2025	KIMLEY-HORN AND ASSOCIATES INC.	1104250 4309000	LIVING DESERT TRAFFIC STUDY	30342849	3,025.00
W1	00003661	02/06/2025	KIMLEY-HORN AND ASSOCIATES INC.	2134250 5000907	TRAFFIC OPS AND CAPACITY IMP	30682302	25,081.50
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 EXTRA WORK - MEDIANS	111881	4,224.32
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 EXTRA WORK - MEDIANS	111882	580.16
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 EXTRA WORK - MEDIANS	111883	4,040.18
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104310 4332000	WEED ABATEMENT - FS / TAMARISK	111232	984.00
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104310 4332000	WEED ABATEMENT - DS / MIRIAM	111233	2,664.00
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104310 4332000	SAN PASCUAL CHANNEL CLEANUP	111720	8,691.33
W1	00003662	02/06/2025	MARIPOSA LANDSCAPES INC	1104310 4332000	SAN PASCUAL CHANNEL CLEANUP	111721	8,955.20
W1	00003663	02/06/2025	NV5 INC	1104159 4309000	N. Sphere Study 11/24-12/28/24	426045	2,884.00
W1	00003664	02/06/2025	PAINTERS WAREHOUSE OF	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	2501-225535	123.32
W1	00003664	02/06/2025	PAINTERS WAREHOUSE OF	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	2501-226146	96.94
W1	00003665	02/06/2025	Q3 CONSULTING	1104159 4219100	N. PD CITY LIMIT IMPRV NV25	34186	12,524.00
W1	00003666	02/06/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220 4304500	FPARC-PD, 235507,24/25,Q1 REG	235507	189,879.69
W1	00003666	02/06/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220 4304500	FPARC-PD,235508,24/25,Q1 FT#33	235508	799,342.09
W1	00003667	02/06/2025	SIGNARAMA	1104331 4334000	EQUIPMENT REFLECTIVE DECALS	INV-127433	42.99

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W1	00003668	02/06/2025	SINATRA & COOK PROJECT LLC	4254430	4345000	MR25 iHUB RENT MO 61 OF 72	MO61OF72MAR25	18,161.80
W1	00003669	02/06/2025	RTS SOLUTIONZ INC	1104190	4336000	ABSEN A7S RECEIVER CARDS	446282	431.14
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104300	4211000	OFFICE SUPPLIES - CITY HALL	6021543908	91.91
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104330	4219000	OFFICE SUPPLIES - CORP YARD	6022049287	52.88
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104330	4219000	OFFICE SUPPLIES - CORP YARD	6021543906	101.49
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104330	4219000	OFFICE SUPPLIES - CORP YARD	6021543907	39.47
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	OFFICE SUPPLIES	6022035461	260.15
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	REFUND INV#6022035461	6022035462	-24.61
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104330	4219000	OFFICE SUPPLIES - CORP YARD	6022712879	235.32
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	1104330	4219000	OFFICE SUPPLIES - CORP YARD	6022712880	69.58
W1	00003670	02/06/2025	STAPLES BUSINESS ADVANTAGE	2524662	4211000	JN24 LIB OFFICE SUPPLIES	6021538846	56.04
W1	00003671	02/06/2025	T-MOBILE USA INC	1104331	4334000	JN25 VEHICLE GPS MONITORING	978220384-38	1,493.52
W1	00003671	02/06/2025	T-MOBILE USA INC	1104210	4304200	Sheriff GPS Locate-T243510033	9592733793	165.00
W1	00003671	02/06/2025	T-MOBILE USA INC	1104210	4304200	Sheriff GPS Locate-T243510033	9592637191	165.00
W1	00003671	02/06/2025	T-MOBILE USA INC	1104210	4304200	Sheriff GPS Locate-T242490140	9592442898	115.00
W1	00003671	02/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	MIFI442-390-2613	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	MIFI442-390-2622	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104150	4365000	MIFI - FINANCE	MIFI442-390-2272	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI442-390-2461	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI442-300-2599	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI442-390-2607	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI442-390-2619	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI442-390-2752	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI760-423-8630	18.26
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	MIFI760-423-8730	18.26
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-1300	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-2244	2.39

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W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-2271	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-2477	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-2601	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	MIFI442-390-2629	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI- CODE	MIFI442-390-1260	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	MIFI442-390-2104	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	MIFI442-390-2351	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	MIFI442-390-2617	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	MIFI442-390-2634	2.39
W1	00003671	02/06/2025	T-MOBILE USA INC	1104614	4365000	MIFI - LANDSCAPING	MIFI442-390-2983	13.68
W1	00003671	02/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	4423902613-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104134	4365000	MIFI - CIP	4423902622-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104150	4365000	MIFI - FINANCE	4423902272-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902461-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902599-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902607-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902619-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104190	4365000	MIFI - INFO TECH	4423902752-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423901300-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902244-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902271-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902477-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902601-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104420	4365000	MIFI - BUILDING & SAFETY	4423902629-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI- CODE	4423901260-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902104-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422	4365000	MIFI - CODE	4423902351-JAN25	31.15

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W1	00003671	02/06/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902617-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902634-JAN25	31.15
W1	00003671	02/06/2025	T-MOBILE USA INC	1104614 4365000	MIFI - LANDSCAPING	4423902983-JAN25	31.15
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104610 4332001	LMA 17 - CIVIC CENTER PARK	235513	16,200.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104610 4337100	LMA 17 - SPORTS FIELDS	235513	4,500.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4332001	JN25 LMA 16 LNDS MAINT - PARKS	235512	29,118.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4332001	LMA 17 - MAGNESIA FALLS PARK	235513	4,000.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4332501	JN25 LMA 16 COURT MAINT -PARKS	235512	1,167.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4391000	LMA 16 EXTRA WORK - COMM GARD	235200	1,408.09
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4391000	LMA 16 ADDT'L FDS XTRA WRK/COM	235200	2,530.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104611 4391000	JN25 LMA 16 LNDS MAINT - COMM	235512	860.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	2424549 4331101	LMA 17 - AQUATIC CENTER	235513	1,400.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	2764374 4332000	JN25 LMA 16 LANDS MAINT -HAYST	235512	3,755.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	5104195 4369601	LMA 17 - PARKVIEW OFFICE BLDG	235513	2,000.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	5104195 4369602	LMA 17 - STATE BLDG	235513	300.00
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104610 4332001	LMA 17 LNDS CP WORK - CC PARK	235648	5,205.92
W1	00003672	02/06/2025	VINTAGE ASSOCIATES	1104610 4332001	LMA 17 LNDS CP WORK - CC PARK	235583	1,818.93
W1	00003673	02/06/2025	VISUAL EDGE IT INC	1104190 4342000	INK&TONER CITYHALL 12/29-1/28	24AR2395594	982.57
W1	00003673	02/06/2025	VISUAL EDGE IT INC	1104190 4342000	INK&TONER 3TX403772 12/30-1/29	24AR2395595	104.35
W1	00003674	02/06/2025	WEX HEALTH INC	1104154 4309000	DEC24 COBRA Monthly	0002081444-IN	111.00
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2724374 4309000	LLD ADMIN - PARKVIEW ESTATES	010-60827	100.00
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2734680 4309000	LLD ADMIN - DESERT MIRAGE	010-60827	228.14
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2734681 4309000	LLD ADMIN - SANDCASTLES	010-60827	178.54
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2734682 4309000	LLD ADMIN - PRIMROSE II	010-60827	234.09
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754643 4309000	LLD ADMIN - DIAMONDBACK	010-60827	218.25
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754680 4309000	LLD ADMIN - MONTEREY MEADOWS	010-60827	235.08
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754681 4309000	LLD ADMIN - HOVLEY GLEN	010-60827	216.23

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W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754682 4309000	LLD ADMIN - HOVLEY ESTATES	010-60827	217.22
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754683 4309000	LLD ADMIN - SONATA I	010-60827	216.23
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754684 4309000	LLD ADMIN - SONATA II	010-60827	276.74
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754685 4309000	LLD ADMIN - HOVLEY COLLECTION	010-60827	234.09
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754686 4309000	LLD ADMIN - LA PALOMA I	010-60827	217.22
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754687 4309000	LLD ADMIN - LA PALOMA II	010-60827	217.22
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754693 4309000	LLD ADMIN - LA PALOMA III	010-60827	214.64
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754694 4309000	LLD ADMIN - SANDPIPER COURT	010-60827	215.54
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754695 4309000	LLD ADMIN - SANDPIPER WEST	010-60827	215.54
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754696 4309000	LLD ADMIN - HOVLEY CT WEST	010-60827	215.54
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2754697 4309000	LLD ADMIN - PALM COURT	010-60827	175.74
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2764374 4309000	LLD ADMIN - CANYON COVE	010-60827	379.90
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2784374 4309000	LLD ADMIN - VINEYARDS	010-60827	320.38
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2794374 4309000	LLD ADMIN - WARING COURT	010-60827	216.23
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2804374 4309000	LLD ADMIN - PALM GATE	010-60827	233.09
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2814374 4309000	LLD ADMIN - THE GROVE	010-60827	284.67
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2834374 4309000	LLD ADMIN - PORTOLA PLACE	010-60827	222.18
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2854374 4309000	LLD ADMIN - KAUFMAN AND BROAD	010-60827	331.29
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2864374 4309000	LLD ADMIN - CANYON CREST	010-60827	271.50
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874374 4309000	LLD ADMIN - COLLEGE VIEW ESTAT	010-60827	222.78
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874680 4309000	LLD ADMIN - THE BOULDERS	010-60827	173.29
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874681 4309000	LLD ADMIN - SUNDANCE WEST	010-60827	222.78
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874682 4309000	LLD ADMIN - PETUNIA I	010-60827	173.29
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874683 4309000	LLD ADMIN - SUNDANCE EAST	010-60827	172.07
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2874684 4309000	LLD ADMIN - COLLEGE VIEW ESTAT	010-60827	183.10
W1	00003675	02/06/2025	WILLDAN FINANCIAL SERVICES	2994374 4309000	LLD ADMIN - PALM DESERT CC	010-60827	1,561.24
W1	02005616	02/06/2025	ADVANTEC CONSULTING ENGINEERS	2134385 5000911	DESIGN SRVS - COOK TRAFFIC SIG	9803-0277-15	2,645.00

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W1	02005617	02/06/2025	AED SERVICE AMERICA INC	1104330 4309000	AED ANNUAL INSP - CORPYARD	19626	1,347.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	1104340 4309000	AED ANNUAL INSP - CITY HALL	19626	1,796.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	1104344 4309000	AED ANNUAL INSP - PORTOLA	19626	449.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	1104800 4388500	AED ANNUAL INSP - ARTISTCTR	19626	449.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	2424549 4309000	AED ANNUAL INSP - PDAC	19626	898.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	2524662 4309000	AED ANNUAL INSP - LIBRARY	19626	449.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	5104195 4369500	AED ANNUAL INSP - SHERIFF CTR	19626	449.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	5104195 4369602	AED ANNUAL INSP - STATE BLDG	19626	449.00
W1	02005617	02/06/2025	AED SERVICE AMERICA INC	5104195 4369800	AED ANNUAL INSP - HENDERSON	19626	449.00
W1	02005618	02/06/2025	ALEJANDRO GARCIA	1104422 4309000	HEARING EXAMINER CE24-5451	PD ACH 2025-01	700.00
W1	02005619	02/06/2025	ALL AMERICAN ASPHALT	2130000 2060000	RTNT 24251535/C47860	002-DEC 2024-RTN	-7,325.58
W1	02005619	02/06/2025	ALL AMERICAN ASPHALT	2134565 5000909	DC24 Haystack Traffic Calming	002-DEC 2024	146,511.62
W1	02005620	02/06/2025	ALTA PLANNING + DESIGN INC	2134300 5000910	VISION ZERO STRATEGY SVC NV&DC	304000202326712	25,236.25
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2130000 2060000	RTNT P117105/C47160	2024-2107-RTNT	-23,506.47
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2134311 4332000	CV Link Enhancements Nov24Svcs	2024-2107	470,129.46
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2310000 2060000	RTNT P117105/C47160	2024-2107-RTNT	-137.50
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2314670 5000202	CV Link Enhancements Nov24Svcs	2024-2107	2,750.00
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2130000 2060000	RTNT P117105/C47160	2024-2129-RTNT	-6,465.65
W1	02005621	02/06/2025	AMERICAN ASPHALT SOUTH INC	2134311 4332000	CV Link Enhancements Dec24Svcs	2024-2129	129,312.92
W1	02005622	02/06/2025	AMERICAN FORENSIC NURSES	1104210 4390400	24/25 BLOOD DRAW/DUI CASES RSO	79302	144.00
W1	02005622	02/06/2025	AMERICAN FORENSIC NURSES	1104210 4390400	24/25 BLOOD DRAW/DUI CASES RSO	79291	216.00
W1	02005622	02/06/2025	AMERICAN FORENSIC NURSES	1104210 4390400	24/25 BLOOD DRAW/DUI CASES RSO	79286	286.00
W1	02005622	02/06/2025	AMERICAN FORENSIC NURSES	1104210 4390400	24/25 BLOOD DRAW/DUI CASES RSO	79266	1,048.00
W1	02005623	02/06/2025	ANDERSON COMMUNICATION INC	1104310 4365000	DC24 RADIO REPEATER SRVS	20851B	250.00
W1	02005623	02/06/2025	ANDERSON COMMUNICATION INC	1104310 4365000	SP24 RADIO REPEATER SRVS	20678B	250.00
W1	02005624	02/06/2025	ANSER ADVISORY MANAGEMENT LLC	4504439 4400100	TO0011444- Facility Assessment	29093	600.00
W1	02005625	02/06/2025	AQUATIC TECHNOLOGY	2424549 4331101	PORT VACUUM CLEANER - PDAC	1510816	4,129.48

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W1	02005625	02/06/2025	AQUATIC TECHNOLOGY	2424549	4400100	16 STARTING BLOCKS - PDAC	1511356	35,542.93
W1	02005626	02/06/2025	BECK OIL INC	1104331	4217000	GAS AND DIESEL FUEL 1/10/25	148924	2,992.36
W1	02005627	02/06/2025	BEDROSIAN, PATRICK	5764192	4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	298.69
W1	02005628	02/06/2025	BIO SOCIAL	1104210	4304200	24/25 RSP BIOHAZARD SCENE CLEA	B1251724	4,524.00
W1	02005629	02/06/2025	BUREAU VERITAS NORTH AMERICA	1104420	4301000	Plan Review & Insp - NOV 24	RI 24055641	6,148.04
W1	02005629	02/06/2025	BUREAU VERITAS NORTH AMERICA	1104420	4301000	Plan Review & Insp - DEC 24	RI 25002006	2,483.33
W1	02005630	02/06/2025	BURRTEC	2364195	4309000	Waste Collection NV24	113024	13,928.22
W1	02005631	02/06/2025	C A C E O	1104422	4312000	CACEO Webinar A. Castro 5/22	200032503	60.00
W1	02005632	02/06/2025	CALIFORNIA MUNICIPAL STATISTIC	1104151	4302000	23/24 ACFR STATS	24102806	550.00
W1	02005633	02/06/2025	CALIFORNIA PARK & RECREATION	1104300	4363000	CPRS 2025 MEMBERSHIP DUES-SM	143683-SM2025CPR	170.00
W1	02005634	02/06/2025	CASC ENGINEERING AND	1104396	4400100	DC24 MS4 / NPDES SUPPORT	0052762	2,342.00
W1	02005635	02/06/2025	CEJA, ERIC	6100000	2282100	CFD2025-1 BOUNDRY MAP FILING	CFD2025-1-ECREIM	29.00
W1	02005635	02/06/2025	CEJA, ERIC	6100000	2282100	CFD2025-1 BOUNDRY MAP FILING	CFD2025-1-ECMILE	86.80
W1	02005636	02/06/2025	CHRISTOPHER GERRY	1104154	4312101	Fall24 Tuition Reimbursement	CGERRY 1.28.25	1,869.00
W1	02005637	02/06/2025	CITY OF PALM DESERT	5104361	4400100	Plan Check Fees - Tentant Impr	INV-4498	3,236.48
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	TOWN CENTER WAY	307113813150JN25	26.08
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	21 CONSTRUCTION METER	820221768036JN25	125.00
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	26 CONSTRUCTION METER	306823768022JN25	141.90
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104310	4351000	68 CONSTRUCTION METER	306749767878JN25	125.00
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104340	4351000	44911 CABRILLO AVENUE	712257390932JN25	63.42
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	74735 HOVLEY LANE E SOCCER PK	127363385426JN25	113.46
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	1131 HOVLEY SOCCER PARK	315303847830JN25	1,633.26
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	10049 FREEDOM PARK	315491848018JN25	3,260.85
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	BERTAIN A - LANDSCAPE UNIV PK	830049443846JN25	554.14
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	BERTAIN A1 - FOUNTAIN UNIV	830047443842JN25	26.08
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	NICHOLS DR - UNIV PK	822075444102JN25	139.24
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1089 MEDIANS	315239847766JN25	1,772.00

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W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	1149 ST MEDIANS NORTH	586651849912JN25	248.47
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2304220 4351000	44400 TOWN CTR FS33	163253444356JN25	129.27
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2304220 4351000	73200 MESA VIEW DR FS 67	176281476314JN25	322.86
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2304220 4351000	73995 COUNTRY CLUB FS 71	122335377974JN25	327.39
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2734680 4351000	D. 1088 DESERT MIRAGE (COOK)	315237847764JN25	70.19
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	LARKSPUR LN - FIRE MTR PP E/W	797761405428JN25	98.99
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	PORTOLA AVE - FIRE MTR PP E/W	797755405410JN25	98.99
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	SAN LUIS REY - FIRE MTR PP E/W	797759405418JN25	98.99
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	SAN LUIS REY - FIRE MTR PP E/W	797757405414JN25	100.47
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2854374 4351000	C. 1088 K/B (HEATHERWOOD)	315237847764JN25	49.39
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874374 4351000	H. 1088 COLLEGE VIEW ESTATES I	315237847764JN25	121.03
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874680 4351000	F. 1088 THE BOULDERS (SHEPHERD	315237847764JN25	40.29
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874681 4351000	B. 1088 SUNDANCE W (KOKOPELLI)	315237847764JN25	42.89
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874682 4351000	E. 1088 PETUNIA PLACE 1 (PETUN	315237847764JN25	64.98
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874683 4351000	A. 1088 SUNDANCE E.(SHEPHERD)	315237847764JN25	706.57
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	2874684 4351000	G. 1088 COLLEGE VIEW ESTATES I	315237847764JN25	212.03
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	4254430 4351000	72780 HWY 111 (SEARS)	815043444678JN25	142.23
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	4254430 4351000	72880 HWY 111 - FIRE MTR SEARS	800643444692JN25	20.21
W1	02005638	02/06/2025	COACHELLA VALLEY WATER DIST.	4254430 4351000	72880 HWY 111 - FIRE MTR SEARS	800645741286JN25	86.99
W1	02005639	02/06/2025	COUNTY OF RIVERSIDE SHERIFF	1104210 4217000	24/25 MOTOR FUEL RSO	SH0000047342	1,529.37
W1	02005639	02/06/2025	COUNTY OF RIVERSIDE SHERIFF	1104210 4217000	24/25 MOTOR FUEL RSO	SH0000047343	292.82
W1	02005639	02/06/2025	COUNTY OF RIVERSIDE SHERIFF	1104210 4217000	24/25 MOTOR FUEL RSO	SH0000047348	1,230.84
W1	02005640	02/06/2025	CRISCOM COMPANY INC	1104159 4309000	FB25 GRANT WRITING SVCS	271433	3,750.00
W1	02005641	02/06/2025	DATA TICKET INC	1104422 4309000	CITATION PROCESSING NOV-24	173252	282.97
W1	02005641	02/06/2025	DATA TICKET INC	1104422 4309000	CITATION PROCESSING DEC-24	174173	436.58
W1	02005642	02/06/2025	DAVIS, LORI	4364650 4309200	Poet Laureate Events Jan 2025	JANUARY 22 2025	875.00
W1	02005643	02/06/2025	DEPARTMENT OF JUSTICE	1104210 4390400	24/25 BLOOD ALCOHOL ANALYSIS D	791411	140.00

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W1	02005644	02/06/2025	DEPENDABLE BREAK ROOM SOLUTIONS INC	04340 4219000	KITCHEN/COFFEE SUPPLIES - CH	MI28526	453.85
W1	02005644	02/06/2025	DEPENDABLE BREAK ROOM SOLUTIONS INC	00000 2070200	7.75% SALES TAX - CY	MI28382	-49.43
W1	02005644	02/06/2025	DEPENDABLE BREAK ROOM SOLUTIONS INC	04330 4219000	KITCHEN/COFFEE SUPPLIES - CY	MI28382	637.78
W1	02005644	02/06/2025	DEPENDABLE BREAK ROOM SOLUTIONS INC	04330 4219000	7.75% SALES TAX - CY	MI28382	49.43
W1	02005645	02/06/2025	DESERT AIR CONDITIONING INC.	1104340 4331000	R/M HVAC SRVS - CITY HALL	257451	346.50
W1	02005645	02/06/2025	DESERT AIR CONDITIONING INC.	5104195 4369602	R/M HVAC SRVS - STATE BLDG	257576	148.50
W1	02005646	02/06/2025	DESERT ELECTRIC SUPPLY	1104330 4331000	R/M LIGHTING - CORPYARD	S3268813.001	92.75
W1	02005646	02/06/2025	DESERT ELECTRIC SUPPLY	1104310 4219000	SMALL TOOLS - STREETS	S3253721.001	79.75
W1	02005647	02/06/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M FLEET #253 CITY OWNED	117004	256.40
W1	02005647	02/06/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M FLEET #071 CITY OWNED	117724	85.11
W1	02005647	02/06/2025	DESERT NAPA AUTO PARTS	1104331 4334000	SHOP SUPPLIES	116666	50.62
W1	02005647	02/06/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M FLEET #270 CITY OWNED	118500	227.71
W1	02005647	02/06/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M FLEET #058 CITY OWNED	116344	26.93
W1	02005648	02/06/2025	DESERT RECYCLING INC	1104310 4332000	DC24 DUMP FEES	18844	41.00
W1	02005649	02/06/2025	DESERT TREE SPRAYING	1104610 4332001	JN25 2RODENT/GOPHER CTRL - CC	3774	310.00
W1	02005649	02/06/2025	DESERT TREE SPRAYING	1104611 4332001	JN25 GOPHER/RODENT CTRL -PARKS	3774	305.00
W1	02005649	02/06/2025	DESERT TREE SPRAYING	1104611 4391000	JN25 RODENT/GOPHER CTRL-GARDEN	3774	90.00
W1	02005649	02/06/2025	DESERT TREE SPRAYING	1104614 4392101	JN25 RODENT/GOPHER CTRL-ENTRAD	3774	140.00
W1	02005649	02/06/2025	DESERT TREE SPRAYING	2854374 4332100	JN25 RODENT/GOPHER CTRL - K/B	3774	90.00
W1	02005650	02/06/2025	DISABILITY ACCESS CONSULTANTS	1104300 4309000	DC24 ADA CONSULTANT SERVICES	24-343	2,925.00
W1	02005651	02/06/2025	EDTECHNOLOGYFUNDS INC	2524662 4309000	NV24 ERATE CAT2 CONSULTNG SVCS	2596	3,000.00
W1	02005652	02/06/2025	ENDURA STEEL INC	1104331 4334000	SHOP SUPPLIES	206730	78.85
W1	02005653	02/06/2025	ENGINEERING RESOURCES	4204370 5000454	DC24 ENGINEERING SVCS HAYSTACK	61015	5,848.08
W1	02005654	02/06/2025	ENGLAND THIMS AND MILLER INC	4504164 4309000	SP24 CARTEGRAPH ASSET MNGMT	216330	2,576.00
W1	02005654	02/06/2025	ENGLAND THIMS AND MILLER INC	4504164 4309000	NV24 CARTEGRAPH ASSET MNGMT	217199	2,573.75
W1	02005655	02/06/2025	FENSKE, CHARLES	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	02005656	02/06/2025	FIESTA FORD	1104331 4334000	R/M FLEET #046 CITY OWNED	673562	380.00

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W1	02005657	02/06/2025	FOSTER GARDNER INC.	1104610 4332001	FERTILIZER - CC PARK	286687	2,530.43
W1	02005658	02/06/2025	FULTON DISTRIBUTING	1104610 4219000	TRASHCAN LINERS - CC PARK	653136	130.14
W1	02005658	02/06/2025	FULTON DISTRIBUTING	1104611 4219000	TRASHCAN LINERS - PARKS	653137	1,974.92
W1	02005659	02/06/2025	GANNETT CALIFORNIA LOCALIQ	1104111 4321000	DC24 LEGAL ADVERTISING DSRT S	0006873124	3,889.38
W1	02005660	02/06/2025	GLS US	1104150 4366000	CDTFA Shipping to Sacramento	5433841	5.35
W1	02005661	02/06/2025	HAMMER PLUMBING AND PUMPING	1104611 4331000	CAHUILLA RESTROOM PUMP SRV	33749-1	395.00
W1	02005662	02/06/2025	HDL COREN & CONE	1104151 4302000	23/24 ACFR STATS	SIN045635	695.00
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	1104614 4337001	MEDIAN MASTER PLAN SVC DC24	25011504	4,168.75
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	1104614 4337001	24/25 LANDSCAPE MASTER PLAN	25011503	15,595.00
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	NV24 DW TURF REDUCTION	24121611	500.00
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	NV24 DW PLANT ENHANCEMENTS	24121612	230.00
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	NV24 MEDIAN MASTER PLAN	24121613	7,900.00
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	AMEND 1 - DW FIRECLIFF RENO	24112012	4,537.50
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	AMEND 2 - SURVEY DW FIRECLIFF	24112012	5,232.50
W1	02005663	02/06/2025	HERMANN DESIGN GROUP INC	4414195 4809200	AMEND NO. 3 - PLANT ENHANCEMEN	24112012	230.00
W1	02005664	02/06/2025	HODGES, ANGELIQUE	1104130 4312500	P.I.T. MEETING F&B REIMB. 1/21	A. HODGES1.21.25	44.00
W1	02005664	02/06/2025	HODGES, ANGELIQUE	1104130 4312500	P.I.T. MEETING F&B REIMB. 1/21	A.HODGES 1.21.25	28.18
W1	02005665	02/06/2025	HOLT ARCHITECTS INC	2304220 4400100	ARCHIT SRVS - FS 67 RESTROOM	24-12-012	1,981.50
W1	02005666	02/06/2025	JOE A. GONSALVES & SON	1104112 4309000	FB25 LEGAL RETAINER	162231	3,000.00
W1	02005667	02/06/2025	JTB SUPPLY COMPANY INC.	1104250 4332500	TRAFFIC EQUIPMENT SUPPLIES	114335	1,896.55
W1	02005667	02/06/2025	JTB SUPPLY COMPANY INC.	1104250 4332500	TRAFFIC EQUIPMENT SUPPLIES	114335	261.91
W1	02005668	02/06/2025	KEMPER SPORTS MANAGEMENT LLC	2424549 4309000	ANNUAL REPORT DEV - PDAC	42598	5,000.00
W1	02005669	02/06/2025	KIMBALL MIDWEST	1104330 4219000	SMALL SUPPLIES BIN ORGANIZER	102707416	996.64
W1	02005670	02/06/2025	LEAGUE OF CALIFORNIA CITIES	1104130 4363000	2025 Membership Dues LOCC	2865	100.00
W1	02005671	02/06/2025	LIVING DESERT	1104800 4388600	JHarnik 2025 TLD Zoobilee Gala	TLD ZOOBILEE JH	1,000.00
W1	02005672	02/06/2025	LOCK SHOP INC.	1104340 4219000	KEYS - CITY HALL	BB10561867	57.54
W1	02005672	02/06/2025	LOCK SHOP INC.	1104611 4219000	KEYS - WCS	BB10562199	24.42

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W1	02005672	02/06/2025	LOCK SHOP INC.	1104611 4331000	R/M LOCKS - FREEDOM	A136567	188.71
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	997849-011625	132.05
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	997853-011625	67.49
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	1104611 4391000	SUPPLIES - SN COMM GARDENS	998776-011625	32.71
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	2304220 4331000	R/M BLDG SUPPLIES - FS #67	980844-012125	75.31
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - STREETS	980816-011025	257.98
W1	02005673	02/06/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	THREE-WHEEL BARRELS	980683-012125	494.91
W1	02005674	02/06/2025	MAXWELL SECURITY SERVICES	1104340 4309000	JN25 AFTER-HOURS ALARM	2501181	400.00
W1	02005675	02/06/2025	MCI A VERIZON COMPANY	1104344 4365000	Portola CC Phone SVC NOV-DEC24	409131319	163.63
W1	02005676	02/06/2025	MEJIA, ANTHONY	1100000 1150100	CCAC AIR 4.29-5.2.25 Mejia	FLIGHT 4.29.25	288.97
W1	02005676	02/06/2025	MEJIA, ANTHONY	1100000 1150100	CCAC LDG 4.29-5.2.25 Mejia	ADV LDG 4.29.25	1,066.77
W1	02005676	02/06/2025	MEJIA, ANTHONY	1100000 1150100	CCAC MIE 4.29-5.2.25 Mejia	ADV MIE 4.29.25	322.00
W1	02005676	02/06/2025	MEJIA, ANTHONY	1100000 1150100	CCAC MILE 4.29-5.2.25 Mejia	ADV MILE 4.29.25	15.68
W1	02005676	02/06/2025	MEJIA, ANTHONY	1100000 1150100	CCAC PRK 4.29-5.2.25 Mejia	ADV PARK 4.29.25	60.00
W1	02005677	02/06/2025	MOTOPOST USA	1104210 4304200	SHERIFF CUSTOM UNIFORMS	2401	7,516.87
W1	02005678	02/06/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - ECHO BLOWER	317779	146.25
W1	02005678	02/06/2025	MOWERS PLUS INC	1104331 4334000	R/M PRESSURE WASHER	317778	208.45
W1	02005678	02/06/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - SPRAYER	318221	206.43
W1	02005678	02/06/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIPMENT	316509	380.81
W1	02005679	02/06/2025	NetFile Inc	1100000 1430100	Ethics Training Svc 7/25-1/26	9918	1,895.83
W1	02005679	02/06/2025	NetFile Inc	1104190 4362001	Ethics Training Svc 2/25-6/25	9918	1,354.17
W1	02005680	02/06/2025	OSBORN, LINDA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	02005681	02/06/2025	OZZIE'S INTERNATIONAL	1104331 4334000	SMOG TEST #046 CITY OWNED	37521	65.00
W1	02005681	02/06/2025	OZZIE'S INTERNATIONAL	1104331 4334000	SMOG TEST #047 CITY OWNED	37525	65.00
W1	02005681	02/06/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #056 CITY OWNED	37494	937.73
W1	02005682	02/06/2025	PALM DESERT ACE HARDWARE	1104340 4219000	R/M BLDG SUPPLIES - CITY HALL	249188	29.08
W1	02005682	02/06/2025	PALM DESERT ACE HARDWARE	1104340 4219000	R/M SMALL TOOLS - CITY HALL	249161	72.16

City of Palm Desert
Check Register
 2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02005682	02/06/2025	PALM DESERT ACE HARDWARE	1104611 4219000	SUPPLIES - FREEDOM PARK	249103	32.29
W1	02005682	02/06/2025	PALM DESERT ACE HARDWARE	2304220 4331000	R/M BLDG SUPPLIES - FS #67	249200	19.37
W1	02005683	02/06/2025	PALMS TO PINES TOWING	1104210 4304200	Sheriff Towing-T250020009	40142	240.00
W1	02005683	02/06/2025	PALMS TO PINES TOWING	1104210 4304200	Sheriff Towing-T250070082	39791	240.00
W1	02005684	02/06/2025	POWELL, ERICA	4364650 4321701	El Paseo Food Setup & Boards	HOMEGOODS 1.23	236.90
W1	02005685	02/06/2025	POWERSTRIDE BATTERY COMPANY	1104250 4219000	RADAR TRAILER BATTERIES	P 702615	953.29
W1	02005685	02/06/2025	POWERSTRIDE BATTERY COMPANY	1104250 4332500	RADAR TRAILER BATTERIES	P 702522	953.29
W1	02005686	02/06/2025	PPG ARCHITECTURAL FINISHES	1104310 4219000	GRAFFITI REMOVAL SUPPLIES	972220005384	229.24
W1	02005686	02/06/2025	PPG ARCHITECTURAL FINISHES	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	972220005453	133.07
W1	02005687	02/06/2025	PREMIER SECURITY	1104800 4388500	JN25-MR25 ALARM - ARTIST CTR	R23332	566.00
W1	02005688	02/06/2025	PROFORMA SOCIAL	1104420 4361000	B&S INSP NOTICES & DOOR HANGER	BH49004935A	482.52
W1	02005688	02/06/2025	PROFORMA SOCIAL	1104422 4361000	BUS LICENSE VEHICLE DECALS	BH49004991A	380.42
W1	02005689	02/06/2025	PROPER SOLUTIONS INC.	1104111 4300300	TEMP EMP J BELTRAN 1/24/25	16795	1,157.44
W1	02005689	02/06/2025	PROPER SOLUTIONS INC.	1104111 4300300	Temp Emp. J. Beltran 1/17/25	16773	1,446.80
W1	02005690	02/06/2025	QUINN COMPANY	1104330 4331000	PM1 GENERATOR SVCS - CY #374	WOG00021835	378.55
W1	02005690	02/06/2025	QUINN COMPANY	1104330 4331000	PM1 GENERATOR SVCS - CY #375	WOG00021836	378.55
W1	02005690	02/06/2025	QUINN COMPANY	2304220 4331000	PM1 GENERATOR SVCS - FS #71	WOG00021842	384.55
W1	02005690	02/06/2025	QUINN COMPANY	2304220 4331000	PM1 GENERATOR SVCS - FS #67	WOG00021843	378.55
W1	02005690	02/06/2025	QUINN COMPANY	1104331 4334000	R/M BACKHOE #269 CITY OWNED	WOA30002737	5,858.81
W1	02005691	02/06/2025	QUINTANILLA, KARINA	1104110 4312000	LOCC EQPC MTG PRK 1/23-24 KQ	PARK 1.24.25	48.00
W1	02005692	02/06/2025	R & R Towing	1104210 4304200	Sheriff Towing-T242380027	61573	185.00
W1	02005693	02/06/2025	RANCHO MIRAGE CHAMBER	1104430 4312500	SPEAKER SERIES REG V. MAGER	113932	165.00
W1	02005694	02/06/2025	RETAIL MARKETING SERVICES	1104422 4309000	Shopping Cart Retrieval-DEC 24	194648	400.00
W1	02005695	02/06/2025	RIVERSIDE COUNTY DEPUTY	1104800 4306201	RSA Golf Tournament 25 Sponsor	03.07.25	1,000.00
W1	02005696	02/06/2025	RIVERSIDE COUNTY SHERIFF-PSEC	1104210 4304200	24/25 COP RADIO OPERATIONS SVC	PE0000002334	126.99
W1	02005696	02/06/2025	RIVERSIDE COUNTY SHERIFF-PSEC	1104211 4306001	FY 24/25 Radio Operations Citz	PE0000002333	736.56
W1	02005697	02/06/2025	SAN GORGONIO PASS POSSE	2294210 4391400	Mounted Horse Patrol 12/21/24	12.21.24	1,500.00

City of Palm Desert

Check Register

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02005698	02/06/2025	SANT MADE	1104190 4362001	FB25 WEBSITE HOSTING DISCVR PD	3115	700.00
W1	02005699	02/06/2025	SIGNATURE TINT	1104610 4219000	SIGNAGE - CC DOG PARK	2338	53.88
W1	02005700	02/06/2025	SIMPLOT PARTNERS	1104250 4219000	R/M SOLAR EQUIP - WATER TANK	208159817	134.17
W1	02005701	02/06/2025	SO CAL GAS	1104344 4351200	45480 PORTOLA AVENUE - PCC	16752512422-JN25	148.40
W1	02005701	02/06/2025	SO CAL GAS	2304220 4351200	44400 TOWN CTR WY - FS#33	06242756002-JN25	248.51
W1	02005701	02/06/2025	SO CAL GAS	2304220 4351200	73995 COUNTRY CLUB DR - FS#71	13562662000-JN25	86.11
W1	02005701	02/06/2025	SO CAL GAS	2304220 4351200	73200 MESA VIEW DR. - FS#67	05412483009-JN25	122.48
W1	02005701	02/06/2025	SO CAL GAS	2424549 4351200	73751 MAGNESIA FALLS - POOL	13149517933-JN25	12,015.25
W1	02005701	02/06/2025	SO CAL GAS	5104195 4369800	72559 HWY 111-HENDERSON	08946430827-JN25	25.66
W1	02005702	02/06/2025	SOUTH WEST TOWING INC	1104210 4304200	Sheriff Towing-T243450047	202378	100.00
W1	02005702	02/06/2025	SOUTH WEST TOWING INC	1104210 4304200	Sheriff Towing-T243550057	78083	100.00
W1	02005703	02/06/2025	SOUTHERN CALIFORNIA EDISON	1104611 4351400	73510 FW PARKS	700530811124JN25	2,255.66
W1	02005703	02/06/2025	SOUTHERN CALIFORNIA EDISON	1104800 4388500	72567 HIGHWAY 111 ARTIST CTR	700773993861JN25	1,747.01
W1	02005703	02/06/2025	SOUTHERN CALIFORNIA EDISON	2304220 4351400	FIRESTATION 33, 67, 71	700028290904JN25	3,768.55
W1	02005703	02/06/2025	SOUTHERN CALIFORNIA EDISON	4254430 4351400	72880 HIGHWAY 111 SEARS BLDG	700780412029JN25	2,311.89
W1	02005703	02/06/2025	SOUTHERN CALIFORNIA EDISON	5104195 4369800	72559 HWY 111 UNIT A	700044643888JN25	703.10
W1	02005704	02/06/2025	SOUTHWEST AQUATICS	1104610 4332001	JN25 R/M LAGOON - CC PARK	01-22763	4,114.00
W1	02005704	02/06/2025	SOUTHWEST AQUATICS	1104614 4392101	JN25 WATER FEATURE ENTRADA	01-22763	1,030.00
W1	02005704	02/06/2025	SOUTHWEST AQUATICS	1104614 4392101	PUMP REPLACEMENT - ENTRADA	12-22735	4,029.31
W1	02005705	02/06/2025	STERLING ADMINISTRATION	1104154 4309000	NOV24 Admin Fees DCA & FSA	825125	171.50
W1	02005706	02/06/2025	SUNLINE TRANSIT AGENCY	1104310 4332000	DC24 BUS SHELTER MAINTENANCE	INV08475	7,853.40
W1	02005707	02/06/2025	SUPERIOR READY MIX CONCRETE	1104310 4332000	R/M CONCRETE - FW / COOK	471804	987.43
W1	02005707	02/06/2025	SUPERIOR READY MIX CONCRETE	1104310 4332000	R/M SIDEWALK - CIVIC CENTER	473764	714.02
W1	02005708	02/06/2025	SURVEYMONKEY INC	1100000 1430100	Survey Monkey Subscr 7/25-2/26	46452060	312.00
W1	02005708	02/06/2025	SURVEYMONKEY INC	1104154 4362000	Survey Monkey Subscr 3/25-6/25	46452060	156.00
W1	02005709	02/06/2025	SUSTAINOVATION LLC	1104154 4309000	LEADERSHIP TRAIN&DEVL P 1/22/25	20250122	8,100.00
W1	02005710	02/06/2025	TAG/AMS INC.	1104154 4305600	DOT Physical Recert 12/9/24	2088	170.00

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02005711	02/06/2025	TENORIO, IVAN	1104130 4312500	P.I.T. MEETING F&B REIMB. 1/21	I.TENORIO1.21.25	26.77
W1	02005712	02/06/2025	THE RAMSAY GROUP	2204800 4309000	JN25 CDBG ADMIN	7	3,800.00
W1	02005713	02/06/2025	THERMAL TRUCK AND RV	1104331 4334000	R/M FLEET #384 CITY OWNED	27573	380.33
W1	02005714	02/06/2025	TOPS N BARRICADES INC.	1104310 4219000	STREET PAINT SUPPLIES	1111409	131.59
W1	02005714	02/06/2025	TOPS N BARRICADES INC.	1104310 4219000	STREET STRIPING PAINT	1111428	1,277.81
W1	02005715	02/06/2025	TPX COMMUNICATIONS	1104190 4365000	JAN25 Internet/Phone Services	184008030-0	8,904.64
W1	02005716	02/06/2025	TRI STAR CONTRACTING II INC	1104310 4332000	Gerald Ford Sinkhole Repair	020924G-2	34,439.20
W1	02005716	02/06/2025	TRI STAR CONTRACTING II INC	1104310 4332000	Gerald Ford Sinkhole Repair	2286G	8,402.38
W1	02005716	02/06/2025	TRI STAR CONTRACTING II INC	2114311 4332000	TO0010942- GERALD FORD- MST000	2286G	6,815.00
W1	02005717	02/06/2025	UNIFIRST CORPORATION	1104310 4214000	INDUSTRIAL UNIFORM RENTAL	2200220281	154.91
W1	02005717	02/06/2025	UNIFIRST CORPORATION	1104310 4214000	INDUSTRIAL UNIFORM RENTAL	220222759	149.51
W1	02005718	02/06/2025	UNITED STORM WATER INC.	4204314 4332000	Storm Drain Inlet Filters	SW42200	3,964.06
W1	02005719	02/06/2025	WALTERS WHOLESALE ELECTRIC	1104250 4332500	SIX TRAFFIC SIGNAL SIGNS	S125553086.001	5,954.27
W1	02005720	02/06/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5723547	1,027.94
W1	02005721	02/06/2025	WAXIE	1104344 4219000	JANITORIAL SUPPLIES - PCC	82963181	83.79
W1	02005722	02/06/2025	WESTERN PUMP INC	1104331 4334000	R/M FUEL PUMP HOSE	W71980	704.97
W1	02005723	02/06/2025	WHITE CAP LP	1104310 4219000	SAFETY SUPPLIES	50029704228	399.06
W1	02005723	02/06/2025	WHITE CAP LP	1104310 4219000	STREET MAINT SUPPLIES	50029842450	1,239.55
W1	02005724	02/06/2025	WILLDAN ENGINEERING	1104420 4301000	Plan Review & Insp - DEC 24	002-33734	19,187.58
W1	02005725	02/06/2025	WRIGHT, BARBARA	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	320.02
W1	02005726	02/06/2025	XEROX FINANCIAL SERVICES	2524662 4342000	1/14-2/13 XEROX LEASE LIBR	6753597	424.07
W1	02005727	02/06/2025	XPRESS GRAPHICS	1104422 4361000	8 PET EVENT BANNERS	25-67668	187.38
W1	02005727	02/06/2025	XPRESS GRAPHICS	4364650 4361000	Student Art Essay Flyer	25-67903	85.80
W1	02005728	02/06/2025	YRIGOYEN, DAVID L.	5764192 4119000	RETIREE HEALTH STIPEND Feb- 25	2/1/2025	758.55
W1	02005729	02/06/2025	ZERO WASTE USA	1104610 4219000	DOG LITTER BAGS - CC PARK	745302	1,986.05

City of Palm Desert

Check Register

2/6/2025 - 2/6/2025

Bank ID Check Number Check Date Vendor Name Account Number Transaction Desc Invoice Amount Paid

Audited and Found Correct

Examined and Approved

Examined and Approved

Total For Bank ID - W1

Signed by:
Veronica Chavez
BE46F4F325A44A2

Director of Finance

Signed by:
Jan Harnik
DC37D0020CC44D4

Mayor or Mayor Pro-Tem

Signed by:
Todd Hileman
CE3F368233F0405

City Manager

2,544,643.86

City of Palm Desert
Check Register

2/6/2025 - 2/6/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W3	00002553	02/06/2025	IS PALM DESERT LP	7034121 4374000	JAN25 SEWER RENT PAYMENT	JAN2025	11,639.40
W3	00002553	02/06/2025	IS PALM DESERT LP	7034121 4374000	FEB25 SEWER RENT PAYMENT	FEB2025	11,639.40

Audited and Found Correct

Signed by:
Veronica Chavez
BE48F4F325A4A2...

 Director of Finance

Examined and Approved

Signed by:
Jan Harris
DC37D0020CC44D4...

 Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Todd Hileman
CE3F366233F0405...

 City Manager

Total For Bank ID - W3
23,278.80

City of Palm Desert

Check Register

2/7/2025 - 2/7/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02005730	02/07/2025	CITY OF PALM DESERT	2134385	4400100	Plan Check Fees Vitalia	INV-4535	4,862.00
W1	02005731	02/07/2025	CITY OF PALM DESERT	2134385	5000911	Plan check fees Cook Street	INV-4536	4,862.00

Audited and Found Correct

Signed by:

BE46F4F325A44A2

Director of Finance

Examined and Approved

Signed by:

BEAF831C7380448

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

CE3F386238F0405

City Manager

Total For Bank ID - W1

9,724.00

City of Palm Desert
Check Register
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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003677	02/13/2025	AETNA RESOURCES FOR LIVING	1104154 4309000	MR25 EMPLOYEE ASSISTANCE PRGM	E0337906	173.75
W1	00003678	02/13/2025	AMAZON CAPITAL SERVICES INC.	1104111 4211000	Digital Voice Recorder/Case	1MR7-DRV3-L9G7	59.86
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104120 4301500	DC24 RETAINER FOR LEGAL	1016725	26,743.00
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 CODE LGL	1016723	4,818.35
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 PUBLIC BIDDING LGL	1016723	6,815.20
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 MOBILEHOME PARKS LGL	1016723	74.00
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 PUBLIC RECORDS (PRA) LGL	1016723	5,036.30
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 CSU/PD LGL	1016723	21.80
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 HOUSING LAW LGL	1016723	3,437.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 SALES TAX24 LGL	1016723	106.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 VILLASPD WRIT LGL	1016723	12,827.60
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 MILENA POPYAN LGL	1016723	95.72
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 SPECIALTY LGL	1016723	24,132.33
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301500	DC24 BRAVO LGL	1017385	710.00
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104121 4301600	DC24 PERSONNEL LGL	1016726	888.00
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	1104159 4309000	DC24 WESTFIELD LGL	1016723	1,450.40
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	2204800 4309000	DC24 CDBG LGL	1016723	603.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	2424549 4309000	DC24 FAMILY YMCA LGL	1016723	2,165.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	5104195 4369601	DC24 PV LGL	1016723	1,591.00
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	6100000 2282100	DC24 SHADOW RIDGE LGL	1016723	3,004.40
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	6100000 2283600	DC24 HL DSRT SURF LGL	1016723	461.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	6100000 2283600	DC24 DSRT SURF LGL	1016723	795.50
W1	00003679	02/13/2025	BEST BEST & KRIEGER LLP	8714195 4301500	DC24 HA LGL	1017385	2,477.40
W1	00003680	02/13/2025	C V A G	6100000 2282500	JAN25 TUMF	PDTUMF012025	17,040.00
W1	00003681	02/13/2025	CIRCUIT TRANSIT INC	1104416 4368100	JN25 COURTESY CARTS EL PASEO	3607	25,384.96
W1	00003682	02/13/2025	COACHELLA VALLEY CONSERVATION	6100000 2280800	JAN25 MSHCP	PDMSHCP012025	10,110.00
W1	00003682	02/13/2025	COACHELLA VALLEY CONSERVATION	6100000 2280800	LESS1% ADMIN FEE	PDMSHCP012025	-101.10

City of Palm Desert

Check Register

2/13/2025 - 2/13/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Printing: Courtesy Cart Cards	10301	141.11
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Outdoor Billboard: Lamar	10301	2,200.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Print Magazine Delivery	10301	250.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Print Advertising - Homes PSL	10301	1,600.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	E-Marketing PSL	10301	2,200.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Website Maintenace: PSL	10301	250.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Print Advertising - DC24 PSL	10301	4,395.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Retainer: Monthly Acct DC24	10302	3,350.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Print Ads - DC24	10302	1,100.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Retainer: Social Media DC24	10302	3,200.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Content Capture: Graphics DC24	10302	1,500.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Content Capture-Merchant DC24	10302	1,500.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	PR Coordination - DC24	10302	500.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Merchant Relations - DC24	10302	1,300.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Street Activations - Holiday	10302	1,325.00
W1	00003683	02/13/2025	FG CREATIVE INC	2714491 4321500	Facebook - DC24	10302	459.94
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	4524136 4400100	DEC24 CIVIC CNTR ACCESS STUDY	183363AA	20,389.68
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	1104130 4301150	OC24 Engr Support Special Proj	183120	16,861.54
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	1104130 4301150	NV24 Engr Support Special Proj	183785	18,539.00
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	1104130 4301150	DC24 Engr Support Special Proj	183894	10,399.75
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	1104130 4301150	OC24 Engr Support Special Proj	183120	14,335.96
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	2134370 4400100	Stormwater & Drainage Svc DC24	183366	20,420.00
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	2134370 4400100	Stormwater & Drainage Svc NV24	182448	21,918.00
W1	00003684	02/13/2025	HR GREEN PACIFIC INC	1104430 4309000	DC24 BROADBAND STUDY SVCS	183625	3,720.00
W1	00003685	02/13/2025	IDEA PEDDLER LLC	1100000 2070200	Sales Tax 7.75% - Hoot Board	2763	-310.00
W1	00003685	02/13/2025	IDEA PEDDLER LLC	1104419 4219000	Information Kiosk HootBoard	2763	4,000.00
W1	00003685	02/13/2025	IDEA PEDDLER LLC	1104419 4219000	Sales Tax 7.75% - Hoot Board	2763	310.00

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W1	00003685	02/13/2025	IDEA PEDDLER LLC	1104417 4309000	FY25 Pocket Guide Shoot Recap	2767	25,000.00
W1	00003686	02/13/2025	IMPRESSION DESIGN	1104310 4214000	HATS - STREETS	16467	140.00
W1	00003686	02/13/2025	IMPRESSION DESIGN	1104310 4214000	SAFETY SWEATERS	16414	390.00
W1	00003687	02/13/2025	JW MARRIOTT DESERT SPRINGS RESORT &	1104417 4322201	Conquer "Be The One" CO-OP	M-53PPTO5	3,780.00
W1	00003687	02/13/2025	JW MARRIOTT DESERT SPRINGS RESORT &	1104417 4322201	BWW CA Winter Hotel Co-Op	M-UCQ6BZ7	1,435.00
W1	00003688	02/13/2025	MICHAEL BAKER INTERNATIONAL INC	2134633 5000103	NOV24 WALK & ROLL PROF SVCS	1232746R	7,817.50
W1	00003688	02/13/2025	MICHAEL BAKER INTERNATIONAL INC	2134633 5000103	DEC24 WALK & ROLL PROF SVCS	1237907	19,647.50
W1	00003689	02/13/2025	NOSSAMAN LLP	1104121 4301500	DC24 CFD LGL ADVICE	572198	357.00
W1	00003690	02/13/2025	PALM DESERT CHAMBER OF COMMERCE	1104110 4312500	PD Chamber Mixer JH/ET/JP 1/31	76012	30.00
W1	00003691	02/13/2025	PALM DESERT PACIFIC OWNER LLC	4254430 4331000	MALL COMMON AREA MAINT FEB25	CAM022025	7,230.18
W1	00003692	02/13/2025	SAME DAY EXPRESS	4364650 4337200	JAN25 PUBLIC ART MAINTENANCE	010125	4,600.00
W1	00003693	02/13/2025	SANT MADE	1104417 4302600	BRIGHTSIDE DESIGN MR25-AP25	3126	2,000.00
W1	00003694	02/13/2025	SERVPRO	5104195 4337020	TO0010670- STATE BUILDING WRCB	5276257	220,000.00
W1	00003695	02/13/2025	STAPLES BUSINESS ADVANTAGE	1104150 4211000	Office Supplies - Paper	6024083311	320.48
W1	00003695	02/13/2025	STAPLES BUSINESS ADVANTAGE	1104150 4211000	Office Supplies - Pens	6024083312	50.51
W1	00003696	02/13/2025	UNITY COURIER SERVICE	2524662 4309000	JN25 UNITY COURIER LINK+	16767	403.70
W1	00003696	02/13/2025	UNITY COURIER SERVICE	2524662 4309000	FB25 UNITY COURIER LINK+	17316	372.81
W1	00003697	02/13/2025	URBAN ACCOUNTING & CONSULTING	1104150 4309000	PDAC Forecasting and Analysis	0002	745.50
W1	00003697	02/13/2025	URBAN ACCOUNTING & CONSULTING	1104150 4309000	Staff Development Consulting	0002	100.00
W1	00003698	02/13/2025	VISA U.S.A. INC	1100000 1430100	VISA TRAVEL REPORT JL25-DC25	241200-02705	3,289.00
W1	00003698	02/13/2025	VISA U.S.A. INC	1104430 4309102	VISA TRAVEL REPORT DC24-JN25	241200-02705	3,289.00
W1	02005732	02/13/2025	ALLEY, NORMA I.	6100000 2283510	STALE CK 1528547 S.ALLEY	HH PER DIEM	259.00
W1	02005733	02/13/2025	ANSER ADVISORY MANAGEMENT LLC	2354270 4400100	NV24 FS#102 ENGINEERING SVCS	29091	1,485.00
W1	02005734	02/13/2025	ARYAN, STEVE	6100000 2283510	STALE CK 1529615 S.ARYAN	071521-1 REISSUE	16.20
W1	02005735	02/13/2025	BEST SIGNS INC.	4364650 4309200	PUBLIC ART SIGNAGE CIVIC CNTR	98968	4,880.87
W1	02005736	02/13/2025	BUCIO ,ELIZABETH	1104154 4305600	NH LiveScan Reimb E. Bucio 1/7	EBUCIO NHLS	78.00
W1	02005737	02/13/2025	BURRTEC	2364195 4309000	DC24 Waste Collection HHW	123124	10,682.09

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W1	02005738	02/13/2025	BURRTEC	2524662 4351800	LIBRARY TRASH PICKUP SRV	555878-02/25	312.48
W1	02005738	02/13/2025	BURRTEC	2774373 4351800	TRASH PICKUP SRV PP East	433101-02/25	8,989.36
W1	02005738	02/13/2025	BURRTEC	2774373 4351800	TRASH PICKUP SRV PP WEST	433104-02/25	7,392.93
W1	02005738	02/13/2025	BURRTEC	5104195 4369601	73710 FW TRASH PICKUP SRV	208162-02/25	519.27
W1	02005738	02/13/2025	BURRTEC	5104195 4369602	73720 FW TRASH PICKUP SRV	208189-02/25	372.91
W1	02005739	02/13/2025	COUNCIL OF DEVELOPMENT FINANCE	1104150 4312000	BOND COURSE TMORALES 3/10-11	34452	950.00
W1	02005740	02/13/2025	DESERT ARC	1104111 4309000	SHREDDING SVS JAN25	15125	87.50
W1	02005741	02/13/2025	DESERT OASIS HEALTHCARE	1104154 4305600	Immunization Vaccines 9.4.24	97376 9.4.24 - 2	40.00
W1	02005742	02/13/2025	ENGINEERING RESOURCES	2354270 4400100	DEC24 FS102 ENGINEERING SVC	61055	1,724.20
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #093 CITY OWNED	671942	1,332.05
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #081 LEASE	581677	177.78
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #068 CITY OWNED	672439	1,136.18
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #556 CITY OWNED	671464	882.73
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #094 LEASE	672495	467.15
W1	02005743	02/13/2025	FIESTA FORD	1104331 4334000	R/M FLEET #048 CITY OWNED	673462	79.88
W1	02005744	02/13/2025	FULL TRAFFIC MAINTENANCE INC	1104310 4219000	PEDESTRIAN STREET SIGNS	43377	1,400.53
W1	02005744	02/13/2025	FULL TRAFFIC MAINTENANCE INC	1104310 4219000	R/M POTHOLE AQUAPHALT	43378	1,920.11
W1	02005745	02/13/2025	HYDRATE HQ	1104330 4309000	DC24 WATER DISPENSERS - CY	CASD4388	223.04
W1	02005745	02/13/2025	HYDRATE HQ	1104330 4309000	JN25 WATER DISPENSERS - CY	CASD4535	223.04
W1	02005745	02/13/2025	HYDRATE HQ	1104330 4309000	FB25 WATER DISPENSERS - CY	CASD4721	223.04
W1	02005745	02/13/2025	HYDRATE HQ	1104340 4309000	DC24 WATER DISPENSERS - CH	CASD4387	648.58
W1	02005745	02/13/2025	HYDRATE HQ	1104340 4309000	JN25 WATER DISPENSERS - CH	CASD4534	648.58
W1	02005745	02/13/2025	HYDRATE HQ	1104340 4309000	FB25 WATER DISPENSERS - CH	CASD4720	648.58
W1	02005745	02/13/2025	HYDRATE HQ	1104344 4309000	DC24 WATER DISPENSER - PCC	CASD4391	74.35
W1	02005745	02/13/2025	HYDRATE HQ	1104344 4309000	JN25 WATER DISPENSER - PCC	CASD4538	74.35
W1	02005745	02/13/2025	HYDRATE HQ	1104344 4309000	FB25 WATER DISPENSER - PCC	CASD4724	74.35
W1	02005745	02/13/2025	HYDRATE HQ	2304220 4331000	DC24 WTR DISP - FIRE STATIONS	CASD4389	223.04

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W1	02005745	02/13/2025	HYDRATE HQ	2304220 4331000	JN25 WTR DISP - FIRE STATIONS	CASD4536	223.04
W1	02005745	02/13/2025	HYDRATE HQ	2304220 4331000	FB25 WTR DISP - FIRE STATIONS	CASD4722	223.04
W1	02005745	02/13/2025	HYDRATE HQ	2524662 4309000	DC24 WATER DISPENSER - LIBRARY	CASD4390	74.35
W1	02005745	02/13/2025	HYDRATE HQ	2524662 4309000	JN25 WATER DISPENSER - LIBRARY	CASD4537	74.35
W1	02005745	02/13/2025	HYDRATE HQ	2524662 4309000	FB25 WATER DISPENSER - LIBRARY	CASD4723	74.35
W1	02005745	02/13/2025	HYDRATE HQ	5104195 4369500	DC24 WATER DISP - SHERIFF CTR	CASD4392	74.35
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	S/W COR CC WSH	50155642-JN25	144.38
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	S/W COR CC WSH	50155645-JN25	24.65
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	40996 WASH ST TRF SIGNAL	50524526-JN25	128.42
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/SHOPPER	50087402-JN25	55.43
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/MIRIAM	50087411-JN25	54.58
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	72800 DINAH SHORE DRIVE	50087423-JN25	78.14
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/MONTERREY	50087432-JN25	95.98
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/MONTEREY	50087443-JN25	62.02
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/MIRIAM	50087452-JN25	83.03
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	37998 GERALD FORD DR	50514026-JN25	55.86
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	37996 GERALD FORD DR SIGNAL LT	50514028-JN25	72.41
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	75396 FRANK SINATRA DR	50540835-JN25	56.92
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	75394 FRANK SINATRA DR ST LIGH	50540839-JN25	39.09
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	75398 FRANK SINATRA DR	50540840-JN25	60.10
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	33108 MONT SAFETY LT	50887764-JN25	163.20
W1	02005746	02/13/2025	IMPERIAL IRRIGATION DISTRICT	1104614 4351400	34249 MONTEREY AVE	50488446-JN25	23.39
W1	02005747	02/13/2025	LIVING DESERT	1104800 4389800	OA Funding FY 24-25 Yr 1 of 5	MOU24 PYMT 1OF5	250,000.00
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	STREET SUPPLIES	976129-010825	193.25
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - HAMMERS	979372-010925	94.11
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4332000	R/M STREET WOOD POSTS	973905-010725	89.89
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4332000	R/M STREET WOOD POSTS	979378-010925	267.53

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W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104330 4219000	OFFICE COAT HOOKS	973897-010725	86.92
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - STREETS	994247-011525	150.69
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - STREETS	997044-011625	98.14
W1	02005748	02/13/2025	LOWE'S HOME CENTERS INC.	1104310 4404500	ELECTRICAL PRESSURE WASHERS	990067-012425	264.05
W1	02005749	02/13/2025	MAGER, VANESSA	1104417 4312500	PDHS Civic Academy - F&B 2/5	VM REIM #3503	209.85
W1	02005749	02/13/2025	MAGER, VANESSA	1104417 4312500	PDHS Civic Academy - F&B 2/5	VANESSA REIM3502	979.30
W1	02005749	02/13/2025	MAGER, VANESSA	1104417 4211000	STAPLES-SUPPLIES 1/29/25	VANESSA REIM STA	38.05
W1	02005750	02/13/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - BLOWER	314115	146.14
W1	02005751	02/13/2025	MRON'S TOWING	1104313 4332000	VEHICLE TOWING 9/27/24	24-06131	80.00
W1	02005752	02/13/2025	NAI CONSULTING INC	2134311 4332000	ELDORADO DR REHAB SVC DEC24	2024-04.05	680.00
W1	02005753	02/13/2025	OMEGA INDUSTRIAL SUPPLIES INC	1104310 4332000	R/M CONCRETE SUPPLIES	161474	699.59
W1	02005754	02/13/2025	ON THE FLY TERMITE & PEST CONTROL	2304220 4331000	EXTRA PEST CONTROL SV - FS #33	383776	2,550.00
W1	02005754	02/13/2025	ON THE FLY TERMITE & PEST CONTROL	2524662 4309000	EXTRA PEST CONTROL - LIBRARY	384343	2,550.00
W1	02005755	02/13/2025	PALMER ELECTRIC	1104610 4332100	R/M ELECT - CIVIC CENTER PARK	6268	4,039.98
W1	02005755	02/13/2025	PALMER ELECTRIC	1104610 4332100	R/M ELECT - CIVIC CENTER PARK	6274	550.77
W1	02005755	02/13/2025	PALMER ELECTRIC	1104610 4332100	R/M ELECT - CIVIC CENTER PARK	6290	377.73
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO REIM REG RPENTA 4/1	ADV CONF REG 4/1	625.00
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO ADV PDM RPENTA 4/1	ADV PDM 4/1	322.00
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO ADV LDG RPENTA 4/1	ADV LDG 4/1	864.75
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO REIM AIR RPENTA 4/1	REIM AIR 4/1	216.60
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO REIM CAR RPENTA 4/1	REIM CAR 4/1	194.79
W1	02005756	02/13/2025	PENTA, RYLAND	1100000 1150100	CAPIO ADV MIL RPENTA 4/1	ADV MIL 4/1	15.40
W1	02005756	02/13/2025	PENTA, RYLAND	1104417 4312500	PDHS Civic Academy - F&B 2/5	RPENT REIM 2/5	113.16
W1	02005757	02/13/2025	PORTOLA PALMS HOMEOWNERS	8734195 4337000	FEB25 HOA FEES PPMHP73	FEB25 1922815	300.00
W1	02005758	02/13/2025	PORTOLA PALMS HOMEOWNERS	8734195 4337000	FEB25 HOA FEES PPMHP129	FEB25 1922585	300.00
W1	02005759	02/13/2025	PRADETTO , JOSEPH	1104110 4311500	LOCC M/CM MIL 1/29-31 Pradetto	MILE 1.29.25	152.60
W1	02005759	02/13/2025	PRADETTO , JOSEPH	1104110 4312000	LOCC M/CM MEI 1/29-31 Pradetto	MEI 1.29.25	215.00

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W1	02005759	02/13/2025	PRADETTO , JOSEPH	1104110 4312000	LOCC M/CM LDG 1/29-31 Pradetto	LDG 1.29.25	396.14
W1	02005759	02/13/2025	PRADETTO , JOSEPH	1104110 4312000	LOCC M/CM PRK 1/29-31 Pradetto	PARK 1.29.25	40.00
W1	02005760	02/13/2025	PROFORMA SOCIAL	1104154 4219000	Business Cards Asen/Lope/Prad	BH49004944A	91.58
W1	02005760	02/13/2025	PROFORMA SOCIAL	1104154 4219000	Business Cards Garcia/Jimenez	BH49005015A	64.62
W1	02005761	02/13/2025	PROPER SOLUTIONS INC.	1104111 4300300	TEMP EMP J BELTRAN 1/31/25	16820	1,446.80
W1	02005762	02/13/2025	RETAIL COACH LLC	1104430 4309000	Retail Mkt Analysis Svc 1/25	5575	3,333.33
W1	02005762	02/13/2025	RETAIL COACH LLC	1104430 4309000	Retail Mkt Analysis Svc 2/25	5576	3,333.33
W1	02005763	02/13/2025	RISING REALTY PARTNERS LP	5104195 4309200	MGMT FEE 10/1-12/31+ SAL REIMB	PALM122024	19,885.50
W1	02005764	02/13/2025	SIMPLOT PARTNERS	1104310 4219000	RAIN / CONCRETE BOOTS - STREET	208162432	86.85
W1	02005764	02/13/2025	SIMPLOT PARTNERS	1104310 4219000	WATER NOZZLES - CONCRETE CREW	208162409	30.04
W1	02005765	02/13/2025	SLADDEN ENGINEERING	2114134 4400200	GF Sinkhole Soil & Testing Svs	55714	3,700.00
W1	02005766	02/13/2025	SO CAL GAS	1104340 4351200	73510 FW CITY HALL	20092710001-JN25	1,097.80
W1	02005767	02/13/2025	SOOVERE, AITA	1100000 3511100	PD84536 - REFUND	PD84536 - REFUND	50.00
W1	02005768	02/13/2025	SOUTHERN CALIFORNIA EDISON	4254430 4395000	FB25 iHUB SCE	700423102627FB25	1,064.85
W1	02005769	02/13/2025	SWARCO MCCAIN INC.	1104250 4332500	STREET NAME SIGNS	INV0284149	1,166.94
W1	02005770	02/13/2025	TKE ENGINEERING INC	4004159 4219100	MTN VIEW RETN BASIN SP24-NV24	2024-1623	5,874.00
W1	02005771	02/13/2025	TWO COACHELLA FELLAS	4364650 4321701	El Paseo Dedication F&B	116	1,500.00
W1	02005772	02/13/2025	VASQUEZ, AILEEN	1104154 4211000	TrainingSession OfficeSupplies	AVASQUEZ 1.21.25	32.39
W1	02005772	02/13/2025	VASQUEZ, AILEEN	1104154 4312101	N.Kittle Training Session F&B	AVASQUEZ 1.21.25	34.53
W1	02005773	02/13/2025	VISIT GREATER PALM SPRINGS	6100000 2286500	GPSTBID Remittance Oct-Dec24	2ND QTR - C41730	28,061.62
W1	02005773	02/13/2025	VISIT GREATER PALM SPRINGS	6100000 2286500	Less 5% Admin Fee	2ND QTR - C41730	-1,403.08
W1	02005774	02/13/2025	XPRESS GRAPHICS	1104417 4361000	Coffee with the Mayor Postcard	25-68028	101.69
W1	02005774	02/13/2025	XPRESS GRAPHICS	4364650 4361000	Rack Card El Paseo Sculp Ex	24-67205	150.32
W1	02005774	02/13/2025	XPRESS GRAPHICS	4364650 4361000	Rack Card El Paseo Sculp Ex	25-68133	227.83

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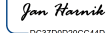
Examined and Approved

Examined and Approved

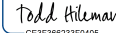
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Signed by:

BE46F4F325A44A2

 Director of Finance

Signed by:

DC37D0020CC44D4

 Mayor or Mayor Pro-Tem

Signed by:

CE3F366233F0405

 City Manager

995,796.75

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RATIFICATION OF A LETTER OF SUPPORT FOR THE BUILDING RESILIENCE INFRASTRUCTURE AND COMMUNITIES (BRIC) CITY OF PALM SPRINGS WESTERN COACHELLA VALLEY FLOOD AND BLOWSAND MITIGATION PROJECT

RECOMMENDATION:

Ratify the letter of support for the BRIC City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project.

BACKGROUND/ANALYSIS:

The Coachella Valley Association of Governments (CVAG) requested a letter of support for an application to the Building Resilient Infrastructure and Communities (BRIC) grant program to address infrastructure resiliency needs on Indian Canyon Drive. At the direction of the City Council Subcommittee on Legislative Affairs, the letter was issued on February 20, 2025. The City Council is now asked to ratify the letter's issuance.

The Indian Canyon Drive project is a crucial initiative to mitigate the effects of flooding and windblown sand, which frequently cause road closures and disrupt regional connectivity. The proposed improvements include:

- The construction of all-weather bridge systems to ensure year-round accessibility.
- Sand fencing and drainage enhancements to prevent recurring road closures caused by extreme weather events.
- Improved infrastructure that will support emergency response, economic stability, and environmental resilience in the region.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

ATTACHMENT:

1. Letter of Support



CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760-346-0611
INFO@PALMDESERT.GOV

February 20, 2025

Cameron Hamilton
FEMA Administrator
500 C Street SW
Washington, DC 20472

RE: BRIC 2024 City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project - Support

Dear Mr. Hamilton:

The City of Palm Desert supports the application of the City of Palm Springs' BRIC 2024 City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project. The project will advance safety and strengthen key community connections by mitigating the risk associated with flooding and blowsand on Indian Canyon Drive. By hardening Indian Canyon Drive and mitigating the flooding and blowsand impacts, this project will improve the safety of the region's transportation network.

Since 2023, Indian Canyon Drive has closed for a total of 165 days due to flooding and blowsand. Indian Canyon Drive is an arterial road in the City of Palm Springs that crosses the Whitewater River and a sand dune conservation area. This road provides a critical connection to access essential goods, services, and jobs and the region's only Level I Trauma Center and Desert Regional Medical Center. Storms bring sudden and severe conditions, making travel along Indian Canyon extremely risky. It hinders the ability of first responders to address emergency situations and get people needing emergency medical care to Desert Regional Medical Center. It also negatively impacts the regional economy, hindering the ability of people to access their jobs and hampering the movement of goods and services.

Even after the flood waters subside, the impacts of weather events last for days and weeks as debris and sand remain on the roadway and inspections and road repairs are made. The project incorporates resilience measures to avoid adverse social, economic, and environmental impacts of road closures due to flooding and blowsand. The project's bridges will help to keep the road open to improve public safety, facilitate the movement of people and goods, and improve the quality of life for residents and visitors to the region.

For these reasons, we strongly support the City of Palm Springs' BRIC 2024 City of Palm Springs Western Coachella Valley Flood and Blowsand Mitigation Project and look forward to your favorable consideration.

Sincerely,

Jan C. Harnik, Mayor
City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Michelle Nance, Acting Assistant City Clerk

SUBJECT: ADOPTION OF ORDINANCE 1426 TO ACT IN CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT.

RECOMMENDATION:

Adopt Ordinance No. 1426 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT."

BACKGROUND/ANALYSIS:

On February 13, 2025, the City Council unanimously introduced Ordinance No. 1426 for first reading. This report provides for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

FINANCIAL IMPACT:

There is no direct financial impact with this action.

ATTACHMENTS:

Ordinance No. 1426

ORDINANCE NO. 1426

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES) AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT

WHEREAS, on January 9, 2025, the City Council of the City of Palm Desert adopted Resolution 2025-001 (the “Resolution of Intention”), and has conducted proceedings (the “Proceedings”) to establish the City of Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, as amended, commencing with Section 53311, of the California Government Code (the “Act”) to levy a special tax (the “Special Tax”) to finance certain municipal services (the “Services) as provided in the Resolution of Intention and the Act;

WHEREAS, on February 13, 2025, pursuant to notice as specified in the Act, and as part of the Proceedings, the City Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and the rate and method of apportionment of the Special Tax to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by the City Council and a full and fair hearing was held;

WHEREAS, on February 13, 2025, upon the conclusion of the public hearing, the City Council adopted “A Resolution of the City Council of the City of Palm Desert Determining the Validity of the Prior Proceedings, Forming the City of Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services), Authorizing the Levy of a Special Tax Therein, Establishing an Appropriations Limit, and Taking Other Certain Actions Relating to Said District” (the “Resolution of Formation”), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on February 13, 2025, a special election was held among the landowners within the CFD at which such landowners approved the levy of the Special Tax by the two-thirds vote required by the Act, which approval has been confirmed by resolution of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM DESERT, IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF PALM DESERT COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SHADOW RIDGE PUBLIC SERVICES), DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

SECTION 2. By the passage of this Ordinance, the City Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax (“Rate and Method of Apportionment”) on file with the City Clerk and as approved in the Resolution of Formation, and attached as Exhibit A to this Ordinance. By this reference, both the Resolution of Intention and the Resolution of Formation are incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2025-26 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings and all costs of administering the CFD.

SECTION 3. The City Council is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each year, the specific special tax to be levied for the next ensuing fiscal year on each parcel of land within the CFD, in the manner as provided in the Rate and Method of Apportionment. The City Council further directs the City of Palm Desert’s Director of Finance, or designee, or an employee or consultant of the City of Palm Desert, to determine each fiscal year the specific amount of Special Tax to be levied.

SECTION 4. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation, the Rate and Method of Apportionment and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

SECTION 5. All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

SECTION 6. The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the City Council may provide for other appropriate methods of collection by resolution(s) of the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent Special Tax payments. The Director of Finance of the City, or designee, is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Riverside in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Riverside for fiscal year 2025-26 and for each fiscal year thereafter until no longer

required to pay for the Services or until otherwise terminated by the City. The City may also directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of the CFD.

SECTION 7. If for any reason any portion of this ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

SECTION 8. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published no later than 15 days after its passage at least once in a newspaper of general circulation in the City.

SECTION 9. The City Clerk, or designee, is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur not later than 15 days following final passage by the City Council of this Ordinance, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

SECTION 10. This Ordinance shall take effect thirty (30) days from the date of final passage.

ADOPTED ON _____, 2025.

JAN C. HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1426 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on February 13, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF

APPORTIONMENT OF SPECIAL TAX

For the City of Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services), County of Riverside, State of California

The Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within the City of Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services), ("CFD 2025-1"), other than Assessor's Parcels classified as Exempt Property as defined herein and collected each Fiscal Year commencing in Fiscal Year 2025-26, in an amount determined by the CFD Administrator through the application of the procedures described below. All the real property within CFD 2025-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD 2025-1: (i) the costs of determining the amount of the levy of the Special Tax, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures; (ii) the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD 2025-1; (iii) fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD 2025-1; and (iv) any and all other costs incurred in connection with the administration of CFD 2025-1.

"Annual Escalation Factor" means two percent (2%).

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means the first year that any Assessor's Parcel of Taxable Property is classified as Developed Property.

"Building Permit" means a permit issued for new construction of a Residential Unit. For purposes of this definition, "Building Permit" shall not include permits for construction or

installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

“Certificate of Occupancy” means a document issued by the City certifying that a newly constructed Residential Unit complies with all applicable codes and ordinances and that it is suitable and safe for occupancy.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Tax for CFD 2025-1.

“CFD 2025-1” means City of Palm Desert Community Facilities District No. 2025-1 (Shadow Ridge Public Services) established by the City Council under the Act.

“City” means the City of Palm Desert.

“City Council” means the Council of the City of Palm Desert, acting as the legislative body of CFD 2025-1.

“County” means the County of Riverside.

“Developed Property” means an Assessor’s Parcel of Taxable Residential Property for which a Certificate of Occupancy was issued on or before June 1 preceding the Fiscal Year for which the Special Tax is being levied.

“Exempt Property” means all Assessor’s Parcels within CFD 2025-1 that are exempt from the Special Tax pursuant to the Act or Section F herein.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD 2025-1 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub-association, as of June 1.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to Section 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Public Services” means those authorized services that may be funded by CFD 2025-1 pursuant to the Act, as amended including but not limited to police protection services, fire protection services, paramedic services, park maintenance, street maintenance and flood control.

“Residential Property” means Assessor’s Parcels of Developed Property within CFD 2025-1 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Special Tax” means the special tax authorized to be levied within CFD 2025-1 pursuant to the Act, to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Public Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Public Services, (iv) pay incidental expenses related to the Public Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for such Fiscal Year where such shortfall resulted from delinquencies in the payment of the Special Tax in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for such Fiscal Year.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to the Act or Section F.

“Undeveloped Property” means an Assessor’s Parcel of Taxable Property which is not classified as Developed Property.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2025-26, using the definitions above, each Assessor’s Parcel within CFD 2025-1 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property and subject to the levy of the Special Tax pursuant to Section C below.

C. SPECIAL TAX RATES

1. Developed Property

Each Fiscal Year commencing in Fiscal Year 2025-26, each Assessor’s Parcel of Developed Property shall be subject to the Special Tax.

The initial Maximum Special Tax for each Assessor's Parcel of Developed Property in its Base Year shall be \$2,200.

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax rates shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Undeveloped Property

Each Assessor's Parcel classified as Undeveloped Property shall be exempt from the levy of the Special Tax.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2025-26 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on all Taxable Property of CFD 2025-1 until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD 2025-1 up to 100% of the Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of the Special Tax by the owner of any other Assessor's Parcel.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax for an Assessor's Parcel of Undeveloped Property that has been issued a Building Permit or for an Assessor's Parcel of Developed Property may be prepaid. The prepayment amount shall be the lesser of (i) \$66,000 or (ii) the Maximum Special Tax that will be in effect the following Fiscal Year times the number of Fiscal Years remaining in the 30-year period defined in Section I below.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, and (iv) property reasonably designated by the City or CFD

Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amounts or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Tax may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD 2025-1.

I. DURATION OF TAX

For each Residential Unit, the Special Tax shall be levied for a cumulative 30-year period to fund the Special Tax Requirement unless such tax is no longer required as determined by the City Council.

J. INTERPRETATION

The City may interpret, clarify, and revise this Rate and Method to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Tax.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: August 22, 2024

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: INTRODUCTION OF AN ORDINANCE DISSOLVING THE MARKETING COMMITTEE AND RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL

RECOMMENDATION:

1. Introduce an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE."
2. Adopt a resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING A PUBLIC AFFAIRS MARKETING PANEL TO BE ADVISORY TO THE PUBLIC AFFAIRS MANAGER."

BACKGROUND:

The City of Palm Desert established the Marketing Committee to serve as a conduit for industry trends, local promotion ideas, and business activity projections related to tourism. The Committee comprises up to seven members representing various sectors, including hotels, retailers, the arts, real estate, and marketing professionals.

ANALYSIS:

Despite its intended purpose, the Marketing Committee has encountered significant challenges in maintaining regular meetings and achieving a quorum. Over the past 18 months, three out of nine scheduled meetings were canceled due to a lack of quorum. The professional commitments of the members have made it difficult to adhere to a consistent meeting schedule, thereby reducing the Committee's effectiveness.

To address these challenges, staff is proposed that the Marketing Committee be dissolved and replaced with a more flexible and efficient structure: the Public Affairs Marketing Panel. This new Panel will provide advisory support to the Public Affairs Manager and facilitate more adaptable meeting arrangements, including the option for virtual meetings. The Panel will consist of up to seven members from diverse sectors, ensuring comprehensive input on matters related to tourism marketing and local business activities.

On January 17, 2025, the City Council Ad Hoc Committee on Boards and Commissions, composed of Councilmember Pradetto and Mayor Harnik, met with City staff to discuss the challenges faced by the existing Marketing Committee. After the discussion, the committee supported the staff recommendation to dissolve the Marketing Committee and establish the Public Affairs Marketing Panel.

Public Affairs Marketing Panel

The proposed resolution aims to formally establish the Public Affairs Marketing Panel as an advisory body to the Public Affairs Manager. This new Panel will replace the existing Marketing Committee, which has faced challenges maintaining regular meetings and quorum due to members' professional commitments.

The Panel will comprise of up to seven members from diverse sectors, such as hotels, retailers, arts, real estate, and marketing professionals. Its primary responsibilities will include reviewing and evaluating the City's marketing, advertising, and public relations efforts, as well as providing recommendations on financial support for special events and the selection of consultants and agencies. The resolution emphasizes the importance of transparency and the prohibition of serial meetings, ensuring that all deliberations occur within properly noticed public meetings.

Legal Review:

This report has been reviewed by the City Attorney's office.

FINANCIAL IMPACT:

There is no financial impact associated with this action.

ATTACHMENTS:

1. Draft Ordinance – Dissolving the Marketing Committee
2. Draft Resolution – Establishing the Public Affairs Marketing Panel

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DISSOLVING THE MARKETING COMMITTEE AND DELETING CHAPTER 2.14 OF THE PALM DESERT MUNICIPAL CODE

City Attorney's Summary

This ordinance dissolves the City's Marketing Committee and deletes Chapter 2.14 of the Palm Desert Municipal Code related to the Marketing Committee.

WHEREAS, the City Council of the City of Palm Desert established the Marketing Committee to serve as a conduit for information between their own professional network and the City in terms of industry trends, local promotion ideas, and business activity and projections as they relate to tourism; and

WHEREAS, due to various challenges, including the difficulty in maintaining regular meetings and achieving quorum, the Committee has experienced inefficiencies that hinder its ability to fulfill its intended role effectively; and

WHEREAS, the City Council has determined that a more flexible and efficient advisory structure is needed, leading to the creation of the Public Affairs Marketing Panel, which will provide advisory support to the Public Affairs Manager.

THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. That the foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Deletion to Municipal Code. Palm Desert Municipal Code Chapter 2.14, *Marketing Committee*, is hereby deleted in its entirety.

SECTION 3. Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2024.

KARINA QUINTANILLA
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2024, and adopted at a regular meeting of the City Council held on _____, 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING A PUBLIC AFFAIRS MARKETING PANEL TO BE ADVISORY TO THE PUBLIC AFFAIRS MANAGER

WHEREAS, the City Council of the City of Palm Desert established the Marketing Committee to serve as a conduit for information between their own professional network and the City in terms of industry trends, local promotion ideas, and business activity and projections as they relate to tourism; and

WHEREAS, the Marketing Committee is comprised of up to seven members who represent the following categories: large hotel; small hotel; large retailer; small retailer; shopping center; restaurant; cultural, visual, or performing arts; real estate; local attraction; or marketing professional; and

WHEREAS, the Marketing Committee was established by the City Council to provide advisory support, but has experienced difficulties in maintaining regular meetings due to the members' professional commitments, resulting in three out of nine meetings being canceled due to a lack of quorum over the past 18 months; and

WHEREAS, the City Council recognizes the need for a more flexible and efficient advisory structure that can accommodate the demanding schedules of its members while still providing valuable input to the City; and

WHEREAS, the City Council intends to streamline the advisory process by establishing a new panel that will be advisory to the Public Affairs Manager, thus enabling more flexible meeting arrangements, including the option for virtual meetings; and

WHEREAS, the new Public Affairs Marketing Panel will continue to draw from a diverse range of industry professionals, ensuring that the City receives comprehensive and relevant input on matters related to tourism, marketing, and local business activities; and

WHEREAS, the establishment of the Public Affairs Marketing Panel aligns with the City's commitment to effective governance and efficient use of resources.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. Recitals. That the foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Establishment. The City Council hereby establishes the Public Affairs Marketing Panel, which shall replace the existing Marketing Committee.

SECTION 3. Purpose and Scope. The Panel shall serve as an advisory body to the Public Affairs Manager, providing insights and recommendations on matters related to tourism, marketing, and business activities within the City.

SECTION 4. Responsibilities. The Panel has the following responsibilities:

- A. Review, monitor, and evaluate the City's marketing, advertising, and public relations efforts including the annual marketing plan, media plans, and related budgets.
- B. Review print, radio, digital, and social media advertising and collateral materials produced by the City or its representatives.
- C. Monitor the City's website to ensure it is utilized to its fullest potential in the promotion of the City and its marketing/tourism goals.
- D. Review and make recommendations on requests for financial support for special events and activities.
- E. Make recommendations about the selection of consultants and agencies providing professional marketing/advertising services required by the City.

SECTION 5. Composition. The Panel shall consist of up to seven members representing diverse sectors, including but not limited to large hotels, small hotels, large retailers, small retailers, shopping centers, restaurants, cultural, visual, or performing arts, real estate, local attractions, and marketing professionals.

SECTION 6. Appointments and Removal. The Public Affairs Manager shall have the authority to appoint members to the Public Affairs Marketing Panel for terms of three years. To ensure continuity, the initial appointments shall be staggered, with two members serving a one-year term, two members serving a two-year term, and three members serving a full three-year term. The Public Affairs Manager may remove any member at their discretion, provided that the City Council is notified of such removal in a timely manner.

SECTION 7. Meetings. The Panel shall meet as needed and may conduct meetings virtually to accommodate members' schedules, ensuring a more consistent and efficient advisory process.

SECTION 7. Agendas and Minutes. A recording secretary appointed by the City Clerk shall be responsible for preparing agendas and action minutes for the Public Affairs Marketing Panel. Agendas must be posted at least 72 hours prior to each meeting. Minutes shall be recorded at all meetings. All meetings of the Panel shall be open to the public, and the public is invited to attend.

SECTION 8. Prohibition of Serial Meetings. Serial meetings, where a majority of the members discuss, deliberate, or take action on any matter within the Panel's jurisdiction outside of a properly noticed public meeting, are strictly prohibited. This includes any series of communications, whether in person, by phone, email, or other means, that may lead to a collective concurrence on an issue.

SECTION 9. Communication of Advice. The Public Affairs Manager is responsible for communicating the advice and recommendations of the Public Affairs Marketing Panel to the City Council. The Manager shall not disregard or filter the advice provided by the Panel, ensuring that the City Council receives the full scope of the Panel's input for consideration.

ADOPTED ON _____, 2024.

KARINA QUINTANILLA
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2024-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Erica Powell, Management Analyst

SUBJECT: APPROVE DEACCESSION OF GRAND PIANO BY DAVID MUELLER

RECOMMENDATION:

Approve the deaccession and removal of *Grand Piano* by David Mueller.

BACKGROUND/ANALYSIS:

In 1992, the City Council approved the commission and installation of *Grand Piano*, an artistic picnic table by David Mueller, at City Hall (east of the Council Chamber). The piece, constructed from Kyner 500 sheet metal, measures 7 feet in length, 42 inches in width, and weighs approximately 300 pounds.

Over the past 30 years, *Grand Piano* has required extensive maintenance, with costs exceeding the original purchase price due to repeated graffiti and frequent repainting. The table has also become a safety concern due to its frequent use by unhoused individuals, raising security and workplace safety considerations.

Deaccessioning is the formal process for removing a City-owned artwork through sale, donation, or destruction based on specific criteria. *Grand Piano* meets multiple criteria for removal, including:

- **Excessive Maintenance:** The artwork has required frequent repainting and graffiti removal. The cumulative maintenance costs have surpassed the artwork's original purchase price.
- **Safety Concerns:** The table's location has contributed to workplace safety risks.
- **Public Safety & Security:** Reports of substance abuse, including underage cannabis use, have raised further concerns.

At the November 13, 2024, Cultural Arts Committee meeting, the Committee unanimously recommended the deaccession of *Grand Piano* with a 7-0 vote. The decision was based on the determination that the artwork has reached the end of its functional lifespan and that the costs associated with restoration and relocation are not financially viable.

Based on the above listed criteria for removal and that staff has been unsuccessful at locating the artist, staff recommends deaccessioning *Grand Piano*, removing the artwork, recycling the metal, and repairing the concrete surface.

FINANCIAL IMPACT:

The artwork was originally purchased for \$2,000 in December 1992. There is no record of its current market value. The only costs associated with this would be staff time for the removal and concrete repair which would be minimal.

ATTACHMENTS:

1. Deaccession Policy
2. Deaccession Worksheet
3. Original artwork designs
4. Current artwork photographs

City of Palm Desert's Public Art Deaccessioning Policy

DEFINITION

Deaccession means the formal process to permanently remove a City-owned public artwork by selling, donating, or destroying it.

POLICY

- A. The purpose of the Public Art Deaccessioning Policy ("Policy") is to maintain a deaccession program that results in high-quality, City-owned public artwork; eliminate artworks that are unsafe, not repairable, or no longer meet the needs of the City, and respect the creative rights of artists.
- B. Although the City of Palm Desert would like each public artwork to remain in situ for a minimum of 15 years (although 15 years is not a limit on the life of an artwork), it recognizes that public artwork is not necessarily going to remain in place in perpetuity.
- C. Any proposal for removal, destruction, or relocation of an artwork shall be submitted to the Cultural Arts Committee by City staff and reviewed according to the policies and procedures contained herein and shall be deliberate and independent of political pressures, fluctuations in artistic taste, popularity, and public opinion.
- D. At regular intervals, the City's public artwork collection shall be evaluated by the Cultural Arts Committee to determine the condition of each artwork and determine whether any artwork should be deaccessioned.

APPLICABLE ARTWORK

This Policy applies to all City-owned artwork acquired through the Public Art program or through donation. In the case of donated artwork, all legal documents surrounding the donation must be reviewed and a legal opinion rendered by the City Attorney before proceeding with the deaccessioning process.

CRITERIA FOR DEACCESSIONING

One or more of the following criteria must apply prior to an artwork being deaccessioned:

1. Damage Beyond Repair - The artwork has been damaged and repair is unfeasible or repair costs would exceed the value of the artwork.
2. Safety - The artwork is deemed hazardous and a threat to public safety.
3. Deterioration - The artwork has deteriorated to the point that the restoration cost is greater than its monetary value or the artwork has deteriorated beyond the original design and restoration would prove impractical or would render the work essentially false.
4. Security - The condition or security of the artwork cannot be reasonably guaranteed or the City of Palm Desert cannot properly care for or store the artwork.
5. Site Alteration - In the case of site-specific artwork, the artwork has become inappropriate, is no longer accessible to the public, it is unsafe, or it is due to be destroyed and would severely alter its relationship to the site.

6. Excessive Maintenance - The artwork requires excessive or unreasonable maintenance.
7. Loss of Site – The current site is no longer available and no suitable alternate site for the artwork is available.
8. Aesthetic Value - The artwork is of poor quality or is judged to have little aesthetic and/or historical or cultural value.
9. Failure to Comply - If the approved terms of the contract pursuant to which the artwork was installed have not been fulfilled.
10. Inauthentic - The artwork is a forgery or in violation of existing copyright laws.
11. Theft – The artwork has been stolen. Any stolen artwork will be documented through an official police report and a report prepared by the entity that owns or is responsible for the site of loss.

SEQUENCE OF ACTION / PROCEDURES

1. Deaccession requests may be submitted by a neighborhood organization, City department, independent City board or commission, or a City Council member. The Cultural Arts Committee will review each preliminary request. City staff will work with the applicant to bring a full proposal to the Cultural Arts Committee.
2. Staff will provide the applicant with a Deaccessioning Form that will serve as the applicant's formal request for consideration by the Cultural Arts Committee.
3. Staff (with assistance from the property owner, if applicable) will make reasonable effort to notify and consult with any living artist(s) whose work is being considered for deaccession as to the best procedure for artwork removal. The City will allow the artist(s) 30 days to respond.
4. If the artist(s) is/are deceased, the City will make reasonable efforts to contact artist(s) estate.
5. After an attempt to contact the artist(s) is made, staff will consult with the City Attorney on how to proceed with the deaccessioning.
6. Once the request is reviewed by the City Attorney, the applicant will complete and return the Deaccessioning Form.
7. City staff will use the information from the Deaccessioning Form to complete a staff report addressing the proposed removal of the artwork. The staff report will provide all available relevant information and materials to the Cultural Arts Committee, including, but not limited to:
 - a. Artist, Title, and Location of artwork.
 - b. Name of property owner and contact information.
 - c. Property owner at the time of commission or installation.
 - d. Year commissioned/purchased, original cost of artwork, and applicable Art in Public Places (AIPP) fee.
 - e. Dimensions and removal/re-installation instructions.
 - f. Appraisal of the artwork provided by a qualified art appraiser and current condition of artwork. If appropriate, current fair market value of the artwork.
 - g. Detailed reason for deaccessioning/relocating artwork.
 - h. Proposed deaccession method or new location for artwork (relocation, sale, donation, demolition, etc.).

[Type here]

- i. Maintenance evaluation.
 - j. Any relevant images.
8. The staff report will then be placed on the Cultural Arts Committee agenda at a regularly scheduled public meeting, where it will be reviewed and voted on.
9. If the Cultural Arts Committee approves the deaccession, City staff will bring the staff report before the City Council for review and final action.
10. If deaccession is approved by the City Council, all documents will be updated to reflect the deaccessioning of the artwork. Staff will review property records from the County Recorder's Office and if an artwork covenant is recorded against the property, the City will cause a release covenant to be filed.
11. The deaccessioning process should be documented in both written and visual form.
12. If an artwork is sold, proceeds should be deposited into the Art in Public Places fund.
13. The City's Risk Manager must be notified so that the work can be removed from the City's insurance policy.

DEACCESSIONING METHOD OPTIONS

1. If appropriate, reasonable efforts will be made to move the work to a new location within the City. If the artwork was designed for a specific site, City will consider the artist's intent when deciding where to relocate the artwork.
2. The artist(s) will be given the first option to purchase or exchange the artwork. If the artist(s) decides to purchase the work, they will be responsible for the cost of the removal of the artwork from the current site. If the artist(s) is/are deceased, the legal heir(s) will have first rights of purchase. The artist(s) can purchase the artwork at fair market value according to the appraisals obtained by a qualified appraiser.
3. Put the work in storage until a new, appropriate location can be found.
4. Donate work to a school, an educational or non-profit organization.
5. Dispose of work in an appropriate manner.

PROVISIONS FOR EMERGENCY REMOVAL

In the event that the structural integrity or condition of an artwork is such that, in the opinion of the Public Art staff, the artwork presents an imminent threat to public safety, the City Manager may authorize its immediate removal without Cultural Arts Committee action or the artist's consent and have the work placed in temporary storage. The artist and the Cultural Arts Committee will be notified of this action within 30 days. The Committee will then consider options for disposition: repair, reinstallation, maintenance or deaccessioning. If the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's Agreement with the City and County has not waived his/her rights under the California Art Preservation Act and the Visual Artists Rights Act, City staff will attempt to gain such written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City Manager shall proceed with the advice of the City Attorney.

[Type here]

COMPLIANCE WITH APPLICABLE POLICIES AND REGULATIONS

Deaccession and removal of artwork will be done in a manner that complies with all other applicable city, state, and federal procedures, policies and regulations. For example, deaccession and removal actions must comply with applicable procedures and laws relating to the disposition of city property and with laws protecting artists' rights.

City of Palm Desert Public Art Deaccessioning Form

Date: 11/13/2024

Artist: David Mueller

Title: Grand Piano

Artist Phone: 619-365-6062 – not in service Email: no email address available

760-365-6062 – not in service;

Touch 2 Design, 28319 Ute Trail Circle, Yucca Valley, CA 92234 – Business Closed.

Location of work: Palm Desert City Hall, east of Council Chamber

Name of property: City Hall, east of Chambers

Contact name: Erica Powell, Public Art Management Analyst

Phone: 760-776-6346 Email: epowell@palmdesert.gov

Property owner at the time of commission: City of Palm Desert

Year commissioned/purchased: 1992

Purchase Price / Art in Public Places fee / Value at time of install: \$2,000

Dimensions: Height: Width: 42" Depth: 7' Weight: 300

Medium/Material: Kyner 500 sheet metal

Estimated current fair market value: n/a

Source of estimation: n/a

Proposed deaccession reviewed by City Attorney: Yes: No:

Detailed reason for deaccessioning artwork:

*Safety Concerns

*Excessive Maintenance

*Site Use Issues

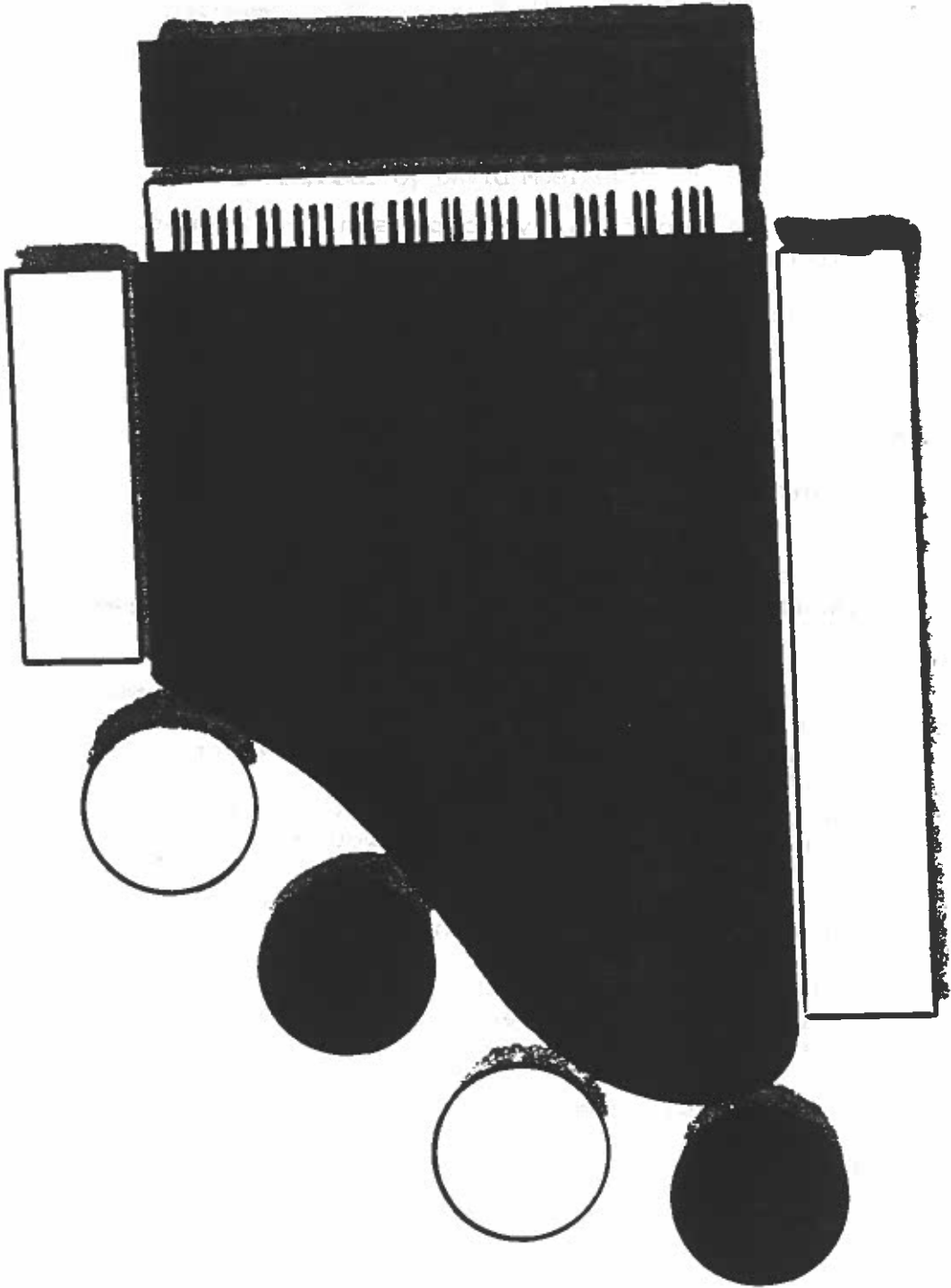
*Public Safety & Security

Proposed deaccessioning method: Recycle metal, if possible

City of Palm Desert Public Art Deaccessioning Form

Condition: Excellent Good Fair Poor

Maintenance evaluation and instructions: _____



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Images of Grand Piano bench by David Mueller – October 2024



CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst
Veronica Chavez, Finance Director

SUBJECT: AUTHORIZE CITY MANAGER/EXECUTIVE DIRECTOR TO AWARD
AGREEMENTS TO MULTIPLE CONSULTANTS FOR HOUSING
PROGRAM ADMINISTRATIVE SERVICES

RECOMMENDATION:

1. Authorize City Manager/Executive Director to review and award task order agreements to multiple qualified consultants for Affordable Housing Administrative Services in an initial amount not to exceed \$50,000 in aggregate for the remainder of FY 2024-25, and \$100,000 in aggregate annually thereafter, pursuant to the terms of the agreements.
2. Authorize the City Attorney to make any necessary non-monetary changes to the agreements.
3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action, and to review and approve up to three (3) additional one-year terms per vendor agreement.

BACKGROUND/ANALYSIS:

The Housing Division is currently managing a very active Housing Program with a lean team and limited resources. Housing staff are responsible for the City's various affordable housing programs, rent review, and the Palm Desert Housing Authority (Authority). The Authority owns and operates fifteen communities delivering rental opportunities by subsidizing 1,100+ affordable rental units. The time required to complete critical tasks and meet compliance obligations, leaves little capacity for necessary program analysis and related administrative functions. These critical tasks include everything from monitoring various affordability covenants, rent review requirements, and private development compliance with recorded Affordable Housing Agreements to annual reporting requirements. The growing demand and need for affordable housing, combined with the City's commitment to maintaining high service standards, make it essential to engage multiple consultants at this time.

To enhance service delivery and efficiency, a Request for Proposal (RFP) was issued for Affordable Housing Administrative Services on December 19, 2024, via OpenGov, resulting in three submissions received on January 16, 2025. An internal selection team comprising representatives from the Finance Department, City Managers Department, and Housing Division reviewed the proposals and concluded that based on the qualifications, experience, and key personnel of the three firms, that the City would benefit most by selecting all three consultants, as each firm brings a depth of knowledge and area of expertise.

Firm	Example Areas of Expertise
Harris & Associates, Inc.	Experience with reviewing rent rolls. Establish and implement guidelines and procedures for programs. Prepare annual reports and Housing Elements. Prepare grant applications.
Keyser Marston Associates, Inc.	Analysis of the economic and financial feasibility of affordable housing development.
RSG Solutions, Inc.	Develop and evaluate housing strategies and plans. Assess and leverage gap financing sources. Develop solicitation, evaluate and select for affordable housing development. Create documents such as Housing Agreements and Restrictive Covenants.

If approved, the contracts will be structured under a task order format, allowing the City to solicit task proposals from the selected consultants, evaluate costs, and assign work to the firm best suited for each specific housing program service. The use of multiple award contracts allows staff to ensure the effective use of resources by taking advantage of the competitive forces of the commercial marketplace which may result in lower prices, better quality, reduced time from requirements identification to award, and improved contractor performance in satisfying requirements, while maintaining fiscal oversight to ensure total expenditure does not exceed \$100,000 per fiscal year.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

FINANCIAL IMPACT:

Funds are available for this purpose in the Affordable Housing Professional Services account number 8704195-4309000 in the amount of \$50,000 for the remainder of FY 2024-25 and \$100,000 will be budgeted for FY 2025-26. There is no additional impact to the General Fund with this action.

ATTACHMENTS:

1. Draft Harris & Associates, Inc. Agreement
2. Draft Keyser Marston Associates, Inc. Agreement
3. Draft RSG, Inc. Agreement

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered on **February 27, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **Harris and Associates, Inc., a Corporation**, with its principal place of business at **101 Progress, Suite 250, Irvine, CA 92618** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Housing Program Administrator Project
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 27, 2025, to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option to renew for 3 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not

limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously as set forth in each Task Order, "EXHIBIT D". Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Dima Galkin, Director.**

3.2.5 City's Representative. The City hereby designates **Celina Cabrera, Senior Management Analyst**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Dima Galkin, Director**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant acknowledges that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure

to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a

violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of

insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(G) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

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

(5) Liability arising from the failure to render professional services

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

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) for FY 2024/25 and ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00) for FY 2025/26** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever. If available, the payments by the Authority will be made by Electronic Funds Transfer (EFT). Consultant will provide the City with its bank ABA number, account number and designation of the account to which such EFT will be made. Consultant will be responsible for notifying the City when Consultant's EFT information changes.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Conflict of Interest The Consultant covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement.

3.6.1.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.4 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Consultant: HARRIS & ASSOCIATES, INC.
101 PROGRESS, SUITE 250
IRVINE, CA 92618
ATTN: **DIMA GALKIN, DIRECTOR**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Celina Cabrera, Senior Management Analyst**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, reasonable attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this

Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND HARRIS & ASSOCIATES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

HARRIS & ASSOCIATES, INC., A CORPORATION

By: _____
L. Todd Hileman
City Manager

By: _____
Hitta Mosesman
Vice President

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Dima Galkin
Director

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT “A”**SCOPE OF SERVICES**

Request For Proposal #2024-RFP-145

Title: Affordable Housing Program Administrator

3. Scope of Services**3.1. Affordable Housing Program Administrator**

The City and Housing Authority seeks a qualified consultant to provide professional management and programmatic support. The selected consultant will work collaboratively with the Housing Manager to plan, develop, organize, monitor, and manage Affordable Housing Programs and activities.

The Palm Desert Affordable Housing Programs and Activities include:

- First-Time Affordable Home for Sale Program
- Emergency Home Improvement Program
- Rental Program
- Rent Review
- Developer Incentive Program

These efforts aim to support the City’s mission of creating and maintaining affordable housing opportunities, enhancing neighborhood revitalization, and addressing the needs of targeted communities.

Objectives:

The consultant will be responsible for the following objectives:

Strategic Planning and Oversight

1. Collaborate with the Housing Manager to oversee the operations of the City’s Housing Authority.
2. Facilitate the development and rehabilitation of affordable housing projects, ensuring alignment with City goals.
3. Develop and manage financing strategies for affordable housing development and rehabilitation using diverse funding sources (including but not limited to BEGIN, LMIHAF, HOME, Housing Mitigation Fund, and any other funding sources that may become available).
4. Interpret and apply City Policies, procedures, rules and regulations.

Program Management and Administration

5. Manage Housing Authority funded affordable housing programs.
6. Prepare and manage budgets for affordable housing programs, ensuring cost-effectiveness and alignment with funding guidelines.
7. Conduct financial analyses and projections for current and future funding needs.
8. Oversee the allocation and distribution of funds to eligible projects, coordinating closely with the Finance Department.
9. Track expenditures and submit timely financial reports as required by funding sources.

Request For Proposal #2024-RFP-145
Title: Affordable Housing Program Administrator

10. Provide ongoing monitoring and evaluation of housing-related programs to ensure compliance with Federal, State, and local regulations.

Stakeholder Engagement and Communication

11. Negotiate, implement, and administer complex contracts and agreements with various stakeholders, including developers, contractors, and community organizations.
12. Make public presentations to legislative bodies, public agencies, community groups, development or real estate trade associations, potential investors, and other major assemblages regarding Housing Authority programs, projects and activities.
13. Prepare recommendations, reports, and presentations for City leadership, Housing Authority Commission, and relevant stakeholders.

Reporting and Special Projects

14. Supervise or conduct special studies and analyses
15. Prepare and submit comprehensive reports on all aspects of assigned programs and projects.
16. Ensure property management is meeting contract deliverables.

Additional Responsibilities

17. A list of Housing Division Tasks, though not all-inclusive, is attached to this RFP. All related assigned duties must be fulfilled

Priority Tasks (not all-inclusive):

1. Evaluate programs, guidelines, documents, etc., and provide input for best practices.
2. Prepare annual reports for submittal, including but not limited to, SB341, HCD Report 34328, AB 987.
3. Rent Review
 1. Review Mobile Home Park Rent Rolls
 2. Review Rent Requests
 3. Ensure compliance with the Municipal Code
4. Developer Incentive Program
 1. Draft documents to facilitate housing agreement
 2. Audit rent rolls
 3. Ensure compliance with housing agreements
5. First Time Affordable For Sale Program and Emergency Home Improvement Program:
 1. Qualify applicants for eligibility,
 2. Facilitate sales and loan agreement,
 3. Monitor loan payment schedules,
 4. Process and respond to correspondence and request for information,
 5. Prepare documents
6. Assist the Housing Division in the Housing Element and RHNA processes.

EXHIBIT "A-I"

FEDERALLY REQUIRED PROVISIONS FOR SERVICES

N/A

EXHIBIT "B"
SCHEDULE OF SERVICES

N/A

EXHIBIT "C"
COMPENSATION

Cost Proposal

The RFP for Affordable Housing Program Administrator solicited by the City of Palm Desert and Palm Desert Housing Authority is a task-based agreement. The successful Respondent(s) will be notified of a task when it becomes available and asked for a proposal for a not to exceed for that particular task.

To better gauge costs associated with the work being solicited, please provide rates for your firm of the Staff that will work on the projects. Rates will be effective for the initial term of the contract (2 years).

Provide Hourly Staff Rates:

Title	Rate
Principal-in-Charge	\$300
Director	\$240
Project Manager	\$200
Senior Analyst	\$155
Analyst	\$145

Based on the tasks listed on the "Housing Dept. Task List" and "Scope of Services", provide proposal for example projects listed below.

Report/Task	Estimated Hours	Estimated Proposal
SB341	100	\$17,500
HCD Report 34328	62	\$11,200
AB 987	70	\$12,500
Review Mobile Home Rent Rolls pursuant to Palm Desert Municipal Code 9.50 (4 parks)	144	\$26,100
Request and Review Developer Affordable Housing Rent Rolls pursuant to Affordable Housing Agreement (11 developers)	218	\$39,900

Note: Estimated hours and estimated budget include time and budget to prepare staff reports, resolutions, and reports summarizing findings, as applicable. The estimated hours and budget are for one year of performing the example projects.

- As part of the contract negotiation process, the City/Authority reserve the right to negotiate with the Consultant to determine a different method of compensation.
- The City may wish to establish a cap for each task to maintain cost control for the services.

Provide any additional ancillary or incidentals that may be attributed to performing services being solicited in this RFP. Fees should be in compliance with federal and state regulations for activity delivery and administration services.

Incidental	Proposal
Data and production (>10 copies)	Cost + 10%

Submitted by: *Dima Galkin*

Printed Name: Dima Galkin

Date: 01/16/2025

EXHIBIT "D" TASK ORDER FORM SAMPLE



CITY OF PALM DESERT
TASK ORDER

Contract No / P.O. #:	
Task Order No.:	
Task Order Bonds Needed?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Account No.:	
Project No.:	
Vendor No.:	

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ___/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
City Manager

2. ACCEPTED BY: _____
Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered on **February 27, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **Keyser Marston Associates, Inc., a Corporation**, with its principal place of business at **777 South Figueroa St., Suite 2555, Los Angeles, CA 90017** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Housing Program Administrator Project
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 27, 2025, to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option to renew for 3 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be

responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously as set forth in each Task Order, "EXHIBIT D". Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Julie Romey, Senior Principal.**

3.2.5 City's Representative. The City hereby designates **Celina Cabrera, Senior Management Analyst**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Julie Romey, Senior Principal**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such

licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility: Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and

Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrence of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(G) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

- (1) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.
- (2) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- (3) Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- (4) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name

infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

- (5) Liability arising from the failure to render professional services

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

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials,

employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance

written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) for FY 2024/25 and ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00) for FY 2025/26** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Conflict of Interest The Consultant covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement.

3.6.1.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.4 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

Consultant: KEYSER MARSTON ASSOCIATES, INC.
777 SOUTH FIGUEROA ST., SUITE 2555
LOS ANGELES, CA 90017
ATTN: **KATHLEEN HEAD, PRESIDENT**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Celina Cabrera, Senior Management Analyst**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this

Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND KEYSER MARSTON ASSOCIATES, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

KEYSER MARSTON ASSOCIATES, INC., A CORPORATION

By: _____
L. Todd Hileman
City Manager

By: _____
Kathleen Head
President

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Julie Romey
Senior Principal

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT “A”**SCOPE OF SERVICES**

Request For Proposal #2024-RFP-145

Title: Affordable Housing Program Administrator

3. Scope of Services**3.1. Affordable Housing Program Administrator**

The City and Housing Authority seeks a qualified consultant to provide professional management and programmatic support. The selected consultant will work collaboratively with the Housing Manager to plan, develop, organize, monitor, and manage Affordable Housing Programs and activities.

The Palm Desert Affordable Housing Programs and Activities include:

- First-Time Affordable Home for Sale Program
- Emergency Home Improvement Program
- Rental Program
- Rent Review
- Developer Incentive Program

These efforts aim to support the City’s mission of creating and maintaining affordable housing opportunities, enhancing neighborhood revitalization, and addressing the needs of targeted communities.

Objectives:

The consultant will be responsible for the following objectives:

Strategic Planning and Oversight

1. Collaborate with the Housing Manager to oversee the operations of the City’s Housing Authority.
2. Facilitate the development and rehabilitation of affordable housing projects, ensuring alignment with City goals.
3. Develop and manage financing strategies for affordable housing development and rehabilitation using diverse funding sources (including but not limited to BEGIN, LMIHAF, HOME, Housing Mitigation Fund, and any other funding sources that may become available).
4. Interpret and apply City Policies, procedures, rules and regulations.

Program Management and Administration

5. Manage Housing Authority funded affordable housing programs.
6. Prepare and manage budgets for affordable housing programs, ensuring cost-effectiveness and alignment with funding guidelines.
7. Conduct financial analyses and projections for current and future funding needs.
8. Oversee the allocation and distribution of funds to eligible projects, coordinating closely with the Finance Department.
9. Track expenditures and submit timely financial reports as required by funding sources.

Exhibit “A”

Request For Proposal #2024-RFP-145
Title: Affordable Housing Program Administrator

10. Provide ongoing monitoring and evaluation of housing-related programs to ensure compliance with Federal, State, and local regulations.

Stakeholder Engagement and Communication

11. Negotiate, implement, and administer complex contracts and agreements with various stakeholders, including developers, contractors, and community organizations.
12. Make public presentations to legislative bodies, public agencies, community groups, development or real estate trade associations, potential investors, and other major assemblages regarding Housing Authority programs, projects and activities.
13. Prepare recommendations, reports, and presentations for City leadership, Housing Authority Commission, and relevant stakeholders.

Reporting and Special Projects

14. Supervise or conduct special studies and analyses
15. Prepare and submit comprehensive reports on all aspects of assigned programs and projects.
16. Ensure property management is meeting contract deliverables.

Additional Responsibilities

17. A list of Housing Division Tasks, though not all-inclusive, is attached to this RFP. All related assigned duties must be fulfilled

Priority Tasks (not all-inclusive):

1. Evaluate programs, guidelines, documents, etc., and provide input for best practices.
2. Prepare annual reports for submittal, including but not limited to, SB341, HCD Report 34328, AB 987.
3. Rent Review
 1. Review Mobile Home Park Rent Rolls
 2. Review Rent Requests
 3. Ensure compliance with the Municipal Code
4. Developer Incentive Program
 1. Draft documents to facilitate housing agreement
 2. Audit rent rolls
 3. Ensure compliance with housing agreements
5. First Time Affordable For Sale Program and Emergency Home Improvement Program:
 1. Qualify applicants for eligibility,
 2. Facilitate sales and loan agreement,
 3. Monitor loan payment schedules,
 4. Process and respond to correspondence and request for information,
 5. Prepare documents
6. Assist the Housing Division in the Housing Element and RHNA processes.

EXHIBIT "A-I"

FEDERALLY REQUIRED PROVISIONS FOR SERVICES

N/A

EXHIBIT "B"
SCHEDULE OF SERVICES

N/A

EXHIBIT "C"
COMPENSATION

Cost Proposal

The RFP for Affordable Housing Program Administrator solicited by the City of Palm Desert and Palm Desert Housing Authority is a task-based agreement. The successful Respondent(s) will be notified of a task when it becomes available and asked for a proposal for a not to exceed for that particular task.

To better gauge costs associated with the work being solicited, please provide rates for your firm of the Staff that will work on the projects. Rates will be effective for the initial term of the contract (2 years).

Provide Hourly Staff Rates:

Title	Rate
Chairman, President, Managing Principals*	\$305
Senior Principals*	\$295
Principals	\$275
Managers	\$245
Senior Associates	\$205
Associates	\$185
Senior Analysts	\$170
Analysts	\$145
Technical Staff	\$105
Administrative Staff	\$90

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

Based on the tasks listed on the "Housing Dept. Task List" and "Scope of Services", provide proposal for example projects listed below.

Report/Task	Estimated Hours	Estimated Proposal
SB341	20	\$5,500
HCD Report 34328	15	\$3,500
AB 987	5	\$1,000
Review Mobile Home Rent Rolls pursuant to Palm Desert Municipal Code 9.50 (4 parks)	60	\$15,000
Request and Review Developer Affordable Housing Rent Rolls pursuant to Affordable Housing Agreement (11 developers)	165	\$35,000



- As part of the contract negotiation process, the City/Authority reserve the right to negotiate with the Consultant to determine a different method of compensation.
- The City may wish to establish a cap for each task to maintain cost control for the services.

Provide any additional ancillary or incidentals that may be attributed to performing services being solicited in this RFP. Fees should be in compliance with federal and state regulations for activity delivery and administration services.

Incidental	Proposal

Submitted by: Julie Romey

Printed Name: Julie Romey

Date: Jan 15, 2025



EXHIBIT "D" TASK ORDER FORM SAMPLE



CITY OF PALM DESERT
TASK ORDER

Contract No / P.O. #:	
Task Order No.:	
Task Order Bonds Needed?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Account No.:	
Project No.:	
Vendor No.:	

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ___/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
City Manager

2. ACCEPTED BY: _____
Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered on **February 27, 2025**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **RSG Solutions, Inc., a Corporation**, with its principal place of business at **170 Eucalyptus Ave, Suite 200, Vista, CA 92084** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

Housing Program Administrator Project
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 27, 2025, to June 30, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option to renew for 3 additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not

limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously as set forth in each Task Order, "EXHIBIT D". Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Tara Matthews, Principal.**

3.2.5 City's Representative. The City hereby designates **Celina Cabrera, Senior Management Analyst**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Tara Matthews, Principal**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services

necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a

violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of

insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(F) Fidelity Coverage. Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(G) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

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

(5) Liability arising from the failure to render professional services

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

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

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

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY THOUSAND AND 00/100 Dollars (\$50,000.00) for FY 2024/25 and ONE HUNDRED THOUSAND AND 00/100 Dollars (\$100,000.00) for FY 2025/26** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for Consultant. Travel in business class, first class or any category on any flight above the coach/economy level will not be reimbursed.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of Services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every

employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Conflict of Interest The Consultant covenants that any and all relationships with construction firms that may submit bids for projects developed under this agreement will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement.

3.6.1.3 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.4 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.5 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement

shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: RSG SOLUTIONS, INC.
170 EUCALYPTUS AVE., SUITE 200
VISTA, CA 92084
ATTN: **TARA MATTHEWS, PRINCIPAL**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Celina Cabrera, Senior Management Analyst**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this

Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND RSG SOLUTIONS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

RSG SOLUTIONS, INC., A CORPORATION

By: _____
L. Todd Hileman
City Manager

By: _____
Tara Matthews
Principal

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Jim Simon
Principal

Approved as to form:

By: _____
Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contracts QC: _____

Insurance: _____

Initial Review

Final Approval

EXHIBIT “A”**SCOPE OF SERVICES**

Request For Proposal #2024-RFP-145

Title: Affordable Housing Program Administrator

3. Scope of Services**3.1. Affordable Housing Program Administrator**

The City and Housing Authority seeks a qualified consultant to provide professional management and programmatic support. The selected consultant will work collaboratively with the Housing Manager to plan, develop, organize, monitor, and manage Affordable Housing Programs and activities.

The Palm Desert Affordable Housing Programs and Activities include:

- First-Time Affordable Home for Sale Program
- Emergency Home Improvement Program
- Rental Program
- Rent Review
- Developer Incentive Program

These efforts aim to support the City’s mission of creating and maintaining affordable housing opportunities, enhancing neighborhood revitalization, and addressing the needs of targeted communities.

Objectives:

The consultant will be responsible for the following objectives:

Strategic Planning and Oversight

1. Collaborate with the Housing Manager to oversee the operations of the City’s Housing Authority.
2. Facilitate the development and rehabilitation of affordable housing projects, ensuring alignment with City goals.
3. Develop and manage financing strategies for affordable housing development and rehabilitation using diverse funding sources (including but not limited to BEGIN, LMIHAF, HOME, Housing Mitigation Fund, and any other funding sources that may become available).
4. Interpret and apply City Policies, procedures, rules and regulations.

Program Management and Administration

5. Manage Housing Authority funded affordable housing programs.
6. Prepare and manage budgets for affordable housing programs, ensuring cost-effectiveness and alignment with funding guidelines.
7. Conduct financial analyses and projections for current and future funding needs.
8. Oversee the allocation and distribution of funds to eligible projects, coordinating closely with the Finance Department.
9. Track expenditures and submit timely financial reports as required by funding sources.

Exhibit “A”

Request For Proposal #2024-RFP-145

Title: Affordable Housing Program Administrator

10. Provide ongoing monitoring and evaluation of housing-related programs to ensure compliance with Federal, State, and local regulations.

Stakeholder Engagement and Communication

11. Negotiate, implement, and administer complex contracts and agreements with various stakeholders, including developers, contractors, and community organizations.
12. Make public presentations to legislative bodies, public agencies, community groups, development or real estate trade associations, potential investors, and other major assemblages regarding Housing Authority programs, projects and activities.
13. Prepare recommendations, reports, and presentations for City leadership, Housing Authority Commission, and relevant stakeholders.

Reporting and Special Projects

14. Supervise or conduct special studies and analyses
15. Prepare and submit comprehensive reports on all aspects of assigned programs and projects.
16. Ensure property management is meeting contract deliverables.

Additional Responsibilities

17. A list of Housing Division Tasks, though not all-inclusive, is attached to this RFP. All related assigned duties must be fulfilled

Priority Tasks (not all-inclusive):

1. Evaluate programs, guidelines, documents, etc., and provide input for best practices.
2. Prepare annual reports for submittal, including but not limited to, SB341, HCD Report 34328, AB 987.
3. Rent Review
 1. Review Mobile Home Park Rent Rolls
 2. Review Rent Requests
 3. Ensure compliance with the Municipal Code
4. Developer Incentive Program
 1. Draft documents to facilitate housing agreement
 2. Audit rent rolls
 3. Ensure compliance with housing agreements
5. First Time Affordable For Sale Program and Emergency Home Improvement Program:
 1. Qualify applicants for eligibility,
 2. Facilitate sales and loan agreement,
 3. Monitor loan payment schedules,
 4. Process and respond to correspondence and request for information,
 5. Prepare documents
6. Assist the Housing Division in the Housing Element and RHNA processes.

EXHIBIT "A-I"

FEDERALLY REQUIRED PROVISIONS FOR SERVICES

N/A

EXHIBIT "B"
SCHEDULE OF SERVICES

N/A

EXHIBIT "C"
COMPENSATION

Cost Proposal

The RFP for Affordable Housing Program Administrator solicited by the City of Palm Desert and Palm Desert Housing Authority is a task-based agreement. The successful Respondent(s) will be notified of a task when it becomes available and asked for a proposal for a not to exceed for that particular task.

To better gauge costs associated with the work being solicited, please provide rates for your firm of the Staff that will work on the projects. Rates will be effective for the initial term of the contract (2 years).

Provide Hourly Staff Rates:

Principal	\$305
Director	\$295
Senior Associate	\$250
Associate	\$205
Senior Analyst	\$185
Analyst	\$170
Research Assistant	\$145
Technician	\$120
Clerical	\$100
Reimbursable Expenses	Cost plus 10%

Based on the tasks listed on the "Housing Dept. Task List" and "Scope of Services", provide proposal for example projects listed below.

Report/Task	Estimated Hours	Estimated Proposal
SB341	32 hours per year	\$6,510
HCD Report 34328	32 hours per year	\$6,510
AB 987	8 hours	\$1,470
Review Mobile Home Rent Rolls pursuant to Palm Desert Municipal Code 9.50 (4 parks)	55 hours	\$12,825
Request and Review Developer Affordable Housing Rent Rolls pursuant to Affordable Housing Agreement (11 developers)	110 Hours	\$19,550

- As part of the contract negotiation process, the City/Authority reserve the right to negotiate with the Consultant to determine a different method of compensation.
- The City may wish to establish a cap for each task to maintain cost control for the services.

Provide any additional ancillary or incidentals that may be attributed to performing services being solicited in this RFP. Fees should be in compliance with federal and state regulations for activity delivery and administration services.

Incidental	Proposal
Loan Eligibility and Processing	\$16,650

Submitted by: RSG, Inc.

Printed Name: Tara Matthews, Vice President & Treasurer

Date: 01/15/2025

EXHIBIT "D" TASK ORDER FORM SAMPLE



CITY OF PALM DESERT
TASK ORDER

Contract No / P.O. #:	
Task Order No.:	
Task Order Bonds Needed?:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Account No.:	
Project No.:	
Vendor No.:	

Contract Purpose: _____
 Contractor Name: _____
 Project Manager: _____

This Task Order is hereby executed on:

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Description of Work

The dollar amount for this task order is: _____ dollars and ___/100 (_____)

Estimated Completion Date:

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all work specified above in accordance with the Agreement identified above and will accept as full payment therefore in the amount shown above.

1. APPROVED BY: _____
City Manager

2. ACCEPTED BY: _____
Contractor

NOTE: No payments will be made prior to City Manager or Council approval

QC: _____

PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: RATIFICATION OF V.M. POOL SERVICE AND REPAIR FOR POOLS, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR AT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$95,400

RECOMMENDATION:

1. Ratify the six-month agreement with V.M. Pool Maintenance and Repair for pool, spa, and water feature maintenance and repair at Housing Authority properties in an amount not to exceed \$95,400 and \$15,000 for additional services as required.
2. Authorize the Executive Director, or his designee, to take any necessary actions to execute the agreement and any related documents to effectuate this action.

BACKGROUND/ANALYSIS:

The Housing Authority oversees the maintenance of 16 pools, 7 spas, and 1 water feature at 15 Housing Authority properties, which are commercial facilities requiring daily servicing and pH balancing in compliance with Riverside County Health regulations. Failure to perform these services could result in closures and potential health and safety risks to residents and the public.

The previous contract for these services expired on December 31, 2024. A Request for Proposals (RFP) was issued by the Palm Desert Housing Authority on October 16, 2024, for a new pool, spa, and water feature maintenance and repair contract. However, the sole response from the incumbent contractor Service First, LLC, was too costly with a proposed annual cost of \$380,818.44 compared to the existing contract amount of \$138,573.11. Service First stated that rising costs, including insurance, were a driving reason for the increase.

On December 12, 2024, the Housing Authority rejected the bid from Service First, LLC and authorized the re-solicitation of the RFP. To ensure the continuity of services in the best interest of the City, public health, safety and welfare, in the interim, local qualified contractors were contacted for a six-month agreement starting January 1, 2025, and ending June 30, 2025. Staff researched and reached out directly to California State License Board Contractors that were Department of Industrial Relation registered and held a City of Palm Desert business license to send bid packets to. Five qualified contractors submitted proposals:

Proposer	Proposed 6-Month Amount
Fred Rock Pools	\$106,200.00
Service First	\$216,085.32
Shark Pools	\$217,200.00
Supreme Pool Service	\$126,180.00

Palm Desert Housing Authority
Ratification of Pool Maintenance and Repair Agreement

V.M. Pool Service and Repair	\$95,400.00
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V.M. Pool Maintenance and Repair offered the most cost-effective proposal while meeting all qualifications including Department of Industrial Relations registration. Staff is preparing a new RFP for a longer-term agreement, with the solicitation expected to be published late February 2025 for a July 1, 2025, start date. All qualified contractors will be encouraged to submit proposals.

Staff is requesting an additional \$15,000 to provide additional services on an as needed basis to include equipment repairs or replacement (i.e., pump, pump motor, filters, heating tubes, etc.) the treatment of fecal matter, removal of rodents and pests, leaks, groundwater runoff, etc. All repairs are subject to prevailing wage requirements.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

Appointed Body Recommendation:

The Housing Commission will review this recommendation at its regular meeting on February 12, 2025. Upon request, a verbal report will be provided at the Authority’s regular meeting on February 27, 2025.

FINANCIAL IMPACT:

Funds for the six-month agreement are available in the Housing Authority FY 2024-25 Annual Budget in the appropriate expense accounts for each property. There is no financial impact to the General Fund with this action.

ATTACHMENTS:

1. Pool Maintenance Service Agreement

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **1st** day of **January, 2025**, by and between the Palm Desert Housing Authority ("the Authority"), a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California and **VM Pool Service & Repairs, Inc.**, a **California Corporation** with its principal place of business at **40395 Firenze Court, Indio, CA 92203** ("Contractor"). The Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of the Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority desires to engage Contractor to render such services for the **POOL AND WATER FEATURE MAINTENANCE AND REPAIR SERVICES AT PALM DESERT HOUSING AUTHORITY PROPERTIES** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2025 to June 30, 2025, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of the Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Authority.

3.2.4 Authority's Representative. The Authority hereby designates **JESSICA GONZALES, HOUSING MANGER**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **VICTOR MONTERROSO, CEO** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with the Authority's staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or

omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of the Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection

with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City’s Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall “follow form” to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

(E) Fidelity Coverage. Contractor shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(F) Cyber Liability Insurance. RESERVED

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor, or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to the Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by the Authority attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by the Authority attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications

of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services. Unless expressly stated otherwise in the Special Conditions or Specifications, Contractor acknowledges that Work sites are occupied residential communities and that Work shall be completed in a manner that ensures minimal resident impact.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.

3.2.15.4 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours' notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.2.15.5 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours' notice prior to the creation of any condition affecting pedestrian paths of travel.

3.2.15.6 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state, and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of any local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.15.7 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by the Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period,

commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Ninety Five Thousand Four Hundred and 00/100 Dollars (\$95,400.00)** without written approval of the Palm Desert Housing Authority Board or Executive Director, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to the Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. The Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to the Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Deductions. The Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect the Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, the Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but

which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor

shall be compensated only for those Services which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, the Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

VM Pool Service & Repair, Inc.
40395 Firenze Ct.
Indio, CA 92203
Attn: **VICTOR MONTERROSO,**
PRESIDENT/CEO/SECRETARY/CFO

Authority:

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
Attn: **JESSICA GONZALES, HOUSING MANAGER**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of the Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CONTRACT NO. _____

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. Reserved

[SIGNATURES ON NEXT PAGE]

CONTRACT NO. HA48770

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND VM POOL SERVICE & REPAIRS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

VM POOL SERVICE & REPAIRS, INC.

Signed by:
By: L. Todd Hileman
L. Todd Hileman
Executive Director

Firmado por:
By: victor monterroso
Victor Monterroso
President/Secretary

ATTEST:

Signed by:
By: Anthony J. Mejia
Anthony J. Mejia
Secretary

957537
Contractor's License Number and
Classification

1000370072
DIR Registration Number (*if applicable*)

APPROVED AS TO FORM:

Signed by:
By: Isra Shah
Isra Shah
Best Best & Krieger LLP
Special Legal Counsel

City Clerk QC: MN
Initial

Contracts QC: JR

Insurance:

Initial
JR
Initial Review

Initial
CO
Final Approval

EXHIBIT "A"
SCOPE OF SERVICES

Routine Maintenance Services

Daily Pool and Spa Maintenance.

1. Perform daily cleaning and chemical balancing, including skimming, vacuuming, brushing, and emptying baskets.
2. Check and adjust chlorine, pH, and other chemical levels as required to maintain water quality.
3. Inspect and service pool pumps, filters, heaters, and other equipment to ensure proper operation.
4. Maintain detailed logs of chemical levels and work performed each day.
5. Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
6. On-site storage of chemical is prohibited; except as required to be kept on site by a health and/or safety regulatory body.

Daily Water Feature Maintenance

1. Conduct daily cleaning and maintenance of water feature at One Quail Place property.
2. Test and adjust water chemistry to maintain clarity and prevent algae growth.
3. Inspect and maintain pumps, lighting, and mechanical components for proper function.
4. Check for leaks or damage daily and report issues to the Housing Authority promptly.

Preventative Equipment Maintenance

1. Perform regular inspections of all equipment to identify potential issues.
2. Lubricate moving parts, replace seals, and clean or replace filters as needed.
3. Provide monthly report summarizing the condition of all pools, spas, and water feature.
4. Replace damaged or malfunctioning components, including pumps, motors, lighting, and control systems.

Emergency Repairs:

(BB&K 2019)

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1. Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.
2. Establish a 24/7 emergency contact protocol.

Repair Logging and Documentation

1. Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
2. Submit monthly repair reports to PDHA detailing all maintenance and repair activities.
3. Ensure that all repair logs are accessible to PDHA upon request for review and audit purposes.

Warranty Management:

1. Provide documentation of all warranties for parts and labor associated with repairs.
2. Manage warranty claims on behalf of PDHA, ensuring timely resolution and replacement of faulty components.
3. Maintain a record of all warranty information and provide updates to PDHA as warranties expire or are renewed.

Chemicals:

1. On-site storage of chemicals is strictly prohibited except as required to be on-site by a health and/or safety regulatory body.
2. Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

General Contract Scope of Services:

Proposer shall:

1. Provide the necessary manpower and equipment to maintain the Properties, at the level of maintenance and service defined by the Authority, for a period of six (6) months commencing on January 1, 2025.
2. Be responsible for the maintenance program and repairs of the Authority Properties.
3. Maintain all pools, spas, and water features to meet applicable Riverside County Health Department standards and any other applicable governing entity.
4. Inspect and maintain records on all pools, water features and equipment.

(BB&K 2019)

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5. Perform preventative maintenance on mechanical, electrical, and related equipment.
6. Provide appropriate equipment and labor for the execution of all maintenance activities.
7. The Authority reserves the right to inspect and/or approve any equipment used in this contract. If the Authority deems the equipment to be in disrepair or inappropriate to the task at hand, the Authority may require that the equipment be removed from the job site and replaced with a different piece of equipment.
8. Provide personnel fully trained and certified in all phases of pool and water feature maintenance and chemical acquisition activities for the Authority Properties.
9. Provide personnel capable of effective verbal communication with the Authority representatives. If the Authority deems personnel to be inadequate to accomplish the task at hand, the Authority may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the Services.
10. Remove debris caused by all maintenance activities on the same working day that such debris is accumulated unless otherwise stated.
11. Perform preventive maintenance and repairs of all aspects of the Authority pool and water feature systems and ensures that repairs comply with applicable manufacturer's specifications and procedures.
12. Maintain filter systems, inspect filter's proper flow rates; perform water quality tests, inspect fixtures for leaks, condition of equipment; conduct periodic maintenance; log appropriate data and maintain documentation.
13. Maintain, adjust, repair chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs, and skimmer checks.
14. Be knowledgeable of principles, standard practices, methods, tools, materials, and techniques required and the ability to maintain repair commercial swimming pool filtration systems, chemical pumps & control systems, heaters and other related equipment and structures.
15. Firm must demonstrate they have the skills and capability necessary to understand methods and techniques of water sterilization, chlorination, and pH balancing; occupational hazards and standard safety practices.
16. Have the knowledge and skills necessary to safely use hazardous chemicals; maintain, repair and diagnose problems relating to the pools at the Properties.
17. Be able to manage multiple priorities, interpret blueprints, plans, schematic drawings and manuals to determine proper operating conditions for all pools and water features.
18. Furnish all pool chemicals related to daily operations of the Authority pool and water feature.

(BB&K 2019)

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CONTRACT NO. HA48770

The repeated failure of any Firm to provide satisfactory service shall result in termination of Firm's contract for nonperformance. The Authority shall document failure to respond, and the Firm may not be permitted to participate in future contracts for these services.

(BB&K 2019)

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CONTRACT NO. HA48770

EXHIBIT "B"
SCHEDULE OF SERVICES

**PALM DESERT HOUSING AUTHORITY
REQUEST FOR VENDOR QUOTES
POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR**

**ATTACHMENT "B"
VENDOR QUOTE FORM**

VENDOR NAME: VM POOL SERVICES & REPAIR
ADDRESS: 40395 Firenze Ct, Indio, CA 92203
EMAIL: v.m.pool@hotmail.com
PHONE: (760) 343-8616

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

**Palm Desert Housing Authority
Pool, Spa, and Water Feature Maintenance and Repair**

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote.

Property	Type of Feature	Cost (Monthly)	Cost (6-month)
CALIFORNIA VILLAS 77-107 California Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
CANDLEWOOD 74000 Shadow Mountain Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
CARLOS ORTEGA VILLAS 77-915 Avenue of the States	(1) Swimming Pool	\$750.00	\$4,500.00
CATALINA GARDENS 73-600A Catalina Way	(1) Swimming Pool	\$750.00	\$4,500.00
DESERT POINTE 43-805 Monterey Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
LAGUNA PALMS 73875 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
LAS SERENAS 73-315 Country Club Drive	(3) Swimming Pools, (1) Spa	\$1,050.00each \$3,150.00	\$18,900.00
NEIGHBORS 73-535 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
ONE QUAIL PLACE 72-600 Fred Waring Drive	(4) Swimming Pools, (4) Spas (1) Water Feature	\$1,200.00each \$4,800.00	\$28,800.00

**PALM DESERT HOUSING AUTHORITY
REQUEST FOR VENDOR QUOTES
POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR**

TAOS PALMS 44-830 Las Palmas Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
THE PUEBLOS 73-695 Santa Rosa Way	(1) Swimming Pool	\$650.00	\$3,900.00

Total 6-Month Cost Proposal in Figures: \$ \$95,400 00

Total 6-Month Cost Proposal in Words: Ninety Five Thousand, Four Hundred Dollars
In the event of a conflict between the numbers written in 'figures', the 'words' shall control.

EXTRA WORK AND/OR EMERGENCY COST PROPOSAL

Extra Work and/or Emergency Notifications are subject to PDHA authorization. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

SERVICE	COST (HOURLY)
Response to emergency call out within 2 hours of notification	\$110.00 Per Hour
Repairs	\$90.00 Per Hour
Extra work not pertaining to normal maintenance service.	\$90.00 Per hour
Other <u>New Plaster, New Tile, New Plumbing</u>	\$150.00 Per hour / Each Person

Describe other extra work that should be included that is outside of routine maintenance:

SERVICE	COST
1. Clean filter, plus parts as needed per job.	\$90.00 Per Filter
2. Remove concrete	\$6.00 Each Square feet
3. Install New Concrete	\$22.00 Each Square Feet
4. Gunite or Gunite Repair	\$310.00 Yard

I hereby declare under penalty of perjury that the foregoing is true and correct.

Submitted By: _____ Title: _____
(Authorized Representative Signature)

Print Name: Victor Monterroso

Contractor's License Number and Classification: 957537 (C61/035:Pool & Spa Maintenance & C53: Pool Contractor)
DIR Registration Number: 1000370072

CONTRACT NO. HA48770

EXHIBIT "C"
COMPENSATION

CONTRACT NO. HA48770

EXHIBIT "D"
FEDERAL REQUIREMENTS
NOT APPLICABLE

PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: CELINA CABRERA, SENIOR MANAGEMENT ANALYST

SUBJECT: AUTHORIZE AN INCREASE OF \$80,000 TO NOT TO EXCEED AMOUNT FOR ADDITIONAL SERVICES FOR JOHN HARRISON CONTRACTING, INC.

RECOMMENDATION:

1. Authorize an increase of \$80,000 to the not to exceed amount for additional services for John Harrison Contracting, Inc., for Fiscal Year 2024-25 and Fiscal Year 2025-26 for a total amount Not to Exceed \$108,500 each fiscal year.
2. Authorize the Executive Director, or his designee, to take any necessary actions to facilitate and effectuate the actions taken herewith.

BACKGROUND/ANALYSIS:

John Harrison Contracting, Inc. (“JHC”) was awarded a maintenance services agreement with the Palm Desert Housing Authority for Heating, Ventilation, and Air Conditioning services following a competitive bid process. The agreement commenced on July 1, 2023, and is set for renewal on June 30, 2026. The Authority Board approved the agreement on June 22, 2023, for a total contract amount of \$218,500, 190,000 for regular maintenance services and \$28,500 for additional services. The requested additional service will increase the total contract to \$298,500, \$190,000 for regular maintenance and \$108,500 for additional services.

Due to an increase in unit replacements driven by equipment reaching the end of their lifespan, along with accelerated wear caused by critical weather events, the allocated \$28,500 has become insufficient. An increase in funding is necessary to accommodate the required additional services such as unit replacements, required repairs, and to ensure sufficient budget availability for emergency response. Additional services for emergency response are averaging \$283 per call, unit repairs average \$1,176, and unit replacements average \$7,026 each.

Regular maintenance services include one scheduled maintenance service on each HVAC unit a year. JHC regular maintenance includes checking and cleaning condenser and coil, blowing out components, tightening connections, lubricating moving parts, flushing condensation line, replacing filter, and checking the air flow.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

Appointed Body Recommendation:

The Housing Commission will review this recommendation at its regular meeting on February 12, 2025. Upon request, a verbal report will be provided at the Authority’s regular meeting on February 27, 2025.

FINANCIAL IMPACT:

This request will increase the Not to Exceed amount for additional services to \$108,500/year. Funds are available in the Housing Authority FY 2024-25 Annual Budget to cover this cost. There is no impact to the General Fund.

ATTACHMENTS:

1. Staff Report of June 22, 2023
2. Executed Agreement HA445510

PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: June 22, 2023

PREPARED BY: Celina Cabrera, Management Analyst

REQUEST: AWARD AGREEMENT FOR HVAC MECHANICAL SYSTEMS WITH JOHN HARRISON CONTRACTING, INC., IN AN AMOUNT NOT TO EXCEED \$190,000 PLUS CONTINGENCY

RECOMMENDATION:

1. Award Agreement for HVAC Mechanical Systems Services with John Harrison Contracting Inc. For a period of three years, plus two 1-year extensions at the Housing Authority residential rental properties, in an amount not to exceed \$190,000 annually plus \$28,500 for 15% contingency.
2. Authorize RPM Company, the Housing Authority's contracted management company, to monitor the Agreement and authorize additional services within the contingency amount as determined to be necessary due to emergency actions and/or to proactively respond to the needs of the Properties.
3. Authorize the Executive Director to execute the Agreement and any documents necessary to effectuate the actions taken herewith and amend the terms as may be necessary.

BACKGROUND/ANALYSIS:

The Palm Desert Housing Authority ("Housing Authority") owns 15 affordable residential housing properties ("Properties") in the City and accounts for 1,114 apartment units. The day-to-day operations of the Properties are contracted with the property management group, RPM Company. The current contract term for HVAC Mechanical System Service at the Properties expires on June 30, 2023, and there are no remaining renewal options.

On February 16, 2023, Staff issued a Request for Proposal ("RFP") as required by Palm Desert Municipal Code 3.30.100 on the City's online bid management provider, "OpenGov" and a "Notice Inviting Proposals" was published in the Desert Sun newspaper on February 16, 2023, and February 23, 2023. A mandatory pre-submittal meeting was held on March 1, 2023. Three responses were received by the RFP deadline of March 17, 2023:

Company	Annual Cost Proposal	Criteria/Category Proposer Scored the Lowest on	Overall Evaluation Score (out of 100)
Western Air Cooling & Heating	\$197,000	Not a registered contractor with Department of Industrial Relations (DIR) nor an approved contractor to energy saving programs such as SCE and Gas Company.	79.33
MEP Solutions	\$218,500	Did not demonstrate experience with	48.33

Palm Desert Housing Authority
 Housing Authority- John Harrison Contracting, Inc. Maintenance Services Agreement

		multifamily properties in the proposal or through references. Did not demonstrate qualifications of proposer and key personnel. Not an approved contractor to energy saving programs such as SCE and Gas Company. Cost Proposal notes that cost is not inclusive of parts or diagnosing labor time of failed units.	
John Harrison Contracting, Inc.	\$300,000	Overall Cost Proposal	85.67

Pursuant to Palm Desert Municipal Code 3.30.140, Staff evaluated all responses in comparison to the evaluation criteria published in the RFP. After conducting interviews with the top two ranked proposers, John Harrison Contracting Inc. (“JHC”) demonstrated to be the most qualified respondent and best overall value for services demonstrated through their proposal, experience, and past performance. JHC has serviced the Housing Authority Properties for the past ten years.

JHC is an approved Southern California Edison (“SCE”) vendor as well as Southern California Gas Company Energy Savings Assistance Program Contractor, and an approved weatherization contractor for both the State of California Department of Community Services and Development as well as with Community Action Partnership of Riverside. JHC’s involvement and leveraging resources of utility companies and government agencies offers value in the future, as it has in the past, to extend applicable discounted services to the Housing Authority and our residents. Additionally, JHC is a registered contractor with the Department of Industrial Relations (DIR) and is familiar with the required prevailing wage requirements.

In past HVAC agreements, there was not a provision for routine service and maintenance of the units because SCE had a program that encompassed this task at no charge to the Authority. The SCE program is currently unfunded and therefore the RFP was written with a requirement of two routine maintenance services on all units each calendar year. After receiving the cost proposal and data of service calls over the past 12 months, Staff determined that service of the units once a year will be sufficient. Staff contacted JHC and asked for a revision of their cost proposal to include service of all units once a year, rather than twice.

Revised Cost Proposal	
John Harrison Contracting, Inc.	\$190,000

Staff recommends the award of a three-year General Services Agreement in an annual amount not to exceed \$218,500 (includes an annual cost of \$190,000 and \$28,500 for 15% contingency) to John Harrison Contracting, Inc. and authorize RPM company to monitor the Agreement and authorize additional services, as determined to be necessary due to emergency actions and/or to proactively respond to the needs of the Properties. Additional Services include unit repairs and unit replacements beyond that which is already included in the proposal, and other emergency service responses that may be required. At the expiration of three years, the Authority reserves the right to extend the Agreement for two additional one-year terms.

Commission Recommendation:

The Housing Commission will review this recommendation at its regularly scheduled meeting on June 14, 2023. Upon request a verbal report will be provided.

FINANCIAL IMPACT:

The fiscal impact of this request is the annual cost of the Agreement in an annual amount not to exceed \$218,500. Funds have been budgeted in the proposed FY 2023-2024 contract services operating budget allocated within each of the 15 Housing Authority Properties. Future years are contingent upon appropriation.

REVIEWED BY:

Department Director:	<i>Eric Ceja</i>
Special Counsel to Housing Authority:	<i>Craig Hayes</i>
Finance Director:	<i>Veronica Chavez</i>
Assistant City Manager:	<i>Chris Escobedo</i>
City Manager:	<i>Todd Hileman</i>

ATTACHMENTS:

1. Maintenance Services Agreement
2. John Harrison Contracting Proposal
3. John Harrison Contracting Revised Cost Proposal

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **22nd day of June , 2023**, by and between the **Palm Desert Housing Authority (“ the Authority”)**, a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California and **John Harrison Contracting, Inc**, a **California Corporation** with its principal place of business **1143 West Lincoln Street, Suite 2, Banning, CA 92220** (“Contractor”). The Authority and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of the Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority desires to engage Contractor to render such services for **Heating, Ventilation, and Air Conditioning Mechanical Systems Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023 to June 30, 2026**, unless earlier terminated as provided herein The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **two additional one-year terms**. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of the Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Authority.

3.2.4 Authority's Representative. The Authority hereby designates **Jessica Gonzales**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Mauricio Blanco**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with the Authority's staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Dollars per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies; and

(d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

(E) Fidelity Coverage. Reserved

(F) Cyber Liability Insurance. Reserved

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

(G) Pollution Liability Insurance. Reserved

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor, or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to the Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by the Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by the Authority in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total

compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by the Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety Thousand Dollars (\$190,000)** without written approval of the Palm Desert Housing Authority Board or Executive Director, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to the Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. The Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to the Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver

of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.2.1 Retainer. From each approved progress estimate, five percent (5%) will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish the Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by the Authority.

3.3.3 Deductions. The Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect the Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, the Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment

of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, the Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

John Harrison Contracting, Inc.
1143 West Lincoln Street, Suite 2
Banning, CA 92220
Attn: Mauricio Blanco

Authority:

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
Attn: Housing Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of the Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance

proceeds, if any, received by the Contractor, the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. Reserved

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND JOHN HARRISON CONTRACTING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

JOHN HARRISON CONTRACTING, INC.

By: _____
L. TODD HILEMAN
EXECUTIVE DIRECTOR

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

Its: _____

Printed Name: _____

By: _____
ANTHONY J. MEJIA
CITY CLERK

Contractor's License Number and
Classification

APPROVED AS TO FORM:

DIR Registration Number (*if applicable*)

By: _____
BEST BEST & KRIEGER LLP
AUTHORITY ATTORNEY

QC: _____

Insurance:

Initial

Final

Contract No. _____

EXHIBIT "A"
SCOPE AND SCHEDULE OF SERVICES

Contract No. _____

EXHIBIT "B"
COMPENSATION

Contract No. _____

EXHIBIT "C"
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Palm Desert Housing Authority (hereinafter referred to as "Authority") has awarded to John Harrison Contracting, Inc., (hereinafter referred to as the "Contractor") _____ an agreement for Heating, Ventilation and Air Conditioning Mechanical Services (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 1, 2023, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Authority in the sum of ONE HUNDRED AND NINETY THOUSAND DOLLARS, (\$190,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the Authority, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Authority from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Authority's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the Authority to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Authority's option:

Exhibit C-2

(BB&K 2019)

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- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Authority, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the Authority to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the Authority under the Contract and any modification thereto, less any amount previously paid by the Authority to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Authority may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Authority, when declaring the Contractor in default, notifies Surety of the Authority’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Exhibit C-3

(BB&K 2019)

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Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Exhibit C-4

(BB&K 2019)

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Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s)
 - Limited
 - General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

Exhibit C-6

(BB&K 2019)

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Palm Desert Housing Authority (hereinafter designated as the "Authority"), by action taken or a resolution passed June 22, 2023 has awarded to John Harrison Contracting, Inc. hereinafter designated as the "Principal," a contract for the work described as follows:

Heating, Ventilation and Air Conditioning Mechanical Services (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated June 22, 2023 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of One Hundred Ninety Thousand Dollars (\$190,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

Exhibit C-7

(BB&K 2019)

Contract No. _____

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Exhibit C-8

(BB&K 2019)

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Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, 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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s)
 - Limited
 - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Exhibit C-10

(BB&K 2019)

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Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20__, before me, _____, Notary Public, personally appeared _____, 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 the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



Heating, Ventilation, and Air Conditioning Mechanical Systems Services Proposal

PALM DESERT HOUSING AUTHORITY 2022-RFP-177
JOHN HARRISON CONTRACTING, INC



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COVER LETTER

Dear Palm Desert Housing Authority,

Ensuring that Palm Desert Housing Authority (“Authority”) residents, which primarily consist of seniors and fixed income tenants, have access to conditioned air is vital. The residents live in an area where the temperatures during the summer soar over 110 degrees and dip near freezing in the winter – proper operation and extending the life expectancy of existing and new qualified Heating, Ventilation, and Air Conditioning (HVAC) units is critical and can be accomplished through proper installation and maintenance.

The Authority issued a Request for Proposal (RFP), seeking the most qualified HVAC Company to service, replace, and maintain the HVAC equipment for its properties. The Authority will award a contract to a service company that is cost effective, and has the experience, knowledge, and skillset to install and service HVAC units according to California and manufacturer’s standards, resulting in energy and bill savings to tenants, and cost savings to the Authority by minimizing the need to replace the equipment prematurely.

John Harrison Contracting (JHC), Inc., a certified minority owned company, registered with the Department of Industrial Relations, has proven experience achieving the high standards sought out by the Authority. With over 35 years of experience, including ten years servicing the properties owned by the Authority, JHC has assisted thousands of households improve their quality of life and save money by repairing, maintaining, and replacing old inefficient HVAC systems with new high-efficiency units in the counties of San Bernardino and Riverside. JHC has continuously achieved its contractual obligations by delivering timely, quality, and professional services. As a result, JHC’s clients, which include Southern California Edison Co, Southern California Gas Co, the State of California, and RPM Company have continuously extended and expanded JHC’s role in their HVAC service and replacement plans.

On behalf of the management team and staff at JHC, we thank you for the opportunity to submit a proposal to service the public housing properties in the city of Palm Desert. We believe our proposal meets or exceeds the RFP requirements and our years of experience in this industry including servicing the Authority’s properties for the past four years, our ability to leverage the utility’s energy efficiency programs, and economies of scale leveraging opportunities with suppliers and distributors will demonstrate we are highly qualified to perform the services outlined in the RFP.

Should you have any questions regarding the RFP response, including JHC’s extensive experience, our company’s green initiatives, safety and social responsibility programs, or the job creation strategy, please do not hesitate to contact me at (760) 322-2653.

Sincerely,

Mauricio Blanco,
President and CEO, JHC, Inc.



EXPERIENCE AND TECHNICAL COMPETENCE

Background

JHC'S SUMMARY OF BENEFITS TO YOU

- A small, yet strong business that offers you personalized service that can deliver services with the capacity of a large corporation
- Over 35 years providing HVAC services to Coachella Valley residents
- Main office is located within 45 miles of the RFP facilities
- HVAC technicians are in the Coachella Valley
- Approved SCE Energy Savings Assistance Program contractor
- Ability to leverage existing utility resources and programs to extend free and discounted services to the Authority and its residents
- Ability to leverage economies of scale opportunities to offer high quality HVAC equipment and other appliances at the lowest possible cost
- Key personnel have demonstrated experience servicing the Authority's properties
- JHC is a certified Diverse Business Enterprise registered with Department of Industrial Relations (DIR)

John Harrison Contracting (JHC), Inc., a Minority Business Enterprise was established in 1987 to help households in the counties of Riverside and San Bernardino address their energy conservation and cooling needs. With over 35 years of experience, JHC has delivered energy efficiency services to thousands of households under contract by the southern California utilities, the State of California, and Public Housing Authority for various Coachella Valley communities.

In its 35 years, JHC has continuously achieved its contractual obligations by delivering timely, quality, and professional services. As a result, JHC's clients have continuously extended and expanded JHC's role in their energy efficiency program plans. JHC has extensive experience in conducting energy-efficiency program services that target single and multi-family dwellings, as well as mobile homes, including those occupied by low-income families.

SERVICES INCLUDE:

- Marketing, Outreach, and Enrollment
- Central air conditioner and heat pump, installation, replacement and recycling
- Forced air furnace repair, installation, and replacement
- Duct testing and Sealing
- Appliance installation, replacement and recycling
- Packaged Terminal and Ductless System Installation, replacement and recycling
- Window or wall air conditioner / heat-pump installation, replacement and recycling
- Window or wall evaporative cooler installation,
- Weatherization services



At JHC, we are honored to be working alongside utilities, the State of California, and their partners in these fundamental energy efficiency programs that help improve the lives of many, including senior and low-income households. Through these collaborations with utilities and local governments, JHC is dedicated to help residents save on their monthly utility bills and at the same time, contribute to the improvement of our environment by delivering/installing high quality, high-efficiency HVAC equipment, appliances, and lighting devices.

MISSION STATEMENT

To offer best in class customer service and to deliver high quality energy-efficiency solutions to help families improve their quality of life.

WORK ENVIRONMENT

JHC's management team is committed to actively promote a healthy work environment that supports and fosters employee growth and work-life balance, while maintaining excellent relationships with all its clients.

There is mounting evidence that unhealthy work environments contribute to high attrition rates, low productivity, and ineffective communication methods that lead to conflict and stress amongst key personnel and clients. JHC's plan to promote and sustain a healthy work environment revolve around five basic principles, which include Communication, Collaboration, Effective Decision Making, Active Leadership, and Meaningful Recognition.

The creation of healthy work environments is imperative to ensure employee retention to secure and sustain the appropriate staffing levels of a skilled workforce.

FACILITIES

JHC's facilities currently include a 2,000 sq. ft. office and a 16,000 sq. ft. warehouse in the city of Banning located within the 45 miles of the facilities to be serviced.

BACKGROUND CHECKS

JHC conducts a background check on all its employees utilizing a service from an industry leader in pre-employment screening services.

The background check evaluates items such as criminal, civil, and DMV record, as well as a drug screening. Additionally, certain employee classifications are required to obtain a Home Improvement Sales Registration (HISR) number from the California State Licensing Board, which also conducts a thorough background check utilizing LiveScan.

SAFETY STANDARDS

JHC employees and management team have set safety as the top priority for the company. We foster a safe work environment through communication, providing the right tools, and empowering employees to take action. We require that all employees and partners plan and conduct all work in a manner that is consistent with the safety of persons and property, and in compliance with reasonable and safe working practices and with applicable federal, state and local laws. JHC maintains a safety program, including but not limited to Injury and Illness Prevention Program, Heat Illness Prevention, and onsite safety training.



GIVING HEARTS

JHC and its employees have one common vision, to enhance the quality of life of those around us through the services we offer and through our employee volunteer program. We recognize giving back to our communities and families in need is the right thing to do – and we enjoy doing it. Through our Giving Hearts employee program, we engage in activities to promote a healthy environment by helping families in need, with the goal to encourage strong moral standards amongst our communities.

Through Giving Hearts, we have supported our communities by offering

- Supplies, material, and labor to retrofit homes,
- Financial assistance to local schools, Wounded Warrior Projects, and St Jude Hospital,
- Hundreds of shoes to less fortunate students,
- Blood drives, and
- Funds for holiday dinners and gifts to less fortunate families identified throughout the year by our field staff through the service delivery process.

Our approach is simple; help those in need in any way possible, because any assistance, even if small can make a big difference. We hope our efforts inspire others to help someone today.

LICENSING AND DIR CONTRACTOR REGISTRATION

INSURANCE AND BONDS

JHC currently performs services for the Authority and RPM Company, and complies with the Authorities insurance and bond requirements. Upon request, JHC will immediately provide the documentation required by the Authority.

LICENSING AND REGISTRATION

- California State Contractors License # 697530
 - B - General Building Contractor
 - C20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor
 - C38 – Refrigeration Contractor
- Environmental Protection Agency – Lead Certification # NAT-124914-1
- Environmental Protection Agency – Refrigeration Certification # 1041945552641831M
- Department of Industrial Relations Registration # 1000014886
- Supplier Clearinghouse –
 - Certified Minority Business Enterprise – VON:9FN00107

CONTACT INFORMATION

JHC, Inc
 Mauricio Blanco
 1143 W Lincoln St, Ste 2
 Banning, CA 92220
 760-322-2653
MJB@jhcontracting.com



REFERENCES

John Harrison Contracting, Inc has considerable experience in servicing, maintaining, and installing HVAC equipment and related services including servicing of warranties, managing ratepayer funded programs, securing competitive prices on equipment and appliances, performing workforce and technical training, and applying administrative controls. We have serviced tens of thousands of households over the past 35 years and have done so in a timely and diligent fashion.

The table below includes professional references.

Company Information	Work Description
<p>State of California - Department of Community Services & Development Charles Belk – Deputy Director 2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 (916) 576-7212 Charles.Belk@CSD.CA.GOV</p>	<p>Under contract for the Low-Income Weatherization Program, conduct outreach, enrollment, assessment, energy modeling, and delivery of services, inclusive of HVAC and HVAC Maintenance to hundreds of households located in Riverside and Imperial counties.</p>
<p>Southern California Gas Co Mark Aguirre – Program Manager 555 W 5th St Los Angeles, CA 90013 (213) 231-5399 Maaguirre2@socalgas.com</p>	<p>Under contract for the ESA Program, conduct outreach, enrollment, weatherization services, and tune, repair, and replace gas furnaces to thousands of households located in Riverside and San Bernardino counties.</p>
<p>Southern California Edison Rose Solidum – Manager 2244 Walnut Grove Ave Rosemead, CA 91770 (626) 302-0755 Rosette.solidum@sce.com</p>	<p>Under contract for the ESA Program, conduct outreach, enrollment, assessment, and delivery of services, inclusive of HVAC replacement and maintenance to thousands of households located throughout SCE’s service territory.</p>
<p>Community Action Partnership of Riverside County Alan Reid – Program Manager 2038 Iowa Ave. Suite B-101 Riverside, CA 92507 (951) 955-5516 areid@capriverside.org</p>	<p>Deliver services for the Weatherization Assistance Program, inclusive of HVAC replacement and maintenance to hundreds of low-income households located throughout Riverside County.</p>



FIRM STAFFING AND KEY PERSONNEL

STAFFING

JHC staffs over 50 employees, including 25 field service representatives, two field supervisors, and two quality assurance specialists. Employees are located throughout JHC’s service area, including HVAC technicians located in the Coachella Valley.

JHC is proud of its collaborative with local colleges to establish a workforce development plan for local residents. The colleges offer a HVAC certification and upon successful completion of the course, the college and JHC engage in externship opportunities for its graduates.

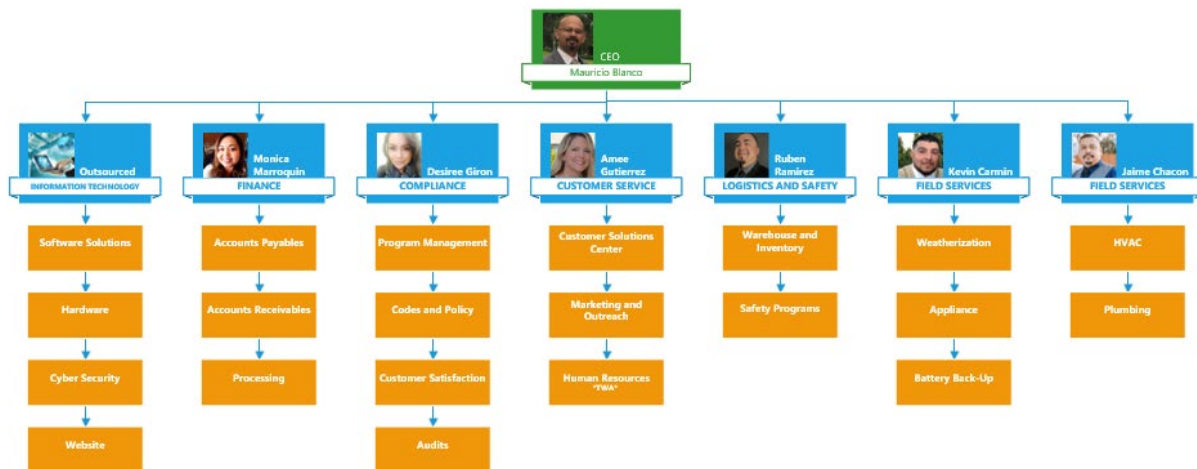
JHC’s will leverage all its resources to service the Authority properties and during key months of the year, will dedicate office and field personnel to respond to service request from facility managers. Additionally, if workload demands, JHC has the capacity to hire additional resources, including the ability to immediately add service trucks and equipment to service the Authority’s properties in a timely manner.

Key Personnel	Roles, Responsibilities, and Experience
<p><i>Jaime Chacon</i> Manager, HVAC Operations</p>	<p>Jaime will develop and implement key deliverables to support day-to-day activities of the HVAC Technicians, including SOPs, technical training, and day-to-day oversight. Jaime brings over 15 years of leadership and HVAC experience, and five years of ESAP experience.</p>
<p><i>Linda Jasso</i> Supervisor, Customer Solutions Center</p>	<p>Linda oversees our Customer Solution Center who is responsible for addressing all customer inquiries and scheduling installation appointments. She brings over 11 years of experience coordinating services to high level clients. Linda serves as the Single Point of Contact for Authority property managers.</p>
<p><i>Mariano Carrillo</i> HVAC Technician</p>	<p>Mariano brings over 25 years of HVAC experience. As a senior technician, Mariano has been servicing the Authority properties for over 10 years.</p>
<p><i>Damien Lopez</i> HVAC Technician</p>	<p>Damien brings over 10 years of HVAC experience. He is a lead HVAC Technician with five years of experience servicing the Authority properties.</p>

KEY PERSONNEL

TEAM ORGANIZATION

JHC employs an organizational structure that will deliver timely, efficient and cost effective services. By employing an organizational model that is data driven, lean, agile, and easily scalable, JHC’s staffing plan maximizes our team’s deep and extensive experience servicing residential customers. JHC can quickly ramp up and begin program activities to ensure we meet expectations. We have in-house professionals who have the capabilities to support all levels of our organizational structure to ensure program success.



Key Personnel	Roles, Responsibilities, and Experience
<p>Mauricio Blanco President and CEO</p>	<p>Mauricio will guide the leadership team in formulating vision and strategic direction to successfully implement activities to support programs and fulfill contractual obligations. He will direct the leadership team to identify and correct critical problems and to overhaul and improve operating processes and systems to increase efficiencies. Mauricio brings over two decades of organizational management, marketing, and low-income energy-efficiency industry experience.</p>
<p>Monica Marroquin Chief Financial Officer</p>	<p>Monica will oversee the tracking of invoicing and payment processes. She will prepare and review budget, expense, invoices, and other accounting documents. Monica oversees the Finance Team which is responsible for processing and invoicing. Monica brings over 20 years of technical assistance and training, applying unique skills, knowledge, and experience of accounting policies and procedures.</p>
<p>Amee Gutierrez Manager, Customer Service Organization</p>	<p>Amee directs a customer service department responsible for scheduling more than 14,000 appointments and resolving 40,000 customer interactions annually. Amee has over ten years of experience directing a diverse staff working with utility and state energy efficiency programs. She is an innovative strategist with a proven ability to create policies/procedures and lead a team to consistently goals.</p>



Jaime Chacon Manager, HVAC Operations	Jaime will develop and implement key deliverables to support day-to-day activities of the HVAC Technicians, including SOPs, technical training, and day-to-day oversight. Jaime brings over 15 years of leadership and HVAC experience, and five years of ESAP experience.
Kevin Carmin Supervisor, Weatherization and Appliances	Kevin will develop and implement key deliverables to support day-to-day activities of the Field Specialists, including SOPs, technical and NGAT training, and day-to-day oversight. Kevin brings over 10 years of experience and has served as QC Inspector, HVAC Technician, and Supervisor.
Linda Jasso Supervisor, Customer Solutions Center	Linda oversees our Customer Solution Center who is responsible for addressing all customer inquiries and scheduling installation appointments. She brings over 11 years of experience coordinating services to high level clients. Linda serves as the Single Point of Contact for Authority property managers.
Desiree Giron Supervisor, Compliance Department	Desiree oversees the Compliance Department that is responsible for ensuring all departments comply with contractual obligations, policies, guidelines, local and state code. She brings over eight years' experience working with in the energy efficiency industry.
Jordon Scott Coordinator, Field Compliance	Jordon conducts quality and compliance control inspections. He serves as the JHC code expert working directly with Building Departments and other stakeholders to learn and apply code. Jordon has over 10 years of experience working in the in the HVAC industry and is currently BPI and HERS certified.

PROPOSED METHOD TO ACCOMPLISH THE WORK

JHC has been servicing the Authority’s facilities under contract and through the utilities’ ESA Program since 2013. During this timeframe, JHC has replaced hundreds of HVAC units at minimal cost to the Authority. The scheduling and planning of the work to be completed is as important as the actual replacement of the equipment in order to minimize disruption to the residents and property management team. Our single point of contact, Linda Jasso, has over 10 years of experience managing large projects and works directly with the RPM property managers or a designee to plan the work.

Typically, our Field Technical Supervisor (FTS) who has over 10-years’ experience installing, servicing, and maintaining HVAC equipment or our Lead Technicians will diagnose and repair the equipment at the Authority’s facilities. Allowing our staff to become well versed on the facilities and the equipment, resulting in timely resolutions to most service needs.

After completing the diagnostic, unless otherwise indicated by the Authority or its designee, JHC will submit its findings, recommendations, and quote before proceeding with the work. JHC will continue utilize its two-man crews to complete the work. Each crew has a lead technician who typically has over 10 years’ experience. The work at the Authority’s properties will continue to be monitored for quality by the FTS and Quality Control Specialist.



The work will continue to be conducted within the rules adopted in the Palm Desert Municipal Code Section 9.24.070 or according to the Authority or RPM Company standards. JHC plans to utilize the procedures listed in Appendix A, approved by RPM Company.

CUSTOMER SERVICE

JHC services a diverse customer base that includes low-to-middle income, disabled, and non-English speaking customers. Our customer service representatives and field representatives receive annual customer service and sensitivity training to ensure we provide high quality customer service to all customers. Each field crew, as well as the customer service representatives have the ability to communicate with customers in Spanish and English. JHC works with a translation service company for individuals who need assistance in languages other than English and Spanish.

JHC clients and/or customers will contact JHC directly for any HVAC service. A representative will attempt to troubleshoot the potential issue over the phone, and if the issue cannot be resolved, the representative will dispatch a technician to diagnose the equipment.

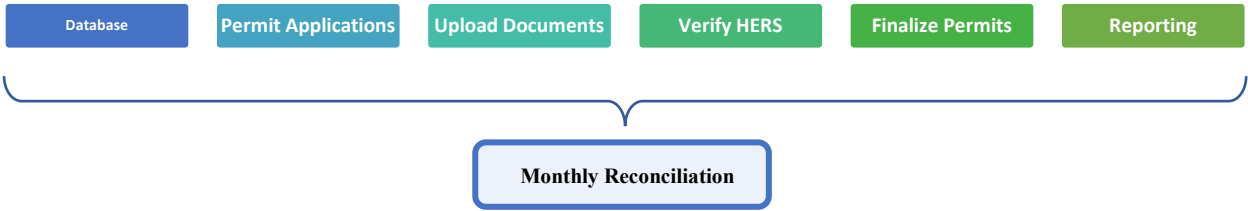
QUALITY CONTROL

JHC’s compliance group monitors quality, as well as compliance with specific client requirements and local code. The Field Technical Supervisor and Quality Control Specialists monitor the quality of the work performed at the time of installation and post installation. Post installation quality control efforts are typically done on the same day of the visit to minimize disruption to customers and only with customer’s prior approval.

The compliance group also monitors the quality of all paperwork to ensure the information is accurate, and that we have account for all required documentation, including city or county permits, and HERS verification. To ensure all units meet JHC’s quality requirements, JHC requires that all installations are verified by a third party HERS rater. Service information is filed in a secure manner to ensure customer and/or client information remains confidential.

Utilizing lessons learned and best practices, JHC has implemented controls to its permit process to ensure compliance with RPM’s requirements. At every step of the process, our Finance Department verifies and reconciles all permit activity to ensure data is accurately tracked and reported. Additionally, the backup documentation is uploaded to JHC’s database for all jobs.

The following section describes the steps JHC has implemented to ensure compliance.





a. Internal Database

Our internal system includes workflow step driven controls to ensure all steps are verified; preventing the job to proceed without first completing the dependent step. Additionally, the database will generate alerts and tasks to Supervisors/Managers if a deadline is nearing or missed. This would include an alert when the permit is nearing expiration to ensure action is taken to finalize the permit or seek an extension. If an item reaches a second notice, the system will generate a task to the Supervisor/Manager requiring they update the database with the action taken to address the task.

b. Permit Applications

Permit applications are scanned and digitally stored for record keeping. The pertinent information from the application is captured in our internal database and utilized for both tracking and reporting.

c. Permit / Job Cards / Receipts

Each document is scanned and digitally stored in our internal database. Additionally, our Finance Department verifies all documents have been correctly captured and uploaded prior to invoicing for any job.

d. HERS Verification

100% of all jobs requiring HERS verification will be confirmed against the corresponding HERS provider's database by the Permit Coordinators. The CFR forms will be downloaded from the provider's database and uploaded to our internal database.

e. Finalizing Permits

JHC utilizes Field Compliance Coordinators (FCC) to coordinate the final inspection with the customers and building inspectors. Upon confirming the inspection passed, the coordinator will update our internal database and upload the backup documentation.

Additionally, the FCC will track any jobs requiring the completion of corrective action to meet building code. This information is captured in our database and utilized by the Compliance Department to identify areas of deficiency and conduct root-cause analysis. Any deficiencies, whether at the department or employee level are communicated to the leadership team, along with a proposed plan for correction, which may include training, and/or changes to JHC's internal procedures.

f. Reporting

JHC's database includes dashboards and reports with an automatic report generation function. Dashboards and reports are available to view all jobs requiring permits, the status of each permit, status of HERS verification, upcoming expiration dates, and other key compliance items. The database tracks and reports on a real-time basis and generates weekly reports that it emails to key stakeholders to provide a holistic view of all permits and their respective status to ensure the proper action is taken to remain within compliance.



REGULAR MAINTENANCE PLAN

The efficiency of a Central Air Conditioner begins to degrade after the first year of installation, and continues to lose efficiency every year after if not properly maintained. Failure to keep the units tuned up and maintained may affect the units expected lifespan and reduce the unit’s efficiency; resulting in higher utility bills and repair costs.

JHC is proposing a maintenance plan to keep air conditioners operating at peak efficiency, ensure continued operation throughout the unit’s expected life span, improve health and comfort, and to educate the tenants on operation efficiency.

JHC proposes to perform semi-annual maintenance services to central AC units in working condition that are free of major defects, at the Authority’s properties with central HVAC equipment.

PROPOSED PROCESS (HIGH-LEVEL)

- JHC will utilize its tracking database to monitor, track, and schedule service
- JHC will work directly with the onsite property managers to schedule the appointments
- During the 1st and 3rd quarter of each year (or as requested by the Authority or its designee), JHC will provide the RPM team a maintenance schedule for each participating complex
- RPM/property managers will notify each tenant with sufficient notice to guarantee JHC technicians access to the AC equipment
- JHC will begin performing maintenance during the 2nd and 4th quarter of each year to prepare the units for the cooling and winter season.

DESCRIPTION OF MAINTENANCE WORK

HVAC Unit		Education	
<ul style="list-style-type: none"> • Check and clean condenser and coil • Check and clean blower components • Check and tighten electrical connections • Lubricate all moving parts • Inspect and flush condensate line • Inspect and replace filter 	<ul style="list-style-type: none"> • Check air flow • Check temperature drops • Check start components • Check motor amps • Check compressor amps • Check pressure controls • Check gas connections • Check refrigerant level • Check unit for leaks • Check t-stat operation 	<ul style="list-style-type: none"> • T-stat temp settings • Filter replacement • Other cooling / heating methods 	
		Thermostat	
		<ul style="list-style-type: none"> • Check Operation 	
		Optional – Duct System	
		<ul style="list-style-type: none"> • Test • Seal as applicable 	

PLAN FOR ON-CALL AND EMERGENCY SERVICES

JHC recognizes the urgency of repairing inoperative units during the extreme climate periods. We will make every effort to resolve these matters in a timely fashion to reduce any health and comfort risks. Because of the complexity of HVAC equipment, we strongly recommend contacting us via telephone. However, clients will have the option to email our service center.



JHC will leverage its existing infrastructure that allows clients access to its on-call technician by contacting our office and selecting the emergency after-hours service phone prompt. When making that selection, the caller will be routed directly to our technician who can provide immediate assistance or if unavailable, can call back the caller. JHC will make every effort to return all calls within 60-minutes of receiving the call.

In case of emergencies, JHC will make every effort to offer same day resolution to inquiries received before 10:00 a.m. and in situations where it is not possible, the inquiry will be scheduled within 24-hours after the client speaks to the representative, except when requested by the client/customer. If the unit cannot be repaired within a reasonable period (e.g. requires specialty parts), JHC will collaborate with the client to set-up temporary cooling solutions to the home until the unit is repaired.

LEVERAGING UTILITY AND STATE PROGRAMS

Energy efficiency programs date back to the energy crises of the 1970s, when soaring energy prices led utilities to promote energy conservation so customers could reduce their energy consumption to lessen the impact of the higher energy rates. The programs have grown significantly since their introduction back in the 1970s; today energy efficiency is recognized worldwide as a key and valuable energy resource.

JHC is honored to be working alongside utilities, the State of California, and their partners for over 35-years in these fundamental energy efficiency programs that help improve the lives of many, including senior and low-income households. JHC is proud to be an authorized HVAC replacement contractor for SCE's ESA Program that offers HVAC replacement services at no cost to applicants.

The leveraging of the ESA program reduces the cost to the Authority when replacing HVAC systems and has resulted in hundreds of thousands in savings for the hundreds of systems that JHC has replaced at the Authority's properties.

Through these long-standing relationships, the Authority can observe cost savings through:

- Utility / state rebates for high efficiency HVAC equipment, when funds available
- Leveraging
 - Receive other services through the ESA Program services, such as free refrigerators, lightbulbs, and weatherization
 - Obtain rebates for Multi-family buildings offered by the utilities and state of California
 - Observe cost savings through JHC's volume purchasing power resulting in economies of scale discounts for high quality HVAC equipment and appliances
 - Replace furnace at minimal costs at the time of air conditioner replacement to avoid future labor, permit, and Title 24 charges

APPENDIX A

PROCEDURES FOR DELIVERING SERVICES TO AUTHORITY PROPERTIES

1. When applicable, JHC will schedule service with no less than 48-hour notice to the property manager.
 - a. Our single point of contact will notify the Property Manager verbally and via e-mail
2. When first arriving, JHC trucks will make an effort to find a visitor parking spot. If one is not available, the crew will locate an alternate parking location near the work site. They will avoid blocking access to the trash or other public areas.
3. The crew lead (“Lead”) will notify the property manager or representative (“Rep”) of their arrival. If not parked in a visitor location, the Lead will obtain the Rep’s approval for the parking location.
4. The Lead will notify the Rep of the unit(s) JHC will service and wait for the Rep to arrive at the location before entering the customer premises. The Lead will contact the Rep at (_____). The Rep will be available between ____ a.m. and ____ p.m. on the date of the service appointment. Unless authorized, The Rep must be present before the JHC crew can enter the customer’s residence.
5. With the Rep present, The Lead will introduce themselves and the company to the customer and will briefly explain the reason for the visit. The Lead will only communicate information related to the program or the work to the customer. If the customer raises any concerns unrelated to the program or installation, the Lead will instruct the customer to contact the office.
6. Upon receiving permission to enter the premises, the Lead will
 - a. Provide further details about the work and approximate time it will take to complete the work
 - b. Notify the customer of which rooms in the home the crew will enter to conduct the work and the reason for entering the room(s)
 - c. Conduct a walk-through with the customer and the Rep of the area(s) where the work will be conducted
 - d. Notify the customer and Rep of any existing damage to the customer’s property, including any stains to carpet, furniture, etc.
 - e. If the customer has any valuables exposed, such as money, jewelry, or medication, the Lead will instruct the customer to secure the item(s) before starting the work.
 - i. If the customer refuses to secure the items, the crew will remove themselves from the premise and will immediately notify the JHC office.
 - f. The crew will not enter any area of the residence where they will not conduct any work.
 - g. The crew will prepare the work area as normal (tarps, clear path, etc)
7. Upon completing the work and prior to leaving the premises, the Lead will
 - a. Contact the Rep
 - b. Conduct a walk-through of the area(s) where the crew worked with the customer and the Rep
 - c. Will note, on the service form “Final walk-through approved” and obtain the customer’s initials next to the note.
 - i. If the customer has any concerns, the Lead will immediately notify the JHC office
 - d. Advise the customer that the work is complete and that the crew will be leaving the premises.

In addition, to minimize potential scheduling mishaps, we will notify you of the schedule via e-mail for the units we will service each week.

HVAC Mechanical Systems Services
 Cost Proposal Form
REVISED TO ONE MAINTENANCE SERVICE A YEAR

1. Replacement Costs

The following table shall be used to state the costs **PER UNIT** to replace and maintain the identified HVAC Mechanical Systems units ("Unit") at each Property. **Costs shall be inclusive all direct and indirect costs.** Complex's that do not have a unit count should be assumed to be a single unit. *Be sure to include permit and testing fees in the cost listed per Unit.*

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Lump Sum
1.	Catalina Gardens 72 Apartments 77 Units	Heat Pump	2 Ton	15	\$8,320	\$238.00	\$11,550.00
2.	Candlewood 30 Apartments 31 Units	Elec/Gas	2 Ton	15	\$6,075	\$238.00	\$4,650.00
3.	Carlos Ortega Villas	Elec/Gas	2.5 Ton	15	\$6,175.00	\$238.00	\$238.00
4.	Carlos Ortega Villas	Elec/Gas	5 Ton	15	\$7,225.00	\$238.00	\$238.00
5.	Laguna Palms	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
6.	La Rocca Villas 27 Apartments 28 Units	Elec/Gas	2 Ton	15	\$7,225.00	\$238.00	\$4,900.00

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Lump Sum
7.	La Rocca Villas	Elec/Gas	5 Ton	15	\$7,225.00	\$238.00	\$238.00
8.	Las Serenas 150 Apartments 152 units	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$22,800.00
9.	Las Serenas	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$238.00
10.	Las Serenas	Heat Pump	2.5 Ton	15	\$8,425.00	\$238.00	\$238.00
11.	Las Serenas	Heat Pump	5 Ton	15	\$9,225.00	\$238.00	\$238.00
12.	Neighbors 24 Apartments 25 Units	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$4,375.00
13.	One Quail Place Ceiling mounted air handler	Heat Pump	2 Ton	15	\$8,300.00	\$238.00	\$238.00
14.	One Quail Place 384 Apartments 393 Units	Heat Pump	3 Ton	15	\$8,900.00	\$238.00	\$58,950.00
15.	One Quail Place	Heat Pump	5 Ton	15	\$9,225.00	\$238.00	\$238.00

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Sum of all Units
16.	One Quail Place	Window A/C	12,000 BTU		\$1,100.00	n/a	n/a
17.	One Quail Place	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
18.	Palm Village 36 Apartments 39 Units	Elec/Gas	2 Ton	15	\$6,075.00	\$238.00	\$5,850.00
19.	Palm Village	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
20.	Pueblos 15 Apartments 16 Units	Elec/Gas	2 Ton		\$6,425.00	\$238.00	\$238.00
21.	Pueblos	Window AC	12,000 BTU		\$1,100.00	n/a	n/a
22.	Sagecrest 14 Apartments 14 Units	Heat Pump	2 Ton	15	\$8,700.00	\$238.00	\$2,450.00
23.	Santa Rosa 20 Apartments 20 Units	Elec/Gas	2 Ton	15	\$6,075.00	\$238.00	\$3,500.00
24.	Taos Palms 16 Apartments 16 Units	Elec/Gas	2 Ton	15	\$6,425.00	\$238.00	\$2,800.00

OTHER SERVICES

Description		Size	Price Each
Furnace with Filter Base	When installed at the time of unit replacement	1.5 – 3 Ton	\$2,710.00
Furnace with Filter Base		3.5 – 4 Ton	\$2,770.00
Furnace with Filter Base		5 Ton	\$2,925.00
Programmable Thermostat			\$330.00

2. Hourly Rates

These rates shall be reserved for urgent, as-needed, responses. Labor rates for replacement and maintenance work should be included in the per unit cost listed in the chart above. In the notes area, describe when these rates apply (i.e., Regular Rate is Monday – Friday 8:00 a.m. to 5:00 p.m.)

Description	Hourly Rate	Notes
Regular Rate Per Hour:	\$238.00	Service request not resulting in replacing a system as described above.
Emergency Call Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
After Normal Business Hours Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
Overtime Rate Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
Sunday/Holiday Rate Per Hour:	\$287.00	Service request not resulting in replacing a system as described above.

3. Proposed Not-To-Exceed Amount

Firm proposes a Not-to-Exceed Amount of \$190,000.00.

Explain how you calculated the proposed amount. Include methods for determining any potential cost increases during performance of the work. The method of determining costs shall be clearly explained. The final amount in the agreement may differ from the amount stated above.

JHC took into consideration three key components: Change outs - evaluated total units, age, warranty status, ESA Program eligible, and failure rate to forecast units requiring full replacement. Maintenance - forecast cost based on units to be maintained semi-annually. Service - Used current service request trends, age, and average cost per service to calculate service budget. All costs were added together to determine NTE amount.

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**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **22nd day of June , 2023**, by and between the **Palm Desert Housing Authority (“ the Authority”)**, a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California and **John Harrison Contracting, Inc**, a **California Corporation** with its principal place of business **1143 West Lincoln Street, Suite 2, Banning, CA 92220** (“Contractor”). The Authority and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of the Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority desires to engage Contractor to render such services for **Heating, Ventilation, and Air Conditioning Mechanical Systems Services** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023 to June 30, 2026**, unless earlier terminated as provided herein The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **two additional one-year terms**. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of the Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Authority.

3.2.4 Authority's Representative. The Authority hereby designates **Jessica Gonzales**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Mauricio Blanco**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with the Authority's staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained

throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Authority as fixed and liquidated damages, and not as a penalty, the sum of Two Hundred Dollars per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies; and

(d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

(E) Fidelity Coverage. Reserved

(F) Cyber Liability Insurance. Reserved

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

(G) Pollution Liability Insurance. Reserved3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor, or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to the Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by the Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by the Authority in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.3 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total

compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by the Authority.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Ninety Thousand Dollars (\$190,000)** without written approval of the Palm Desert Housing Authority Board or Executive Director, as applicable. The Authority may request additional work at the same rates and manner as set forth in this Agreement on an as needed basis as specified in Section 3.3.5. Contractor shall not perform Extra Work, presume Extra Work will be guaranteed, nor be compensated for Extra Work without written authorization from the Authority. Work performed as Extra Work shall not exceed in the amount of Twenty-Eight Thousand, five hundred dollars (\$28,500). Contractor shall not be reimbursed for any expenses unless authorized by the Authority.

3.3.2 Payment of Compensation. Contractor shall submit to the Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. The Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to the Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.2.1 Retainer. From each approved progress estimate, five percent (5%) will be deducted and retained by the Authority, and the remainder will be paid to Contractor. All Agreement retainage shall be released and paid to the Contractor and subcontractors pursuant to California Public Contract Code Section 7107. Contractor shall furnish the Authority with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Agreement prior to final payment by the Authority.

3.3.3 Deductions. The Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect the Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, the Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials,

employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, the Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

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

Contractor:

John Harrison Contracting, Inc.
1143 West Lincoln Street, Suite 2
Banning, CA 92220
Attn: Mauricio Blanco

Authority:

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
Attn: Housing Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of the Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's

fees and costs, including expert witness fees. Contractor shall reimburse the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. Reserved

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND JOHN HARRISON CONTRACTING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

JOHN HARRISON CONTRACTING, INC.

DocuSigned by:
L. Todd Hileman
By: _____
CE3F268233F0406...
L. TODD HILEMAN
EXECUTIVE DIRECTOR

DocuSigned by:
Mauricio Blanco
By: _____
2DD0F02EFB14CC...
Its: President / CEO
Printed Name: Mauricio Blanco

ATTEST:

DocuSigned by:
Anthony J. Mejia
By: _____
8063A189723D437...
ANTHONY J. MEJIA
CITY CLERK

DocuSigned by:
M. Marroquin
By: _____
094D505C21AB46A...
Its: Chief Financial Officer
Printed Name: Monica Marroquin

697530 697530
Contractor's License Number and
Classification

APPROVED AS TO FORM:

DocuSigned by:
Isra Shaleh
By: _____
3028DDF2EAC0488...
BEST BEST & KRIEGER LLP
AUTHORITY ATTORNEY

1000014886 1000014886
DIR Registration Number (if applicable)

QC: MN

BONDS: ^{DS}
MN

Insurance:

^{DS}
JB
Initial

^{DS}
JB
Final

EXHIBIT "A"
SCOPE AND SCHEDULE OF SERVICES



Heating, Ventilation, and Air Conditioning Mechanical Systems Services Proposal

PALM DESERT HOUSING AUTHORITY 2022-RFP-177

JOHN HARRISON CONTRACTING, INC



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COVER LETTER

Dear Palm Desert Housing Authority,

Ensuring that Palm Desert Housing Authority (“Authority”) residents, which primarily consist of seniors and fixed income tenants, have access to conditioned air is vital. The residents live in an area where the temperatures during the summer soar over 110 degrees and dip near freezing in the winter – proper operation and extending the life expectancy of existing and new qualified Heating, Ventilation, and Air Conditioning (HVAC) units is critical and can be accomplished through proper installation and maintenance.

The Authority issued a Request for Proposal (RFP), seeking the most qualified HVAC Company to service, replace, and maintain the HVAC equipment for its properties. The Authority will award a contract to a service company that is cost effective, and has the experience, knowledge, and skillset to install and service HVAC units according to California and manufacturer’s standards, resulting in energy and bill savings to tenants, and cost savings to the Authority by minimizing the need to replace the equipment prematurely.

John Harrison Contracting (JHC), Inc., a certified minority owned company, registered with the Department of Industrial Relations, has proven experience achieving the high standards sought out by the Authority. With over 35 years of experience, including ten years servicing the properties owned by the Authority, JHC has assisted thousands of households improve their quality of life and save money by repairing, maintaining, and replacing old inefficient HVAC systems with new high-efficiency units in the counties of San Bernardino and Riverside. JHC has continuously achieved its contractual obligations by delivering timely, quality, and professional services. As a result, JHC’s clients, which include Southern California Edison Co, Southern California Gas Co, the State of California, and RPM Company have continuously extended and expanded JHC’s role in their HVAC service and replacement plans.

On behalf of the management team and staff at JHC, we thank you for the opportunity to submit a proposal to service the public housing properties in the city of Palm Desert. We believe our proposal meets or exceeds the RFP requirements and our years of experience in this industry including servicing the Authority’s properties for the past four years, our ability to leverage the utility’s energy efficiency programs, and economies of scale leveraging opportunities with suppliers and distributors will demonstrate we are highly qualified to perform the services outlined in the RFP.

Should you have any questions regarding the RFP response, including JHC’s extensive experience, our company’s green initiatives, safety and social responsibility programs, or the job creation strategy, please do not hesitate to contact me at (760) 322-2653.

Sincerely,

Mauricio Blanco,
President and CEO, JHC, Inc.



EXPERIENCE AND TECHNICAL COMPETENCE

Background

JHC'S SUMMARY OF BENEFITS TO YOU

- A small, yet strong business that offers you personalized service that can deliver services with the capacity of a large corporation
- Over 35 years providing HVAC services to Coachella Valley residents
- Main office is located within 45 miles of the RFP facilities
- HVAC technicians are in the Coachella Valley
- Approved SCE Energy Savings Assistance Program contractor
- Ability to leverage existing utility resources and programs to extend free and discounted services to the Authority and its residents
- Ability to leverage economies of scale opportunities to offer high quality HVAC equipment and other appliances at the lowest possible cost
- Key personnel have demonstrated experience servicing the Authority's properties
- JHC is a certified Diverse Business Enterprise registered with Department of Industrial Relations (DIR)

John Harrison Contracting (JHC), Inc., a Minority Business Enterprise was established in 1987 to help households in the counties of Riverside and San Bernardino address their energy conservation and cooling needs. With over 35 years of experience, JHC has delivered energy efficiency services to thousands of households under contract by the southern California utilities, the State of California, and Public Housing Authority for various Coachella Valley communities.

In its 35 years, JHC has continuously achieved its contractual obligations by delivering timely, quality, and professional services. As a result, JHC's clients have continuously extended and expanded JHC's role in their energy efficiency program plans. JHC has extensive experience in conducting energy-efficiency program services that target single and multi-family dwellings, as well as mobile homes, including those occupied by low-income families.

SERVICES INCLUDE:

- Marketing, Outreach, and Enrollment
- Central air conditioner and heat pump, installation, replacement and recycling
- Forced air furnace repair, installation, and replacement
- Duct testing and Sealing
- Appliance installation, replacement and recycling
- Packaged Terminal and Ductless System Installation, replacement and recycling
- Window or wall air conditioner / heat-pump installation, replacement and recycling
- Window or wall evaporative cooler installation,
- Weatherization services



At JHC, we are honored to be working alongside utilities, the State of California, and their partners in these fundamental energy efficiency programs that help improve the lives of many, including senior and low-income households. Through these collaborations with utilities and local governments, JHC is dedicated to help residents save on their monthly utility bills and at the same time, contribute to the improvement of our environment by delivering/installing high quality, high-efficiency HVAC equipment, appliances, and lighting devices.

MISSION STATEMENT

To offer best in class customer service and to deliver high quality energy-efficiency solutions to help families improve their quality of life.

WORK ENVIRONMENT

JHC's management team is committed to actively promote a healthy work environment that supports and fosters employee growth and work-life balance, while maintaining excellent relationships with all its clients.

There is mounting evidence that unhealthy work environments contribute to high attrition rates, low productivity, and ineffective communication methods that lead to conflict and stress amongst key personnel and clients. JHC's plan to promote and sustain a healthy work environment revolve around five basic principles, which include Communication, Collaboration, Effective Decision Making, Active Leadership, and Meaningful Recognition.

The creation of healthy work environments is imperative to ensure employee retention to secure and sustain the appropriate staffing levels of a skilled workforce.

FACILITIES

JHC's facilities currently include a 2,000 sq. ft. office and a 16,000 sq. ft. warehouse in the city of Banning located within the 45 miles of the facilities to be serviced.

BACKGROUND CHECKS

JHC conducts a background check on all its employees utilizing a service from an industry leader in pre-employment screening services.

The background check evaluates items such as criminal, civil, and DMV record, as well as a drug screening. Additionally, certain employee classifications are required to obtain a Home Improvement Sales Registration (HISR) number from the California State Licensing Board, which also conducts a thorough background check utilizing LiveScan.

SAFETY STANDARDS

JHC employees and management team have set safety as the top priority for the company. We foster a safe work environment through communication, providing the right tools, and empowering employees to take action. We require that all employees and partners plan and conduct all work in a manner that is consistent with the safety of persons and property, and in compliance with reasonable and safe working practices and with applicable federal, state and local laws. JHC maintains a safety program, including but not limited to Injury and Illness Prevention Program, Heat Illness Prevention, and onsite safety training.



GIVING HEARTS

JHC and its employees have one common vision, to enhance the quality of life of those around us through the services we offer and through our employee volunteer program. We recognize giving back to our communities and families in need is the right thing to do – and we enjoy doing it. Through our Giving Hearts employee program, we engage in activities to promote a healthy environment by helping families in need, with the goal to encourage strong moral standards amongst our communities.

Through Giving Hearts, we have supported our communities by offering

- Supplies, material, and labor to retrofit homes,
- Financial assistance to local schools, Wounded Warrior Projects, and St Jude Hospital,
- Hundreds of shoes to less fortunate students,
- Blood drives, and
- Funds for holiday dinners and gifts to less fortunate families identified throughout the year by our field staff through the service delivery process.

Our approach is simple; help those in need in any way possible, because any assistance, even if small can make a big difference. We hope our efforts inspire others to help someone today.

LICENSING AND DIR CONTRACTOR REGISTRATION

INSURANCE AND BONDS

JHC currently performs services for the Authority and RPM Company, and complies with the Authorities insurance and bond requirements. Upon request, JHC will immediately provide the documentation required by the Authority.

LICENSING AND REGISTRATION

- California State Contractors License # 697530
 - B - General Building Contractor
 - C20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor
 - C38 – Refrigeration Contractor
- Environmental Protection Agency – Lead Certification # NAT-124914-1
- Environmental Protection Agency – Refrigeration Certification # 1041945552641831M
- Department of Industrial Relations Registration # 1000014886
- Supplier Clearinghouse –
 - Certified Minority Business Enterprise – VON:9FN00107

CONTACT INFORMATION

JHC, Inc
 Mauricio Blanco
 1143 W Lincoln St, Ste 2
 Banning, CA 92220
 760-322-2653
MJB@jhcontracting.com



REFERENCES

John Harrison Contracting, Inc has considerable experience in servicing, maintaining, and installing HVAC equipment and related services including servicing of warranties, managing ratepayer funded programs, securing competitive prices on equipment and appliances, performing workforce and technical training, and applying administrative controls. We have serviced tens of thousands of households over the past 35 years and have done so in a timely and diligent fashion.

The table below includes professional references.

Company Information	Work Description
<p>State of California - Department of Community Services & Development Charles Belk – Deputy Director 2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 (916) 576-7212 Charles.Belk@CSD.CA.GOV</p>	<p>Under contract for the Low-Income Weatherization Program, conduct outreach, enrollment, assessment, energy modeling, and delivery of services, inclusive of HVAC and HVAC Maintenance to hundreds of households located in Riverside and Imperial counties.</p>
<p>Southern California Gas Co Mark Aguirre – Program Manager 555 W 5th St Los Angeles, CA 90013 (213) 231-5399 Maaguirre2@socalgas.com</p>	<p>Under contract for the ESA Program, conduct outreach, enrollment, weatherization services, and tune, repair, and replace gas furnaces to thousands of households located in Riverside and San Bernardino counties.</p>
<p>Southern California Edison Rose Solidum – Manager 2244 Walnut Grove Ave Rosemead, CA 91770 (626) 302-0755 Rosette.solidum@sce.com</p>	<p>Under contract for the ESA Program, conduct outreach, enrollment, assessment, and delivery of services, inclusive of HVAC replacement and maintenance to thousands of households located throughout SCE’s service territory.</p>
<p>Community Action Partnership of Riverside County Alan Reid – Program Manager 2038 Iowa Ave. Suite B-101 Riverside, CA 92507 (951) 955-5516 areid@capriverside.org</p>	<p>Deliver services for the Weatherization Assistance Program, inclusive of HVAC replacement and maintenance to hundreds of low-income households located throughout Riverside County.</p>



FIRM STAFFING AND KEY PERSONNEL

STAFFING

JHC staffs over 50 employees, including 25 field service representatives, two field supervisors, and two quality assurance specialists. Employees are located throughout JHC's service area, including HVAC technicians located in the Coachella Valley.

JHC is proud of its collaborative with local colleges to establish a workforce development plan for local residents. The colleges offer a HVAC certification and upon successful completion of the course, the college and JHC engage in externship opportunities for its graduates.

JHC's will leverage all its resources to service the Authority properties and during key months of the year, will dedicate office and field personnel to respond to service request from facility managers. Additionally, if workload demands, JHC has the capacity to hire additional resources, including the ability to immediately add service trucks and equipment to service the Authority's properties in a timely manner.

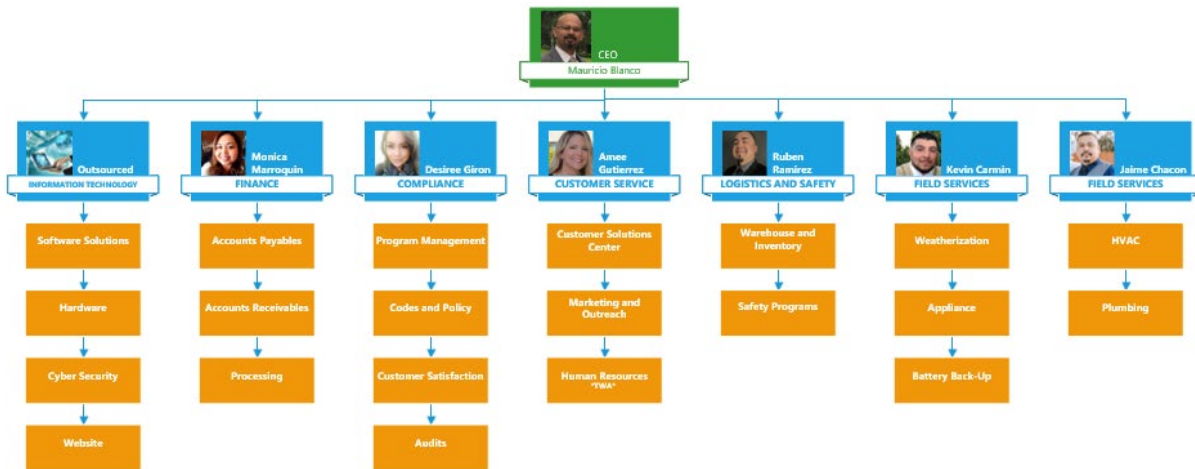
Key Personnel	Roles, Responsibilities, and Experience
<p><i>Jaime Chacon</i> Manager, HVAC Operations</p>	<p>Jaime will develop and implement key deliverables to support day-to-day activities of the HVAC Technicians, including SOPs, technical training, and day-to-day oversight. Jaime brings over 15 years of leadership and HVAC experience, and five years of ESAP experience.</p>
<p><i>Linda Jasso</i> Supervisor, Customer Solutions Center</p>	<p>Linda oversees our Customer Solution Center who is responsible for addressing all customer inquiries and scheduling installation appointments. She brings over 11 years of experience coordinating services to high level clients. Linda serves as the Single Point of Contact for Authority property managers.</p>
<p><i>Mariano Carrillo</i> HVAC Technician</p>	<p>Mariano brings over 25 years of HVAC experience. As a senior technician, Mariano has been servicing the Authority properties for over 10 years.</p>
<p><i>Damien Lopez</i> <i>HVAC Technician</i></p>	<p>Damien brings over 10 years of HVAC experience. He is a lead HVAC Technician with five years of experience servicing the Authority properties.</p>



KEY PERSONNEL

TEAM ORGANIZATION

JHC employs an organizational structure that will deliver timely, efficient and cost effective services. By employing an organizational model that is data driven, lean, agile, and easily scalable, JHC’s staffing plan maximizes our team’s deep and extensive experience servicing residential customers. JHC can quickly ramp up and begin program activities to ensure we meet expectations. We have in-house professionals who have the capabilities to support all levels of our organizational structure to ensure program success.



Key Personnel	Roles, Responsibilities, and Experience
Mauricio Blanco President and CEO	Mauricio will guide the leadership team in formulating vision and strategic direction to successfully implement activities to support programs and fulfill contractual obligations. He will direct the leadership team to identify and correct critical problems and to overhaul and improve operating processes and systems to increase efficiencies. Mauricio brings over two decades of organizational management, marketing, and low-income energy-efficiency industry experience.
Monica Marroquin Chief Financial Officer	Monica will oversee the tracking of invoicing and payment processes. She will prepare and review budget, expense, invoices, and other accounting documents. Monica oversees the Finance Team which is responsible for processing and invoicing. Monica brings over 20 years of technical assistance and training, applying unique skills, knowledge, and experience of accounting policies and procedures.
Amee Gutierrez Manager, Customer Service Organization	Amee directs a customer service department responsible for scheduling more than 14,000 appointments and resolving 40,000 customer interactions annually. Amee has over ten years of experience directing a diverse staff working with utility and state energy efficiency programs. She is an innovative strategist with a proven ability to create policies/procedures and lead a team to consistently goals.



<i>Jaime Chacon</i> Manager, HVAC Operations	Jaime will develop and implement key deliverables to support day-to-day activities of the HVAC Technicians, including SOPs, technical training, and day-to-day oversight. Jaime brings over 15 years of leadership and HVAC experience, and five years of ESAP experience.
<i>Kevin Carmin</i> Supervisor, Weatherization and Appliances	Kevin will develop and implement key deliverables to support day-to-day activities of the Field Specialists, including SOPs, technical and NGAT training, and day-to-day oversight. Kevin brings over 10 years of experience and has served as QC Inspector, HVAC Technician, and Supervisor.
<i>Linda Jasso</i> Supervisor, Customer Solutions Center	Linda oversees our Customer Solution Center who is responsible for addressing all customer inquiries and scheduling installation appointments. She brings over 11 years of experience coordinating services to high level clients. Linda serves as the Single Point of Contact for Authority property managers.
<i>Desiree Giron</i> Supervisor, Compliance Department	Desiree oversees the Compliance Department that is responsible for ensuring all departments comply with contractual obligations, policies, guidelines, local and state code. She brings over eight years' experience working with in the energy efficiency industry.
<i>Jordon Scott</i> Coordinator, Field Compliance	Jordon conducts quality and compliance control inspections. He serves as the JHC code expert working directly with Building Departments and other stakeholders to learn and apply code. Jordon has over 10 years of experience working in the in the HVAC industry and is currently BPI and HERS certified.

PROPOSED METHOD TO ACCOMPLISH THE WORK

JHC has been servicing the Authority's facilities under contract and through the utilities' ESA Program since 2013. During this timeframe, JHC has replaced hundreds of HVAC units at minimal cost to the Authority. The scheduling and planning of the work to be completed is as important as the actual replacement of the equipment in order to minimize disruption to the residents and property management team. Our single point of contact, Linda Jasso, has over 10 years of experience managing large projects and works directly with the RPM property managers or a designee to plan the work.

Typically, our Field Technical Supervisor (FTS) who has over 10-years' experience installing, servicing, and maintaining HVAC equipment or our Lead Technicians will diagnose and repair the equipment at the Authority's facilities. Allowing our staff to become well versed on the facilities and the equipment, resulting in timely resolutions to most service needs.

After completing the diagnostic, unless otherwise indicated by the Authority or its designee, JHC will submit its findings, recommendations, and quote before proceeding with the work. JHC will continue utilize its two-man crews to complete the work. Each crew has a lead technician who typically has over 10 years' experience. The work at the Authority's properties will continue to be monitored for quality by the FTS and Quality Control Specialist.



The work will continue to be conducted within the rules adopted in the Palm Desert Municipal Code Section 9.24.070 or according to the Authority or RPM Company standards. JHC plans to utilize the procedures listed in Appendix A, approved by RPM Company.

CUSTOMER SERVICE

JHC services a diverse customer base that includes low-to-middle income, disabled, and non-English speaking customers. Our customer service representatives and field representatives receive annual customer service and sensitivity training to ensure we provide high quality customer service to all customers. Each field crew, as well as the customer service representatives have the ability to communicate with customers in Spanish and English. JHC works with a translation service company for individuals who need assistance in languages other than English and Spanish.

JHC clients and/or customers will contact JHC directly for any HVAC service. A representative will attempt to troubleshoot the potential issue over the phone, and if the issue cannot be resolved, the representative will dispatch a technician to diagnose the equipment.

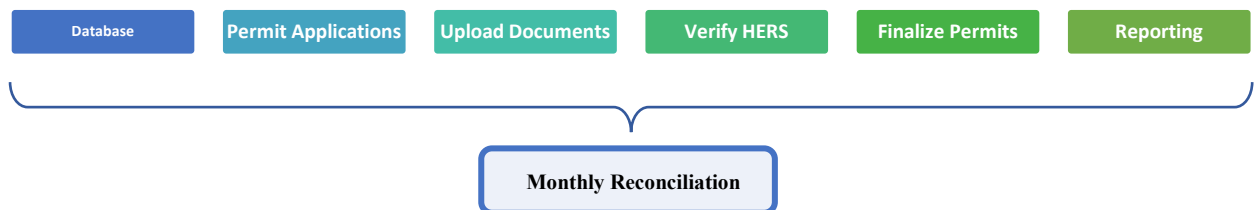
QUALITY CONTROL

JHC's compliance group monitors quality, as well as compliance with specific client requirements and local code. The Field Technical Supervisor and Quality Control Specialists monitor the quality of the work performed at the time of installation and post installation. Post installation quality control efforts are typically done on the same day of the visit to minimize disruption to customers and only with customer's prior approval.

The compliance group also monitors the quality of all paperwork to ensure the information is accurate, and that we have account for all required documentation, including city or county permits, and HERS verification. To ensure all units meet JHC's quality requirements, JHC requires that all installations are verified by a third party HERS rater. Service information is filed in a secure manner to ensure customer and/or client information remains confidential.

Utilizing lessons learned and best practices, JHC has implemented controls to its permit process to ensure compliance with RPM's requirements. At every step of the process, our Finance Department verifies and reconciles all permit activity to ensure data is accurately tracked and reported. Additionally, the backup documentation is uploaded to JHC's database for all jobs.

The following section describes the steps JHC has implemented to ensure compliance.





a. Internal Database

Our internal system includes workflow step driven controls to ensure all steps are verified; preventing the job to proceed without first completing the dependent step. Additionally, the database will generate alerts and tasks to Supervisors/Managers if a deadline is nearing or missed. This would include an alert when the permit is nearing expiration to ensure action is taken to finalize the permit or seek an extension. If an item reaches a second notice, the system will generate a task to the Supervisor/Manager requiring they update the database with the action taken to address the task.

b. Permit Applications

Permit applications are scanned and digitally stored for record keeping. The pertinent information from the application is captured in our internal database and utilized for both tracking and reporting.

c. Permit / Job Cards / Receipts

Each document is scanned and digitally stored in our internal database. Additionally, our Finance Department verifies all documents have been correctly captured and uploaded prior to invoicing for any job.

d. HERS Verification

100% of all jobs requiring HERS verification will be confirmed against the corresponding HERS provider's database by the Permit Coordinators. The CFR forms will be downloaded from the provider's database and uploaded to our internal database.

e. Finalizing Permits

JHC utilizes Field Compliance Coordinators (FCC) to coordinate the final inspection with the customers and building inspectors. Upon confirming the inspection passed, the coordinator will update our internal database and upload the backup documentation.

Additionally, the FCC will track any jobs requiring the completion of corrective action to meet building code. This information is captured in our database and utilized by the Compliance Department to identify areas of deficiency and conduct root-cause analysis. Any deficiencies, whether at the department or employee level are communicated to the leadership team, along with a proposed plan for correction, which may include training, and/or changes to JHC's internal procedures.

f. Reporting

JHC's database includes dashboards and reports with an automatic report generation function. Dashboards and reports are available to view all jobs requiring permits, the status of each permit, status of HERS verification, upcoming expiration dates, and other key compliance items. The database tracks and reports on a real-time basis and generates weekly reports that it emails to key stakeholders to provide a holistic view of all permits and their respective status to ensure the proper action is taken to remain within compliance.



REGULAR MAINTENANCE PLAN

The efficiency of a Central Air Conditioner begins to degrade after the first year of installation, and continues to lose efficiency every year after if not properly maintained. Failure to keep the units tuned up and maintained may affect the units expected lifespan and reduce the unit’s efficiency; resulting in higher utility bills and repair costs.

JHC is proposing a maintenance plan to keep air conditioners operating at peak efficiency, ensure continued operation throughout the unit’s expected life span, improve health and comfort, and to educate the tenants on operation efficiency.

JHC proposes to perform semi-annual maintenance services to central AC units in working condition that are free of major defects, at the Authority’s properties with central HVAC equipment.

PROPOSED PROCESS (HIGH-LEVEL)

- JHC will utilize its tracking database to monitor, track, and schedule service
- JHC will work directly with the onsite property managers to schedule the appointments
- During the 1st and 3rd quarter of each year (or as requested by the Authority or its designee), JHC will provide the RPM team a maintenance schedule for each participating complex
- RPM/property managers will notify each tenant with sufficient notice to guarantee JHC technicians access to the AC equipment
- JHC will begin performing maintenance during the 2nd and 4th quarter of each year to prepare the units for the cooling and winter season.

DESCRIPTION OF MAINTENANCE WORK

HVAC Unit		Education	
<ul style="list-style-type: none"> • Check and clean condenser and coil • Check and clean blower components • Check and tighten electrical connections • Lubricate all moving parts • Inspect and flush condensate line • Inspect and replace filter 	<ul style="list-style-type: none"> • Check air flow • Check temperature drops • Check start components • Check motor amps • Check compressor amps • Check pressure controls • Check gas connections • Check refrigerant level • Check unit for leaks • Check t-stat operation 	<ul style="list-style-type: none"> • T-stat temp settings • Filter replacement • Other cooling / heating methods 	
		Thermostat	
		<ul style="list-style-type: none"> • Check Operation 	
		Optional – Duct System	
		<ul style="list-style-type: none"> • Test • Seal as applicable 	

PLAN FOR ON-CALL AND EMERGENCY SERVICES

JHC recognizes the urgency of repairing inoperative units during the extreme climate periods. We will make every effort to resolve these matters in a timely fashion to reduce any health and comfort risks. Because of the complexity of HVAC equipment, we strongly recommend contacting us via telephone. However, clients will have the option to email our service center.



JHC will leverage its existing infrastructure that allows clients access to its on-call technician by contacting our office and selecting the emergency after-hours service phone prompt. When making that selection, the caller will be routed directly to our technician who can provide immediate assistance or if unavailable, can call back the caller. JHC will make every effort to return all calls within 60-minutes of receiving the call.

In case of emergencies, JHC will make every effort to offer same day resolution to inquiries received before 10:00 a.m. and in situations where it is not possible, the inquiry will be scheduled within 24-hours after the client speaks to the representative, except when requested by the client/customer. If the unit cannot be repaired within a reasonable period (e.g. requires specialty parts), JHC will collaborate with the client to set-up temporary cooling solutions to the home until the unit is repaired.

LEVERAGING UTILITY AND STATE PROGRAMS

Energy efficiency programs date back to the energy crises of the 1970s, when soaring energy prices led utilities to promote energy conservation so customers could reduce their energy consumption to lessen the impact of the higher energy rates. The programs have grown significantly since their introduction back in the 1970s; today energy efficiency is recognized worldwide as a key and valuable energy resource.

JHC is honored to be working alongside utilities, the State of California, and their partners for over 35-years in these fundamental energy efficiency programs that help improve the lives of many, including senior and low-income households. JHC is proud to be an authorized HVAC replacement contractor for SCE's ESA Program that offers HVAC replacement services at no cost to applicants.

The leveraging of the ESA program reduces the cost to the Authority when replacing HVAC systems and has resulted in hundreds of thousands in savings for the hundreds of systems that JHC has replaced at the Authority's properties.

Through these long-standing relationships, the Authority can observe cost savings through:

- Utility / state rebates for high efficiency HVAC equipment, when funds available
- Leveraging
 - Receive other services through the ESA Program services, such as free refrigerators, lightbulbs, and weatherization
 - Obtain rebates for Multi-family buildings offered by the utilities and state of California
 - Observe cost savings through JHC's volume purchasing power resulting in economies of scale discounts for high quality HVAC equipment and appliances
 - Replace furnace at minimal costs at the time of air conditioner replacement to avoid future labor, permit, and Title 24 charges



APPENDIX A

PROCEDURES FOR DELIVERING SERVICES TO AUTHORITY PROPERTIES

1. When applicable, JHC will schedule service with no less than 48-hour notice to the property manager.
 - a. Our single point of contact will notify the Property Manager verbally and via e-mail
2. When first arriving, JHC trucks will make an effort to find a visitor parking spot. If one is not available, the crew will locate an alternate parking location near the work site. They will avoid blocking access to the trash or other public areas.
3. The crew lead ("Lead") will notify the property manager or representative ("Rep") of their arrival. If not parked in a visitor location, the Lead will obtain the Rep's approval for the parking location.
4. The Lead will notify the Rep of the unit(s) JHC will service and wait for the Rep to arrive at the location before entering the customer premises. The Lead will contact the Rep at (_____). The Rep will be available between ____ a.m. and ____ p.m. on the date of the service appointment. Unless authorized, The Rep must be present before the JHC crew can enter the customer's residence.
5. With the Rep present, The Lead will introduce themselves and the company to the customer and will briefly explain the reason for the visit. The Lead will only communicate information related to the program or the work to the customer. If the customer raises any concerns unrelated to the program or installation, the Lead will instruct the customer to contact the office.
6. Upon receiving permission to enter the premises, the Lead will
 - a. Provide further details about the work and approximate time it will take to complete the work
 - b. Notify the customer of which rooms in the home the crew will enter to conduct the work and the reason for entering the room(s)
 - c. Conduct a walk-through with the customer and the Rep of the area(s) where the work will be conducted
 - d. Notify the customer and Rep of any existing damage to the customer's property, including any stains to carpet, furniture, etc.
 - e. If the customer has any valuables exposed, such as money, jewelry, or medication, the Lead will instruct the customer to secure the item(s) before starting the work.
 - i. If the customer refuses to secure the items, the crew will remove themselves from the premise and will immediately notify the JHC office.
 - f. The crew will not enter any area of the residence where they will not conduct any work.
 - g. The crew will prepare the work area as normal (tarps, clear path, etc)
7. Upon completing the work and prior to leaving the premises, the Lead will
 - a. Contact the Rep
 - b. Conduct a walk-through of the area(s) where the crew worked with the customer and the Rep
 - c. Will note, on the service form "Final walk-through approved" and obtain the customer's initials next to the note.
 - i. If the customer has any concerns, the Lead will immediately notify the JHC office
 - d. Advise the customer that the work is complete and that the crew will be leaving the premises.

In addition, to minimize potential scheduling mishaps, we will notify you of the schedule via e-mail for the units we will service each week.

EXHIBIT "B"
COMPENSATION

HVAC Mechanical Systems Services
 Cost Proposal Form
REVISED TO ONE MAINTENANCE SERVICE A YEAR

1. Replacement Costs

The following table shall be used to state the costs **PER UNIT** to replace and maintain the identified HVAC Mechanical Systems units ("Unit") at each Property. **Costs shall be inclusive all direct and indirect costs.** Complex's that do not have a unit count should be assumed to be a single unit. *Be sure to include permit and testing fees in the cost listed per Unit.*

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Lump Sum
1.	Catalina Gardens 72 Apartments 77 Units	Heat Pump	2 Ton	15	\$8,320	\$238.00	\$11,550.00
2.	Candlewood 30 Apartments 31 Units	Elec/Gas	2 Ton	15	\$6,075	\$238.00	\$4,650.00
3.	Carlos Ortega Villas	Elec/Gas	2.5 Ton	15	\$6,175.00	\$238.00	\$238.00
4.	Carlos Ortega Villas	Elec/Gas	5 Ton	15	\$7,225.00	\$238.00	\$238.00
5.	Laguna Palms	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
6.	La Rocca Villas 27 Apartments 28 Units	Elec/Gas	2 Ton	15	\$7,225.00	\$238.00	\$4,900.00

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Lump Sum
7.	La Rocca Villas	Elec/Gas	5 Ton	15	\$7,225.00	\$238.00	\$238.00
8.	Las Serenas 150 Apartments 152 units	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$22,800.00
9.	Las Serenas	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$238.00
10.	Las Serenas	Heat Pump	2.5 Ton	15	\$8,425.00	\$238.00	\$238.00
11.	Las Serenas	Heat Pump	5 Ton	15	\$9,225.00	\$238.00	\$238.00
12.	Neighbors 24 Apartments 25 Units	Heat Pump	2 Ton	15	\$8,320.00	\$238.00	\$4,375.00
13.	One Quail Place Ceiling mounted air handler	Heat Pump	2 Ton	15	\$8,300.00	\$238.00	\$238.00
14.	One Quail Place 384 Apartments 393 Units	Heat Pump	3 Ton	15	\$8,900.00	\$238.00	\$58,950.00
15.	One Quail Place	Heat Pump	5 Ton	15	\$9,225.00	\$238.00	\$238.00

	Complex Name	Fuel Source	Size	SEER	Replacement Cost Per Unit	Maintenance Cost Per Unit SUMMER	Maintenance Sum of all Units
16.	One Quail Place	Window A/C	12,000 BTU		\$1,100.00	n/a	n/a
17.	One Quail Place	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
18.	Palm Village 36 Apartments 39 Units	Elec/Gas	2 Ton	15	\$6,075.00	\$238.00	\$5,850.00
19.	Palm Village	Ductless Mini Split	18,000 BTU		\$4,950.00	\$238.00	\$238.00
20.	Pueblos 15 Apartments 16 Units	Elec/Gas	2 Ton		\$6,425.00	\$238.00	\$238.00
21.	Pueblos	Window AC	12,000 BTU		\$1,100.00	n/a	n/a
22.	Sagecrest 14 Apartments 14 Units	Heat Pump	2 Ton	15	\$8,700.00	\$238.00	\$2,450.00
23.	Santa Rosa 20 Apartments 20 Units	Elec/Gas	2 Ton	15	\$6,075.00	\$238.00	\$3,500.00
24.	Taos Palms 16 Apartments 16 Units	Elec/Gas	2 Ton	15	\$6,425.00	\$238.00	\$2,800.00

OTHER SERVICES

Description		Size	Price Each
Furnace with Filter Base	When installed at the time of unit replacement	1.5 – 3 Ton	\$2,710.00
Furnace with Filter Base		3.5 – 4 Ton	\$2,770.00
Furnace with Filter Base		5 Ton	\$2,925.00
Programmable Thermostat			\$330.00

2. Hourly Rates

These rates shall be reserved for urgent, as-needed, responses. Labor rates for replacement and maintenance work should be included in the per unit cost listed in the chart above. In the notes area, describe when these rates apply (i.e., Regular Rate is Monday – Friday 8:00 a.m. to 5:00 p.m.)

Description	Hourly Rate	Notes
Regular Rate Per Hour:	\$238.00	Service request not resulting in replacing a system as described above.
Emergency Call Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
After Normal Business Hours Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
Overtime Rate Per Hour:	\$262.00	Service request not resulting in replacing a system as described above.
Sunday/Holiday Rate Per Hour:	\$287.00	Service request not resulting in replacing a system as described above.

3. Proposed Not-To-Exceed Amount

Firm proposes a Not-to-Exceed Amount of \$190,000.00.

Explain how you calculated the proposed amount. Include methods for determining any potential cost increases during performance of the work. The method of determining costs shall be clearly explained. The final amount in the agreement may differ from the amount stated above.

JHC took into consideration three key components: Change outs - evaluated total units, age, warranty status, ESA Program eligible, and failure rate to forecast units requiring full replacement. Maintenance - forecast cost based on units to be maintained semi-annually. Service - Used current service request trends, age, and average cost per service to calculate service budget. All costs were added together to determine NTE amount.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Ryland Penta, Community Relations Supervisor

SUBJECT: APPROVE CIVIC ENGAGEMENT COMMITTEE 2025 WORK PLAN

RECOMMENDATION:

Approve the Civic Engagement Committee's 2025 Work Plan.

BACKGROUND/ANALYSIS:

The Civic Engagement Committee meets quarterly to discuss how our municipality can advance civic education and engagement efforts. The committee's mission is to help residents gain a deeper understanding of local government, strengthen community connections, and inspire future civic leaders.

At the January 16, 2025, Civic Engagement Committee meeting, staff presented a proposed work plan outlining four key initiatives for the committee's consideration. These items are to be completed at Committee meetings during the 2025 calendar year. Members were encouraged to provide feedback, suggest modifications, or propose additional initiatives during the discussion. No further proposals were submitted, and the committee approved the work plan as presented.

Project	Description	Cost	Time/Process
Review and Approve the Palm Desert Resident Guide	The Palm Desert Resident Guide is a four-page pamphlet that provides essential information on our City government and how to get involved in our community programs.	No cost associated with achieving this work plan item. Printing and/or mailing resident guides will have a separate cost. Costs are based on the number of guides printed. All costs will be accommodated in the existing budget.	Completed at the January 16, 2025, committee meeting.
Provide Ongoing Feedback on Increasing Resident Participation	The committee will work with staff to explore and recommend strategies to boost resident participation at community events and through online platforms.	No cost associated with achieving this work plan item.	This will be an ongoing effort by the committee and will be discussed at each meeting.

Consider and/or Implement a Marketing Strategy for Civic Engagement Programs	The committee will evaluate potential marketing strategies to enhance awareness of civic engagement programs.	No cost associated with achieving this work plan item. Printing marketing material will have a separate cost, which will be evaluated by staff, the Committee, and the Council as needed. Costs are anticipated to be minimal and accommodated in the existing budget.	At the January meeting, Members of the Committee agreed to pursue creating a sticker that encourages civic engagement. A design will be brought to the April meeting with associated printing costs identified.
Perform Annual Review of Engagement Programs	The committee will conduct a comprehensive review of existing civic engagement programs to assess their effectiveness, identify areas for improvement, and propose enhancements as needed.	No costs associated with achieving this work plan item.	This topic will be considered at the July meeting.

FINANCIAL IMPACT:

There is no financial impact associated with this work plan.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst
Chris Escobedo, Assistant City Manager

SUBJECT: APPROVAL OF LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING AGREEMENTS WITH THE
COUNTY OF RIVERSIDE, CALIFORNIA STATE UNIVERSITY, SAN
BERNARDINO, COLLEGE OF THE DESERT, AND THE UNIVERSITY OF
CALIFORNIA, RIVERSIDE

RECOMMENDATION:

1. Approve a Law Enforcement Responsibilities Memorandum of Understanding (MOU) Agreement between the City of Palm Desert; the County of Riverside; California State University, San Bernardino; the University of California, Riverside; and College of the Desert.
2. Authorize the City Manager to execute the MOU agreement.

BACKGROUND/ANALYSIS:

The California Education Code mandates that campus law enforcement agencies hold primary authority for delivering police and security services on their respective campuses. Additionally, both public and independent post-secondary institutions are required to formalize written agreements with local law enforcement agencies. These agreements are essential for delineating responsibilities related to the investigation of Part 1 violent crimes occurring on campus grounds. Part 1 violent crimes include willful homicide, forcible rape, robbery, and aggravated assault.

There are currently three college campus sites located within the City of Palm Desert:

1. College of the Desert (COD)
2. California State University, San Bernardino – Palm Desert Campus (CSUSB-PDC)
3. University of California, Riverside – Palm Desert Campus (UCR-PDC)

While these campuses have security personnel, they currently lack dedicated police officers stationed on-site.

Under these agreements, the Riverside County Sheriff's Department will serve as the primary law enforcement authority for each campus. However, pre-planned events at CSUSB-PDC and UCR-PDC—such as concerts and special occasions—university police personnel will provide an enhanced law enforcement presence. At this time, College of the Desert does not have sworn police officers assigned to its campus.

The agreement will remain in effect for a period of five years, commencing on February 27, 2025. Either party may terminate the contract with thirty (30) days' advance written notice.

Staff recommends the establishment of these written agreements to clearly define the roles and responsibilities of campus law enforcement agencies and local law enforcement authorities. This initiative will enhance coordination and collaboration, thereby strengthening collective responses to violent incidents on campus.

Legal Review:

This report has been reviewed by the City Attorney's Office.

Strategic Plan:

This matter aligns with the Public Safety and Emergency Services section of the Palm Desert Strategic Plan, specifically Priority 1: Enhance the Delivery of Public Safety Services. This strategy aims to expand the exceptional services provided by fire and police departments to accommodate future growth and evolving safety needs.

FINANCIAL IMPACT:

The cost recovery provision for this agreement is currently set at \$0.00. However, the City retains the right to renegotiate the cost recovery fee through the termination clause if future assessments indicate a need for adjustments. Additionally, the City has negotiated specific facility usage provisions within the MOU to enhance services to the community. At present, the Riverside County Sheriff's Department receives a minimal number of service calls from these locations.

ATTACHMENTS:

1. Memorandum of Understanding Agreement
2. California Education Code 67381

**LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING**

This Law Enforcement Responsibilities Memorandum of Understanding (“MOU”) is entered into this 27 day of February, 2025 by and between the **City of Palm Desert**, a California municipal corporation (“City”), the **Riverside County Sheriff’s Department** (“RSO”), **California State University, San Bernardino Palm Desert Campus** (“CSUSB-PD”), **College of the Desert** (“COD”) and **University of California, Riverside Palm Desert Campus** (“UCR-PD”). City, RSO, CSUSB-PD, COD, and UCR-PD may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, this MOU is entered into pursuant to, and in compliance with the requirements set forth in California Education Code (“Education Code”) Section 67381; and

B. WHEREAS, the Section 67381 of the Education Code mandates that local law enforcement agencies enter into written agreements with campus law enforcement agencies located in the jurisdictions of local law enforcement agencies for the purposes of delineating responsibilities related to the investigation of “Part 1 violent crimes” that occur on campus grounds; and

C. WHEREAS, while the CSUSB-PD, UCR-PD, and COD campuses are all staffed with security personnel, they currently lack dedicated police officers at each site; and

D. WHEREAS, the Parties desire to set forth the terms and conditions under which RSO shall serve as the primary law enforcement agency with principle law enforcement jurisdiction over the geographical areas that encompass the CSUSB-PD, COD, and UCR-PD campuses.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. MOU Effective Date and Term

1.1 This MOU shall become effective as of the date on which the last Party executes this MOU (“Effective Date”).

1.2 The Term of the MOU will commence on the Effective Date of this MOU and will remain in effect, unless cancelled by the Parties, upon thirty (30) day written notice of such cancellation or modified or superseded by mutual agreement in writing.

2. Scope of Services

2.1 RSO shall serve as the primary law enforcement agency, having principle law enforcement jurisdiction at the CSUSB-PD, COD, and UCR-PD campuses (hereinafter referred to as the “Colleges”). RSO shall also provide police response to service calls at the Colleges, as part of RSO’s routine patrol of the City.



2.2 All law enforcement matters, including Part I violent crimes, shall be reported by the Colleges to RSO. RSO shall also provide additional law enforcement services to Colleges, which include investigations, traffic enforcement, and crime reporting. RSO shall be required to provide the Colleges with copies of all police reports and documentation, prepared by RSO in conjunction with incidents occurring at the Colleges.

2.3 CSUSB-PD and UCR-PD are required by state and federal law to report criminal statistics in and around university property. Consequently, RSO shall be required to provide an annual crime report to both CSUSB-PD and UCR-PD to ensure their compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. RSO has established a crime reporting district of #38G1 for CSUSB-PD and UCR-PD to facilitate record management.

2.4 The CSUSB and UC Police Departments shall make periodic visits to the CSUSB-PD and UCR-PD campuses and may, under certain circumstances, such as during special events, provide additional CSUSB and UC police officers to service those events. When such services are being provided, the CSUSB and UCR Police Departments will notify RSO of their presence. All pre-planned events, such as political demonstrations, lectures, seminars, concerts or other special events, which require a law enforcement or police presence, will be coordinated between CSUSB Police Department and UCR Police Department to determine the appropriate staffing of police and/or security personnel, which may be staffed by CSUSB and/or UCR Police Department personnel.

2.5 Parking enforcement officer(s) who are employed by CSUSB and UCR and assigned to patrol the CSUSB-PD and UCR-PD campuses shall report any incidents of crime to RSO.

3. Additional Terms

3.1 CSUSB-PD shall operate as a designated cooling center yearly, from June 1st to August 1st, as mutually agreed to by CSUSB-PD and the City.

3.2 UCR-PD shall allow the City to utilize its auditorium four (4) times per year at no cost as mutually agreed to by UCR-PD and the City.

3.3 UCR-PD shall permit RSO to use its campus and facilities once per year for training purposes, in coordination with the UCR Police Department as mutually agreed to by UCR-PD and RSO.

3.4 COD shall grant the City the right to utilize certain COD facilities as a mass care and shelter facility in the event of an emergency as mutually agreed to by COD and the City.

4. Insurance

4.1 With exception to the City, the Parties agree that they shall each obtain the necessary insurance coverages and amounts to perform their respective duties and responsibilities set forth under this MOU.



5. Authority and Responsibility

5.1 A written directive shall define the authority and responsibilities of all officers. If applicable, the directive shall include arrest authority and the source from which such authority is drawn.

5.2 It is critical to clearly delineate the authority and responsibilities of each type of officer that an agency employs. Given that many institutions employ both sworn and non-sworn officers, with varying responsibilities, it is imperative to ensure a clear understanding of the roles and authority of campus law enforcement and security officers as defined by state laws. The Parties shall ensure that respective roles are documented and made transparent to all officers and relevant personnel to avoid ambiguities regarding their vested responsibilities.

6. Mutual Aid and Memoranda of Understanding Agreements

6.1 If any Party to this agreement establishes written agreements with external agencies to provide mutual aid or assistance, such agreements shall, at a minimum, include the following details: a. The legal status of agencies and personnel responding to mutual aid requests; b. Procedures for vesting provider agency personnel with the legal authority to act within the receiver agency's jurisdiction; c. Procedures for requesting aid or assistance; d. Identification of the positions authorized to request aid or assistance; e. Identification of the positions to whom outside personnel are to report; f. Procedures for coordinating radio communication with outside personnel; g. Details of any expenditures, including which should be borne by the receiver agency to compensate for the use of the provider agency's resources; and h. Procedures for the review and revision of the agreement.

6.2 The Parties agree to coordinate mutual aid responses in alignment with the aforementioned standards to ensure seamless integration of support during critical incidents.

7. Standard Provisions

7.1 Indemnification. To the fullest extent permitted by law, the Parties shall defend, indemnify, and hold the City, and their respective officials, officers, employees, volunteers, clients, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any negligent acts or omissions, or willful misconduct of the indemnifying Parties in connection with this MOU, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. The Parties' obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, or their respective officials, officers, employees, agents, volunteers or representatives.

To the fullest extent permitted by law, City will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all claims, losses, expenses, liability, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind ("Claims") resulting from or arising out of the MOU, provided such Claims are due or claimed to be due to the acts or omissions of City, its officers, employees, agents, sub-suppliers, or anyone

directly or indirectly employed by City, or any person or persons under City's direction and control. UC agrees to provide City with prompt notice of any such Claim and to permit City to defend any Claim, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such Claim, and the right to consent to any settlement, which consent will not unreasonably be withheld.

7.2 Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City:

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260
Attn: L. Todd Hileman

To RSO:

Riverside County Sheriff's
Department Palm Desert
73705 Gerald Ford Drive
Palm Desert, CA 92211
Attn: Jason Sexton

To CSUSB-PD:

CSU - San Bernardino Police Dept.
5500 University Pkwy
San Bernardino, CA 92407
Attn: John Gutierrez

To UCR-PD:

UCR Riverside Police Dept.
3500 Canyon Crest Drive
Riverside, CA 92507
Attn: Jeff Talbott

To COD:

College of the Desert
43500 Monterey Ave
Palm Desert, CA 92260
Attn: Val Martinez Garcia

7.3 Waiver. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed to in writing.

7.4 Amendments. This MOU may be modified or amended only by a written MOU executed by the Parties.

7.5 Disputes. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the



Parties in an attempt to reach a mutual resolution. If, after attempting in good faith, the Parties and/or their senior management are unable or unwilling to resolve the dispute, the Parties shall have the right to seek a resolution through the filing of a claim in any court of competent jurisdiction. The Parties shall proceed diligently with the performance of this MOU pending the resolution of a dispute. Senior management for UC Riverside Palm Desert Center is the Dean of University Extension.

Prior to the filing of any legal action related to this MOU, the Parties shall be obligated to attend a non-binding mediation session in Riverside County before a neutral third-party mediator. A second non-binding mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediation.

7.6 Venue. Any action at law or in equity brought by the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside.

7.7 Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

7.8 Authority. The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind the respective Parties to the terms and conditions thereof.

7.9 Further Acts. The Parties hereto agree to perform any further acts and execute any documents that may be reasonably necessary to effectuate the purpose of this MOU.

7.10 Entire MOU. This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. None of Parties have been induced to enter into this MOU and none of the Parties are relying on, any representation or warranty outside those expressly set forth in this MOU.

7.11 Interpretation. The Parties acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.



**SIGNATURE PAGE TO THE LAW ENFORCEMENT RESPONSIBILITIES
MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

By: _____
L. TODD HILEMAN
CITY MANAGER

ATTEST:

By: _____
ANTHONY J. MEJIA
CITY CLERK

APPROVED AS TO FORM:

By: _____
BEST BEST & KRIEGER LLP
CITY ATTORNEY

**RIVERSIDE COUNTY SHERIFF'S
DEPARTMENT (RSO)**

By: _____
Jason Sexton
Its: _____
Captain

**CALIFORNIA STATE UNIVERSITY, SAN
BERNARDINO PALM DESERT CAMPUS
(CSUSB-PD)**

By: _____
John Gutierrez
Its: _____
Chief of Police

COLLEGE OF DESERT (COD)

By: _____
Val Martinez Garcia
Its: _____
Acting Superintendent/President

**UNIVERSITY OF CALIFORNIA,
RIVERSIDE PALM DESERT CAMPUS
(UCR-PD)**

By: _____
Jeff P. Talbot
Its: _____
Director of Campus Safety Services -
Chief of Police

**UNIVERSITY OF CALIFORNIA,
RIVERSIDE**

By: _____
Dr. Denise Woods



Its: _____
Vice Chancellor of Health, Well-Being &
Safety



State of California

EDUCATION CODE

Section 67381

67381. (a) The Legislature reaffirms that campus law enforcement agencies have the primary authority for providing police or security services, including the investigation of criminal activity, to their campuses.

(b) The Trustees of the California State University, the Regents of the University of California, and the governing board of independent postsecondary institutions, as defined, shall adopt rules requiring each of their respective campuses to enter into written agreements with local law enforcement agencies that clarify operational responsibilities for investigations of Part 1 violent crimes, sexual assaults, and hate crimes occurring on each campus.

(c) Local law enforcement agencies shall enter into written agreements with campus law enforcement agencies if there are college or university campuses of the governing entities specified in subdivision (b) located in the jurisdictions of the local law enforcement agencies.

(d) Each written agreement entered into pursuant to this section shall designate which law enforcement agency shall have operational responsibility for the investigation of each Part 1 violent crime, sexual assault, and hate crime, and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

(e) A written agreement entered into pursuant to this section shall be reviewed, updated if necessary, and made available for public viewing by July 1, 2016, and every five years thereafter.

(f) Each agency shall be responsible for its own costs of investigation unless otherwise specified in a written agreement.

(g) Nothing in this section shall affect existing written agreements between campus law enforcement agencies and local law enforcement agencies that otherwise meet the standards contained in subdivision (d) or any existing mutual aid procedures established pursuant to state or federal law.

(h) Nothing in this section shall be construed to limit the authority of campus law enforcement agencies to provide police services to their campuses.

(i) As used in this section, the following terms have the following meanings:

(1) "Local law enforcement agencies" means city or county law enforcement agencies with operational responsibilities for police services in the community in which a campus is located.

(2) "Part 1 violent crimes" means willful homicide, forcible rape, robbery, and aggravated assault, as defined in the Uniform Crime Reporting Handbook of the Federal Bureau of Investigation.

(3) “Hate crime” means any offense described in Section 422.55 of the Penal Code.

(4) “Sexual assault” includes, but is not limited to, rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, or threat of any of these.

(5) “Independent postsecondary institutions” means institutions operating pursuant to Section 830.6 of the Penal Code or pursuant to a memorandum of understanding as described in subdivision (b) of Section 830.7 of the Penal Code.

(j) This section shall be known and may be cited as the Kristin Smart Campus Safety Act of 1998.

(k) It is the intent of the Legislature by enacting this section to provide the public with clear information regarding the operational responsibilities for the investigation of crimes occurring on university and college campuses by setting minimum standards for written agreements to be entered into by campus law enforcement agencies and local law enforcement agencies.

(Amended by Stats. 2015, Ch. 701, Sec. 1. (AB 913) Effective January 1, 2016.)

**CITY OF PALM DESERT/ PALM DESERT HOUSING AUTHORITY
JOINT CONSIDERATION
STAFF REPORT**

MEETING DATE: February 27, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ACQUIRE FINANCIALLY DISTRESSED PROPERTIES WITH AN AFFORDABLE RESTRICTED AGREEMENT FOR THE CITY OF PALM DESERT AND/OR PALM DESERT HOUSING AUTHORITY

RECOMMENDATION:

1. Authorize the Executive Director, or designee, to initiate acquisitions and resale of properties with affordability covenants that are subject to time-sensitive financial distress, such as a Notice of Default, Foreclosure or Bankruptcy, to prevent loss of housing from the affordable housing portfolio.
2. Authorize the Executive Director, or designee, to execute all necessary documents to facilitate the acquisition, repair, and resale of the subject properties, ensuring they remain affordable, restricted, and available to income-qualified homebuyers.

BACKGROUND/ANALYSIS:

There are two key for-sale single-family affordable housing developments in Palm Desert: Desert Rose and Falcon Crest. Developed by the former Palm Desert Redevelopment Agency in 1994, Desert Rose is a development consisting of 161 single-family homes located two blocks east of Cook Street on Fred Waring Drive. The Palm Desert Housing Authority (Authority) has been able to ensure that these homes remain affordable by recording on title for each of the homes a 30-year or 45-year affordability covenant that gives the Authority the right to re-purchase the homes at a resale price determined by a predetermined formula (Affordability Covenant).

Falcon Crest, also developed by the former Palm Desert Redevelopment Agency and the City of Palm Desert (City), consists of 93 single-family homes that were made available to households of restricted income. Buyers in Falcon Crest have received assistance from both the City and the Authority in the form of silent second and third trust deeds. Similar to Desert Rose, Falcon Crest homes have recorded restrictions that ensure affordability for 45-years and require that buyers must meet certain minimum qualifications.

The Authority and the City also hold the first right of refusal to purchase additional homes throughout the City with a recorded Affordable Housing Restrictive Agreement (Agreement).

Occasionally, homeowners, external agencies, or financial institutions notify the Authority and City when a property subject to the Restrictive Agreement is in default, included in bankruptcy proceedings, or facing foreclosure. If the financial distress leads to foreclosure proceedings or

sale to a third party, it is possible that the Agreement may be nullified, removing the property from the affordable housing portfolio and eliminating the possibility of making it available to income-qualified homeowners.

The Authority has not had to intervene in the past several years as the housing market has been favorable and buyers have been able to maintain their investments in the program. However lately, staff has begun to see increased activity in both bankruptcy and default notices.

Under normal circumstances, homeowners are required to notify the Authority and/or City of their intent to sell an affordability restricted home, allowing staff time to facilitate a direct sale to a qualified purchaser from an interest list. However, in cases of default, bankruptcy, or foreclosure, there may be insufficient time to arrange such a direct sale. Therefore, it has been customary that the Authority/City purchase the property directly, make any necessary improvements, and coordinate resale to a qualified buyer from the interest list.

If the Authority/City does not promptly exercise its option to purchase a home in financial distress, it is possible that the property may be sold on the open market at full market prices. In such cases, the Authority/City may be unable to recover any outstanding loans extended to the property, and the Affordability Covenant may be lost.

To remain nimble and responsive to imminent deadlines, staff recommends in these financial distress cases, that the Executive Director, or his designee, be provided authorization to negotiate, acquire, improve, and resell the property to a qualified buyer. A full report of the transaction will be provided to City Council at the close of escrow following the resale of the unit.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

FINANCIAL IMPACT:

The potential financial impact to the Authority/City may be one or all of the cost of property acquisition, repairs, carrying costs, and closing costs- an estimate of costs for the purchase of a single home is included below for reference. Allowing the home’s disposition through the default or bankruptcy process may result in the loss of the property from the affordable housing portfolio as well as the original gap financing provided in the original purchase. The intent of acquiring the property would be for the Authority/City to resell the property to a qualified household and recover the costs. Funds for this purpose are available in the Housing Asset Fund and Housing Mitigation Fund, therefore there is no impact to the General Fund.

Estimated Cost to Maintain Covenant	Amount
Average Calculated Resale Price	\$205,950
Estimated Closing Costs	\$25,000
Estimated Repair Costs	\$50,000
Estimated Carrying Costs	\$1,500
Average Affordability Loan(s) to Homebuyers	\$40,000
Est. Max Estimated Cost to Maintain Desert Rose Covenant	\$322,450

ATTACHMENTS:

1. List of Affordable Properties with Restrictive Covenants

Affordable Restricted Properties

1	Falcon Crest	42025	Hovley Gardens Drive	624-430-001	\$	79,030.00
2	Falcon Crest	42035	Hovley Gardens Drive	624-430-002	\$	79,237.00
3	Falcon Crest	42045	Hovley Gardens Drive	624-430-003	\$	64,095.00
4	Falcon Crest	42055	Hovley Gardens Drive	624-430-004	\$	78,975.00
5	Falcon Crest	42065	Hovley Gardens Drive	624-430-005	\$	30,000.00
6	Falcon Crest	42075	Hovley Gardens Drive	624-430-006	\$	42,500.00
7	Falcon Crest	42085	Hovley Gardens Drive	624-430-007	\$	79,095.00
8	Falcon Crest	42095	Hovley Gardens Drive	624-430-008	\$	40,775.00
11	Falcon Crest	74576	Falcon Lane	624-430-011	\$	70,975.00
12	Falcon Crest	74562	Falcon Lane	624-430-012	\$	75,030.00
13	Falcon Crest	74548	Falcon Lane	624-430-013	\$	60,975.00
14	Falcon Crest	74534	Falcon Lane	624-430-014	\$	55,030.00
15	Falcon Crest	74520	Falcon Lane	624-430-015	\$	40,975.00
17	Falcon Crest	74492	Falcon Lane	624-430-017	\$	79,975.00
18	Falcon Crest	74478	Falcon Lane	624-430-018	\$	79,583.38
19	Falcon Crest	74464	Falcon Lane	624-430-019	\$	69,975.00
20	Falcon Crest	74450	Falcon Lane	624-430-020	\$	79,775.00
21	Falcon Crest	42050	Golden Eagle Lane	624-431-001	\$	50,000.00
23	Falcon Crest	42078	Golden Eagle Lane	624-431-003	\$	58,030.00
24	Falcon Crest	42092	Golden Eagle Lane	624-431-004	\$	60,120.00
25	Falcon Crest	42106	Golden Eagle Lane	624-431-005	\$	68,095.00
26	Falcon Crest	42120	Golden Eagle Lane	624-431-006	\$	79,120.00
27	Falcon Crest	42134	Golden Eagle Lane	624-431-007	\$	71,095.00
28	Falcon Crest	42148	Golden Eagle Lane	624-431-008	\$	56,120.00
29	Falcon Crest	42162	Golden Eagle Lane	624-431-009	\$	47,530.00
30	Falcon Crest	42176	Golden Eagle Lane	624-431-010	\$	75,120.00
31	Falcon Crest	42190	Golden Eagle Lane	624-431-011	\$	80,000.00
32	Falcon Crest	42204	Golden Eagle Lane	624-431-012	\$	60,000.00
33	Falcon Crest	42218	Golden Eagle Lane	624-431-013	\$	60,120.00
34	Falcon Crest	42232	Golden Eagle Lane	624-431-014	\$	73,095.00
35	Falcon Crest	42246	Golden Eagle Lane	624-431-015	\$	45,920.00
36	Falcon Crest	42253	Verdin Lane	624-431-016	\$	70,271.00
37	Falcon Crest	42239	Verdin Lane	624-431-017	\$	60,000.00
38	Falcon Crest	42225	Verdin Lane	624-431-018	\$	79,208.00
39	Falcon Crest	42211	Verdin Lane	624-431-019	\$	78,030.00
40	Falcon Crest	42197	Verdin Lane	624-431-020	\$	80,000.00
41	Falcon Crest	42183	Verdin Lane	624-431-021	\$	64,095.00
42	Falcon Crest	42169	Verdin Lane	624-431-022	\$	78,600.00
43	Falcon Crest	42155	Verdin Lane	624-431-023	\$	45,030.00
44	Falcon Crest	42141	Verdin Lane	624-431-024	\$	75,095.00
45	Falcon Crest	42127	Verdin Lane	624-431-025	\$	76,120.00
46	Falcon Crest	42113	Verdin Lane	624-431-026	\$	60,895.00
49	Falcon Crest	42071	Verdin Lane	624-431-029	\$	79,800.00
50	Falcon Crest	42057	Verdin Lane	624-431-030	\$	78,475.00
51	Falcon Crest	42090	Hovley Gardens Drive	624-440-001	\$	78,095.00
52	Falcon Crest	42100	Hovley Gardens Drive	624-440-002	\$	63,000.00
54	Falcon Crest	42162	Verdin Lane	624-440-004	\$	109,500.00
56	Falcon Crest	42190	Verdin Lane	624-440-006	\$	63,000.00
57	Falcon Crest	42204	Verdin Lane	624-440-007	\$	49,286.82
58	Falcon Crest	42218	Verdin Lane	624-440-008	\$	60,000.00

59	Falcon Crest	74530	King Fisher Circle	624-440-009	\$	64,997.00
61	Falcon Crest	74558	King Fisher Circle	624-440-011	\$	55,620.00
62	Falcon Crest	74572	King Fisher Circle	624-440-012	\$	80,000.00
63	Falcon Crest	74586	King Fisher Circle	624-440-013	\$	43,440.00
64	Falcon Crest	74600	King Fisher Circle	624-440-014	\$	80,000.00
65	Falcon Crest	74614	King Fisher Circle	624-440-015	\$	44,895.00
66	Falcon Crest	74628	King Fisher Circle	624-440-016	\$	71,358.00
67	Falcon Crest	74642	King Fisher Circle	624-440-017	\$	80,000.00
68	Falcon Crest	74656	King Fisher Circle	624-440-018	\$	71,867.00
69	Falcon Crest	74670	King Fisher Circle	624-440-019	\$	71,000.00
70	Falcon Crest	74684	King Fisher Circle	624-440-020	\$	41,440.00
71	Falcon Crest	74698	King Fisher Circle	624-440-021	\$	79,771.00
72	Falcon Crest	74712	King Fisher Circle	624-440-022	\$	65,030.00
74	Falcon Crest	74747	King Fisher Circle	624-440-025	\$	70,195.00
75	Falcon Crest	74733	King Fisher Circle	624-440-026	\$	72,975.00
78	Falcon Crest	74691	King Fisher Circle	624-440-029	\$	45,920.00
79	Falcon Crest	74677	King Fisher Circle	624-440-030	\$	80,000.00
80	Falcon Crest	74663	King Fisher Circle	624-440-031	\$	78,030.00
81	Falcon Crest	74621	King Fisher Circle	624-441-001	\$	69,530.00
82	Falcon Crest	74607	King Fisher Circle	624-441-002	\$	49,975.00
83	Falcon Crest	74593	King Fisher Circle	624-441-003	\$	71,328.00
84	Falcon Crest	74579	King Fisher Circle	624-441-004	\$	74,975.00
85	Falcon Crest	74565	King Fisher Circle	624-441-005	\$	79,205.00
86	Falcon Crest	74551	King Fisher Circle	624-441-006	\$	40,775.00
87	Falcon Crest	74537	King Fisher Circle	624-441-007	\$	63,000.00
88	Falcon Crest	74523	King Fisher Circle	624-441-008	\$	57,975.00
89	Falcon Crest	74509	King Fisher Circle	624-441-009	\$	78,820.00
90	Falcon Crest	74495	King Fisher Circle	624-441-010	\$	77,975.00
91	Falcon Crest	74481	King Fisher Circle	624-441-011	\$	78,095.00
92	Falcon Crest	74467	King Fisher Circle	624-441-012	\$	71,975.00
93	Falcon Crest	74453	King Fisher Circle	624-441-013	\$	54,030.00
95	Desert Rose	75369	Kelsey Circle South	634-241-002	\$	11,934.00
96	Desert Rose	75367	Kelsey Circle South	634-241-003	\$	17,901.00
97	Desert Rose	75359	Kelsey Circle South	634-241-004	\$	8,944.00
98	Desert Rose	75357	Kelsey Circle South	634-241-005	\$	23,100.00
99	Desert Rose	75349	Kelsey Circle South	634-241-006	\$	17,876.00
100	Desert Rose	75347	Kelsey Circle South	634-241-007	\$	31,575.00
101	Desert Rose	75339	Kelsey Circle South	634-241-008	\$	27,560.00
102	Desert Rose	75337	Kelsey Circle South	634-241-009	\$	16,269.00
103	Desert Rose	75329	Kelsey Circle South	634-241-010	\$	50,777.00
104	Desert Rose	43940	Rockrose Court	634-241-011	\$	8,944.00
105	Desert Rose	43960	Rockrose Court	634-241-012	\$	8,009.00
106	Desert Rose	43980	Rockrose Court	634-241-013	\$	13,492.00
107	Desert Rose	43995	Rockrose Court	634-241-014	\$	1,589.00
109	Desert Rose	43955	Rockrose Court	634-241-016	\$	11,496.00
111	Desert Rose	43915	Rockrose Court	634-241-018	\$	500.00
112	Desert Rose	43905	Rockrose Court	634-241-019	\$	11,501.00
113	Desert Rose	75319	Kelsey Circle South	634-241-020	\$	3,300.00
114	Desert Rose	75309	Kelsey Circle South	634-241-021	\$	5,000.00
115	Desert Rose	75307	Kelsey Circle South	634-241-022	\$	1,479.00
116	Desert Rose	75299	Kelsey Circle South	634-241-023	\$	11,199.00
117	Desert Rose	75297	Kelsey Circle South	634-241-024	\$	4,000.00

118	Desert Rose	75294	Kelsey Circle South	634-241-025	\$	17,945.00
119	Desert Rose	75296	Kelsey Circle North	634-241-026	\$	17,478.00
120	Desert Rose	75304	Kelsey Circle North	634-241-027	\$	20,000.00
121	Desert Rose	75306	Kelsey Circle North	634-241-028	\$	13,543.00
122	Desert Rose	75314	Kelsey Circle North	634-241-029	\$	2,808.00
123	Desert Rose	75316	Kelsey Circle North	634-241-030	\$	13,778.00
124	Desert Rose	75326	Kelsey Circle North	634-241-031	\$	31,810.00
125	Desert Rose	43795	Kelsey Court	634-241-032	\$	2,000.00
126	Desert Rose	43775	Kelsey Court	634-241-033	\$	3,500.00
127	Desert Rose	43755	Kelsey Court	634-241-034	\$	27,000.00
129	Desert Rose	43735	Kelsey Court	634-241-035	\$	30,000.00
130	Desert Rose	43715	Kelsey Court	634-241-036	\$	5,000.00
131	Desert Rose	43705	Kelsey Court	634-241-037	\$	30,000.00
132	Desert Rose	43685	Kelsey Court	634-241-038	\$	2,000.00
133	Desert Rose	43675	Kelsey Court	634-241-039	\$	14,176.00
134	Desert Rose	43680	Kelsey Court	634-241-040	\$	5,000.00
135	Desert Rose	43690	Kelsey Court	634-241-041	\$	24,500.00
136	Desert Rose	43710	Kelsey Court	634-241-042	\$	28,884.43
138	Desert Rose	43740	Kelsey Court	634-241-044	\$	22,000.00
139	Desert Rose	43760	Kelsey Court	634-241-045	\$	47,253.00
140	Desert Rose	43780	Kelsey Court	634-241-046	\$	1,529.00
141	Desert Rose	75334	Kelsey Circle North	634-241-047	\$	14,824.00
142	Desert Rose	75344	Kelsey Circle North	634-241-048	\$	16,858.00
143	Desert Rose	75346	Kelsey Circle North	634-241-049	\$	17,805.00
145	Desert Rose	75356	Kelsey Circle North	634-241-051	\$	51,948.00
146	Desert Rose	75364	Kelsey Circle North	634-241-052	\$	14,034.00
147	Desert Rose	75366	Kelsey Circle North	634-241-053	\$	37,500.00
149	Desert Rose	75376	Kelsey Circle North	634-241-055	\$	14,964.00
150	Desert Rose	75406	Wildflower Lane	634-061-003	\$	13,306.00
151	Desert Rose	75414	Wildflower Lane	634-061-004	\$	3,400.00
153	Desert Rose	75424	Wildflower Lane	634-061-006	\$	19,239.00
154	Desert Rose	75426	Wildflower Lane	634-061-007	\$	45,000.00
156	Desert Rose	75436	Wildflower Lane	634-061-009	\$	34,093.04
157	Desert Rose	75444	Wildflower Lane	634-061-010	\$	17,937.00
158	Desert Rose	75446	Wildflower Lane	634-061-011	\$	15,000.00
159	Desert Rose	75454	Wildflower Lane	634-061-012	\$	20,000.00
160	Desert Rose	75456	Wildflower Lane	634-061-013	\$	17,369.00
161	Desert Rose	75464	Wildflower Lane	634-061-014	\$	32,000.00
162	Desert Rose	75466	Wildflower Lane	634-061-015	\$	17,899.00
163	Desert Rose	75474	Wildflower Lane	634-061-016	\$	6,147.00
164	Desert Rose	75476	Wildflower Lane	634-061-036	\$	30,000.00
165	Desert Rose	43820	Blueberry Lane	634-061-037	\$	23,000.00
167	Desert Rose	43860	Blueberry Lane	634-061-039	\$	24,347.00
168	Desert Rose	43880	Blueberry Lane	634-061-021	\$	25,500.00
169	Desert Rose	43910	Blueberry Lane	634-061-022	\$	12,834.00
170	Desert Rose	43920	Blueberry Lane	634-061-023	\$	17,568.00
172	Desert Rose	43940	Blueberry Lane	634-061-025	\$	37,679.00
173	Desert Rose	43960	Blueberry Lane	634-061-026	\$	2,500.00
174	Desert Rose	43980	Blueberry Lane	634-061-027	\$	13,100.00
176	Desert Rose	75485	Orange Blossom Lane	634-061-029	\$	11,916.00
178	Desert Rose	75475	Orange Blossom Lane	634-061-030	\$	5,000.00
179	Desert Rose	75473	Orange Blossom Lane	634-061-031	\$	24,000.00

180	Desert Rose	75465	Orange Blossom Lane	634-061-032	\$	16,481.00
181	Desert Rose	75463	Orange Blossom Lane	634-061-033	\$	500.00
182	Desert Rose	43925	Blueberry Lane	634-062-001	\$	16,425.00
183	Desert Rose	75464	Orange Blossom Lane	634-062-002	\$	3,500.00
184	Desert Rose	75456	Orange Blossom Lane	634-062-003	\$	6,984.00
185	Desert Rose	75454	Orange Blossom Lane	634-062-004	\$	20,000.00
186	Desert Rose	75446	Orange Blossom Lane	634-062-005	\$	48,156.00
187	Desert Rose	75444	Orange Blossom Lane	634-062-006	\$	500.00
188	Desert Rose	75436	Orange Blossom Lane	634-062-007	\$	32,250.00
189	Desert Rose	75434	Orange Blossom Lane	634-062-008	\$	47,537.00
190	Desert Rose	75426	Orange Blossom Lane	634-062-009	\$	45,385.00
191	Desert Rose	75424	Orange Blossom Lane	634-062-010	\$	16,750.00
192	Desert Rose	75416	Orange Blossom Lane	634-062-011	\$	1,500.00
193	Desert Rose	75414	Orange Blossom Lane	634-062-012	\$	38,849.00
194	Desert Rose	75406	Orange Blossom Lane	634-062-013	\$	24,000.00
195	Desert Rose	43880	Yellow Sage Drive	634-062-014	\$	1,500.00
196	Desert Rose	43860	Yellow Sage Drive	634-062-015	\$	6,121.00
197	Desert Rose	43850	Yellow Sage Drive	634-062-016	\$	11,762.00
198	Desert Rose	43830	Yellow Sage Drive	634-062-017	\$	24,000.00
199	Desert Rose	43820	Yellow Sage Drive	634-062-018	\$	17,827.00
200	Desert Rose	43800	Yellow Sage Drive	634-062-019	\$	17,832.00
201	Desert Rose	75405	Wildflower Lane	634-062-020	\$	500.00
202	Desert Rose	75423	Wildflower Lane	634-062-021	\$	52,684.00
203	Desert Rose	75425	Wildflower Lane	634-062-022	\$	16,169.00
205	Desert Rose	75435	Wildflower Lane	634-062-024	\$	27,000.00
206	Desert Rose	75443	Wildflower Lane	634-062-025	\$	2,458.00
207	Desert Rose	75445	Wildflower Lane	634-062-026	\$	18,032.00
208	Desert Rose	75453	Wildflower Lane	634-062-027	\$	8,845.00
209	Desert Rose	75455	Wildflower Lane	634-062-028	\$	27,500.00
210	Desert Rose	75463	Wildflower Lane	634-062-029	\$	1,379.00
211	Desert Rose	75465	Wildflower Lane	634-062-030	\$	17,838.00
213	Desert Rose	75475	Wildflower Lane	634-062-032	\$	20,000.00
214	Desert Rose	43905	Blueberry Lane	634-062-033	\$	500.00
215	Desert Rose	43895	Yellow Sage Drive	634-242-001	\$	13,577.00
216	Desert Rose	75370	Kelsey Circle South	634-242-002	\$	8,160.00
217	Desert Rose	75360	Kelsey Circle South	634-242-003	\$	9,592.00
218	Desert Rose	75358	Kelsey Circle South	634-242-004	\$	14,065.00
220	Desert Rose	75348	Kelsey Circle South	634-242-006	\$	1,500.00
222	Desert Rose	75338	Kelsey Circle South	634-242-008	\$	17,889.00
223	Desert Rose	75330	Kelsey Circle South	634-242-009	\$	14,302.00
225	Desert Rose	75320	Kelsey Circle South	634-242-011	\$	12,933.00
226	Desert Rose	75318	Kelsey Circle North	634-242-012	\$	19,319.00
229	Desert Rose	75313	Kelsey Circle North	634-242-015	\$	3,895.00
230	Desert Rose	75315	Kelsey Circle North	634-242-016	\$	10,000.00
231	Desert Rose	75323	Kelsey Circle North	634-242-017	\$	14,856.00
232	Desert Rose	75325	Kelsey Circle North	634-242-018	\$	18,088.00
233	Desert Rose	75333	Kelsey Circle North	634-242-019	\$	28,000.00
234	Desert Rose	75335	Kelsey Circle North	634-242-020	\$	41,426.00
235	Desert Rose	75343	Kelsey Circle North	634-242-021	\$	31,000.00
236	Desert Rose	75345	Kelsey Circle North	634-242-022	\$	47,143.00
237	Desert Rose	75353	Kelsey Circle North	634-242-023	\$	4,250.00
238	Desert Rose	75355	Kelsey Circle North	634-242-024	\$	32,569.00

239	Desert Rose	75363	Kelsey Circle North	634-242-025	\$	8,913.00
240	Desert Rose	75365	Kelsey Circle North	634-242-026	\$	17,159.00
241	Desert Rose	43815	Yellow Sage Drive	634-242-027	\$	1,000.00
242	Desert Rose	43825	Yellow Sage Drive	634-242-028	\$	14,000.00
243	Desert Rose	75360	Yellow Sage Drive	634-242-029	\$	10,619.00
244	Desert Rose	75356	Yellow Sage Drive	634-242-030	\$	16,000.00
245	Desert Rose	75354	Yellow Sage Drive	634-242-031	\$	17,478.00
246	Desert Rose	75346	Yellow Sage Drive	634-242-032	\$	17,256.00
247	Desert Rose	75344	Yellow Sage Drive	634-242-033	\$	15,000.00
248	Desert Rose	75336	Yellow Sage Drive	634-242-034	\$	2,835.00
249	Desert Rose	75334	Yellow Sage Drive	634-242-035	\$	27,300.00
250	Desert Rose	75343	Yellow Sage Drive	634-242-036	\$	2,700.00
252	Desert Rose	75353	Yellow Sage Drive	634-242-038	\$	11,722.00
253	Desert Rose	75355	Yellow Sage Drive	634-242-039	\$	10,361.00
254	Desert Rose	43875	Yellow Sage Drive	634-242-040	\$	32,569.00
255	Desert Rose	43865	Yellow Sage Drive	634-242-041	\$	18,000.00
256	Desert Rose	75365	Yellow Sage Drive	634-242-042	\$	25,500.00
258	Habitat	43-935	Buena Circle	622-200-059	\$	30,000.00
259	Habitat	73-371	Catalina Way	627-052-010	\$	35,000.00
260	Habitat	74-030	Goleta Avenue	625-021-022	\$	42,600.00
261	Habitat	74-470	Goleta Avenue	625-031-025	\$	44,500.00
262	Habitat	74-490	Goleta Avenue	625-031-026	\$	44,500.00
263	Habitat	43-101	Virginia Ave	637-362-014	\$	20,000.00
264	Habitat	74-065	Goleta Avenue	625-022-005	\$	20,000.00
265	Habitat	74-016	El Cortez Way	625-061-026	\$	31,000.00
266	Habitat	44879	San Benito Circle	627-092-050	\$	34,200.00
267	Habitat	44885	San Benito Circle	627-092-054	\$	25,200.00
271	PPMHP	43-155	Portola Avenue #8	622-351-008	\$	2,925.00
276	PPMHP	43-155	Portola Avenue #25	622-351-025	\$	25,899.00
278	PPMHP	43-155	Portola Avenue #34	622-351-034	\$	2,925.00
279	PPMHP	43-155	Portola Avenue #62	622-351-062	\$	28,217.00
283	PPMHP	43-155	Portola Avenue #126	622-351-126	\$	2,925.00
289	Rehab Program	42-662	Rebecca Road	624-141-042	\$	22,000.00
290	Rehab Program	42-740	Rebecca Road	624-141-040	\$	30,000.00
293	Self Help	74522	Merle Drive	624-441-014	\$	25,000.00
294	Self Help	74536	Merle Drive	624-441-015	\$	67,200.00
295	Self Help	74550	Merle Drive	624-441-016	\$	25,000.00
296	Self Help	74564	Merle Drive	624-441-017	\$	100,000.00
297	Self Help	74578	Merle Drive	624-441-018	\$	25,000.00
298	Self Help	74592	Merle Drive	624-441-019	\$	67,200.00
299	Self Help	74606	Merle Drive	624-441-020	\$	25,000.00
300	Self Help	74620	Merle Drive	624-441-021	\$	76,200.00
301	Self Help	74634	Merle Drive	624-441-022	\$	25,000.00
302	Self Help	74696	Merle Drive	624-440-032	\$	97,200.00
303	Self Help	74710	Merle Drive	624-440-033	\$	25,000.00
304	Self Help	74724	Merle Drive	624-440-034	\$	25,000.00
305	Self Help	74738	Merle Drive	624-440-035	\$	25,000.00
306	Self Help	74752	Merle Drive	624-440-036	\$	25,000.00
					\$	8,942,909.67

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Cristal Ortega, Senior Management Analyst

SUBJECT: RATIFICATION AND UPDATE OF VENDOR AND CONTRACTOR
PREQUALIFICATION LIST SUBMISSIONS THROUGH FEBRUARY 11,
2025

RECOMMENDATION:

Ratify the attached updated prequalified vendor and contractor list submissions received through February 11, 2025, for the City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority, and Desert Willow Golf Resort.

BACKGROUND/ANALYSIS:

Section 3.30.160 of the City's Municipal Code/Purchasing Ordinance establishes that the purchasing officer may create an approved vendor list for the purposes of providing specified services and goods for the fiscal year for ongoing cleanup, maintenance and different routine items that are of a continuing nature. The City has used approved vendor lists for quite some time, however began vetting vendors more thoroughly as a result of changes to the Code in 2022, that implemented best practices in this area.

The new process includes posting applications to our online portal OpenGov. The General Vendor and Contractor Prequalification Applications for FY 2024-25 were released on July 1, 2024, with a response deadline of June 30, 2025. This system enables the city to streamline procurement and efficiently meet its operational needs by maintaining a readily available list of prequalified vendors.

Each fiscal year, an invitation to be included on the City's Approved Vendor List is posted and remains posted throughout the fiscal year to offer vendors an opportunity to provide pricing throughout the year and provide equal bidding opportunities. Additions to the vendor list may be approved continuously by the purchasing officer. Vendors are fully vetted by staff and required to provide updated pricing annually. Utilization of vendors on the list is to be prioritized by pricing, then by other appropriate criteria including quality, capability, availability, or similar criteria.

The vendor list is divided into two categories: general vendors and contractors. By registering in the City's OpenGov platform, vendors are entered into the OpenGov database and receive updates on upcoming projects. The prequalification process ensures vendors meet minimum standards, including requirements for insurance, references, Contractors State License Board (CSLB) and the Department of Industrial Relations (DIR) registration status, and other documentation. Approved vendors remain on the list for up to 24 months.

This action seeks to ratify and update the current prequalified vendor and contractor list, reflecting submissions received through February 11, 2025, for FY 2024-25.

Legal Review:

This report has been reviewed by the City Attorney's Office

FINANCIAL IMPACT:

There is no direct fiscal impact associated with this action as potential purchases and contract amounts must be included in the budget for FY 2024-25. Contracts for the subsequent year are subject to appropriation pursuant to the policy.

ATTACHMENTS:

1. Prequalified Vendor List (Combined) July 1, 2024, through February 11, 2025
2. Prequalified Contractor Prequalification List (Combined) July 1, 2024, through February 11, 2025

Vendor	Contact Name	Contact Email	Contact Phone	Description	City	State
4Tech Solutions LLC	Lindsay Martin	lindsay@4tech4me.com		IT solutions, including hardware, software, and support services, designed to meet the diverse needs of our clients.	Mcdonough	GA
A & M IMPORT/EXPORT Ltd	WILBERT KIGULU	wilbert@amimportexport.com		Technology Equipment and Office, Safety, Janitorial Supplies	Padadena	CA
ACE Parking	Connie Hu	chu@aceparking.com		Parking, mobility, shuttle and hospitality solutions.	Los Angeles	CA
ACS-US	Arti Sanghi	sanghiarti@gmail.com	(515) 708-1906	Wholesale Supplier of Poly Sandbags	Prosper	TX
Alinea Health	Li Ma	development@alineah.com		Professional Psychological Clinic	Brea	CA
All Road Communications	Nicole Garegnani	zachary@allroadsat.com	(619) 531-0686	Satellite phones and internet equipment and services	San Diego	CA
Arellano Associates	Chrissy Hennings	chennings@arellanoassociates.com	(909) 627-2974	Communications and public outreach	Chino Hills	CA
Atomic D	Peter Williams	accounts@designerds.co	(415) 926-3686	Design, strategy, and marketing services	San Francisco	CA
BAY AREA EPOXY WHOLESAL	ARJUN SINGH	sales@bayareaepoxywholesale.com	(510) 362-8501	Epoxy flooring products and related materials	Hayward	CA
BSN Sports LLC	Chris Bloomfield	bsn@bsnsports.com		Athletic & PE equipment, supplies & apparel	Dallas	TX
Chipsy.io	Ren Agarwat	ren@chipsy.io	(415) 237-1997	Enterprise software solutions	San Francisco	CA
Consolidated Wash Industries, LLC	Michael Rose	accounting@cmwashequipment.com	(951) 471-5590	Commercial Power washer Sales, Service and maintenance. Closed loop water recycling system.	Lake Elsinore	CA
Dependable Break Room Solutions, Inc.	Donia Bertolette	donia@dependablevend.com	(909) 982-7423	Vending, Micro Market, Office Coffee, Water Filtration and Ice Machine Rentals	Upland	CA
Desert Tree Spraying	Missie Nunez	missie@ontheflypestcontrol.com	(760) 848-7979	Tree and plant care	Indian Wells	CA
District Partnerships & Consulting, LLC	John Pannell	jpannell@districtpartnerships.com	(202) 812-3175	HR, Executive Search	Alexandria	VA
EcoBrite Services Janitorial and Floor Care	Shawnee Driskell	marketing@ecobriteservices.com	(971) 278-5363	Janitorial and Floorcare	Lehi	WA
ELS Medical Billing Group LLC	Erica Smith	info@elsmedicalbillinggroup.net	(706) 873-9516	Medical Billing	LaGrange	GA
EnviroMINE, Inc	Travis Jokerst	dennis@enviromineinc.com	(619) 284-8515	Permitting, planning, project management, mapping, market analysis, GIS, aerial imagery.	San Diego	CA
Fivestar Rubber Stamp Etc., Inc.	Zain Zaidi	quality@fivestarstamp.com	(714) 774-6222	Custom rubber stamps, signs, seals, awards, trophies, and personalized gifts	Anaheim	CA
GLENDALE PARADE STORE, LLC	Cheryl Rechner	cheryl@glendale.com		Flags, Flag Poles, Flag Carriers, Honor Guard Replica Rifles & Swords, Gloves, Memorial items, Police and Fire Department belts, Boots, Holsters.	San Antonio	TX
Great Lakes Label, LLC	Macarena Gonnella	mgonnella@greatlakeslabel.com	(616) 647-9880 Ext: 110	Label design and printing capabilities with flexo and digital presses in all industries custom and generic labels/decals/stickers, heat shrink sleeves/labels in rolls, sheeted, booklets, fan folded labeling and more; Labeling applicators: CTM, Universal, Altech, LabelGator Brand. Sato and Novexx printers and Armor Thermal and Direct Thermal Transfer Ribbons	Constock Park	MI
Guidepost Solutions	Leslie Lyons	bd@guidepostsolutions.com	(510) 250-6241	Security technology, cybersecurity, risk management, investigations, monitoring, and compliance services	Walnut Creek	CA
Hamilton Staffing Solutions	Angela Hamilton	angela.h@hamiltonstaffingsolutions.com	(352) 394-8777	Staffing Services	Clermont	FL
HF&H Consultants	Natasha Brown	nbrown@hfh-consultants.com	(925) 210-2467	Solutions to local governments in recycling and solid waste services, and water, wastewater, and stormwater services.	Irvine	CA
Integrated Psychological Assessment Services Inc	Stephanie Williams	swilliams@ipasinc.net	(408) 201-9850	Behavioral health services consulting firm with expertise in providing clinical, forensic, and public safety services	Gilroy	CA
Junior Library Guild	Bids Team	jlgbids@juniorlibraryguild.com	(800) 325-9558	Print Books	Plain City	OH
KELLAR EQUIPMENT	CY KELLAR	accounting@kellarequipment.com	(909) 795-5500	Equipment Sales and Leasing	Yucaipa	CA
Keyser Marston Associates, Inc.	Kimberly Heaton	kheaton@keysermarston.com	(415) 398-3050	Real Estate and Economic Consulting	San Rafael	CA
Laday Consulting Group	Oranos Mekwian	omekwian@ladayucg.com	(310) 968-7263	Civil engineering consulting	Palos Verdes Estates	CA
Method Automation Services Inc.	Paul Konieczny	paulk@method-automation.com	(724) 227-0711 Ext: 301	Business processes automation	New Kingston	PA
Modern Misting Systems	Ryan Risk	kimberly@modernmisting.com		Outdoor misting systems	Palm Desert	CA
MOHAWK COMMERCIAL INC	Derek Carnes	contract_compliance@mohawkkind.com	(706) 622-6228	Flooring coverings	Cathoun	GA
NCH CORPORATION	TONI BOYD	fe.bids@nch.com		Manufacturer & distributor of chemicals & lubricants, water treatment (including boilers, cooling towers & closed loop systems, drain treatment, odor control, janitorial chemicals, pesticides, & specialty chemicals.	Irving	TX
ODP Business Solutions, LLC	Cathe Collins	catherine.collins@odpbusiness.com	(760) 347-8554	Supplies, products, and technology solutions	Signal Hill	CA
OEM Materials & Supplies	Jake Shaw	jake@oemmaterials.com	(714) 564-9600 Ext: 2226	Shipping & Packaging materials and supplies.	Santa Ana	CA
Outdoorlink Inc	Dave Ramirez	dave@outdoorlinkinc.com	(813) 758-7762	Outdoorlink Smart Controllers	Huntsville	AL
Pacific Products and Services LLC	Anthony Ribas	anthony@pacificproductsandservices.com	(800) 320-3230	Traffic control equipment, finished street signs, cones, delineators, barricades, safety apparel	Anaheim	CA
Partners In Diversity, Inc.	Arlene Apodaca	arlene.apodaca@p-i-d.biz	(626) 793-0020	Administrative, financial, IT, and professional staffing, ensuring we provide the right talent to help businesses thrive.	Santa Fe Springs	CA
PlanIT Print Works	Samantha Wright	sam@planitprintworks.com	(949) 207-8269	Printing services	Palm Desert	CA
Poolweb, LLC	Norma Martin	norma@poolweb.com		Swimming pool equipment, supplies and parts	Palm Desert	ME
Premier Marketing MC Inc	Ciraci Frank	frank.ciraci@proforma.com	(248) 534-3960	Marketing and branding products and services	Dana Point	CA
propertyworx LLC	Penny Maus	penny@propertyworxca.com	(760) 845-8194	Real Estate and Land Use Consulting Services	San Diego	CA
Qualified Mobile, Inc.	Don Cremer	doncremer@myqmi.com	(951) 549-8383	Fleet washing and hard surface industrial power washing, steam cleaning services.	Norco	CA
RCR Traffic Specialist	Allison Hill	allison@rcrtraffic.com		Equipment Sales and Rentals	Los Alamitos	CA
RKA Consulting Group	Denise Stevenson	d Stevenson@rkagroup.com	(909) 594-9702	Engineering services, including civil engineering design, construction management, land surveying, traffic engineering, and development plan review.	Walnut	CA
sam's handyman service llc	samuel galvan	sgalvan77@live.com		General construction, renovation, drywall, tile, cabinets, Painting, doors, windows, framing.	Coachella	CA
SEPCO Solar Electric Power Company	Stephanie Holloran	info@sepconet.com	(772) 220-6615	Manufacturer of solar lighting and remote power systems	Colton	CA
Signarama Palm Desert	Jeff Gradt	jeff@pdsignarama.com		Sign manufacturing and installation	Palm Desert	CA
Sirena Media LLC	Silvia Santilli	silvia@sirenamedia.com	(786) 468-3326	Training videos, public service announcements (PSAs), and public awareness campaigns.	North Bay Village	FL
Snaphook Hockey and Figure	Ted Genereux	snaphooksales@gmail.com		Sales of Golf Course Products	Rancho Mirage	CA
Southstar Engineering & Consulting, Inc.	Patrick Evans	pevans@southstareng.com		Engineering Services	Riverside	CA
Sparkle Genius LLC	Mansoor Wali	sgreg@sparklegenius.com		Staffing and consulting service	Henrico	VA
Star Retail Advisors	Todd Star	tstar@starretailadvisors.com	(310) 892-9732	Real estate advisory firm.	Calabasas	CA
Strategic Amelioration LLC	Mary Tadros	maryt@strategicamelioration.com	(407) 476-3266	Project Management, Financial Analysis, Marketing Strategy & Implementation, Advertising, Business Consultation, Business Coaching, Mental Health Coaching	Orlando	FL
Terracon Consultants, Inc.	Mark Mourey	socialmarketing@terracon.com	(909) 824-7311	Engineering consulting firm providing environmental, geotechnical, materials services, and facilities.	Colton	CA
THE CONVERSE PROFESSIONAL GROUP, dba Converse Consultants	Eileen Donovan	edonovan@converseconsultants.com	(626) 930-1265	Environmental and geotechnical services, as well as materials testing and inspection services.	Redlands	CA
The Public Group	Heather Whatcott	heatherwhatcott@thepublicgroup.com	(801) 932-7000 Ext: 415	Auction services	Provo	UT
Tullis Strategic Solutions LLC	Gregory Tullis	greg@tullisstrategic.com		IT Professional Services, Software Development, AI Development and Integration	Bowie	MD
Urban Accounting & Consulting	Liberty Urban	liberty@urban-accounting.com		Accounting and consulting services	Indio	CA
US Bus Charter & Limo DBA: US Coachways, Inc	Edward Telmany	rft@uscoachwaysinc.com		Ground travel passenger transportation services	Holmdel	NJ
Vector Resources, Inc. dba VectorUSA	Scott Shiffer	sshiffer@vectorusa.com	(909) 552-5300	Technology solution provider	Rancho Cucamonga	CA

FY 2024/25
Contractor Prequalification List
7/1/2024 - 2/11/2025

Vendor	Services	City	State
ACCO ENGINEERED SYSTEMS INC	C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING C36 - PLUMBING C38 - REFRIGERATION C10 - ELECTRICAL B - GENERAL BUILDING A - GENERAL ENGINEERING C42 - SANITATION SYSTEM C16 - FIRE PROTECTION	Pasadena	CA
AEA Plumbing, Inc.	C36 - PLUMBING B - GENERAL BUILDING	Indio	CA
ALS Construction & Renovation	B - GENERAL BUILDING	Pacific Grove	CA
Asphalt, Fabric & Engineering, INC.	A - GENERAL ENGINEERING C-61 / D12 - SYNTHETIC PRODUCTS B - GENERAL BUILDING C27 - LANDSCAPING	Signal Hill	CA
Best Contracting Services, Inc.	C39 - ROOFING B - GENERAL BUILDING A - GENERAL ENGINEERING C43 - SHEET METAL C17 - GLAZING	Gardena	CA
Capital Building Services, Inc.	B - GENERAL BUILDING	Rancho Mirage	CA
Century Paving Inc.	C12 - EARTHWORK AND PAVING A - GENERAL ENGINEERING C32 - PARKING AND HIGHWAY IMPROVEMENT C-61 / D12 - SYNTHETIC PRODUCTS	La Mirada	CA
Chrisp Company	A - GENERAL ENGINEERING C13 - FENCING C32 - PARKING AND HIGHWAY IMPROVEMENT	Fremont	CA
CMIP LLC	A - GENERAL ENGINEERING B - GENERAL BUILDING	Lanscaster	CA
CMWILLIAMSON ENGINEERING CORPORATION	A - GENERAL ENGINEERING	Palm Desert	CA
Color New Co	C33 - PAINTING AND DECORATING B - GENERAL BUILDING	Woodland Hills	CA
Contera Construction Corporation	A - GENERAL ENGINEERING C12 - EARTHWORK AND PAVING B - GENERAL BUILDING	Temecula	CA
Del's Flooring Contractors Inc	C15 - FLOORING AND FLOOR COVERING C54 - TILE (CERAMIC AND MOSAIC)	Palm Desert	CA
Eagle Eye Demolition, Inc	C21 - BUILDING MOVING, DEMOLITION	La Verne	CA
EBS General Engineering, Inc.	A - GENERAL ENGINEERING	Corona	CA
Empyrean Plumbing, Inc.	C36 - PLUMBING C34 - PIPELINE B - GENERAL BUILDING C-2 - INSULATION AND ACOUSTICAL	Riverside	CA
Ewing Painting Inc	C33 - PAINTING AND DECORATING	Beaumont	CA
Farley Interlocking Pavers	C-61 / D06 - CONCRETE RELATED SERVICES	Palm Desert	CA
FLOOR TECH AMERICA, INC	C15 - FLOORING AND FLOOR COVERING C-61 / D34 - PREFABRICATED EQUIPMENT	Pomona	CA
Fluoresco Services, LLC	C10 - ELECTRICAL C45 - ELECTRICAL SIGNS C-61 / D42 - NON-ELECTRICAL SIGN INSTALLATION	Tucson	AZ
Fox Company Electric, LLC	C10 - ELECTRICAL	Desert Hot Springs	CA
GA Technical Services, Inc.	C-7 - LOW VOLTAGE SYSTEMS C10 - ELECTRICAL B - GENERAL BUILDING	Glendora	CA
Garland / DBS, Inc.	B - GENERAL BUILDING	Cleveland	OH
HORIZON PROFESSIONAL LANDSCAPE INC	C27 - LANDSCAPING	Coachella	CA
Mariposa Landscapes, Inc.	C27 - LANDSCAPING A - GENERAL ENGINEERING C-61 / D49 - TREE SERVICE C31 - CONSTRUCTION ZONE TRAFFIC CONTROL	Irwindale	CA
Nationwide Construction Inc	B - GENERAL BUILDING C33 - PAINTING AND DECORATING	San Bernardino	CA
Oakview Constructors, Inc.	B - GENERAL BUILDING C-8 - CONCRETE	Calimesa	CA
Paul Davis Restoration of Greater Palm Springs	B - GENERAL BUILDING	Palm Desert	CA

FY 2024/25
Contractor Prequalification List
7/1/2024 - 2/11/2025

Pixabytes Solutions Inc	C-7 - LOW VOLTAGE SYSTEMS	Callexico	CA
Pro-Craft Construction, Inc.	C36 - PLUMBING C34 - PIPELINE B - GENERAL BUILDING C42 - SANITATION SYSTEM C-2 - INSULATION AND ACOUSTICAL A - GENERAL ENGINEERING C16 - FIRE PROTECTION	Redlands	CA
R DEPENDABLE CONST INC	B - GENERAL BUILDING		
R&R B Inc DBA Servpro of Palm Springs/Indio/Coachella/Indian Wells/La Quinta	B - GENERAL BUILDING C22 - ASBESTOS ABATEMENT (Check DOSH Asbestos Registration) C-61 / D64 - WATER/FIRE/MOLD REMEDIATION	Chino	CA
Reed Family Enterprises, Inc.	B - GENERAL BUILDING	Temecula	CA
Sign Factory, Printing & Office Equipment, Inc.	C-61 / D42 - NON-ELECTRICAL SIGN INSTALLATION C45 - ELECTRICAL SIGNS C10 - ELECTRICAL B - GENERAL BUILDING	El Centro	CA
Sky Construction Services Inc	C12 - EARTHWORK AND PAVING C-61 / D63 - CONSTRUCTION CLEAN-UP	Rancho Mirage	CA
Socal Electrical and Lighting Inc	C10 - ELECTRICAL	Palm Desert	CA
St. Francis Electric, LLC.	A - GENERAL ENGINEERING C10 - ELECTRICAL	San Leandro	CA
stallworth construction and management corp	B - GENERAL BUILDING	Palmdale	CA
STREETLIGHT RESTORATION SPECIALISTS, INC.	C-61 / D64 - LIGHTPOLE RESTORATION C33 - PAINTING AND DECORATING	Simi Valley	CA
The Machado Environmental Corp.	C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING	Glendale	CA
The Van Dyke Corporation	C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING C34 - PIPELINE C36 - PLUMBING A - GENERAL ENGINEERING	29 Palms	CA
Three Peaks Corp	A - GENERAL ENGINEERING B - GENERAL BUILDING C33 - PAINTING AND DECORATING C10 - ELECTRICAL	Calimesa	CA
Tri-Star Contracting II, Inc.	A - GENERAL ENGINEERING	Desert Hot Springs	CA
Vector Resources, Inc. dba VectorUSA	C-7 - LOW VOLTAGE SYSTEMS C10 - ELECTRICAL B - GENERAL BUILDING C-61 / D56 - TRENCHING ONLY	Torrance	CA
Vintage Landscape	A - GENERAL ENGINEERING C27 - LANDSCAPING	La Quinta	CA
VM Pool Services & Repair	C-61 / D35 - POOL AND SPA MAINTENANCE C53 - SWIMMING POOL	Indio	CA
VSC Incorporated	A - GENERAL ENGINEERING B - GENERAL BUILDING C10 - ELECTRICAL	Corona	CA
Wright Construction Engineering Corp.	A - GENERAL ENGINEERING	San Marcos	CA

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Veronica Chavez, Director of Finance

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. C39690 LEASE AGREEMENT
WITH DESERT RECREATION DISTRICT TO FACILITATE NECESSARY
BUILDING IMPROVEMENTS AT PALM DESERT COMMUNITY CENTER

RECOMMENDATION:

1. Approve Amendment No. 2 to Contract No. C39690, the Desert Recreation District Lease Agreement.
2. Authorize City Manager to execute said amendment upon approval by the City Attorney.

BACKGROUND/ANALYSIS:

Since 2016, the City of Palm Desert (City) and Desert Recreation District (DRD) have been working to update and improve the Palm Desert Community Center (43900 San Pablo Avenue). The City owns the facility, and the DRD operates it according to a lease agreement that was effective January 1, 2020.

In June of 2023, the City Council approved Amendment No. 1 to the existing lease agreement allowing the City to provide a Tenant Improvement Allowance to fund DRD's necessary improvements and amend the lease to include a bi-annual lease payment to recover costs plus interest associated with the tenant improvements, as well as extend the term to 35 years to accommodate the repayment of the allowance.

The original project schedule anticipated completion by October 2024. On October 3, 2024, the City was notified that Substantial Completion was expected by October 21, 2024, after which the contractor would begin demobilization.

Soon after, delays occurred due to unexpected inspection requirements from the Fire Marshal, which differed from the previously approved stamped plans. Both the contractor and DRD have communicated challenges in completing the fire inspection process, as well as the limited availability of the Fire Marshall during the holiday season causing further delay to progress.

Due to these delays, an amendment is necessary to grant DRD an additional six months to submit its final reimbursement request from the Tenant Improvement Allowance (TIA). As a result, all reimbursement requests must be submitted no later than April 1, 2025 with repayment set to begin July 1, 2025.

All other terms of the contract will remain in effect.

Legal Review:

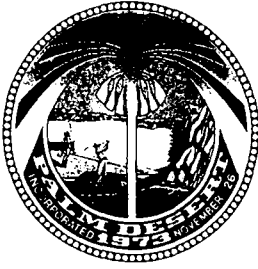
This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

The change in lease terms will include a lease payment from DRD in accordance with the agreed upon terms. The improvements at the Palm Desert Community Center qualify for the intended use of funds pursuant to the Bond Proceeds Funding Agreement and therefore will not adversely impact the General Fund.

ATTACHMENTS:

1. C39690 Executed Lease Agreement
2. Amendment No. 1
3. Amendment No. 2



CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760 346-0611
info@cityofpalmdesert.org

January 13, 2020

Mr. Kevin Kalman
General Manager
Desert Recreation District
45305 Oasis Street
Indio, California 92201

Dear ~~Mr. Kalman~~: *Kevin,*

Subject: Contract No. C39690 - Lease Agreement for the Palm Desert Community Center Building Located at 43900 San Pablo Avenue (APN 622-250-016)

At its regular meeting of December 12, 2019, the Palm Desert City Council, by Minute Motion, authorized: 1) Mayor to execute subject Lease Agreement between the City of Palm Desert and Desert Recreation District; 2) City Attorney to make non-substantive changes to the Agreement prior to final execution.

Enclosed is a fully executed Lease Agreement for your records. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

RACHELLE D. KLASSEN, MMC
CITY CLERK

RDK/mgs

Enclosure (as noted)

cc/enc: Ryan Stendell, Director of Community Development
Finance Department

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into as of January 1, 2020 (“Term Commencement Date”), by and between the CITY OF PALM DESERT, a California municipal corporation (“Lessor”) and the DESERT RECREATION DISTRICT, a California special district (“Lessee”). Lessor and Lessee are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Lessee previously owned certain real property in the City of Palm Desert, California, consisting of two (2) parcels of approximately thirty two (32) acres, including a recreation building and other improvements (“District Property”); and,

WHEREAS, the City of Palm Desert and the former Redevelopment Agency own a civic center site of approximately sixty three (63) acres on the northeast corner of Fred Waring Drive and San Pablo Avenue (“Civic Center Property”); and,

WHEREAS, pursuant to an Exchange Agreement and Transfer Instructions dated October 13, 1988, an Agreement for Cooperation dated October 13, 1988, and a Lease Agreement dated 1990, Lessee conveyed District Property to Lessor as consideration for the continued lease of operational facilities for Lessee on the Civic Center Property and a long term lease of a community recreation building constructed by Lessor for Lessee on the Civic Center Property (“Palm Desert Community Center”); and,

WHEREAS, the leased premises are located at 43900 San Pablo Avenue, Palm Desert, California 92260 (“Premises”), as legally described in **Exhibit “A”** attached hereto and incorporated herewith, and include all improvements located thereon, including capital improvements to the Premises as of the Term Commencement Date and as added or upgraded pursuant to the provisions of this Lease, including the City Improvements as defined in Section 5.2, along with the existing recreation building with dressing and activity rooms, reception area, storage, other usable space, and associated landscaping (“Improvements”); and,

WHEREAS, the Parties now wish to provide for the amendment and extension of their previous lease agreement and address future improvements and ongoing repairs to the Premises on the terms and conditions set forth in this Lease; and,

WHEREAS, upon the terms and conditions set forth hereinafter, Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor for the specific use and purpose of providing a recreation center (“Specific Use”); and,

NOW THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

TERM OF LEASE

1.1 Term. The "Term" of this Lease shall be twenty-five (25) years, commencing on January 20, 2020 (the "Term Commencement Date") with an option to renew the Lease at the Parties' mutual discretion for five (5), five (5)-year terms, unless terminated earlier by Lessor or Lessee (subject to terms herein).

1.2 Date of Lease and Legal Effect. The terms, covenants, and conditions of this Lease shall become legally binding on the Term Commencement Date.

1.3 Termination. The Parties may not terminate this Lease during the first twenty five (25) years of the Term or during any of the five (5)-year renewals. With a minimum six (6) months' notice either Party may terminate this Lease prior to any subsequent renewal date. This provision shall not apply in the event of a breach of the Lease or the mutual written agreement of the Parties.

ARTICLE 2

RENT

2.1 Base Rent. During the term of this Lease, Lessee shall pay to Lessor for each year from the Term Commencement Date One Dollar (\$1.00) ("Base Rent"). The Base Rent owing for the full term of the Lease shall be payable in advance of the Term Commencement Date.

ARTICLE 3

USE OF PREMISES AND COMPLIANCE WITH LAW

3.1 Use and Continuous Operation Covenant. Lessor's primary purpose for entering into this Lease is to provide for the operation of the Premises for the general public for the usual and customary services and facilities provided by the Desert Recreation District, including athletic facilities, recreational programs, and activities. Lessee shall routinely report to the City of Palm Desert's Parks and Recreation Commission at its regular meetings, but not less than once a year, a schedule of the availability of all facilities and of all programs and activities to be conducted on the Premises, including the time, date, and duration of such programs and activities. The concept of wholesome, affordable family recreation shall be promoted. Should the Lessee wish to substantially change programs and activities available at the facility, Lessee will provide Lessor an explanation of the changes desired and agrees to meet and confer with Lessor with the goal of mitigating any Lessor concerns regarding those desired changes.

3.2 Fees and Charges. The Lessee shall be responsible for setting fees and charges for participation in its various programs and activities conducted on the Premises or for use of the Premises provided. It is the Lessor's and Lessee's goal to permit participation by all socio-economic groups in the programs and activities conducted on the Premises. Reasonable cost of operation shall include, but not be limited to, all direct or indirect costs, such as overhead and amortization of capital improvements as otherwise allowed by law. The Lessee's schedule of fees under this Section 3.2 shall be submitted to the Lessor for prior written approval and any substantial changes to or

deviations from such schedule thereafter must be approved in writing by the Lessor. Lessor's consent to any fees or charges will not be unreasonably withheld.

3.3 Reports and Records. The Lessee shall maintain accurate records of the costs and revenues associated with operation of the Premises and the various programs and activities conducted on the Premises. Such records shall be available to Lessor for inspection upon request.

3.4 Parking. The Lessor shall make available and maintain at acceptable standards sufficient public parking to serve the Premises within the Palm Desert Civic Center area, specifically including handicapped and bicycle parking. Lessee acknowledges it does not have exclusive use of the entire parking area.

3.5 Compliance with Law. Except as otherwise provided in Section 3.5.1 and Article 5 hereof as Lessee's specific obligations, Lessee, at Lessee's expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all governmental authorities having jurisdiction affecting the Premises (or the cleanliness, safety, occupancy, and use of the same), whether or not any such law, ordinance, order, rule, substantial or unforeseen, or ordinary or extraordinary, or shall necessitate structural changes of the Improvements or interfere with the use and enjoyment of the Premises. If any governmental license or permit shall be required for the proper and lawful conduct of the Premises, Lessee shall procure and thereafter maintain such license or permit at its sole cost and expense and shall submit the same for inspection by Lessor.

3.5.1 Notwithstanding the provisions of Section 3.5, the Parties acknowledge that the Premises require a new roof and HVAC system, and repair of the Foundation. Lessor will be responsible for the cost of such major repairs, as provided in Article 5, below. The provisions of Section 3.5 shall not be construed to require Lessee to make those City Improvements at its expense.

3.6 Hazardous Substances. Lessee shall ensure that there shall not be kept, used, or sold in, upon or about the Premises any hazardous or toxic materials, chemicals, gasoline, petroleum distillate or other petroleum products, or any other substance or material of any explosive, inflammable, hazardous, toxic, or radioactive nature which may endanger or damage any part of the Premises, its occupants or invitees, or present any unusual fire, explosion or other damaging or dangerous hazard, or present the possibility of contamination by toxic or hazardous waste.

3.7 Nondiscrimination. Lessee covenants and agrees for itself, its agents and assigns, and all persons or entities claiming under or through it and this Lease is made and accepted upon and subject to the following conditions:

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 those bases are defined in Sections 12926, 12936.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall the Lessee, 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 lessees, sublessees, sublessee or vendees in the Premises.

3.8 Liens. Lessee shall keep the Premises, including the Improvements, and the furniture, fixtures and equipment ("FF&E") and any and all parts thereof, free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agree to cause to be discharged of record any mechanics' or materialmen's lien within twenty (20) calendar days after the lien has been filed or within ten (10) calendar days after receipt of written request from Lessor, whichever shall be the sooner. Lessee shall give Lessor at least fifteen (15) calendar days written notice prior to commencing or causing to be commenced any work on the Premises (whether prior or subsequent to the commencement of the Term), so that Lessor shall have reasonable opportunity to file and post notices of non-responsibility for Lessee's work. Lessor may condition its consent to work upon Lessee posting lien and material and/or completion bonds in amounts as may be necessary to cover the anticipated cost of such work and potential overruns. Lessee shall reimburse Lessor for any and all costs and expenses which may be incurred by Lessor by reason of the filing of any such liens and/or removal of same, such reimbursement to be made within ten (10) calendar days after receipt by Lessee from Lessor of a statement setting forth the amount of the costs and expenses.

3.9 CASp Disclosure. Lessee caused the Premises to be inspected by a Certified Access Specialist ("CASp") (as defined in California Civil Code section 1938) in 2011 and will cause an additional inspection during 2019.

ARTICLE 4

OWNERSHIP OF IMPROVEMENTS

During the Term of this Lease, all Improvements and FF&E that are provided by Lessee or purchased or paid for by Lessee shall remain the property of Lessee. During the Term of this Lease, all Improvements and FF&E that are provided by Lessor or purchased or paid for by Lessor shall remain the property of Lessor.

ARTICLE 5

EXPENSES AND IMPROVEMENTS

5.1 Payment of Expenses. Lessee shall pay all of the costs and expenses for the operation, management, and maintenance of the Premises. Such expenses shall include, without limitation, the following: (i) expenses incurred by Lessee in connection with the Premises for general maintenance, painting, lighting, cleaning, security, fire protection; (ii) subject to Section 3.5.1 and this Article, all charges, surcharges and other levies imposed by, and all costs (whether or not capital in nature) of compliance with the requirements of any federal, state, or local governmental agency regulating use of the Premises; and (iii) the actual cost of minor repairs to the Premises. As used herein, "minor repairs" means those repairs excluding the replacement of the roof, HVAC system, and repair of the Foundation as provided in Section 5.2 below, and includes interior modifications to improve the ability to provide recreational services. Minor repairs further include those needed for the ongoing upkeep and maintenance of the Premises after completion of Lessor's City Improvements.

5.2 City Improvements. Lessor shall fund the following necessary major improvements and repairs to the Premises: replacement of the entire roof and associated repairs; replacement of the HVAC and associated ducting; and repair of the Foundation as determined to be necessarily

structurally (“City Improvements”). The repairs to be done by Lessor must either occur before or at generally the same time as those to be performed by Lessee.

5.3 District Improvements. Lessee may design and fund a new front lobby, reconfigured weight room and office area, and a new preschool area to the rear of the Premises with an enclosed play area (“District Improvements”). As part of such work, Lessee may request and Lessor shall grant an additional area of the Civic Center Property and **Exhibit “A”** shall be amended accordingly.

5.4 Improvements Project. The Parties agree that economic efficiency and continued service to the public support the performance of both City and District Improvements as one project (“Project”), with one bid process and prime contractor. Lessor and Lessee each will bear its own costs. Lessee shall be the lead agency for the design and construction of the City and District Improvements and repairs provided in Section 5.2 and 5.3 as set out in **Exhibit “B”** attached and incorporated as if fully set forth herein.

ARTICLE 6

MAINTENANCE OF LEASED PREMISES

6.1 Lessee’s Obligations for Maintenance.

6.1.1 Lessee’s Obligations. Lessee shall be responsible for minor repairs, herein described as “District Improvements,” at Lessee’s expense without cost to Lessor, and shall maintain in good order, condition, quality, and repair, the Premises and every part thereof, and any and all appurtenances thereto wherever located, and all other repairs, replacements, renewals, and restorations, ordinary and extraordinary, foreseen and unforeseen.

6.1.2 Standard of Maintenance. Subject to Section 3.5.1, Lessee shall keep and maintain the Premises, including the Improvements thereon, and all FF&E, in a clean, sanitary, and safe condition in accordance with the laws of the State of California and in accordance with all directions, rules, and regulations of the health officer, Fire Marshal, building inspector, or other property officials of the governmental agencies having jurisdiction, and Lessee shall comply with all requirements of laws and ordinances affecting the Premises and the Improvements, all at the sole cost and expense of Lessee. At the time of the expiration of the tenancy created herein, Lessee shall surrender the Premises and the Improvements thereon in the same order, condition, and repair as when received, reasonable wear and tear excepted.

6.1.3 Lessor’s Substitute Performance. In the event Lessee fails, refuses, or neglects to commence and complete promptly and adequately any of Lessee’s obligations pursuant to this Section, or to remove any lien, to pay any cost or expense relating to the matters described in Section 3.8, Lessor may, but shall not be required to, make or complete any such repairs, remove such lien, or pay such cost and expense, and Lessee shall reimburse Lessor for all costs and expenses of Lessor thereby incurred within fifteen (15) calendar days after receipt by Lessee from Lessor of a statement setting forth the amount of such costs and expenses which shall be deemed to be additional rent and subject to the same consequences as herein provided for failure to pay rent. If reasonably possible under the circumstances, Lessor shall give Lessee written notice fifteen (15) calendar days prior to commencement of any substitute performance. Any failure by Lessor to give such notice, however, shall not prejudice Lessor’s rights hereunder or alter Lessee’s obligations

hereunder. Lessor's rights and remedies shall be in addition to any and all other rights and remedies provided under this Lease or at law.

6.2 Lessor's Obligations For Maintenance. Lessor shall maintain, repair, and replace the parking areas located adjacent to the Premises.

ARTICLE 7

INSURANCE AND INDEMNITY

7.1 Lessee's Insurance.

7.1.1 Types. Lessee, at no cost and expense to Lessor, shall procure and keep in full force and effect during the Term or cause to be procured and kept in full force and effect for the mutual benefit of Lessor and Lessee, insurance policies or self-insurance meeting the minimum requirements set forth below or such greater requirements that are generally obtained from time to time for properties, improvements, activities, and operations similar to those on the Premises in the Southern California area.

Commercial general liability insurance with respect to the Premises and the operations of or on behalf of Lessee or its agents, officers, directors, and employees in, on or about the Premises in an amount not less than Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury, personal injury, death and property damage, Three Million Dollars (\$3,000,000) in aggregate subject to such increases in amount as Lessor may reasonably require from time to time. Coverage shall include, but not be limited to personal injury liability, premises and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Lessee shall cause Lessor and its officers, employees, and agents to be named as additional insureds on such policy or policies.

Worker's compensation coverage as required by the laws of the State of California together with employer's liability coverage.

With respect to the Improvements, FF&E, and other items of personal property located on or in the Premises, insurance against fire, flood, extended coverage, vandalism and malicious mischief, and such other additional perils, hazards and risks as now are or may be included in standard "all risk" forms in general use in Riverside County, California, for an amount equal to not less than the full current actual replacement cost thereof.

Such insurance shall include endorsements for the leasehold improvements, inflation coverage, plate glass, business interruption, sprinkler leakage and changed conditions. Lessor shall be an additional insured under such policy or policies and such insurance shall contain a replacement cost endorsement.

Standards. All policies of insurance required to be carried by Lessee under this Lease shall be written by responsible and solvent insurance companies authorized to do business in the State of California and rated no less than A VII by A.M. Best's Key Rating Guide. With Lessor's prior written approval of the insurance coverage, any insurance required of Lessee hereunder may be furnished by Lessee under any blanket policy carried by Lessee. A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer (if approved by Lessor), certifying that such policy has been issued, providing the coverage

required by this Section and containing provisions specified herein, shall be delivered to Lessor prior to the date Lessee is given possession of the Premises or as Lessor may otherwise require, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Lessor may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Lessee hereunder. In no event shall the limits of any policy be considered as limiting the liability of Lessee under this Lease.

Specific Provisions in Policy. Each policy evidencing insurance required to be carried by Lessee pursuant to this Article shall contain the following provisions or clauses:

a provision that the insurer will not cancel or materially change the coverage provided by such policy without first giving Lessor thirty (30) days prior written notice; and

a waiver by the Lessee's insurer of any right to subrogation against Lessor, its agents, employees or representatives which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Lessor, its agents, employees or representatives.

If the services provided in relation to this Agreement relate in any way to minors, then this policy shall also include an endorsement for abuse and sexual molestation covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom Lessee is responsible including, but not limited to, its employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence, with an annual aggregate limit not less than \$3,000,000.

Primary/noncontributing. Coverage provided by Lessee shall be primary and any insurance or self-insurance procured or maintained by Lessor shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Lessor before the Lessor's own insurance or self-insurance shall be called upon to protect it as a named insured.

Enforcement of contract provisions (non estoppel). Lessee acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Lessee of non-compliance with any requirement imposes no additional obligations on the Lessor nor does it waive any rights hereunder.

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Lessee agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Lessee, provide the same minimum insurance coverage and endorsements required of Lessee. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Lessee agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Lessor for review.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Lessor. Lessor reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Lessor.

Additional insurance. Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection. Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause.

Lessor's Substitute Performance. In the event that Lessee fails to procure, maintain and/or pay for at the times and for the durations specified in this Section 7.1, any insurance required by this Section, or fails to carry insurance required by law or governmental regulation, Lessor may (but without obligation to do so) at any time or from time to time, after 3 days written notice to Lessee, procure such insurance and pay the premiums therefor, in which event Lessee shall repay Lessor all sums so paid by Lessor together a 10% handling charge, plus interest thereon as provided elsewhere herein, within fifteen (15) days following Lessor's written demand to Lessee for such payment.

Covenant to Indemnify and Hold Harmless. Lessee shall indemnify, defend, protect and hold harmless Lessor, its officers, public officials, contractors, volunteers, attorneys, agents and employees, and save them from and against any and all claims, actions, losses, damages, liabilities, and expenses, including attorneys' fees, in connection with the loss of life, bodily injury and/or damage to property arising from or out of or in connection with any occurrence in, upon or at the Premises, or the occupancy or use by Lessee of the Premises or any part thereof, or arising from or out of Lessee's failure to comply with any provision of this Lease or otherwise occasioned wholly or in part by any act or omission of Lessee, its officers, public officials, contractors, volunteers, attorneys, Agents and employees, servants, invitees or licensees, excepting that the foregoing indemnification and hold harmless provision shall not apply in the event of any uninsured willful or actively negligent misconduct on behalf of Lessor or any of its agents, representatives, or employees, or in the event any such claims, actions, losses, damages, liability, costs, or expenses arise out of a breach by Lessor of its obligations under this Lease.

If Lessor is made a party to any litigation commenced by or against Lessee, then Lessee shall indemnify, protect, defend and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation. Lessor may, at its option, require Lessee to assume Lessor's defense in any action covered by this Section 7.2 through counsel selected by Lessor and reasonably satisfactory to Lessee. Except for that arising from the failure to make major repairs as defined herein, Only as provided in this Lease, Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises and Improvements from any cause whatsoever, and Lessee hereby waives all its claims in respect thereof against Lessor excepting only damage or injury arising out of (i) the uninsured willful or actively negligent misconduct of Lessor or any of its, public officials, contractors, volunteers, attorneys, agents and employees, or (ii) a breach by Lessor of its obligations under this Lease.

Waiver of Subrogation. Each party hereto does hereby waive, remise, release and discharge the other party hereto and any officers, public officials, contractors, volunteers, attorneys, agents and employees of such other party, of and from any liability whatsoever hereafter arising from loss or damage for which Lessee has purchased a policy of "all risk" insurance. Lessee shall, upon obtaining the policy of "all risk" insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Exemption of Lessor from Liability. Except as provided herein and as arising from the failure to make major repairs, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's officers, public officials, contractors, volunteers, attorneys, agents and employees, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not.

ARTICLE 8

UTILITY CHARGES

Lessee shall pay all charges for gas, water, sewer, electricity, telephone, security and other utility services used on or in the Premises together with any taxes or penalties thereon.

ARTICLE 9

ALTERATIONS AND ADDITIONS

Without Lessor's prior written consent, which consent may be withheld or granted in Lessor's sole discretion, except as provided in Articles 5 or 6 or as needed to make minor repairs as required under this Lease, Lessee shall not have the right to make major changes or alterations to the Premises or the Improvements whether structural or non-structural, systemic or non-systemic. If Lessor approves any alterations or additions, then before the commencement of any work, Lessee shall pay the amount of any increased premiums on insurance policies provided for hereunder. Except as otherwise provided in Article 5, Lessor shall in no event be required to make any

alterations, rebuilding, replacement, changes, additions or improvements or repairs to the Premises. If Lessee wishes to make any alteration or addition, or make any repairs to the Premises which would result in an alteration or addition to the Premises not otherwise addressed in this Lease, Lessee shall submit to Lessor for its approval documentation which describes the desired repairs, including floor plans, building sections, building materials and components, samples of proposed exterior building materials, and the like, to the extent relevant to the particular repair. All changes, alterations, rebuilding, replacements, additions, improvements and repairs to the Premises made by Lessee shall be deemed to have attached to the realty and to have become the property of Lessor upon the expiration of the Term or the sooner termination of this Lease.

ARTICLE 10

DAMAGE OR DESTRUCTION; CASUALTY LOSS AND RESTORATION

10.1 Non-Termination. Except as provided herein, no destruction or damage to the Improvements or the Premises by fire, windstorm, or other casualty whether insured or uninsured shall entitle Lessee to terminate this Lease. Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises and the Improvements with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent it is inconsistent herewith.

10.2 Repair of Damage.

10.2.1 Obligation to Repair Damage Due to Casualty Covered by Insurance. If the Premises are partially destroyed or rendered partially un-leasable by fire or other casualty required to be insured against by Lessee, Lessee shall promptly proceed to obtain insurance proceeds. The Premises shall be deemed partially destroyed if the cost of reconstruction exceeds fifty percent (50%) of the replacement cost of the Improvements. Upon adjustment of the loss and delivery of funds, Lessor shall commence taking the steps necessary to begin reconstruction and shall complete the same as soon as possible so that Lessee may continue in occupancy.

10.2.2 Obligation to Repair Damage Due to Casualty Not Covered by Insurance or Following a Total Destruction. If the Premises are totally or partially destroyed or rendered wholly un-leasable by a casualty not required to be insured against by Lessee, then either Lessee or Lessor shall have the right to terminate this Lease. Lessee may provide alternative sites for the programs provided before the loss so that they may continue to serve the residents of the City and Lessor shall provide reasonable compensation therefor.

10.3 Continued Operations. During any period of repair, Lessee may, to the extent it is safe or Lessee is able to do so, continue, or cause the continuation of, the operation of its Specific Use on the Premises and use of the Premises by the Lessee to the extent reasonably practicable. However, irrespective of the continued operation during such period of repair, the rent and other charges payable hereunder shall not be deferred and shall not be abated. Upon completion of such repair and restoration, Lessee shall promptly refixture and restock the Improvements and all FF&E, if necessary, substantially to the condition prior to the casualty, or as otherwise required by this Lease, whichever is greater, and shall reopen if closed by the casualty.

10.4 Assignment of Insurance Proceeds. If for any reason this Lease is terminated by reason of a casualty, all insurance proceeds covering the Improvements, the Premises, or the FF&E,

and any personal property used in the operation of the Premises, shall be the property of Lessor, and Lessee hereby assigns such insurance proceeds to Lessor.

ARTICLE 11

ASSIGNMENT AND SUBLETTING

11.1 Lessor's Consent Required. Notwithstanding any provision herein to the contrary, Lessee agrees and covenants (which covenants shall be binding upon the successors and assigns of Lessee) that Lessee shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Lessee's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Lessee, Lessee's employees or invitees, or sublet the Premises, or any portion thereof, without Lessor's prior written consent. No assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no subletting shall be valid or effective without such prior written consent, and at Lessor's election, shall constitute a default. Lessor's consent to any proposed transfer of Lessee's leasehold estate will not be unreasonably withheld.

11.2 Lessee Remains Obligated. No subletting or assignment, even with the consent of Lessor, shall relieve Lessee of its obligation to pay rent and to perform all of its other obligations hereunder. The acceptance by Lessor of any payment due hereunder from any person or entity other than Lessee shall not be construed as a waiver by Lessor of any provision of this Lease or as a consent to any assignment or subletting. Consent by Lessor to an assignment of the Lease or to a subletting of the Premises shall not operate as a waiver or estoppel to the future enforcement by Lessor of its rights pursuant to this Lease to approve other assignments or sublettings.

ARTICLE 12

DEFAULT

12.1 Events of Default. The word "default," as used in this Section, shall mean and include any one or more of the following events or occurrences:

12.1.1 The failure by Lessee to make any payment of Base Rent, additional rent, or other payment required to be made by Lessee hereunder, when due and the continuance of such failure for a period of ten (10) calendar days after Lessor has given Lessee written notice specifying the same;

12.1.2 The failure of Lessee to perform any other term, condition, covenant or agreement of this Lease not previously described, and the continuation of such failure for a period of thirty (30) calendar days after Lessor shall have given Lessee written notice specifying the same, or in the case of a situation in which the default cannot reasonably be cured within thirty (30) calendar days, if Lessee shall not promptly, within thirty (30) calendar days after receipt of such notice, commence to remedy the situation by a means that can reasonably be expected to remedy the situation within a reasonable period of time, and diligently pursue the same to completion;

12.1.3 The abandonment by Lessee of the Premises or a substantial portion thereof;

12.2 Remedies.

12.2.1 General. In the event of any default by Lessee, including the expiration of any applicable cure period, Lessor may terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

12.2.2 In such event Lessor shall be entitled to recover from Lessee:

12.2.2.1 The worth at the time of award of the unpaid rent which had been earned at the time of termination;

12.2.2.2 The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such loss that Lessee proves could have been reasonably avoided;

12.2.2.3 The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such loss that Lessee proves could be reasonably avoided; and

12.2.2.4 Any other amount deemed necessary and/or allowable by applicable statute or decision to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which, in the ordinary course of events, would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, expenses of restoring the Premises to the condition required hereunder (if applicable), reasonable attorneys' fees, and any other reasonable costs.

12.2.2.5 The "worth at the time of award" of the amounts referred to in the subparagraphs, above, shall be computed by allowing interest at a rate equal to ten percent (10%) from the dates such amounts accrued to Lessor until the date of payment by Lessee.

12.3 Cumulative Remedies. Except as may be specifically provided herein, the rights and remedies reserved to Lessor and Lessee herein, including those not specifically described, shall be cumulative and, except as provided by California statutory or case law in effect at the time, either Lessor or Lessee may pursue any or all of such rights and remedies at the same time or otherwise.

12.4 Lessor's Non-Waiver. No delay or omission of Lessee or Lessor to exercise any right or remedy shall be construed as a waiver of any right or remedy or of any default by Lessee or Lessor hereunder. The acceptance by Lessor of rent or any other charge hereunder shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent, or a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default. The acceptance of any payment from a debtor in possession, a trustee, a receiver or any other person acting on behalf of Lessee or Lessee's estate shall not waive or cure a default under this Section.

12.5 Lessor's Reentry. Lessee hereby irrevocably consents to Lessor's peaceable reentry, if Lessor so elects, to the Premises upon the occurrence of any of the events of default specified above, including the expiration of any applicable cure period.

12.6 Lessor's Advances. In the event of any default by Lessee in the payment of money or default by Lessee in the performance of Lessee's obligations required under this Lease, and the

expiration of any period expressly provided for herein for Lessee to cure said default after the delivery of notice by Lessor, in addition to the other remedies herein granted to Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligations of this Lease make any payment and perform any other act on Lessee's part to be made or performed as provided in this Lease. All sums paid by Lessor and all necessary incidental costs, together with interest thereon at the rate of ten percent (10%) per annum from the date of the payment by Lessor shall be payable by Lessee to Lessor on demand. The sums shall be deemed to be additional rent and subject to the same consequences as herein provided for failure to pay rent.

12.7 Default by Lessor. Lessor shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) calendar days after written notice by Lessee to Lessor specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) calendar days are required for its performance, then Lessor shall not be deemed to be in default if it shall commence such performance within such thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

12.8 Legal Expenses and Collection Costs. If either Party incurs any expense, including actual costs of collection, reasonable attorneys' fees, expenses of discovery, preparation for litigation, expert witness fees and litigation expenses and costs, in connection with any action or proceeding instituted by either Party by reason of any default or alleged default of the other Party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other Party. For purposes of this provision, in any unlawful detainer or other action or proceeding instituted by Lessor based upon any default or alleged default by Lessee hereunder, Lessor shall be deemed the prevailing party if (a) judgement is entered in favor of Lessor or (b) prior to trial or judgement Lessee shall pay the rent and charges claimed by Lessor, or eliminate the condition(s), cease the act(s) or otherwise cure the omission(s) claimed by Lessor to constitute a default by Lessee hereunder.

ARTICLE 13

HOLDING OVER

This Lease shall terminate and become null and void without further notice upon the expiration of the Term herein specified, and any holding over by Lessee after such expiration shall not constitute a renewal or extension hereof or give Lessee any rights under this Lease, except when in writing signed by both Parties hereto. If Lessee holds over at the Premises, Lessee shall be liable to Lessor for the fair rental value of the Premises during such period.

ARTICLE 14

ACCESS BY LESSOR

In addition to the right of Lessor to reserve use of the Premises under Article 3, Lessor and its agents, contractors, servants, and employees of Lessor shall have the right, after reasonable notice to Lessee, to enter the Premises during normal business hours to (a) examine the Premises, to perform any obligations of Lessor or to exercise any right or remedy reserved to Lessor

in this Lease; (b) exhibit the Premises to prospective purchasers, mortgagees or lessees of Lessor's interest therein; (c) make such repairs as Lessor may be entitled to make after a default by Lessee under Article 12, above; and (d) take all materials into and upon the Premises that may be required in connection with such repairs, provided that any such entry shall be performed in such a manner that does not unreasonably interfere with Lessee's use of the Premises. If Lessor exercises its rights of entry in compliance with this Article 14, such entry shall not constitute a constructive or actual eviction of Lessee, in whole or in part, and the rent and other charges hereunder shall not abate while any such repairs are being made. If, during the last month of the Term, Lessee shall have removed all or substantially all of Lessee's property therefrom, Lessor may immediately enter and alter, renovate and redecorate the Premises without elimination or abatement of rent or other charges and without other compensation and such action shall have no effect upon this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises.

ARTICLE 15

LESSEE'S OBLIGATIONS AT THE END OF THE TERM

Upon the expiration or sooner termination of this Lease, if the Lessee has faithfully and fully performed all of the terms, conditions, and covenants of this Lease to be performed by the Lessee, but not otherwise, the Lessee shall, at its sole cost and expense, remove from the Premises all of its movable trade fixtures and equipment, and such other items the Lessee has installed or placed on the Premises, and the Lessee shall repair all damage to the Improvements resulting from such removal. The Lessee shall thereupon surrender the Premises and the Improvements in the same condition as they were when the Improvements were first completed, reasonable wear and tear and damage by any casualty excepted, clean and free of debris. The Lessee shall repair any damage to the Improvements occasioned by the installation or removal of the Lessee's trade fixtures, furnishings and equipment. If the Lessee has not fully and faithfully performed all terms, conditions, and covenants of this Lease to be performed by the Lessee, the Lessee shall nevertheless remove its personal property from the Premises in the manner aforesaid within fifteen (15) calendar days after receipt of written direction to do so from the Lessor. In the event the Lessee shall fail to remove any of its personal property as provided herein, the Lessor may, but is not obligated, at the Lessee's expense and with interest at the highest rate then allowed to be charged by non-exempt lenders under the usury laws of the State from the date of payment by the Lessor, remove all such personal property not so removed and repair all damage to the Improvements resulting from such removal and may, but is not obligated to, at the Lessee's expense, store the same in any public or private warehouse, and the Lessor shall have no liability to the Lessee for any loss or damage to the Lessee's property caused by or resulting from such removal. To the extent that Lessor has provided the major repairs, and subject to reasonable wear and tear, the Lessee shall leave the airlines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing and fencing on the Premises in good operating condition.

ARTICLE 16

QUIET ENJOYMENT

Upon payment by Lessee of the rents provided herein, and upon the observance and performance of all of the covenants, terms, and conditions on the part of Lessee to be performed hereunder, Lessor covenants and warrants that Lessee may peaceably and quietly hold and enjoy the

Premises for the Term.

ARTICLE 17

TAXES

Lessee shall be responsible for, and agrees to pay, as additional rent, prior to delinquency, any and all real estate or property taxes and assessments, special assessments, possessory interest taxes, levies, fees, and other governmental charges of every kind or nature (hereinafter collectively called "Taxes") in the event such Taxes are levied or assessed by municipal, county, state, federal, or other taxing or assessing authorities or governmental agencies or entities upon, against, or with respect to (i) the Premises or any portion thereof; (ii) all fixtures, equipment, and any other property of any kind owned by Lessee or placed, installed, or located within, upon, or about the Premises for which Lessor might be assessed or which might become a lien on the Premises if not paid by Lessee; (iii) all alterations, additions, and improvements of whatsoever kind or nature, if any, made to the Premises or the Improvements; (iv) rentals or other charges payable by Lessee to Lessor (other than state and federal income taxes applicable to Lessor); and (v) any other interest in the Premises (including the leasehold interest created by this Lease), irrespective of whether any of the items described in clauses (i) through (v) above are assessed as real or personal property, and irrespective of whether any of such items are assessed to or against Lessor, Lessee or any other person.

ARTICLE 18

FORCE MAJEURE

In the event the performance by either Party of any of its obligations hereunder is delayed by reason of the act or neglect of the other Party, act of God, stormy or inclement weather, strike, labor dispute, boycott, lockout or other like defensive action by such Party, inability to obtain labor or materials, governmental restrictions, riot, insurrections, war, catastrophe, casualty, act of the public enemy, or any other cause (financial inability excepted), whether similar or dissimilar, beyond the reasonable control of the Party from whom such performance is due, the period for the commencement or completion thereof shall be extended for a period equal to the period during which performance is so delayed.

ARTICLE 19

MISCELLANEOUS

19.1 Assumption of Risk, Waiver, and Lessor's Non-liability. To the maximum extent allowed by law, except for Lessor's or Lessor's officers, employees, and agents willful or actively negligent acts, Lessee assumes any and all risk of loss, damage or injury of any kind to any person or property which is in, on or about the Premises. Lessee's assumption of risk shall include, without limitation, loss or damage caused by defects within the Premises or any fixture therein, accident, fire or other casualty on the Premises. To the maximum extent allowed by law, except for Lessor's willful or actively negligent acts, Lessee hereby waives all claims and demands against Lessor, its respective officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Lessee sustained by Lessor or any person claiming to be Lessee resulting from any occurrence on or about the Premises.

19.2 Notices. All notices, demands, or other writings to be made, given or sent hereunder, or which may be so given or made or sent by either Lessor or Lessee to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at their addresses set forth below:

To Lessor:	To Lessee:
City of Palm Desert	Desert Recreation District
73-510 Fred Waring Drive	45-305 Oasis Street
Palm Desert, California 92260	Indio, California 92201
Attn: City Manager	Attn: General Manager

19.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of Lessor and Lessee.

19.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent or other charges herein stipulated shall be deemed to be other than on account of the earliest due stipulated rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charges be deemed an accord and satisfaction, and Lessor shall accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease provided.

19.5 Time of Essence. Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, and condition hereof which relates to a date or period of time.

19.6 Remedies Cumulative. The remedies herein given to Lessor and Lessee shall be cumulative and are given without impairing any other rights or remedies given Lessor and Lessee by statute or law now existing or hereafter enacted, and the exercise of any one remedy by Lessor or Lessee shall not exclude the exercise of any other remedy.

19.7 Effect of Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. No acquisition by Lessor of all or any of the interest of Lessee in or to the Premises or the Improvements, and no acquisition by Lessee of all or any interest of Lessor in or to the Premises shall constitute or work a merger of the respective interest, unless expressly provided for.

19.8 Successors and Assigns. This Lease and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of Lessor and to the permitted successors and assigns of Lessee, and all references in this Lease to "Lessee" or "Lessor" shall be deemed to refer to and include all permitted successors and assigns of such Party.

19.9 Entire Agreement. This Lease and the Exhibits hereto contain the entire agreement of Lessor and Lessee with respect to the matters covered hereby, and no other agreement, statement of promise made by either Lessor or Lessee which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by Lessor and Lessee.

19.10 Interest on Past-Due Obligations. Any amount due from Lessee to Lessor hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Lessor for costs incurred by Lessor in performing obligations of Lessee hereunder upon Lessee's failure to so perform) shall bear interest at the rate of ten percent (10%) from the date due until paid, unless otherwise specifically provided herein, but the payment of the interest shall not excuse or cure any default by Lessee under this Lease.

19.11 Controlling Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

19.12 Specific Performance. Nothing contained in this Lease shall be construed as or shall have the effect of abridging the right of either Lessor or Lessee to obtain specific performance of any and all of the covenants or obligations of the other Party under this Lease.

19.13 Survival of Indemnities and Warranties. The obligations of the indemnifying Party under each and every indemnification and hold harmless provision contained in this Lease shall survive the expiration or earlier termination of this Lease to and until the last to occur of (a) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed by the indemnified party against the indemnifying party under such provision or (b) the date on which any claim or action for which indemnification may be claimed under such provision is fully and finally resolved, and, if applicable, any compromise thereof or judgement or award thereon is paid in full by the indemnifying party and the indemnified party is reimbursed by the indemnifying party for any amounts paid by the indemnified party in compromise thereof or upon judgment or award thereon and in defense of such action or claim, including reasonable attorneys' fees incurred. The representations, warranties, and covenants of the Parties contained herein shall survive the termination of this Lease without regard to any investigation made by the Parties.

19.14 Severability. If any provision of this Lease is held to be invalid or void by a court of competent jurisdiction, the balance of the provisions shall, nevertheless, remain in full force and effect.

19.15 Counterparts. This Lease may be executed in multiple counterparts each of which shall be deemed an original.

19.16 Recitals Incorporated. The recitals shown on the first page of this Lease are hereby incorporated into the Lease, and the Parties agree to the truth and accuracy of the facts contained therein.

[Signature provision on following page.]

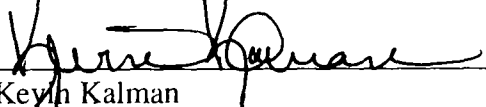
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Term Commencement Date.

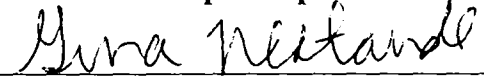
LESSEE

LESSOR

**DESERT RECREATION DISTRICT,
A California special district**

**CITY OF PALM DESERT,
A California municipal corporation**

By: 
Kevin Kalman
General Manager

By: 
Gina Nestande
Mayor

Dated: 3 JANUARY 2020

Dated: 1-10-2020

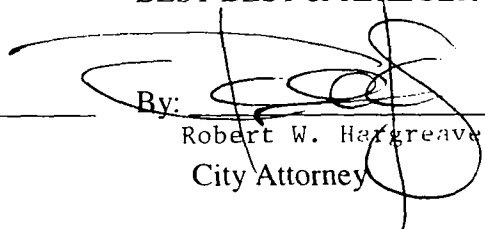
ATTEST:

By: 
Rachelle D. Klassen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Betsy Martyn, Esq.

By: 
Robert W. Hargreaves
City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Term Commencement Date.

LESSEE

LESSOR

**DESERT RECREATION DISTRICT,
A California special district**

**CITY OF PALM DESERT,
A California municipal corporation**

By: _____
Kevin Kalman
General Manager

By: _____
Gina Nestande
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Rachelle D. Klassen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: Betsy Martyn
Betsy Martyn, Esq.

By: _____
Robert W. Hargreaves
City Attorney

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On January 3, 2020 before me, Delia Granados, Notary
Date Here Insert Name and Title of the Officer
personally appeared Kevin Kalkan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Lease Agreement - Palm Desert C C
Document Date: January 1, 2020 Number of Pages: 23
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

EXHIBIT "A"

Legal Description

That certain real property situated in the City of Palm Desert, County of Riverside, State of California, as described as follows:

43900 San Pablo Avenue (APN: 622-250-016)

PARCEL 4 OF PARCEL MAP NO. 37347, IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 245, PAGES 100 THROUGH 110, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit "B"

Project Improvements Agreement

The Parties (individually referred to as "City" and "District") agree as follows as the design, plans, specifications, public works bidding process and project management for the Improvements set out in Article 5 of the Lease.

1. City Responsibility.

a. City will pay for the cost of HVAC replacement, new roof and foundation repair as set out in Section 5.2 of the Lease ("City Improvements").

2. District Responsibility.

a. District shall pay to reconfigure the Premises' interior ("District Improvements").

b. District shall pay for the Project design (including City and District Improvements), if required, including plans, specifications, public works bidding process, and Project management for as set out in Sections 5.3 and 5.4 of the Lease.

(i) The Project design shall be subject to review and reasonable approval by City prior to the commencement of any construction, and shall be finalized in consultation with City. Upon approval of the Project design by the District and City, funds shall be authorized and budgeted by City for payment for construction associated with the Project.

(ii) District shall issue a request for proposals for the construction management services for the Project and contract with the successful firm for these management services or shall determine itself to provide such services. District shall bear the cost of such management services.

(iii) District shall seek bids for the construction of the Project.

(a) The format used for all bids solicited by District for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. If requested by City prior to the award of the bid, it shall be the responsibility of District to determine what, if any, portion of the work is an enhancement to any specifications by City for City Improvements, for which there shall be no City reimbursement.

(b) The District shall use bidding procedures as required by state law for both parties.

c. Upon review and approval of the apparent low bidder costs by City, District shall contract with the successful bidder for the construction of the Project. The City Foundation Improvements shall be Phase 1 of the Project and the City HVAC and roof repair along with the District Improvements shall be Phase 2.

3. Payment Obligations: Notwithstanding any other provisions herein, neither District nor City shall be obligated for any monetary contributions that have not been approved and budgeted for this Project. The budget for this Project will be based on the Engineer's Estimate, and approved by City and District based on the lowest responsive bid received. Should the lowest responsive

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS **AMENDMENT NO. 1 TO LEASE AGREEMENT Contract No. C39690** (“First Amendment”) is entered as of June 8, 2023, by and between CITY OF PALM DESERT, a California municipal corporation (“Lessor”), and the DESERT RECREATION DISTRICT, a California special district (“Lessee”). Lessor and Lessee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee previously entered into that certain Lease Agreement dated January 1, 2020 (the “Lease”), for the lease of the premises more particularly described therein located at 43900 San Pablo Avenue, Palm Desert, California 92260 (the “Premises”);

WHEREAS, Lessee desires to make certain tenant improvements to the Premises as more particularly described on Exhibit A hereto and incorporated herein (the “Additional District Improvements”);

WHEREAS, Lessor will agree to provide a tenant improvement allowance to provide reimbursement to Lessee for the cost of such Additional District Improvements, subject to the limitations set forth herein;

WHEREAS, Lessor finds and determines that providing the tenant improvement allowance to facilitate the construction of the Additional District Improvements will enhance recreational opportunities available to the residents and taxpayers, and the Additional District Improvements will benefit the areas within the City of Palm Desert commonly known as Project Areas Nos. 2 and 3;

NOW THEREFORE, Lessor and Lessee desire to amend the Lease on the terms and conditions as provided in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Amendments to Lease. The Lease is hereby amended as follows:
 - a. Term. Section 1.1 of the Lease is hereby amended to read in its entirety as follows:

“1.1 Term. The “Term” of this Lease shall be thirty-five (35) years, commencing on January 20, 2020 (the “Term Commencement Date”) with an option to renew the Lease at the Parties’ mutual discretion for three (3), five (5)-year terms, unless terminated earlier by Lessor or Lessee (subject to terms herein).”
 - b. Additional Rent. A new Section 2.2 is hereby added to the Lease to read as follows:

“2.2 Additional Rent. In addition to the Base Rent, Lessor shall pay to Lessor on each January 1 and July 1, commencing on January 1, 2025, additional rent in the amount necessary to fully amortize the aggregate amount of the Tenant Improvement Allowance which was disbursed by Lessor in semi-annual payments with an interest rate of 3% per annum over the remaining portion of the initial Term (the “Additional Rent”). An estimated Additional Rent payment schedule is attached hereto as Exhibit B. The interest component shall begin to accrue on the outstanding unamortized portion of the Tenant Improvement Allowance on the date that Lessor first disburses such Tenant Improvement Allowance or any portion(s) thereof. On or about December 1, 2024, Lessor shall provide to Lessee in writing the final amortization schedule for the payment of the Additional Rent based on the aggregate amount of the Tenant Improvement Allowance actually disbursed pursuant to this First Amendment, and taking into account the date of each disbursement with respect to calculating the interest component.”

c. Additional District Improvements. The Additional District Improvements described herein shall be included in the meaning of the term “District Improvements” as used in the Lease, and shall be subject to the terms of the Lease, including Exhibit B thereto.

d. Construction and Installation of Additional District Improvements. A new Section 5.5 is hereby added to the Lease to read as follows:

“5.5 Construction and Installation of Additional District Improvements. The Lessee hereby agrees to use commercially reasonable efforts to construct and install the Additional District Improvements on or before the first anniversary of the execution of this First Amendment.”

e. Tenant Improvement Allowance. A new Section 5.6 is hereby added to the Lease to read as follows:

“5.6 Tenant Improvement Allowance.

5.6.1 Amount of Tenant Improvement Allowance. Provided the Lessee is not then in default under the terms of this Lease, the Lessor will make available to Lessee for the construction of the Additional District Improvements, a maximum amount of the sum of Twelve Million Five Hundred Thousand and 00/100 Dollars (\$12,500,000.00) (the “Tenant Improvement Allowance”), to be applied towards all hard and soft costs associated with any alterations, additions, installations, changes, improvements, and/or other renovation included in the Additional District Improvements, including but not limited to actual construction costs, architectural, design, and engineering fees, city building permit fees, and or other consultants (“Tenant Improvements”). If the costs for the Tenant Improvements exceeds the Tenant Improvement Allowance, Lessee shall bear and pay the cost of such excess. If the actual cost of the Tenant Improvements is less than the Tenant Improvement Allowance, the remaining portion of the Tenant Improvement Allowance (after disbursement for all costs incurred) shall be cancelled and no further disbursements of the Tenant Improvement Allowance shall be made.

5.6.2 Disbursement of Tenant Improvement Allowance. Provided the Lessee is not then in default under the terms of this Lease, the Lessor will disburse amounts from the Tenant Improvement Allowance from time to time (but not more than once per

month) following Lessor's receipt of (i) a written request by Lessee requesting a disbursement from the Tenant Improvement Allowance and specifying the amount requested, (ii) copies of invoices, including all reasonable detail relating thereto as may be requested by Lessor, for all work performed for which payment is being requested by Lessee, and (iii) evidence satisfactory to Lessor that Lessee has paid all invoices for which disbursement is being requested from Lessor. All requests for disbursement from the Tenant Improvement Allowance shall be made on or before October 1, 2024.

5.6.3 Reimbursement of Tenant Improvement Allowance. Lessee shall reimburse Lessor for the amount of the Tenant Improvement Allowance disbursed to Lessee through the payment of Additional Rent in accordance with Section 2.2 hereof."

f. Maintenance. Section 6.1.1 of the Lease is hereby amended to read in its entirety as follows:

"6.1.1 Lessee's Obligations. Lessee shall be responsible for minor repairs, herein described as "District Improvements," at Lessee's expense without cost to Lessor, and shall at Lessee's expense maintain in good order, condition, quality, and repair, the Premises (including the Additional District Improvements) and every part thereof, and any and all appurtenances thereto wherever located, and all other repairs, replacements, renewals, and restorations, ordinary and extraordinary, foreseen and unforeseen."

g. Rental Interruption Insurance. A new Section 7.1.2 is hereby added to the Lease to read as follows:

"7.1.2 Rental Interruption Insurance. In addition to the insurance required pursuant to Section 7.1.1 hereof, the Lessee shall procure and maintain, or cause to be procured and maintained, until the Tenant Improvement Allowance has been reimbursed in full pursuant to Section 2.2, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any portion of the Premised constituting buildings or other improvements as a result of any of the hazards covered in the insurance required by Section 7.1.1. Lessor shall be named an additional insured or loss payee as applicable, and the insurance shall be issued by an insurance company meeting the requirements of Section 7.1.1. Such insurance shall be in an amount at least equal to the maximum Additional Rent coming due and payable during any two consecutive years. Such insurance may be maintained (i) as part of or in conjunction with any other insurance coverage carried by the Lessee (except that it may not be maintained in whole or in part in the form of self-insurance by the Lessee); or (ii) in the form of the participation by the Lessee in a joint powers agency or other program providing pooled insurance. The net proceeds of such insurance, if any, shall be paid to Lessor for application to the payment of the Additional Rent."

h. Abatement. A new Section 10.3 is hereby added to the Lease to read as follows:

"10.3 Abatement Due to Damage or Destruction. The amount of Additional Rent will be abated during any period in which by reason of damage or destruction there is substantial interference with the use and occupancy by the Lessee of the Premises or any portion thereof. The amount of such abatement shall be determined by the Lessee such that

the resulting Additional Rent represents fair consideration for the use and occupancy of the portions of the Premises that are available for use and occupancy. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this First Amendment shall continue in full force and effect and the Lessee waives any right to terminate this First Amendment by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Additional Rent under this Section 10.3 to the extent that the proceeds of hazard insurance, or rental interruption insurance, are available to pay Additional Rent which would otherwise be abated under this Section 10.3.”

2. Representations and Warranties. The Lessee makes the following covenants, representations and warranties to the Lessor as of the date of the execution and delivery of this First Amendment:

a. Due Organization and Existence. The Lessee is a recreation and park district duly organized and validly existing under the Constitution and laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this First Amendment and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Lessee has duly authorized the execution and delivery of this First Amendment.

b. Due Execution. The representatives of the Lessee executing this First Amendment have been fully authorized to execute the same pursuant to a resolution duly adopted by the Board of Directors of the Lessee.

c. Valid, Binding and Enforceable Obligations. This First Amendment has been duly authorized, executed and delivered by the Lessee and constitutes the legal, valid and binding agreement of the Lessee enforceable against the Lessee in accordance with its terms.

d. No Conflicts. The execution and delivery of this First Amendment, the consummation of the transactions herein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this First Amendment or the financial condition, assets, properties or operations of the Lessee or its properties.

e. Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Lessee or of the voters of the Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this First Amendment, or the

consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

f. No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the Lessee after reasonable investigation, threatened against or affecting the Lessee or the assets, properties or operations of the Lessee which, if determined adversely to the Lessee or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this First Amendment, or upon the financial condition, assets, properties or operations of the Lessee, and the Lessee is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this First Amendment or the financial conditions, assets, properties or operations of the Lessee or its properties.

3. Effectiveness of Agreement. Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement are and remain in full force and effect.

4. Entire Agreement. This First Amendment and the Agreement represent the final and entire agreement between Lessor and Lessee regarding the subject matter hereof and thereof, and may not be contradicted by evidence of prior, subsequent, or contemporaneous oral agreements of the Parties.

5. Modification. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both Parties hereto.

6. Authority. Each individual executing this First Amendment on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this First Amendment on its behalf.


7. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this First Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by and through their respective authorized representatives, as of the date first above written.

LESSEE:

**DESERT RECREATION DISTRICT, A
California special district**

By:  DocuSigned by:
B5A2AB6472A44EB...

Name: Kevin Kalman

Title: General Manager

Dated: 9/11/2023

LESSOR:

**CITY OF PALM DESERT,
a California municipal corporation**

By:  DocuSigned by:
CE3F366233F0406...

Name: L. Todd Hileman

Title: City Manger

Dated: June 8, 2023

Approved as to Form:


CITY ATTORNEY

By:  DocuSigned by:
3820DDE2EAC84B0...

Name: Isra Shah
Best Best & Krieger LLP

Attest

CITY CLERK

By:  DocuSigned by:
9063A189723D437...

Anthony J. Mejia, MMC

EXHIBIT A

ADDITIONAL DISTRICT IMPROVEMENTS

Palm Desert Community Center Renovation Project – IFB# 23-05-001-PW

List of Contracts to be Awarded based on lowest responsive and responsible bidders.

Bid Category # ("BC" #)	Bid Category Description	Contract Being Awarded To	Contract Value	Agreement #
1	Selective Building Demo	Demolition Specialist, Inc.	\$ 364,000.00	23-08-014-PDCC
2	Earthwork & Asphaltic Paving	Horizons Construction Company International, Inc.	\$ 213,700.00	23-08-015-PDCC
3	Concrete: Structural & Site	Bravo Concrete Construction Services, Inc.	\$ 379,000.00	23-08-016-PDCC
4	Masonry	NuWay, Inc.	\$ 134,800.00	23-08-017-PDCC
5	Steel: Structural & Miscellaneous	White's Steel, Inc.	\$ 191,500.00	23-08-018-PDCC
6	Rough Carpentry	Core Contracting, Inc.	\$ 575,083.00	23-08-019-PDCC
7	Finish Carpentry & Casework	Stolo Cabinets, Inc.	\$ 122,199.00	23-08-020-PDCC
8	Roofing	Commercial Roofing Systems, Inc.	\$ 634,264.00	23-08-021-PDCC
9	Aluminum & Glazing	M-Tech Glass, Inc.	\$ 131,093.00	23-08-022-PDCC
10	Metal Stud Framing, Insulation, Drywall, & Plaster	Sierra Lathing Co., Inc.	\$ 275,795.00	23-08-023-PDCC

(Continued on Page 2)

Palm Desert Community Center Renovation Project – IFB# 23-05-001-PW

List of Contracts to be Awarded based on lowest responsive and responsible bidders.

Bid Category # ("BC" #)	Bid Category Description	Contract Being Awarded To	Contract Value	Agreement #
11	Finish Flooring	Del's Flooring	\$ 114,427.00	23-08-024-PDCC
12	Ceramic Tile	Continental Marble & Tile Co.	\$ 103,621.00	23-08-025-PDCC
13	Acoustical Ceiling & Treatment	Southcoast Acoustical Interiors, Inc.	\$ 139,447.00	23-08-026-PDCC
14	Painting & Wall Covering	Painting & Décor, Inc.	\$ 157,900.00 Alt. 1 + \$97,300.00	23-08-027-PDCC
15	Fire Sprinkler	JPI Development Group, Inc.	\$ 139,000.00	23-08-028-PDCC
16	Plumbing: Site & Building	Continental Plumbing, Inc.	\$ 293,000.00	23-08-029-PDCC
17	HVAC	Franklin Mechanical Systems, Inc.	\$ 502,500.00	23-08-030-PDCC
18	Electrical & Low Voltage	RDM Electric Co., Inc.	\$ 633,000.00	23-08-031-PDCC
19	General Package	Bogh Engineering, Inc.	\$ 625,700.00	23-08-032-PDCC

(END)

Total Base Bids Received:	\$ 5,730,029.00	\$5,730,029.00
Alternate #1 – BC#14 – Added Cost:	\$ 97,300.00	\$ 97,300.00
Total Bids + Alternate #1:	\$ 5,828,229.00	----- \$5,827,329.00 (\$900.00)

EXHIBIT B

ESTIMATED ADDITIONAL RENT PAYMENT SCHEDULE

* Payments Based on 1/23/23 Construction Estimate - Less City Portion of Estimate

Desert Recreation District - TI Loan Calculator

Loan Details	
Loan amount	\$12,000,000.00
Annual interest rate	3.00%
Loan period in years	30
Start date of loan	1/1/2025

Loan Summary	
Payment Term	Bi-Annually
Number of payments	60
Total interest	\$5,624,743.67
Total cost of loan	\$17,624,743.67

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	1/1/2025	\$12,000,000.00	\$380,000.00	\$200,000.00	\$180,000.00	\$11,814,375.71
2	7/1/2025	\$11,814,375.71	\$377,215.64	\$200,000.00	\$177,215.64	\$11,628,287.36
3	1/1/2026	\$11,628,287.36	\$374,424.31	\$200,000.00	\$174,424.31	\$11,441,733.79
4	7/1/2026	\$11,441,733.79	\$371,626.01	\$200,000.00	\$171,626.01	\$11,254,713.84
5	1/1/2027	\$11,254,713.84	\$368,820.71	\$200,000.00	\$168,820.71	\$11,067,226.34
6	7/1/2027	\$11,067,226.34	\$366,008.40	\$200,000.00	\$166,008.40	\$10,879,270.11
7	1/1/2028	\$10,879,270.11	\$363,189.05	\$200,000.00	\$163,189.05	\$10,690,844.00
8	7/1/2028	\$10,690,844.00	\$360,362.66	\$200,000.00	\$160,362.66	\$10,501,946.82
9	1/1/2029	\$10,501,946.82	\$357,529.20	\$200,000.00	\$157,529.20	\$10,312,577.40
10	7/1/2029	\$10,312,577.40	\$354,688.66	\$200,000.00	\$154,688.66	\$10,122,734.56
11	1/1/2030	\$10,122,734.56	\$351,841.02	\$200,000.00	\$151,841.02	\$9,932,417.11
12	7/1/2030	\$9,932,417.11	\$348,986.26	\$200,000.00	\$148,986.26	\$9,741,623.86
13	1/1/2031	\$9,741,623.86	\$346,124.36	\$200,000.00	\$146,124.36	\$9,550,353.63
14	7/1/2031	\$9,550,353.63	\$343,255.30	\$200,000.00	\$143,255.30	\$9,358,605.23
15	1/1/2032	\$9,358,605.23	\$340,379.08	\$200,000.00	\$140,379.08	\$9,166,377.45
16	7/1/2032	\$9,166,377.45	\$337,495.66	\$200,000.00	\$137,495.66	\$8,973,669.11
17	1/1/2033	\$8,973,669.11	\$334,605.04	\$200,000.00	\$134,605.04	\$8,780,479.00
18	7/1/2033	\$8,780,479.00	\$331,707.18	\$200,000.00	\$131,707.18	\$8,586,805.90
19	1/1/2034	\$8,586,805.90	\$328,802.09	\$200,000.00	\$128,802.09	\$8,392,648.63
20	7/1/2034	\$8,392,648.63	\$325,889.73	\$200,000.00	\$125,889.73	\$8,198,005.97
21	1/1/2035	\$8,198,005.97	\$322,970.09	\$200,000.00	\$122,970.09	\$8,002,876.69
22	7/1/2035	\$8,002,876.69	\$320,043.15	\$200,000.00	\$120,043.15	\$7,807,259.60
23	1/1/2036	\$7,807,259.60	\$317,108.89	\$200,000.00	\$117,108.89	\$7,611,153.46
24	7/1/2036	\$7,611,153.46	\$314,167.30	\$200,000.00	\$114,167.30	\$7,414,557.05
25	1/1/2037	\$7,414,557.05	\$311,218.36	\$200,000.00	\$111,218.36	\$7,217,469.16
26	7/1/2037	\$7,217,469.16	\$308,262.04	\$200,000.00	\$108,262.04	\$7,019,888.54
27	1/1/2038	\$7,019,888.54	\$305,298.33	\$200,000.00	\$105,298.33	\$6,821,813.98
28	7/1/2038	\$6,821,813.98	\$302,327.21	\$200,000.00	\$102,327.21	\$6,623,244.22
29	1/1/2039	\$6,623,244.22	\$299,348.66	\$200,000.00	\$99,348.66	\$6,424,178.05

Pmt No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
30	7/1/2039	\$6,424,178.05	\$296,362.67	\$200,000.00	\$96,362.67	\$6,224,614.20
31	1/1/2040	\$6,224,614.20	\$293,369.21	\$200,000.00	\$93,369.21	\$6,024,551.45
32	7/1/2040	\$6,024,551.45	\$290,368.27	\$200,000.00	\$90,368.27	\$5,823,988.54
33	1/1/2041	\$5,823,988.54	\$287,359.83	\$200,000.00	\$87,359.83	\$5,622,924.22
34	7/1/2041	\$5,622,924.22	\$284,343.86	\$200,000.00	\$84,343.86	\$5,421,357.25
35	1/1/2042	\$5,421,357.25	\$281,320.36	\$200,000.00	\$81,320.36	\$5,219,286.35
36	7/1/2042	\$5,219,286.35	\$278,289.30	\$200,000.00	\$78,289.30	\$5,016,710.28
37	1/1/2043	\$5,016,710.28	\$275,250.65	\$200,000.00	\$75,250.65	\$4,813,627.77
38	7/1/2043	\$4,813,627.77	\$272,204.42	\$200,000.00	\$72,204.42	\$4,610,037.55
39	1/1/2044	\$4,610,037.55	\$269,150.56	\$200,000.00	\$69,150.56	\$4,405,938.35
40	7/1/2044	\$4,405,938.35	\$266,089.08	\$200,000.00	\$66,089.08	\$4,201,328.91
41	1/1/2045	\$4,201,328.91	\$263,019.93	\$200,000.00	\$63,019.93	\$3,996,207.95
42	7/1/2045	\$3,996,207.95	\$259,943.12	\$200,000.00	\$59,943.12	\$3,790,574.18
43	1/1/2046	\$3,790,574.18	\$256,858.61	\$200,000.00	\$56,858.61	\$3,584,426.33
44	7/1/2046	\$3,584,426.33	\$253,766.39	\$200,000.00	\$53,766.39	\$3,377,763.10
45	1/1/2047	\$3,377,763.10	\$250,666.45	\$200,000.00	\$50,666.45	\$3,170,583.22
46	7/1/2047	\$3,170,583.22	\$247,558.75	\$200,000.00	\$47,558.75	\$2,962,885.39
47	1/1/2048	\$2,962,885.39	\$244,443.28	\$200,000.00	\$44,443.28	\$2,754,668.32
48	7/1/2048	\$2,754,668.32	\$241,320.02	\$200,000.00	\$41,320.02	\$2,545,930.70
49	1/1/2049	\$2,545,930.70	\$238,188.96	\$200,000.00	\$38,188.96	\$2,336,671.24
50	7/1/2049	\$2,336,671.24	\$235,050.07	\$200,000.00	\$35,050.07	\$2,126,888.63
51	1/1/2050	\$2,126,888.63	\$231,903.33	\$200,000.00	\$31,903.33	\$1,916,581.56
52	7/1/2050	\$1,916,581.56	\$228,748.72	\$200,000.00	\$28,748.72	\$1,705,748.73
53	1/1/2051	\$1,705,748.73	\$225,586.23	\$200,000.00	\$25,586.23	\$1,494,388.81
54	7/1/2051	\$1,494,388.81	\$222,415.83	\$200,000.00	\$22,415.83	\$1,282,500.50
55	1/1/2052	\$1,282,500.50	\$219,237.51	\$200,000.00	\$19,237.51	\$1,070,082.46
56	7/1/2052	\$1,070,082.46	\$216,051.24	\$200,000.00	\$16,051.24	\$857,133.38
57	1/1/2053	\$857,133.38	\$212,857.00	\$200,000.00	\$12,857.00	\$643,651.93
58	7/1/2053	\$643,651.93	\$209,654.78	\$200,000.00	\$9,654.78	\$429,636.77
59	1/1/2054	\$429,636.77	\$206,444.55	\$200,000.00	\$6,444.55	\$215,086.57
60	7/1/2054	\$215,086.57	\$203,226.30	\$200,000.00	\$3,226.30	\$0.00

AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT (“Second Amendment”) is entered as of February 27, 2025, by and between CITY OF PALM DESERT, a California municipal corporation (“Lessor”), and the DESERT RECREATION DISTRICT, a California special district (“Lessee”). Lessor and Lessee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee previously entered into that certain Lease Agreement dated January 1, 2020 (the “Lease”), for the lease of the premises more particularly described therein located at 43900 San Pablo Avenue, Palm Desert, California 92260 (the “Premises”);

WHEREAS, Lessor will agree to provide a tenant improvement allowance to provide reimbursement to Lessee for the cost of such Additional District Improvements, subject to the limitations set forth herein;

WHEREAS, Lessor finds and determines that providing the tenant improvement allowance to facilitate the construction of the Additional District Improvements will enhance recreational opportunities available to the residents and taxpayers, and the Additional District Improvements will benefit the areas within the City of Palm Desert commonly known as Project Areas Nos. 2 and 3;

NOW THEREFORE, Lessor and Lessee desire to amend the Lease on the terms and conditions as provided in this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Amendments to Lease. The Lease is hereby amended as follows:
 - a. Additional Rent. A new Section 2.2 is hereby added to the Lease to read as follows:

“2.2 Additional Rent. In addition to the Base Rent, Lessor shall pay to Lessor on each January 1 and July 1, commencing on July 1, 2025, additional rent in the amount necessary to fully amortize the aggregate amount of the Tenant Improvement Allowance which was disbursed by Lessor in semi-annual payments with an interest rate of 3% per annum over the remaining portion of the initial Term (the “Additional Rent”). An estimated Additional Rent payment schedule is attached hereto as Exhibit B. The interest component shall begin to accrue on the outstanding unamortized portion of the Tenant Improvement Allowance on the date that Lessor first disburses such Tenant Improvement Allowance or any portion(s) thereof. On or about June 1, 2025, Lessor shall provide to Lessee in writing the final amortization schedule for the payment of the Additional Rent based on the

aggregate amount of the Tenant Improvement Allowance actually disbursed pursuant to this Second Amendment and taking into account the date of each disbursement with respect to calculating the interest component.”

b. Tenant Improvement Allowance. A new Section 5.6 is hereby added to the Lease to read as follows:

“5.6 Tenant Improvement Allowance.

5.6.2 Disbursement of Tenant Improvement Allowance. Provided the Lessee is not then in default under the terms of this Lease, the Lessor will disburse amounts from the Tenant Improvement Allowance from time to time (but not more than once per month) following Lessor’s receipt of (i) a written request by Lessee requesting a disbursement from the Tenant Improvement Allowance and specifying the amount requested, (ii) copies of invoices, including all reasonable detail relating thereto as may be requested by Lessor, for all work performed for which payment is being requested by Lessee, and (iii) evidence satisfactory to Lessor that Lessee has paid all invoices for which disbursement is being requested from Lessor. All requests for disbursement from the Tenant Improvement Allowance shall be made on or before May 1, 2025.

3. Effectiveness of Agreement. Except as explicitly modified by this Second Amendment, all of the terms and provisions of the Agreement are and remain in full force and effect.

4. Entire Agreement. This Second Amendment and the Agreement represent the final and entire agreement between Lessor and Lessee regarding the subject matter hereof and thereof, and may not be contradicted by evidence of prior, subsequent, or contemporaneous oral agreements of the Parties.

5. Modification. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both Parties hereto.

6. Authority. Each individual executing this Second Amendment on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Second Amendment on its behalf.

7. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Second Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by and through their respective authorized representatives, as of the date first above written.

LESSEE:

**DESERT RECREATION DISTRICT,
A California special district**

By: _____

Name: _____

Title: _____

Dated: _____

Approved as to Form:

By: _____

LESSOR:

**CITY OF PALM DESERT,
a California municipal corporation**

By: _____

Name: _____

Title: _____

Dated: _____

Approved as to Form:

CITY ATTORNEY

Attest

CITY CLERK

By: _____
Name: Robert Hargreaves of Best Best &
Krieger LLP

By: _____

**PALM DESERT HOUSING AUTHORITY
STAFF REPORT**

MEETING DATE: February 27, 2025

PREPARED BY: Jessica Gonzales, Housing Manager
Veronica Chavez, Director of Finance

SUBJECT: AWARD OF CONTRACT FOR AFFORDABLE HOUSING COMPLIANCE AND PROPERTY MANAGEMENT SERVICES TO NATIONAL COMMUNITY RENAISSANCE FOR A FIVE-YEAR TERM, IN THE ANNUAL AMOUNT OF UP TO \$832,356

RECOMMENDATION:

1. Approve the award of contract for Affordable Housing Compliance and Property Management Services for the Authority-owned Properties to National Community Renaissance, a Nonprofit Corporation for a five (5) year term, in the annual amount of up to \$832,356, with prescribed allowable increases for subsequent years as noted in the contract.
2. Approve an Addendum Agreement and an amount of up to \$30,000 for the transition of property management providers and cost associated.
3. Authorize Executive Director or his designee to finalize the management contract and addendum (also referred to as the "Agreement") with National Communities Renaissance, consistent with the terms of the RFP with non-substantive modifications concurred upon by the Executive Director and legal counsel.
4. Authorize the Chairperson to execute the Agreement and Addendum and the Executive Director to execute any documents necessary to facilitate the contract award and implementation.

BACKGROUND/ANALYSIS:

A Request for Proposals ("RFP") for qualified licensed firms for affordable housing compliance and property management services ("Services") for the fifteen (15) income-restricted properties (collectively, the "Properties") owned by the Palm Desert Housing Authority (the "Authority") was posted on October 16, 2024, to the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement") available on the City's website. Concurrently, a "Notice Inviting Proposals" was published in the Desert Sun newspaper on October 16, 2024.

On or before November 21, 2024, at 2:00 p.m., in no order, the following proposals were received:

FIRM	CORPORATE OFFICE
Hyder & Company	San Marcos, CA
Community Housing Opportunities Corporation	Fairfield, CA
National Community Renaissance	Rancho Cucamonga, CA
Bell Properties, Inc.	Arcadia, CA

Staff performed an extensive due diligence review of the four (4) proposals submitted. An evaluation of the proposals was performed by four (4) individual City staff members from different departments independently reviewing each firm's qualifications and whether their respective proposed services met the evaluation criteria set forth in the RFP. From the evaluation of the proposals, the two highest scoring respondents were interviewed.

Unanimously, based on the written and interview responses National Community Renaissance, ("National CORE") was deemed most qualified with very thorough and concise responses. The evaluating panel recommended an award of contract to National CORE.

National CORE Proposal:

National CORE currently manages over 13,000 affordable and market-rate apartment units across 100 developments nationwide. Furthermore, National CORE has thirty (30) years of experience in this industry and has experience as a property management company for affordable rental properties.

The proposed Agreement with National CORE is for an initial five (5) year term with extension options as noted in the Agreement. Prior to the termination date of the term, the Agreement requires the parties to enter good faith negotiations to enter into a new agreement, with the ability to extend the current Agreement while those negotiations are ongoing (if needed). The scope of services for this Agreement consists of the day-to-day operation of fifteen (15) affordable housing properties. Services will include, but not be limited to: compliance with affordable housing rules and requirements; responding to residents' concerns and complaints; enforcement of house rules and regulations; application of fair housing laws and enforcement of the Housing Authority's Administrative Policies and Procedures; qualifying applicants and tenants annually for income certification; conducting credit, rental, employment, and criminal background checks; all leasing activities; monitoring day-to-day maintenance of properties and maintenance contracts; procurement of any services or projects as needed, performing property and unit inspections; collecting and disbursing funds; providing monthly accounting reports that include receipts and expenditures; annual financial reporting/filings; occupancy reporting; and administration of funds. The Agreement can be terminated for unsatisfactory performance upon a 90-day written notice by either party; in addition, the Housing Authority may terminate for convenience with 180 days written notice.

The Agreement management fee in the case of occupied units shall be in the amount of \$63 per unit per month, to be increased three percent (3%) biannually commencing on July 1, 2027, and every other July 1st thereafter for the remainder of the term of the Agreement. While this represents a significant increase from the current negotiated rate of \$50 per unit per month, the revised fee remains within industry standards and aligns with the mid-range of costs submitted in the proposals.

In its evaluation, the panel considered not only the cost efficiencies gained through National CORE's extensive resources but also the quality of service currently provided at the lower rate. Ultimately, the panel determined that this adjustment was the most prudent approach to maintaining the expected level of service at the properties.

Additionally, to enable a smooth transition of property management responsibilities from FGA), the current property manager, to National CORE, and Addendum Agreement has been agreed to by National CORE in the amount of \$10 dollars. The Addendum Agreement will commence upon the execution of the Addendum Agreement through June 30, 2025. Staff is requesting up to \$30,000 for any unanticipated costs associated with services and expenditures needed during the transition period.

Staff therefore recommends approval of award of contract for Affordable Housing Compliance and Property Management Services for the Authority Owned Properties to National CORE in an annual amount of up to \$832,356 commencing July 1, 2025, with prescribed allowable increases for subsequent years as noted above and in the contract.

Legal Review:

This report has been reviewed by the City Attorney's office and special counsel, Richards Watson and Gershon.

Appointed Body Recommendation:

Not applicable. Resolution No. HA-93 provides that the Housing Commission shall review and make recommendations on all matters to come before the Authority except "matters relating to the management and operations of the Authority".

FINANCIAL IMPACT:

The fiscal impact is the annual cost for Affordable Housing Compliance and Property Management Services. Funds will be included in the Housing Authority FY 2025-26 proposed Annual Budget request in the appropriate Authority accounts for each of the properties. The projected Net Operating Income from the properties is sufficient to cover the anticipated operational and transition costs. There is no impact to the General Fund with this action.

ATTACHMENTS:

1. Request for Proposal, dated October 16, 2024
2. National CORE Proposal, dated November 20, 2024
3. National CORE Transition Proposal
4. DRAFT Management Services Agreement
5. DRAFT Addendum Agreement

REQUEST FOR PROPOSAL

2024-RFP-142

AFFORDABLE HOUSING COMPLIANCE AND PROPERTY
MANAGEMENT SERVICES



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: October 16, 2024

DEADLINE FOR QUESTIONS: November 6, 2024

RESPONSE DEADLINE: November 21, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

City of Palm Desert
REQUEST FOR PROPOSAL

Affordable Housing Compliance and Property Management Services

- I. Summary and Background
- II. Board and Administrative Personnel.....
- III. Notice Inviting Proposals
- IV. Term of Contract.....
- V. Qualifications and Experience.....
- VI. Scope of Services
- VII. Evaluation Criteria
- VIII. Content and Format of Proposal.....
- IX. Selection Process
- X. Requests for Clarification.....
- XI. General Terms
- XII. Protests.....
- XIII. Submittal Requirements
- XIV. RFP Conditions.....
- XV. General Conditions

Attachments:

- A - Palm Desert Housing Authority Properties
- B - Cost Proposal
- C - Supplemental Questions
- D - Sample- Property Management Services Agreement
- E - Palm Desert Housing Authority Administration Plan

1. Summary and Background

1.1. Summary

The Palm Desert Housing Authority (“Authority”) is requesting proposals from qualified property management firms (“Firms”) for comprehensive Affordable Housing Compliance and Property Management Services (“Services”) to establish a Property Management Services Agreement (“Agreement”) for its income restricted properties portfolio. Note: the use of the term “Firm” throughout this Request for Proposal (“RFP”) may be interchangeably used with “Respondent”, “Proposer”, “Entity”, “Organization”, etc., and shall all mean the same.

Respondent(s) shall have extensive knowledge and experience with affordable housing compliance as well as strong property management experience in affordable and income restricted housing and must have managed at least 800 affordable rental housing units at one time during the last three (3) years. Respondent (s) must have familiarity with the Coachella Valley and area property management. Respondent(s) must also have strong knowledge and experience with the Housing Authority of the County of Riverside Section 8 Housing Choice Voucher (HCV) program and HOME Investment Partnership Program. Managing of affordable housing units includes but is not limited to day-to-day operations; compliance with affordable housing rules and requirements; respond to residents' concerns and complaints, enforcement of house rules and regulations, application of fair housing laws and enforcement of the Authority’s Administrative Policies and Procedures, qualifying applicants and tenants annually for income certification; conducting credit, rental, employment, and criminal background checks, all leasing activities; monitor day-to-day maintenance of Properties, any maintenance contracts, perform property and unit inspections; perform maintenance and repairs; collect and disburse funds; provide monthly accounting reports that include receipts and expenditures; annual financial reporting/filings; occupancy reporting; and administration of funds (“Services”). See Scope of Services.

This Request for Proposal (“RFP”) has the following objectives:

- Establish a comprehensive solicitation for Services at the Palm Desert Housing Authority affordable income restricted rental Properties.
- Achieve high-quality, cost-effective Services.
- Detail expectations for Services at the Properties.
- Determine the qualifications of the respondents to manage all aspects of the Authority’s affordable rental housing.

If an award is made, the Authority will award all work to a single Respondent. Respondent’s must demonstrate the potential to increase their management portfolio. Additional types of properties may be added to the successful Respondent’s scope of work subsequent to award.



1.2. Background

The Authority is a public body, corporate and politic, established to provide affordable, decent, safe, and sanitary housing within the City of Palm Desert under the former Palm Desert Redevelopment Agency ("former Agency"). The Authority is a housing successor entity resulting from the elimination of the Community Redevelopment Agencies in 2012.

The Authority owns 1,114 affordable housing units located at fifteen (15) rental properties ("Properties") in residential areas throughout the City of Palm Desert ("City"). Units consist of studios, one bedroom, and two bedrooms ranging from approximately 410 square feet to 800 square feet in size (Attachment A).

The Authority Properties have been acquired or rehabilitated with funding sources that require adherence to certain income restrictions, regulations pertaining to rental operations and ongoing property management. The se funds include the HOME Investment Partnership Program and Housing Set-Aside funds. In addition, to these Properties, others may be added to the portfolio in the future or current Properties may be deleted due to ownership changes or development plans.

The Authority Property rents are subsidized based on the Area Median Income ("AMI") for Riverside County. The 2024 AMI published by the California Department Housing of Community Development (HCD) can be found online at the Authority's website, www.pdhousingauthority.org . The Properties have income restricted units that range from 20% AMI to 120% AMI, with respective rents ranging from \$192 to \$1,895, after utility allowances. The current operating budget anticipates \$9,733,631 in annual rental income. Average monthly rent, for all Properties, is \$845, after utility allowances.

The property management company that may be awarded a contract from this RFP is expected to transition to operational control of the Properties as early as April 1, 2025.

1.3. Contact Information

Joe Barron

Sr. Contracts and Grants Analyst

Email: jbarron@palmdesert.gov

Phone: [\(760\) 776-6491](tel:(760)776-6491)

Department:

Finance Department

1.4. Timeline

The dates below are the timeline of events for this RFP. The Authority retains the sole discretion to adjust the timeline of events without prior notice or responsibility to Proposer(s). Nothing set forth herein shall

be deemed to bind the Authority to award a contract for the Services and the Authority reserves the right to amend, cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	October 16, 2024
Last Day to Submit Questions for Clarification	November 6, 2024, 2:00pm
Clarifications Issued by City on or before	November 13, 2024, 2:00pm
Deadline for Receipt of Proposals submitted on or before	November 21, 2024, 2:00pm

2. Board and Administrative Personnel

The powers of the Authority are vested in the five City of Palm Desert City Council Member's who appointed themselves as the Palm Desert Housing Authority Board ("Authority Board"). The legal authority in creating guiding legislation regarding the Properties is vested in the Authority Board.

The Authority Board has also appointed a seven (7) member citizen's Housing Commission that includes two (2) appointed representatives from the Properties that serve in an advisory capacity to the Authority Board.

The City of Palm Desert City Manager is the Housing Authority Executive Director. The Executive Director is responsible for the implementation and administration of policies adopted by the Authority Board with the assistance of the Housing Manager.

Under no circumstances may a Firm intending to submit a proposal to this RFP contact any member of the Housing Authority Board, Housing Commissioners, or any Housing Authority/City staff member other than the Housing Authority personnel contact. Failure to comply with this request may result in disqualification. All questions should be in writing as noted in Section 4.

3. Notice Inviting Proposals

3.1. NOTICE

RFP No.: 2024-RFP-142

Project Title: Affordable Housing Compliance and Property Management Services

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 2:00 pm, Thursday, November 21, 2024. Proposals may not be submitted

by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: The Palm Desert Housing Authority is soliciting proposals from qualified property management firms to enter into an Agreement for comprehensive Affordable Housing Compliance and Property Management Services for its income restricted rental properties portfolio.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

3.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in Section 15, Scope of Services, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Property Management Services Agreement ("Agreement") executed by and between the Authority and the successful Proposer. A sample copy of the Agreement is attached and incorporated herein by this reference.

3.3. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

3.4. PRE-PROPOSAL MEETING

For this RFP, there is **no** pre-proposal meeting. All prospective Proposers are encouraged to inspect all Properties. Failure to inspect the Properties on the part of the Proposer shall not relieve the Proposer of any responsibility for adherence to any of the provisions of this RFP.

4. **Term of Contract**

- A. The Authority intends to award a contract for Services as follows:
 - 1. Term resulting from this RFP is a five (5) year base term, beginning July 1, 2025 and expiring June 30, 2030.

2. Following the initial term, the Authority may opt to renew the contract two (2) additional terms of three (3) years each term.

a. Contract extension may be exercised contingent upon satisfactory performance and at the sole discretion of the Authority.

B. Terms for the transition phase will be from April 1, 2025 through June 30, 2025.

5. Qualifications and Experience

Only proposals from responsible organizations engaged in the performance of property management services of affordable housing communities will be considered.

Proposals must clearly demonstrate:

- A. Competency in performing comparable on-site services and management services
- B. Prior experience with the management of affordable income restricted rental residential properties,
- C. Financial resources sufficient to provide Services, and
- D. Personnel adequate to manage portfolio.

Respondent(s) must meet the following minimum criteria for qualifications and experience:

- A. At least ten (10) years' experience in managing rent restricted properties as evidenced by:
 - 1. A description of the firm including year of establishment, size of firm, number of employees, longevity of staff and any applicable partnerships; and
 - 2. At least one principal with ten (10) years' experience in providing affordable housing compliance and property management services for a minimum of 800 affordable rental housing units at one time during the last three (3) years; and
 - 3. Experience managing properties operated and regulated under rental subsidy assistance programs or projects where tenants are eligible for such programs and certification of prospective and current tenants is performed by onsite property management staff; and
 - 4. Qualified staff as evidenced by resumes and position descriptions of senior management members who would be assigned to oversee the project, please refer to the Scope of Work, Staffing Plan Requirement section; and
 - 5. Capacity to increase portfolio while maintaining quality and responsive service; and
 - 6. Experience with high-quality property management financial tracking and reporting, and an array of financing requirements including the Authority's purchasing policy, Housing Set-Aside, tax exempt bond, tax credit partnerships, HCD, RHCP, CHFA, MHP and Federal programs. Required reports include, but not limited to:

- a. Monthly financial statements with budget vs. actual and explanation of material variances.
 - b. Rental income accounts receivable and aging report
 - c. Accounts payable
 - d. Copies of bank statement and bank reconciliations
 - e. Vacancies and collections
 - f. Move-in / move-out reports.
 - g. Cash flow report
 - h. Waiting lists
 - i. Listing of all vendor contracts; including expenditures, licenses, insurance certifications and expiration dates
 - j. Affordable compliance due dates for the year
 - k. Monthly maintenance and preventative maintenance report
7. Possess a California valid real estate broker's license and any/all license necessary to conduct this type of services and work to be performed.

6. Scope of Services

6.1. The Authority's Expectations and Priorities

The Authority considers the continuous operations of its fifteen (15) income-restricted rental properties, collectively known as "Properties," to have a direct influence on the residents' lives and well-being. The chosen firm will be entrusted with the task of maintaining appropriate staffing levels to effectively address tenant requirements while delivering the Scope of Services in a cost-effective manner. Proposals should include the proposer's suggested property management and staffing plan to efficiently provide Services.

6.2. General Requirements of Services

Below is a general outline of the fundamental Services to be provided. Additionally, Services that are not explicitly mentioned but are related to the listed items should be expected and taken into account.

The property management services to be provided will encompass, but not be limited to, the following:

- Property Management, Reporting, and Transition (if necessary)
- Leasing
- Marketing of Vacancies
- Rent Determination and Eligibility Certification

- Unit Inspections
- Operation and Maintenance
- Financial Management and Reporting
- Procurement Requirements
- Resident Management Relations
- Utilities and Services
- Employees
- Hazardous Materials
- Security

6.3. General Responsibilities

The selected Proposer will bear the responsibility for delivering the entire range of Services outlined in this document. Throughout the execution of these responsibilities, the Proposer must adhere to all relevant Federal, State, County, and Local laws.

The property management staff will be mandated to undergo thorough initial training, with additional training sessions required every two years, starting from the commencement of the contract.

The chosen Proposer will be expected to:

- Operate the property in line with widely accepted industry standards for companies providing affordable housing compliance and property management services.
 - Including but not limited to new tenant intake, including marketing, establishing and maintaining site based waiting list, determination of applicant eligibility, applicant screening, tenant selection, tenant recertifications as needed (at minimum annually), lease enforcement, collection of rent and fees/charges, process evictions as necessary, unit turnover including preparing vacancies for leasing, etc.
- Submit a monthly lease compliance report, encompassing all grievances and notices served to residents, and the status of all legal actions related to the property.
- Complete any reports required by the Authority including those mandated by Local, County, State, Federal
- Follow Authority's adopted Administrative Plan and provide statutory updates and recommend revisions annually.
- Maintain a comprehensive system of records, books, and accounts following the directives and retention policy of the Authority. This includes, but is not limited to, resident records, maintenance records, resident applications, credit reports, leases, and work orders

- All records, books, and accounts are subject to examination by an authorized representative of the Authority and/or a Regulatory Agency.
- Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting, purchase of all required supplies and services, and keep expenses and income within approved budget amounts.
- Provide a written Building Operation Plan, outlining essential and preventive measures to preserve and extend the lifespan of the structure and mechanical systems. The plan will encompass, but not necessarily be limited to, the following components:
 - A Preventative Maintenance Plan with a monthly schedule
 - An assessment of necessary immediate and projected (two-year) capital improvements, including cost estimates and identification of any required building alterations/modifications to facilitate on-site operations
 - An evaluation of safety, fire, and security concerns
 - A specific assessment of the condition of system(s), elevators, and roofs
 - Conduct annual management inspections of building systems, including roofing, fire, heating, water, and electrical systems
 - Provide monthly and annual reports on emergency and routine work orders, along with their completion times for the property.

6.4. Tenant and Property Response Management

Daily operations of the Properties revolve around various crucial tasks including: managing the annual operating budget, property marketing, payment of property expenses, tenant selection procedures, tenant certification procedures and leasing (which includes executing, administering and enforcing the terms all rental agreements, in compliance with federal, state and local laws), occupancy status, compliance with affordable housing rules, routine maintenance, enforcement of house rules and regulations, and enforcement of the Authority's Administrative Policies and Procedures.

Utilize the Authority's Administrative Plan, California Code of Regulations Title 25, the California Department Housing of Community Development published income limits (Title 25, Section 6932), and any other applicable affordable, rental standard policies and industry best practices for tenant selection, qualifying, conducting backgrounds, leasing, rent re/assignment, rent collection, inspections, recertification, renewals, and vacancy advertisement as needed.

The selected firm is expected to manage response to all daily needs of the tenants and property.

- A. Focus on a customer service culture and serving the needs of tenants.
- B. Provide accountability to the public.

- C. Manage the Properties as self-sufficient individual entities on all day-to-day operation, leasing and maintenance.
- D. Manage and maintain Properties within the annual operating budget.
- E. Apply operational policies and procedures in a uniform manner.
- F. Ensure compliance with program requirements.
- G. Communicate with tenants and Authority staff in a clear and concise manner.
- H. Setup and prepare emergency response resources and an implementation plan.
- I. Manage waiting list through semi-annual updates of prospective applicants in conformance with Authority tenant selection policies.
- J. Produce semi-annual reports detailing number of new applicants, number of dropped applicants, and total for each waiting list.
- K. Create, implement and supervise maintenance schedules and repairs.
- L. Ensure independent contractor license status and insurance coverage.

6.5. Operations, Maintenance, and Capital Needs

Routine maintenance and capital replacement projects are vital to the ongoing success of the Properties. The Authority prides itself on maintaining premier affordable housing communities. The selected Proposer shall, at all times, maintain the property in a good, clean, habitable, and attractive condition acceptable to the Authority. Repairs shall be performed as necessary, to ensure cost control without sacrificing quality of services, and shall be budgeted as part of the operating expense of the Property.

The selected Proposer shall:

- A. Maintain and adhere to preventative maintenance, subject to any limitations imposed by the Authority, including but not limited to:
 - 1. All interior and exterior cleaning, painting, decorating, and carpentry.
 - 2. The periodic inspection, maintenance and repair of plumbing, heating, and ventilating systems, stoves and refrigerators
 - 3. The periodic inspection, maintenance of outdoor grounds and facilities
 - 4. Any other routine maintenance and repair work that becomes necessary
- B. Prepare a monthly report including a narrative summary of problem areas, steps or recommendations to rectify, and a summary of maintenance activities.

- C. Prepare vacant units for occupancy. Turn around for each vacant unit will be completed within fifteen (15) business days from move out, unless there are extenuating circumstances (death, major damage, etc)
 - 1. At least 98% of the units at each site are to be market ready at all times.
 - 2. Pre-occupancy inspections shall be completed for each unit with tenant identifying in writing the condition of the unit at the time of occupancy.
- D. Perform preventive maintenance of the Property to preserve the physical assets in accordance with sound property management practices. Included among these responsibilities are inspections of sidewalks, walkways, stairs, and paved areas to identify trip and other hazards and remediate in a timely manner.
- E. Systematically and promptly receive and investigate all service requests from tenants no later than 10 calendar days. Take any necessary action and keep records of the action taken.
 - 1. Complaints of a serious nature shall be reported to the Authority at the conclusion of an investigation (i.e., death, crime, etc.)
- F. Emergency repair requests shall be received and serviced immediately but no more than a 24-hour basis. Emergency repair requests include, but not limited to: gas leaks, broken water lines, toilet stoppage, electrical (exposed/frayed wires, electrical failure, etc.), burst water heater, destruction of exterior door (door broken and unable to lock), broken window or window lock, defective or omission smoke detectors, elevator failure, structural, main line stoppage, no water
- G. Utilize a maintenance request/maintenance tracking system or software program that provides quarterly reports to Authority staff detailing work orders received (date & time), completion (date & time), and hours completed, or subcontractors used to complete work.
- H. Oversight of replacements and repairs related to plumbing lines, lighting, curbs, sidewalks, window coverings, paint, and unit appliances/fixtures (i.e., light bulb replacement, roof repairs, stucco repair, etc.).
- I. Participate in capital needs planning and budgeting.
- J. Recommend process and material use improvements to extend the Properties longevity while minimizing long-term cost impacts.
- K. Conduct annual assessment of available energy and water efficiency improvements that help to identify future operating cost savings.
- L. Training for staff and residents on fire, earthquake safety, and crime prevention shall be conducted annually, or more frequently if determined to be reasonably necessary.
- M. The following tests, at a minimum, should be conducted as follows:
 - 1. Monthly: Fire alarm system test

2. Quarterly: Emergency power test
 3. Semi-Annually: Smoke detector test
 4. Annually: Fire drills
- N. Coordinate and accompany inspectors from the Authority, the Authority's insurance carrier, and other Authority authorized parties.
- O. Obtain and maintain in full force and effect, all licenses and permits required by law for operation and any services.

6.6. Staffing Plan Requirement

The purpose of this requirement is to ensure that the proposing firm demonstrates a clear, comprehensive staffing approach to fulfill the scope of work detailed in this RFP. The selected firm will be responsible for providing a complete, responsive, and flexible staffing plan that aligns with the requirements of the property management services and ensures effective performance.

Staffing Plan Submission

Proposers must submit a detailed staffing plan, which should include the following components:

A. Organization Chart

Provide an organization chart that identifies the key personnel who will manage and perform the required services under this contract. The chart should include:

- Position titles
- Reporting relationships
- Roles and responsibilities of each team member

B. Position Descriptions and Qualifications

Include detailed descriptions of each proposed position, outlining specific duties, responsibilities, and the necessary qualifications, skills, and experience for each role. The qualifications must align with the scope of work requirements, including any professional certifications, licenses, or relevant experience.

C. Staffing Levels and Resource Allocation

Describe the proposed staffing levels to be allocated for each major task or phase of the scope of work. This should include:

- The total number of staff assigned to each role (e.g., managers, accountants, maintenance staff, etc.)
- A justification for the adequacy of the staffing levels relative to the anticipated workload
- Allocation of resources to ensure project milestones and deliverables are met in a timely manner

D. Staffing Flexibility and Contingency Plan

Explain how the firm will ensure staffing flexibility to address fluctuating workloads, vacancies, and unexpected project demands. The plan should include:

- Provisions for backfilling key positions if needed
- Strategies for scaling staff up or down depending on changing project needs
- A contingency plan for addressing staffing shortages or other unforeseen disruptions in service delivery

E. Recruitment and Retention Strategy

Describe the firm's approach to recruiting, onboarding, and retaining qualified personnel for the duration of the contract. Include details on:

- Recruitment timeline and process for filling critical roles
- Retention strategies to minimize turnover during the project lifecycle
- Professional development or training programs to enhance staff performance

F. Key Personnel and Resumes

Identify key personnel who will be assigned to this project and include detailed resumes (not more than two pages) for each, highlighting:

- Relevant project experience
- Specific skills and expertise related to the scope of work
- Past performance on similar projects

G. Proposed Staffing minimum experience requirements for the following positions

1. Controller/Assistant Controller

- a. Bachelor's degree in accounting, finance, or a related field is usually required.
- b. A master's degree in business administration (MBA) or finance may be preferred.
- c. Professional certifications like Certified Public Accountant (CPA) or Certified Management Accountant (CMA) are highly valued.
- d. 8-10 years of experience in accounting or finance roles.
- e. 5 years in a management or leadership position, ideally in accounting or financial reporting.
- f. Preferred experience working in governmental accounting.

2. Staff Accountant

- a. Bachelor's or Master's degree in Accounting or Finance.

- b. 3-5 years of professional accounting experience, including experience with general ledger functions, month-end close processes, and financial reporting.
 - c. Preferred experience working in governmental accounting.
 3. Property Level Manager (20 – 39 units)
 - a. 3 years' experience in property management, with at least 2 years as a property manager
 - b. Experience with any affordable program preferred
 - c. ARM or other similar designation a plus
 4. Property Level Manager (40+ units)
 - a. 5 years' experience in property management, with at least 3 years as a Property Manager
 - b. Experience with affordable programs strongly preferred
 - c. ARM or other similar designation preferred
 - d. For Transitional housing, experience with homeless or similar population
 5. Regional Level Manager/Area Supervisor
 - a. 8 years' experience in property management with progressive responsibilities and at least 5 of those years as a Property Manager of at least 100 units
 - b. 3 years' experience with Affordable programs
 - c. 3 years' experience in a supervisory position (with direct reports)
 - d. 5 years' experience at the portfolio of multi-property level
 - e. Certified Property Manager ("CPM") or other similar designation preferred
 6. Resident Services Coordinator (as required)
 - a. Bachelor's degree in business or public Administration, Psychology, Sociology or related field.
 - b. 3 years of increasingly responsible experience in community or social services delivery, providing assistance to a vulnerable population such as the elderly and people with disabilities, in any of the following fields: public and/or affordable housing, social welfare, public health, employment service, counseling, vocational guidance, or a related field – OR- an equivalent combination of education, training and experience
 - c. Working knowledge, training, and experience of local services for the elderly and people with disabilities preferred

7. **Regional Level Maintenance/Maintenance Supervisor**
 - a. 8 years' experience working in maintenance, construction, or related field with progressive responsibilities
 - b. 5 years' experience at the portfolio or multi-property level
 - c. 4 years' supervisory or oversight experience
 - d. Maintenance lead experience with different types of inspections
 - e. Experience with multiple building systems
 - f. 5 years' experience in the residential or commercial sector

H. Transition Plan

For projects that require a phased implementation or transition from an incumbent contractor, include a transition staffing plan that outlines:

- How the firm will ensure continuity of service
- The timeline for onboarding and integrating staff during the transition period
- Strategies for knowledge transfer from the incumbent team

6.7. Financial Management and Accounting

Affordable housing properties routinely face long-term challenges with regards to financial sustainability. The expectation of the property manager is to be proactive to improve financial sustainability of operations. The Authority staff will work with the selected firm to develop annual operating and capital improvement project (CIP) budgets. Property manager will be responsible for budget implementation.

The selected firm is expected to:

- A. Provide monthly, quarterly, annual reports from a financial software package capable of delivering accrual-based accounting reports.
- B. Comply and assist with preparation of an annual fiscal audit focused on compliance with Generally Accepted Accounting Procedures.
- C. Implement proper internal controls for accounts receivable and payable, account reconciliation, security deposits, records retention, electronic backup, and expenditures for services.
- D. Act as the Authority's fiscal agent for day-to-day operations while complying with the Authority's Procurement Policy.
- E. Work with the Authority staff to ensure the most efficient system of reporting.

6.8. Contracts and Procurement

- A. Purchase materials, supplies, equipment, tools, and services that are necessary for the operation and maintenance of the Property and maintain a current inventory of the same. The purchasing and procurement of goods and services must be done in accordance of the Authority's procurement policy.
- B. Procure consultants and specialty contractors as necessary, for special maintenance requiring repair skills not usually possessed by regular maintenance employees.
- C. Enter into contracts and oversee not-to-exceed contracts for Services including, but not limited to: landscape maintenance, pest management, pool services, laundry, floor covering, courtesy patrol, HVAC, custodial cleaning, other services such as electrical systems, trash removal, solar system services, fire alarm and suppression systems, security gates, etc.

6.9. Regulatory Compliance

The Properties were developed by the former Redevelopment Agency using 20% housing set aside funds with very limited outside funding sources. Properties are subject to restrictive requirements that require the units be operated as affordable housing. The income levels for each property are very low (up to 50% AMI), low (up to 80% AMI), and moderate (up to 120% AMI).

The Authority relies heavily on its property management firm to properly document all aspects of the qualification of its income restricted residents, keep detailed records, and ensure compliance with regulatory covenants. In order to confirm compliance with regulatory covenants, the Authority staff may conduct the following routine procedures to monitor compliance by the selected property management firm:

- A. Perform annual random sample monitoring of income re/certification procedures, files, tenant lease agreements, and rent roll records to review compliance with income certification requirements.
- B. Conduct semi-annual random audit of tenant files to review proper records retention for verification of continued income eligibility, occupancy limits, vehicle registration and insurance, etc.
- C. Review the prospective tenant waiting list files for compliance with tenant selection policy, applicant verification procedures, and waiting list noticing requirements.

6.10. Performance Standards

The Authority staff may annually review management operations through a series of performance standards to be agreed upon as part of any contract awarded from the proposal received for this Request for Proposal.

At minimum, the following will be performance standards that will be required to be maintained:

- A. Vacancy Turnaround. The Authority's monthly standard for vacancy turnaround time is 30 days. This includes make ready and lease-up time. A monthly report will be required to be submitted 15 days after month end and must include the following for each vacated unit:
1. The date the unit was vacated.
 2. The name of the former resident who vacated.
 3. The unit number of the vacated unit.
 4. The size of the vacated unit.
 5. Reason resident vacated unit.
 6. The date maintenance began to "make ready" the unit.
 7. The date maintenance completed all "make ready" repairs.
 8. The date the unit was re-leased.
- B. Work Orders.
1. Emergency. Emergency work orders are those that address an immediate threat to life, health, safety to property or to the resident or are related to fire safety. The Authority's standard for completion of an emergency work order is for all orders to be completed or abated within 24 hours.
 2. Non-Emergency. Non-emergency work orders are those that address conditions that do not pose an immediate threat to life, health, safety to property or to the resident and not related to fire safety. The Authority's standard for the completion of non-emergency work orders is within four (4) days.
 3. Inspections. The Authority's annual standard for inspections is for all Housing Quality Standards (HQS) inspections to be conducted each year. Further, all units must be inspected by the property manager within 12 months of the previous HQS inspection.
- C. Re-certifications. The Owner's annual standard for re-certifications as applicable is that each resident household must be recertified no more than 90 days and no less than 30 days prior to the resident's lease expiration. Resident's may be contacted regarding recertification no earlier than 120 days prior to the resident household's lease expiration. The monthly report must indicate for each resident whose lease expired during the preceding month the date the resident was contacted regarding recertification and the date recertification was completed.
- D. The firm shall complete and submit all required reports, as outlined in the attached exhibits, by the deadlines specified in the contract or within the agreed-upon timeline. These reports shall be accurate, comprehensive, and formatted according to the standards defined in the exhibits. The firm is responsible for ensuring all reports are submitted to the Housing Authority on time and that any necessary revisions are made promptly upon request.

Key Performance Indicators (KPIs):

1. **Timeliness:** All required reports must be submitted by the deadlines stated in the contract. Any delays must be communicated in advance and justified in writing.
 - Target: 100% of reports submitted on time.
2. **Accuracy:** Reports must be complete, accurate, and free of errors or omissions. The firm will be required to correct any inaccuracies identified by the Housing Authority within 5 business days.
 - Target: Less than 5% of reports require resubmission due to errors.
3. **Compliance:** All reports must adhere to the format, content, and structure as defined in the exhibits.
 - Target: 100% compliance with report formatting and content standards.

6.11. Retention of Management Fee

For each performance standard that is not met monthly by the awarded Proposer, the Authority may retain a portion of the monthly base fee to be paid to the Firm. The terms defining the amount of retention by the Authority and the opportunity for cure by the Firm are set forth below:

- A. **10% Retention.** The Authority may retain up to 10% of the monthly base fee if the Manager fails to meet the required performance standards in any of the following areas in a given month: Tenant Accounts Receivable, Vacancy rate, Vacant Unit Turn-around, Work Order completion time, Required Financial Reports, Required Annual Reports, and Leasing Reports. The 10% retention shall apply to each performance standard separately. For example, if the Offeror fails to meet three performance standards in a month, the retention for that month would be 30%.

The Firm may cure any monthly deficiency for the above performance areas by bringing the cumulative average for all completed months in the previous quarter into compliance with the performance standard, which will entitle the Firm to payment of any fee retained for that performance standard.

- B. **Unit-based Retention.** For the Inspection and Recertification performance measures, the Authority may retain an amount equal to the annual fee per unit (i.e. the monthly per unit fee multiplied by 12) if the Firm fails to meet the required performance standard for any unit during the calendar year. See the following examples:
 1. **Example 1:** The Firm fails to meet the inspection standard for three (3) units in a given month. The Authority may retain an amount equal to the annual fee per unit multiplied by 3.

2. Example 2: The Authority fails to meet the performance standard for recertification for 2 units and inspection for two (2) units. The Authority may retain an amount equal to the annual fee per unit multiplied by 4.
3. Example 3: The Authority fails to meet both the inspection and recertification performance for the same unit. The Authority may retain an amount equal to the annual fee per unit multiplied by 2.

For the retention based on annual fee per unit under this section, the Manager cannot cure any failure to meet the required performance standard.

Manager may submit, as part of its regular monthly report, an explanation for any failure to meet a performance standard; and the Authority shall determine in its sole discretion whether an explanation is sufficient to avoid retention by the Authority. The Authority shall notify Manager in writing within 15 days of the receipt of any monthly report if the Authority decides to retain any portion of the management fee.

- C. **Appealing The Authority's Retention of Management Fee.** The Manager may appeal the Authority's decision to retain a percentage of the management fee. Appeals must be submitted in writing to the Authority to the attention of the Director of Finance. Appeals must contain as attachments any evidence necessary to support any assertion made in the appeal. The Authority shall respond to a properly submitted appeal within 15 days of its receipt and shall state its decision regarding the appeal. Decisions regarding any appeal shall be made in the sole discretion of the Authority and shall be final.
- D. Performance measures schedule will be established and mutually agreed upon by both parties prior to the execution of the agreement.

7. Evaluation Criteria

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. The Authority expressly reserves the right to postpone RFP opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, to waive information and minor irregularities in any proposal received or to cancel all or part of this RFP.

The Authority will evaluate proposals based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Proposer's Qualifications</p> <p>Including size of portfolio, number of years firm has been in business, amount, scope of services and length of experience working with affordable housing and specialized compliance areas; years of experience of key organizational staff; familiarity with the Coachella Valley and area properties; and professional references provided regarding current/past performance. The Proposer must meet the minimum.</p>	Points Based	15 <i>(15% of Total)</i>
2.	<p>Proposer's Compliance Knowledge</p> <p>Extensive knowledge and experience with affordable housing compliance regulations, the Housing Authority's purchasing policy, relocation compliance, funding programs, policies and procedures including but not limited to qualifying applicants and tenants annually for income certification.</p>	Points Based	15 <i>(15% of Total)</i>
3.	<p>Principal Manager Availability</p> <p>Demonstration that the Firm's Principal Manager will work closely with Authority Staff. The Authority expects Principal Manager to make frequent site visits and communicate often with site managers and Authority.</p>	Points Based	12 <i>(12% of Total)</i>
4.	<p>Firm's Capacity</p> <p>Management of at least 800 affordable rental restricted units at one time during the last three (3) years, which must include income certification of prospective and current residents by onsite property management staff. Longevity of staff, training programs provided for staff, operating policies and personnel procedures, financial reporting and compliance capabilities, accounting procedures, and cost management/control abilities, and procedures.</p>	Points Based	10 <i>(10% of Total)</i>
5.	<p>Firm's Clarity and Approach</p> <p>Proposal content, completeness, clarity, and conciseness are essential. These aspects may be considered when assessing the proposer's capabilities to deliver clarity. Including those items listed under 8(c).</p>	Points Based	10 <i>(10% of Total)</i>

6.	<p>Maintenance Ability</p> <p>Demonstration of experience managing maintenance subcontracts. Knowledge and experience of regular ongoing repairs, cost controls, unit turn times, response time, insurance repairs, capital improvement/replacement project planning process and related maintenance procedures. Ability to manage and oversee any improvements or modifications made to properties.</p>	Points Based	10 <i>(10% of Total)</i>
7.	<p>Good Standing of Firm</p> <p>Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs, Fair Housing, local law enforcement agencies, that have not been disclosed as part of the Proposal and have no unsatisfactory record of performance with any public agency. Provide overview of any current or pending legal suits or cases.</p>	Points Based	10 <i>(10% of Total)</i>
8.	<p>Cost</p> <p>Property Management firm may be compensated based on the fee structure presented in proposal (the Authority reserves right to negotiate and/or modify fee structure).</p>	Points Based	8 <i>(8% of Total)</i>
9.	<p>Demonstrated Understanding of "Palm Desert's Quality"</p> <p>Communication strategies/procedures, tenant outreach process, tenant dispute resolution process, response to tenant expectations, rules and regulation enforcement procedures, social service, and activities development.</p>	Points Based	5 <i>(5% of Total)</i>
10.	<p>Firm's Location</p> <p>Provide the location of the firm's offices. What type of work is performed at each location. How accessible is Staff at these locations to the Authority? Define the organizational hierarchy of each location.</p>	Points Based	5 <i>(5% of Total)</i>

8. Content and Format of Proposal

8.1. Required Contents*

In order to maintain uniformity with all proposals submitted, proposals must include all of the following information. Proposal content, completeness, clarity and conciseness are essential and will be considered when assessing the proposer's capabilities. Failure to complete and submit any of the information requested in this RFP with the Proposal response may render the Proposal non-responsive and may not be considered for award.

A. **Cover Letter**

1. Letter that serves as an executive summary of the proposal limited to no more than two (2) pages. The letter should include an overview of the firm including qualifications and organizational strengths, the firm's understanding of the work to be performed, and why the firm believes it to be the best qualified to perform the services requested.

B. **Qualifications and Related Experience**

1. A description of the company's relevant affordable housing compliance and property management experience including the location, size, funding program operated, duration of properties managed and a description of the role of management.

C. **Service Approach**

1. Describe the technical and management approach to providing the Services as outlined in the Scope of Services.
2. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services.
3. Provide a sample Management Plan, including a clear and concise description of the proposed property management program consisting of maintenance control, quality assurance, and tenant relations activities. The Plan should provide quality control for the property performance including but not limited to regular review of files, review of data discrepancies, review of compliance, work orders, etc.
4. Provide a proposed pro forma budget for expected property operations income and expenses, including proposed per unit, per month, management fee.
5. In reviewing the Scope of Services described herein, the Proposer may identify additional necessary tasks along with a discussion of its proposed method to accomplish the work.

D. **Transition Phase Plan**

1. Provide a transition plan that include detailed strategies, activities, timeline, and resources necessary to minimize disruption and ensure continuity of services.
2. Prepare an inventory and plan for the transfer of any physical or digital assets (e.g., equipment, software, facilities, documentation) from the current firm or to be newly implemented.

3. Develop a detailed plan for the formal handover of responsibilities, including clear criteria for the acceptance of the new service arrangement.
4. Identify key personnel for the transition
5. Provide a cost summary during the transition phase.

E. Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and your firm's capacity to provide additional personnel as needed. For more details, please refer to the Scope of Work, Staffing Plan Requirement section.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role, qualifications, office location, and responsibility of each individual. Designate who would provide day to day direction of the required work and become the Authority's primary contact person.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel. Identify the appropriate annual salaries and benefits for each position.
4. **Resumes:** Provide experience and resumes of proposed personnel who will be assigned to this contract. Include an organizational chart.
5. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

F. References

1. Provide a minimum of two (2) references, which the Firm has performed affordable housing compliance and property management services for similar types of properties as required by this RFP, during the past three (3) years.
2. It is preferable that references be with other municipalities or government entities.
3. Include references ***only*** where your company was tasked with qualifying low-income households.

*Response required

8.2. [Supplemental Questions*](#)

Attachment C includes a list of supplemental questions Responders shall formulate responses to and upload in this Section.

*Response required

8.3. Additional Information Outside of Proposal Requirements

Respondents may choose to provide additional materials beyond that which is requested. Upload additional materials in this Section of the proposal.

8.4. Cost Proposal*

The gross revenue from the Properties fluctuates with changes in tenant incomes. Due to the unpredictability of gross revenues, the Authority recognizes that it may be infeasible to base the Proposer's management fee on a percentage of the gross revenues of the Properties. Consequently, Proposers are asked to propose a flat monthly management fee for the Properties. Detail the breakdown of your fee structure for Services. Include any flat fees, staffing costs, overhead and profit, and additional applicable costs outside of operational management of the Properties.

See Attachment B. Complete and upload, with additional pages as necessary, reflecting your fee structure.

*Response required

8.5. Transition Phase Cost Proposal*

Please provide a cost summary for the three month transition period.

*Response required

8.6. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Proposal, to certify the following.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Please confirm

*Response required

8.7. Type of Business*

- C Corporation (if corporation, two signatures are required)
- S Corporation (if corporation, two signatures are required)
- Limited Liability C Corporation (if corporation, two signatures are required)
- Partnership
- Limited Liability Partnership
- Sole Proprietor/Individual
- Other

*Response required

8.8. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

8.9. Changes to Agreement*

The Authority's standard Property Management Services Agreement is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard Agreement language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may affect the Authority's decision to enter into an Agreement.

*Response required

8.10. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

8.11. Conflict of Interests Disclosure*

The proposer understands that any and all relationships with solid waste haulers will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement.

Please confirm

*Response required

8.12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Please confirm

*Response required

8.13. Sample Documents*

Upload sample lease agreement with all addenda, sample certification forms, a typical monthly/annual report, check lists, income worksheets, and tenant application.

*Response required

9. Selection Process

The Authority staff will conduct an initial review of the minimum qualifications of each. At the sole discretion of Authority, respondents who meet the minimum criteria for qualifications and experience minimum will then be evaluated equally and objectively by Authority staff and/or representatives.

Proposals should clearly identify how each criterion is met. Evaluation of proposals to this RFQ/RFP will be based on the information provided in the proposal and, if applicable, additional information requested, interviews and reference responses.

The Authority reserves the right to request additional information or documentation from the proposer regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process.

If a responding proposer chooses to provide additional materials beyond those requested, those materials should be included in a separate section of the proposal and clearly marked as additional information outside of proposal requirements.

10. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 pm (local time) on Wednesday, November 6, 2024.

11. General Terms

1. The Authority Reserves the Right to:

- a. Select one, or none of the Respondent proposals.
 - b. To defer selection of any Respondent to a time of the Authority's choosing.
 - c. Request additional information or clarifications from any Respondent, or to allow corrections of errors or omissions.
 - d. Request an oral interview and brief presentation from any Respondent prior to final selection.
 - i. Respondents chosen for an oral interview may be provided not less than five (5) business days' notice, along with the date, time, and place for interviews.
 - ii. Expenses will be the responsibility of the Respondent.
 - e. Consider experience and qualifications information about listed individuals involved in direct property management operations in addition to the information submitted in the proposal, in any additional information requested, or interview.
 - f. Reject any and all proposals and waive any irregularities or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
 - g. Cancel this RFP at any time, for any reason, and without liability. Respondents assume the sole risk and responsibility for all expenses connected with the preparation of proposals.
 - h. Not to award a contract pursuant to this RFP and/or to extend its contract with its existing property management service provider.
 - i. Award the contract at a time other than that stated in the timetable.
 - j. Modify duration of the contract or change the contract start and end dates.
2. Release of Information
- a. The Authority will not release proposals submitted in response to this RFP during the proposal evaluation process. All Proposals and evaluations will be made public when a recommendation is made to the Housing Commission and/or the Authority Board regarding this RFP.
3. Proprietary Information
- a. All Proposals submitted in response to this RFP become the property of the Authority and under the Public Records Act (Government Code §6250 et. seq) are public records, and as such may be subject to public review.
 - b. Respondent is required to identify all proprietary information in its proposal that Respondent wishes to remain confidential for trade secret or other proprietary information.

- c. If Respondent fails to identify proprietary information, it agrees by submission of its proposal that that it is nonproprietary and may be made available upon public request after a contract award.
- d. Note that under California law, price proposal to a public agency is not a trade secret.

12. Protests

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

12.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

12.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

12.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

12.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the Authority makes a recommendation to the City Council to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.

- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

12.5. [Protest Review and Response](#)

If the protest is timely and complies with the above requirements, the Authority shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The Authority will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the Authority then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

12.6. [Conflicts](#)

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

13. Submittal Requirements

13.1. [General](#)

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

13.2. [Preparation](#)

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

13.3. [Site Examination](#)

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

13.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

13.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by the Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either the Authority and the successful Proposer have completed negotiations and entered into an Agreement or the Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give the Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

13.6. Submittal Instructions

The proposal must be received no later than 2:00 pm, on or before Thursday, November 21, 2024 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the

screen while on the website) during business hours, or by emailing support@procurenw.com. Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

14. RFP Conditions

14.1. Equal Opportunity

The Authority requires Respondents to be an Equal Opportunity Employer and fully comply with all government regulations regarding nondiscriminatory employment practices.

14.2. Law of the State of California

The resulting contract is subject to State of California law, whether substantive or procedural. Proposer shall comply with all federal, state, county and local laws concerning this type of Services. Additionally, the contract shall apply all statutory, charter and ordinance provisions applicable to public contracts within the City of Palm Desert.

14.3. Labor Compliance

The selected Property Management Company shall be aware of the requirements of California Labor Code sections 1720 et seq., 1770 et seq., and California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on applicable “public works” and “maintenance” projects. If applicable, the selected Property Management Company shall fully comply with the Prevailing Wage Laws.

14.4. Permits and Licenses

The selected Property Management Company shall secure or maintain in force during the period covered by any contract resulting from this RFP all licenses and permits required by law for the operation of their business including when required.

14.5. Insurance Requirements

The selected Property Management Company will be required to carry insurance coverage meeting the minimums detailed in standard Property Management Agreement as attached as an Attachment to this RFP.

15. General Conditions

15.1. Federal Requirements

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

15.2. Amendments to RFP/ Addendum

If it becomes necessary for the Authority to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, a written addendum will be posted on Open

Gov. The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

15.3. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

15.4. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

15.5. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

15.6. Cancellation of RFP

The Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

15.7. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

15.8. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. The Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

15.9. Right to Negotiate and/or Reject Proposals

The Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets the Authority's requirements.

15.10. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).

PREPARED FOR:

The City of Palm Desert
Request for Proposal NO. 2024-RFP-142
Affordable Housing Compliance and Property Management Services



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Additional Information



Letter of Interest

November 20, 2024

Joe Barron
Senior Contracts and Grants Analyst
City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260

Subject: RFP NO. 2024-RFP-142 - Affordable Housing Compliance and Property Management Services

I am writing to express National Community Renaissance's keen interest in responding to the Request for Proposal (RFP) for Affordable Housing Compliance and Property Management Services. With our extensive qualifications and proven track record, we believe that National CORE is well-equipped to meet and exceed the expectations outlined in the RFP.

National CORE stands as one of the nation's largest nonprofit developers and managers of affordable rental housing. Recognized as a "best in class" provider of property management services, we offer a comprehensive range of in-house capabilities tailored to effectively manage the complexities inherent in affordable multifamily housing. We firmly believe that where you live matters, and at National CORE, we prioritize both people and place.

Our commitment to excellence is evidenced by our management of over 13,000 affordable and market-rate rental units across 100 developments nationwide, in collaboration with private and public entities. With more than 30 years of industry experience, we have honed a fully integrated approach that encompasses expertise in human resources, finance, asset management, compliance, risk management, energy and sustainability, relocation and capital improvements.

At National CORE, we understand that high-quality management and a long-term focus are instrumental in preserving the integrity of our communities and fostering environments where residents can take pride in calling home. We are dedicated to delivering exceptional service that aligns with the unique needs of each property and its residents, ensuring a positive and sustainable living experience for all.

Considering our commitment to excellence and our proven ability to deliver results, we are confident that National CORE is well-positioned to fulfill the requirements outlined in the RFP. We look forward to the opportunity to collaborate with the City of Palm Desert and contribute to the success of your property management initiatives.

Thank you for considering National CORE for this partnership opportunity. Should you require any further information or clarification, please do not hesitate to contact me at (909) 204-3451 or mruane@nationalcore.org

Sincerely,



Michael Ruane
President
National Community Renaissance



Organizational and Personnel Background

Organizational and Personnel Background

National Community Renaissance (National CORE) is a prominent nonprofit organization committed to developing, acquiring, and managing affordable housing properties. With a mission centered around transforming lives and communities through high-quality affordable housing, National CORE has established itself as a leader in the field, driven by a passion for social impact and sustainable community development.

QUALIFICATIONS:

1. **Extensive Experience:** National CORE draws from decades of hands-on experience in developing, acquiring, and managing affordable housing properties. This extensive background equips the organization with invaluable insights and expertise, enabling it to navigate the intricate landscape of affordable housing development effectively.
2. **Proven Track Record:** National CORE's track record speaks volumes about its proficiency and efficacy in delivering tangible results. With more than 13,000 units developed and managed across various states, the organization has demonstrated its ability to transform communities, uplift residents, and catalyze positive change on a significant scale.
3. **Collaborative Partnerships:** National CORE recognizes the pivotal role of partnerships in driving meaningful impact. By forging strategic alliances with government agencies, financial institutions, philanthropic entities, and community stakeholders, the organization amplifies its reach, resources, and capabilities, fostering a collaborative ecosystem conducive to sustainable community development.
4. **Financial Stability:** National CORE's financial stability forms a cornerstone of its operational prowess. Equipped with a robust financial foundation and access to diverse funding sources, including public subsidies, tax credits, grants, and private investments, the organization possesses the agility and resources necessary to embark on ambitious projects and surmount financial challenges effectively.
5. **Commitment to Innovation:** National CORE remains at the vanguard of innovation, continuously exploring and implementing cutting-edge approaches, technologies, and best practices to enhance the affordability, sustainability, and livability of its housing developments. By embracing innovation, the organization drives efficiency, optimizes resource utilization, and delivers superior outcomes for residents and communities.
6. **Regulatory Compliance:** National CORE upholds the highest standards of regulatory compliance, ensuring adherence to all applicable laws, regulations, codes, and industry standards governing affordable housing development. By prioritizing compliance, the organization safeguards the rights, safety, and well-being of residents while maintaining the integrity and credibility of its operations.
7. **Award-Winning Portfolio:** National CORE's portfolio stands as a testament to its unwavering commitment to excellence. With numerous awards and accolades garnered for its outstanding achievements in design, construction,

sustainability, and community impact, the organization's projects exemplify innovation, quality, and social responsibility, setting a benchmark for industry peers.

MAJOR ORGANIZATIONAL STRENGTHS:

1. **Mission-Driven Culture:** At the heart of National CORE lies a mission-driven culture that inspires and empowers its team members to effect positive change. Fueled by a shared commitment to the organization's overarching mission of transforming lives and communities through affordable housing, employees channel their passion, dedication, and expertise towards realizing this noble vision.
2. **Expertise in Affordable Housing:** National CORE's multidisciplinary team comprises seasoned professionals with specialized expertise in every facet of affordable housing development, from site selection and financial structuring to design, construction, property management, and resident services. This collective knowledge and proficiency empower the organization to execute projects with precision, efficiency, and excellence.
3. **Community Engagement:** National CORE recognizes the intrinsic value of community engagement as a catalyst for inclusive, sustainable development. By actively engaging with local residents, community leaders, advocacy groups, and other stakeholders, the organization fosters meaningful dialogue, builds trust, and solicits valuable insights to inform its decision-making processes and ensure alignment with community needs and aspirations.
4. **Sustainable Practices:** Sustainability lies at the core of National CORE's ethos, permeating every aspect of its operations. From incorporating energy-efficient design features and sustainable building materials to implementing renewable energy solutions and green infrastructure, the organization prioritizes environmental stewardship, resource conservation, and long-term sustainability in its housing developments, thereby minimizing ecological footprint and operating costs while enhancing resident comfort and well-being.
5. **Commitment to Social Equity:** National CORE remains steadfast in its commitment to advancing social equity and fostering inclusive communities where individuals of all backgrounds and circumstances have access to safe, affordable housing and opportunities for upward mobility. By proactively addressing issues of housing inequality, economic disparity, and systemic injustice, the organization seeks to create a more just, equitable society where every individual can thrive and fulfill their potential.
6. **Transparent Governance:** National CORE upholds principles of transparency, accountability, and ethical governance across all facets of its operations. Through robust governance structures, policies, and practices, the organization ensures integrity, fairness, and compliance with legal and ethical standards, fostering trust and confidence among stakeholders and safeguarding the interests of residents, investors, and partners alike.
7. **Capacity for Growth:** National CORE's expansive capacity for growth positions it as a dynamic force for positive change in the affordable housing landscape. Armed with a diverse portfolio of projects, a skilled workforce, and a proven track

record of success, the organization possesses the agility, resources, and strategic foresight to pursue ambitious growth initiatives, expand its footprint, and amplify its impact on communities nationwide.

In essence, National Community Renaissance (National CORE) stands as a paragon of excellence and innovation in the affordable housing sector, driven by a steadfast commitment to social impact, sustainability, and community empowerment. With its unparalleled qualifications, major organizational strengths, and unwavering dedication to its mission, National CORE continues to redefine the boundaries of possibility, transforming lives and communities for the better, one affordable housing development at a time.

INTEGRATED TEAM OF PROFESSIONALS

ACCOUNTING

Our Accounting Team watches over the financial solvency of our properties in order to maximize income, minimize bad debt, and maximize cash distribution to owners.

- Financial and operations auditing
- Financial reporting
- Cost containment analyses
- Strategic planning and benchmarking
- Yardi Voyager, web-based property management software and asset management solutions

ASSET MANAGEMENT

Comprehensive asset management planning, financial reviews, onsite physical and staff evaluations, debt restructuring/re-syndication, review of agency requirements and documentation plus constant communication.

- Responsible for the preservation of the physical assets
- Submit monthly, quarterly, semi-annual and annual reports
- Supervise disbursements
- Develop property watch list for under-performing properties

CAPITAL IMPROVEMENTS

Preserves the integrity of the physical platform while introducing modern touches to keep the property current and efficient.

- Interior and exterior maintenance
- Skilled maintenance staff
- Cost containment analyses
- HandyTrac Key Management System
- Focus on leasing units with minimal turn time, maximizing economic occupancy

COMPLIANCE

Maintains a service-oriented approach designed to assist owners and agents in complying with the many complex federal and state housing regulations.

- Full regulatory compliance
- Compliance certification and recertification
- Measure and evaluate site level staff
- Monitor file turnaround times
- Identify training opportunities
- Custom compliance property checklist based on the funding sources and specific compliance requirements
- Compliance monitoring audits

ENERGY AND SUSTAINABILITY

“Doing Our Part” to develop sustainable communities and implement conservation programs that maintain the health and stability of our communities.

- Turf removal and smart irrigation
- Installation of high efficiency toilets, shower heads and flow restrictors
- Installation of high efficiency front load washers
- Installation of demand control devices
- Installation of Wi-Fi controlled thermostats
- LED lighting upgrades
- Utility data tracking with WegoWise

HUMAN RESOURCES

We offer a full service HR team to provide employee relations and operational support.

- Recruitment, hiring and retention
- Compensation and benefits
- Payroll and HR systems
- Employee relations
- Performance management
- Training and development
- Safety management

PROPERTY MANAGEMENT

Experts in resident service programs, facilities management, maintenance, leasing, and compliance with affordable housing regulations allows owners and agents to place their trust in our services and achieve the highest level of resident satisfaction.

- Planning and budgeting
- Market evaluation
- Advertising, marketing and lease-up
- Resident screening
- Lease renewal negotiations
- Rent and maintenance collection
- Supervision of personnel
- Owner/resident relations
- Residential relocation

RISK MANAGEMENT

Identifies, assesses and controls threats to capital and earnings.

- Oversees contract negotiations
- Conducts vendor and contract screenings
- Mitigates safety and environmental issues
- Annual property inspections



Experience

Experience



National CORE is one of the nation's largest nonprofit developers and managers of affordable rental housing. As a "best in class" provider of property management services, National CORE offers an array of in-house capabilities to navigate the complexities of managing affordable multifamily housing.

BECAUSE WHERE YOU LIVE MATTERS

At National CORE, we believe that people and place matter. High-quality management and a long-term focus are keys to preserving the integrity of our communities and creating a place residents are proud to call home.

Here's a deeper exploration of our key strategies and strengths:

1. **Resident-Centric Approach:** National CORE's dedicated staff is deeply committed to exceeding the needs of residents. They prioritize tenant satisfaction by offering responsive maintenance services, organizing community events, and providing resources to support residents' well-being. By fostering a sense of community and actively listening to residents' concerns, they create a positive living environment for all.
2. **Performance Optimization:** National CORE is committed to maximizing rents and overall property performance. Through monthly operational reviews, they closely monitor financial metrics, occupancy rates, and maintenance costs to identify areas for improvement and implement strategic adjustments. This proactive approach ensures that properties operate at their fullest potential while maintaining affordability for residents.
3. **Stakeholder Engagement:** Regular communication with all stakeholders, including residents, local governments, investors, and community organizations, is a cornerstone of National CORE's property management strategy. By fostering transparent and open dialogue, they build trust and collaboration, enabling effective problem-solving and alignment of goals.
4. **Legal Compliance Expertise:** National CORE's team comprises experts in landlord/tenant laws and fair housing regulations. They stay abreast of the latest legal developments and ensure strict adherence to all relevant regulations, minimizing legal risks and protecting the rights of both tenants and property owners.

5. **Owner's Perspective:** With ownership of over 100 properties, National CORE understands the intricacies of property management from an owner's perspective. They prioritize long-term asset preservation and value enhancement, employing sound financial management practices and strategic decision-making to optimize returns on investment.
6. **Innovative Solutions:** National CORE continuously seeks innovative solutions to enhance property management efficiency and effectiveness. Whether through the implementation of advanced technology systems, sustainable practices, or community development initiatives, they remain at the forefront of industry best practices to deliver exceptional results.
7. **Commitment to Continuous Improvement:** National CORE's commitment to excellence extends to ongoing learning and improvement. They invest in staff training and development, leverage feedback mechanisms, and conduct regular performance evaluations to identify areas for enhancement and ensure continuous growth and success.

EXPERIENCE WITH SERVING AS A PROVIDER OF PROPERTY MANAGEMENT SERVICES

National Community Renaissance stands as a beacon of excellence in the realm of property management, a trusted steward for esteemed entities like Ethos, Invesco, City of Rosemead, LINC Housing, Episcopal Communities & Services and our newest partnership with The Housing Authority of the City of Los Angeles (HACLA). With unwavering dedication and a commitment to excellence, National CORE manages a diverse portfolio comprising 596 market-rate units across five premier properties nestled in the picturesque San Fernando Valley, CA, as well as 136 units for the Episcopal Communities & Services in the vibrant locale of Redondo Beach, CA, 200 units for the City of Rosemead, 1,100 units for LINC Housing and an upcoming 835 units for HACLA.

National CORE's partnership with Ethos, Invesco, City of Rosemead, LINC Housing, the Episcopal Communities & Service, and HACLA underscores its reputation as a trusted ally in the realm of property management. By leveraging its expertise and innovative approach, National CORE consistently delivers exceptional results, maximizing property value and enhancing the overall community experience.

In every interaction and endeavor, National CORE embodies professionalism, integrity, and a genuine passion for creating spaces where individuals and families can flourish. Through its unwavering commitment to excellence, National CORE sets the gold standard for third-party property management, earning the admiration and trust of clients and residents alike.

The specific individual assigned to work with the City of Palm Desert from National Community Renaissance (National CORE) would be Courtney Richard, Senior Vice President of Property Management.

Courtney Richard has been an integral part of the National CORE team since 2012, bringing with her extensive experience in property management dating back to 2009. In her role, Courtney oversees the operations and management of National CORE's extensive portfolio of 100+ affordable housing communities



and leads a team of more than 350 professionals. Courtney's responsibilities include setting strategic goals for National CORE's largest division to address the evolving needs of the organization's expanding portfolio and new business ventures. Notably, in 2012, Courtney played a pivotal role in establishing in-house relocation services, a move that has proven to be highly successful for

National CORE, generating additional revenue streams through third-party services while ensuring minimal resident hardship and compliance with regulatory requirements.

Recognized for her outstanding contributions, Courtney has received accolades from industry organizations such as the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds several certifications, including RAD Project-Based Voucher, Rental Assistance Certification, and Tax Credit Specialist. Courtney earned her Bachelor of Science in Business Administration from Cal State San Bernardino.

To maximize net income at the properties it manages, National CORE's Senior VP of Property Management conducts:

- Detailed budget development and review processes
- Monthly financial reviews with regional managers
- Quarterly in-depth reviews with CFO, controller, asset managers, and regional managers
- Ongoing monitoring and analysis by financial analyst to maximize property performance

As the Senior Vice President of Property Management, Courtney Richard would be the key liaison between National CORE and the City of Palm Desert, leveraging her expertise and leadership to ensure successful collaboration and the fulfillment of shared objectives.

OTHER KEY STAFF MEMBERS:

In addition to Courtney Richard, the Senior Vice President of Property Management, several other individuals from National Community Renaissance (National CORE) would be involved on the property management level in collaboration with the City of Palm Desert. These individuals play critical roles in ensuring the effective management and operation of National CORE's affordable housing communities. They include:

1. **VP of Maintenance and Capital Improvements:** Responsible for overseeing maintenance operations and capital improvement projects across National CORE's properties, ensuring that they are well-maintained and meet quality standards.

2. **Director of Capital Improvements:** Leads the planning and execution of capital improvement projects, working closely with property managers and maintenance teams to enhance the quality and value of National CORE's properties.

3. **Director of Operations:** Manages day-to-day operational activities at National CORE's properties, including leasing, resident services, and regulatory compliance, to ensure efficient and effective property management.

4. **Director of PM Financials:** Handles financial matters related to property management, including budgeting, financial reporting, and analysis, to ensure fiscal responsibility and accountability.

5. **Director of Relocation:** Oversees relocation services, ensuring smooth transitions for residents affected by redevelopment or renovation projects while complying with regulatory requirements and minimizing disruptions.

6. **Regional Lease-up Manager:** Coordinates leasing activities and manages occupancy levels across National CORE's properties, implementing strategies to maximize rental income and minimize vacancies.

7. **Property Management Project Managers:** These professionals are responsible for overseeing specific projects or initiatives within the property management division, ensuring timely completion and successful implementation.

These individuals, along with Courtney Richard, form a cohesive team dedicated to delivering high-quality property management services in alignment with the goals and objectives of National CORE and the City of Pam Desert. Their collective expertise and leadership contribute to the success and sustainability of affordable housing communities in the region.

TIME REQUIRED TO BEGIN PROPERTY MANAGEMENT:

National Community Renaissance (National CORE) stands ready to commence property management services with unparalleled efficiency and dedication. Our team understands the urgency of meeting the needs of our clients and their communities, and we are fully equipped to start as early as required. Whether it's ensuring seamless transitions for newly acquired properties or swiftly addressing management needs for existing ones, National CORE is committed to providing prompt and comprehensive solutions.

With a well-established infrastructure and a team of seasoned professionals, we have the capacity to mobilize quickly and initiate property management services without delay. Our extensive experience in the affordable housing sector, coupled with our proven track record of excellence, enables us to hit the ground running and deliver results from day one.

Furthermore, our commitment to client satisfaction and proactive communication means that we will work closely with stakeholders to understand their unique needs and priorities, ensuring a smooth and efficient transition to our property management services. Our goal is not just to meet expectations but to exceed them, providing exceptional service and support every step of the way.



Price



Joe Barron
Sr. Contracts and Grants Analyst
City of Palm Desert
73510 Fred Waring Drive, Palm Desert, CA 92260

Dear City of Palm Desert,

Subject: Proposal for Affordable Housing Compliance and Property Management Services

We at National Community Renaissance are delighted to submit this proposal for property management services to the City of Palm Desert.

Our proposal encompasses a comprehensive suite of services aimed at enhancing the quality of life for residents while ensuring the efficient operation and maintenance of your properties. With our proven track record and commitment to excellence, we are confident that our partnership will achieve your objectives and exceed your expectations.

Management Fee:

We propose a management fee of \$70.00 per door (unit) per month, as outlined in the RFP packet. This fee reflects the value we provide through our extensive range of services, including but not limited to:

1. Property Maintenance:

- Routine inspections and maintenance checks to ensure properties are well-maintained and in compliance with all regulations.
- Prompt response to maintenance requests and emergencies to address issues swiftly and efficiently.
- Coordination of repairs and renovations to enhance property value and resident satisfaction.

2. Tenant Relations:

- Proactive communication with tenants to foster positive relationships and address concerns promptly.
- Implementation of community engagement initiatives to promote a sense of belonging and wellbeing among residents.



- Fair and consistent enforcement of lease agreements and community rules to maintain a harmonious living environment.

3. Financial Management:

- Collection of rents and other fees in a timely manner to ensure consistent cash flow.
- Comprehensive financial reporting and budgeting to provide transparency and accountability.
- Strategic financial planning to optimize property performance and maximize returns on investment.

4. Compliance and Legal Support:


- Ensuring properties adhere to all local, state, and federal regulations, including Fair Housing laws and ADA requirements.
- Providing legal support and representation in matters related to evictions, lease agreements, and disputes.

5. Technology Integration:

- Implementation of cutting-edge property management software to streamline operations and enhance efficiency.
- Utilization of digital communication tools to facilitate seamless interaction with residents and stakeholders.

We are committed to tailoring our services to meet the unique needs and goals of the City of Palm Desert, and we welcome the opportunity to discuss any specific requirements or preferences you may have. Thank you for considering National Community Renaissance for your property management needs. We are eager to contribute to the success of your housing initiatives and look forward to the possibility of partnering with you.

Sincerely,



Courtney Richard
Senior Vice President
National Community Renaissance



Affirmative Action

Affirmative Action

National Community Renaissance (National CORE) embraces and upholds the principles of equal opportunity and nondiscriminatory employment practices. As a responsible and ethical organization, we are committed to creating a workplace culture that fosters diversity, equity, and inclusion at every level.

Our commitment to equal opportunity extends to all aspects of employment, including recruitment, hiring, training, promotion, compensation, and termination. We adhere strictly to all government regulations and legal requirements pertaining to nondiscriminatory employment practices, ensuring that every individual has an equal opportunity to thrive and succeed within our organization, regardless of their race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, or any other protected status.

National CORE believes that a diverse and inclusive workforce not only strengthens our organization but also enhances our ability to serve our residents and communities effectively. We actively seek to attract and retain talented individuals from diverse backgrounds, perspectives, and experiences, recognizing that diversity drives innovation, fosters creativity, and enriches our collective understanding.

Our commitment to equal opportunity is reflected in our policies, practices, and procedures, as well as in the training and education provided to our employees. We continuously monitor and evaluate our recruitment and employment practices to identify and address any barriers to equal opportunity and diversity, ensuring that our workplace remains fair, inclusive, and welcoming to all.

National Community Renaissance complies fully with all government regulations regarding nondiscriminatory employment practices and is dedicated to fostering a workplace environment where every individual is respected, valued, and empowered to reach their full potential. We are proud to be an Equal Opportunity Employer and remain steadfast in our commitment to diversity, equity, and inclusion in all aspects of our operations.



Additional Information

Additional Information

MANAGEMENT SPECIALITY

National Community Renaissance (National CORE) has extensive experience working with Low Income Housing Tax Credits (LIHTC), Home programs, Section 8 Housing Choice Vouchers (HCV), and tax-exempt bond financed properties. Here's a breakdown of our experience with each:

1. Low Income Housing Tax Credits (LIHTC)

National CORE has a strong track record of developing and managing affordable housing projects utilizing Low Income Housing Tax Credits. LIHTC is a crucial tool in financing affordable housing developments, and our team has in-depth knowledge and expertise in navigating the complexities of LIHTC projects. We have successfully leveraged LIHTC to create high-quality affordable housing communities that meet the needs of low-income individuals and families.

2. Home Programs

National CORE has participated in Home programs aimed at expanding access to affordable housing for low-income households. These programs provide funding for a variety of affordable housing activities, including the construction, acquisition, and rehabilitation of affordable housing units. Our experience with Home programs includes developing and managing projects that utilize Home funds to provide safe, decent, and affordable housing options for individuals and families in need.

3. Section 8 Housing Choice Vouchers (HCV)

National CORE has significant experience working with Section 8 Housing Choice Vouchers, which provide rental assistance to eligible low-income individuals and families. We understand the regulations and requirements associated with the Section 8 program and have successfully partnered with local housing authorities to administer Section 8 vouchers at our affordable housing properties. Our goal is to ensure that residents have access to quality housing while receiving the support they need to maintain stable and sustainable housing situations.

4. Tax-Exempt Bond Financed Properties

National CORE has developed and managed properties financed through tax-exempt bonds, which are often used to finance affordable housing projects. We have a thorough understanding of the complexities involved in structuring and financing tax-exempt bond transactions and have successfully utilized this financing mechanism to create affordable housing opportunities in communities across the country. Our experience with tax-exempt bond financing allows us to leverage available resources effectively and maximize the impact of our affordable housing developments.

National Community Renaissance's experience with Low Income Housing Tax Credits, Home programs, Section 8 Housing Choice Vouchers, and tax-exempt bond financed properties demonstrates our commitment to creating and preserving affordable housing opportunities for individuals and families in need. We have a proven track record of success in developing and managing affordable housing projects that make a meaningful difference in the lives of residents and communities we serve.

PERSONNEL AND OWNERSHIP

A. National Community Renaissance (National CORE) prioritizes recruiting, hiring, training, developing, and retaining skilled staff as a cornerstone of our organization's success. Our approach encompasses several key principles:

1. Recruiting

- We actively seek out diverse talent pools to ensure that our workforce reflects the communities we serve.
- National CORE employs various recruitment strategies, including job postings, career fairs, networking events, and partnerships with educational institutions and community organizations.
- We focus on attracting individuals who are passionate about our mission of creating and managing affordable housing and who embody our core values of integrity, excellence, and compassion.

2. Hiring

- Our hiring process is thorough and transparent, ensuring that candidates are assessed based on their skills, experience, and alignment with our organizational culture.
- We strive to create an inclusive and welcoming environment for all applicants and prioritize diversity, equity, and inclusion throughout the hiring process.
- National CORE is committed to fair and equitable hiring practices that promote equal opportunity and access to employment for all individuals.

3. Training and Development

- National CORE invests in comprehensive training and development programs to equip employees with the knowledge, skills, and tools they need to excel in their roles.
- We provide both on-the-job training and formal training opportunities tailored to the specific needs and career aspirations of our staff members.
- Our training programs cover a range of topics, including property management, customer service, compliance, leadership development, and technical skills development.
- We encourage continuous learning and professional growth through workshops, seminars, online courses, mentorship programs, and tuition reimbursement initiatives.

4. Retention

- National CORE is committed to creating a supportive and inclusive work environment where employees feel valued, respected, and empowered to contribute to our mission.
- We prioritize employee engagement, recognition, and feedback, fostering a culture of appreciation and collaboration.
- Our organization offers competitive compensation and benefits packages, including health and wellness programs, retirement plans, and opportunities for career advancement.
- We recognize the importance of work-life balance and offer flexible work arrangements and employee assistance programs to support the well-being of our staff members.

5. Performance Management

- National CORE implements performance management systems to set clear expectations, provide regular feedback, and recognize and reward high performance.
- We encourage open communication and dialogue between employees and supervisors to address challenges, identify growth opportunities, and support career development aspirations.
- Our performance management processes are designed to promote accountability, transparency, and continuous improvement across all levels of the organization.

We believe that investing in our workforce is essential to achieving our mission of creating and managing affordable housing that enhances the quality of life for individuals and families in our communities.

B. National Community Renaissance (National CORE) is deeply committed to promoting equal opportunity and fostering diversity, equity, and inclusion in all aspects of our operations, including employment, contracting, purchasing, and beyond. Our policies and procedures reflect this commitment and are designed to ensure fairness, transparency, and non-discrimination in all interactions with employees, contractors, vendors, and partners.

1. Equal Opportunity in Employment

- National CORE strictly prohibits discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or any other characteristic protected by applicable laws and regulations.
- We adhere to all federal, state, and local laws governing equal employment opportunity and affirmative action, including Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).
- Our recruitment, hiring, promotion, compensation, and other employment-related practices are conducted without regard to protected characteristics, and all employment decisions are based solely on merit, qualifications, and job-related criteria.

2. Contracting and Purchasing

- National CORE promotes fair and open competition in contracting and purchasing processes and seeks to provide equal opportunities for businesses of all sizes, including minority-owned, women-owned, veteran-owned, and small businesses.
- We actively seek out diverse suppliers and contractors and encourage their participation in our procurement processes through outreach efforts, supplier diversity programs, and partnerships with diverse business organizations.

- Our procurement procedures prioritize the selection of vendors and contractors based on their qualifications, capabilities, and value proposition, rather than factors unrelated to the quality of goods or services provided.
- National CORE is committed to fostering strong, collaborative relationships with our suppliers and contractors, based on mutual respect, integrity, and accountability.

3. Training and Awareness

- National CORE provides training and education to employees, contractors, and vendors on equal opportunity principles, non-discrimination policies, and best practices for promoting diversity and inclusion in the workplace.
- We encourage open dialogue and communication regarding equal opportunity issues and strive to create a culture of respect, understanding, and acceptance among all members of the National CORE community.
- Our organization regularly reviews and updates our policies and procedures to ensure compliance with applicable laws and regulations and to address emerging issues and best practices related to equal opportunity and diversity.

4. Compliance and Accountability

- National CORE maintains robust systems for monitoring, evaluating, and enforcing compliance with equal opportunity policies and procedures.
- We investigate and address complaints of discrimination, harassment, or other violations of equal opportunity principles promptly and impartially, taking appropriate corrective action as necessary.
- Our commitment to equal opportunity is integral to our organizational values and is reflected in our leadership's unwavering dedication to upholding the highest standards of integrity, fairness, and ethical conduct.

We are committed to creating a culture of inclusivity where all individuals are treated with dignity, respect, and fairness, and where everyone has the opportunity to thrive and succeed.

LEADERSHIP

**MICHAEL M. RUANE**

President

Michael M. Ruane, National CORE's President, leads the development of program and business strategies for the organization and is responsible for overseeing all operating departments. Previously, Mr. Ruane served in a variety of leadership positions in Orange County, including Chief of Strategy and Public Affairs

of CalOptima, Executive Director of the Children and Families Commission, Assistant County Chief Executive Officer and Director of the Environmental Management Agency. Mr. Ruane is a graduate of the University of California, Irvine, and earned a master's degree from the UCLA Graduate School of Architecture and Urban Planning. Mr. Ruane is the Immediate Past Chair of the Orange County/Inland Empire District Council of the Urban Land Institute and is the Jury Chair for the 2016 HUD Innovation in Affordable Housing national design and planning competition.

**ROBERT DIAZ**

Executive Vice President & General Counsel

Robert Diaz is National CORE's Executive Vice President and General Counsel. Robert drives organizational growth and works to develop National CORE's infrastructure to maximize our team's effectiveness and efficiency in pursuit of our mission.

Robert joined National CORE in 2017 as its General Counsel and previously served as Chief Administrative Officer before assuming his current responsibilities. Prior to joining National CORE, Robert served in various capacities as an attorney in the areas of debt finance, corporate governance, banking regulations, mergers and acquisitions and general corporate law. Robert has also focused on the development and implementation of corporate controls and structure and has significant experience in large-scale regulatory remediation efforts in the financial industry.

Robert graduated from the University of Chicago Law School and received his B.S. degree in Business Administration from Chapman University. He was commissioned as an officer in the United States Army Reserve and served as a member of the Army's JAG Corps for 15 years.

EXECUTIVE TEAM

**DORETTA "DORRIE" BRYAN**

Senior Vice President Of Operations

Dorrie Bryan began her career with National CORE in 1995 as the Executive Assistant to our Founder and CEO. After graduating from the University of California Riverside Human Resources Certificate Program in 1999, Dorrie was promoted to Vice President of Human Resources and Operations.

In her current role, she is responsible for planning, developing, implementing, administering, and budgeting for all areas of employment, compensation, benefits, training, employee relations, legal compliance, affirmative action, and health and safety programs, for National CORE's 400+ employees. Other professional affiliations include Professionals in Human Resources Association and the Society of Human Resources Management.

**ALYSSA COTTER**

Vice President, Hope Through Housing Foundation

Alyssa Cotter is a fundraising professional with more than 15 years of experience in nonprofit, higher education and local government settings. As Vice President for the Hope through Housing Foundation, she oversees the day-to-day operations and strategic focus of

the Foundation. In her five years with Hope through Housing, Alyssa has been instrumental in building strategic partnerships and strong financial support from the community through numerous initiatives, including the creation of the Women of Hope affinity group, the launch of the Building Bright Futures Scholarship program for high-school graduates and adult learners as well as successfully raising more than \$5 million to support resident programs in California, Texas and Florida. Previously, she coordinated individual giving, corporate/private foundation relations and large-scale special events. Before joining Hope through Housing, Alyssa served as director of development at the Inland Empire United Way and as director of constituent and scholarship programs for the UCR Alumni Association.

Alyssa earned her bachelor's degree in business management and master's degree in public administration from California State University, San Bernardino. Alyssa serves as incoming chair of the Board of Directors for the Association of Fundraising Professionals, Inland Empire Chapter.

**MICHAEL FINN**

Chief Financial Officer

Michael Finn is National CORE's Chief Financial Officer. As CFO, Michael is responsible for the overall financial strategy and fiscal practices of the organization. He oversees corporate, real estate development, construction, and property management accounting, strategic financial planning and analysis, IT, risk

management and vendor relations. Has the overall responsibility to steward the organizations \$1.2B in real estate assets and works closely with the Board of Directors Audit and Finance committees.

Before joining National CORE, he served as CFO for a major healthcare technology company and brings more than 25 years of management experience in finance and accounting. He has significant experience in the technology, healthcare, real estate, construction, manufacturing, and entertainment fields. He received his bachelor's degree in economics from UCLA.

**CHRIS KILLIAN**

Senior Vice President Of Construction

Chris Killian, Senior Vice President of Construction, began his career at National CORE in 2004 as an onsite Construction Superintendent and has held various positions within the organization, including Construction Manager and Vice President of Estimating. During his tenure with National CORE, he has been

responsible for the construction and renovation of more than 1,240 apartment units, valued at approximately 215 million dollars. Prior to joining National CORE, Chris spent five years with the Fontana Unified School District, where as a Project Manager he was involved in the construction of four new schools with a total value of 103 million dollars. He also was responsible for the coordination of infrastructure and installation of numerous modular facilities during his time with the school district. Chris has a BS from the University of Redlands, and has taken course work in construction and supervision from Riverside Community College. He is a licensed General Contractor(B) in the State of California.

**COURTNEY RICHARD**

Senior Vice President Of Property Management

Courtney Richard, Senior Vice President of Property Management, has been a member of the National CORE team since 2012 and has worked in property management since 2009. In her role, she oversees the operations and management of National CORE's 100+ affordable

housing communities and a team of more than 300. She is responsible for setting strategic goals for National CORE's largest division to meet the growing needs of National CORE's expanding portfolio and new business lines.

In 2012, Courtney was instrumental in bringing relocation services in-house. Under her leadership, the team has launched a lucrative business line for National CORE, offering third-party services. Her unique approach to relocation minimizes resident hardship and provides consistent communication with residents while complying with mandated regulations.

Courtney has been recognized for her accomplishments by the Southern California Association on Nonprofit Housing (SCANPH) and Affordable Housing Finance. She holds multiple certifications, including RAD Project-Based Voucher, Rental Assistance Certification and Tax Credit Specialist. She graduated from Cal State San Bernardino with a Bachelor of Science in Business Administration.

**JILL VAN BALEN**

Senior Vice President Of Marketing
And Communications

Jill Van Balen began her career with National CORE and Hope through Housing in 2001 as the Executive Assistant for the Founder and CEO. Since then, Jill has held several positions within the organization, including Marketing and Fund Development Manager, Manager of

Corporate Affairs and Grant Writer. In her current capacity, she is responsible for all corporate and business group branding, marketing and public relations to promote, enhance and grow the brands of National CORE and Hope through Housing.

Active in her community, Jill is the Past President of the Board of Directors for the Association of Fundraising Professionals Inland Empire Chapter, she also serves on the Board of Directors for the Purple Hearts and on the Board of Directors' Fundraising Committee for OPARC. She received her Bachelor of Arts Degree in Communications/Marketing from Virginia Polytechnic Institute and State University in Blacksburg, Virginia.

**ALEXA WASHBURN**

Chief Development Officer

Alexa Washburn is Chief Development Officer for National CORE. As an affordable housing developer and public agency program manager, Alexa has managed, prepared and implemented a variety of community development projects over her

20 year career. Her projects have been recognized with 12 awards from the American Planning Association and Southern California Association of Governments. She applies her creative land planning, design solutions, and in-depth understanding of progressive policy and implementation strategies to effectively enhance the feasibility, livability, and sustainability of National CORE's communities. Alexa is responsible for acquisitions, forward and advanced planning, environmental, entitlements, and community outreach. She also established National CORE's consulting practice, providing consulting services to public and private sector clients.

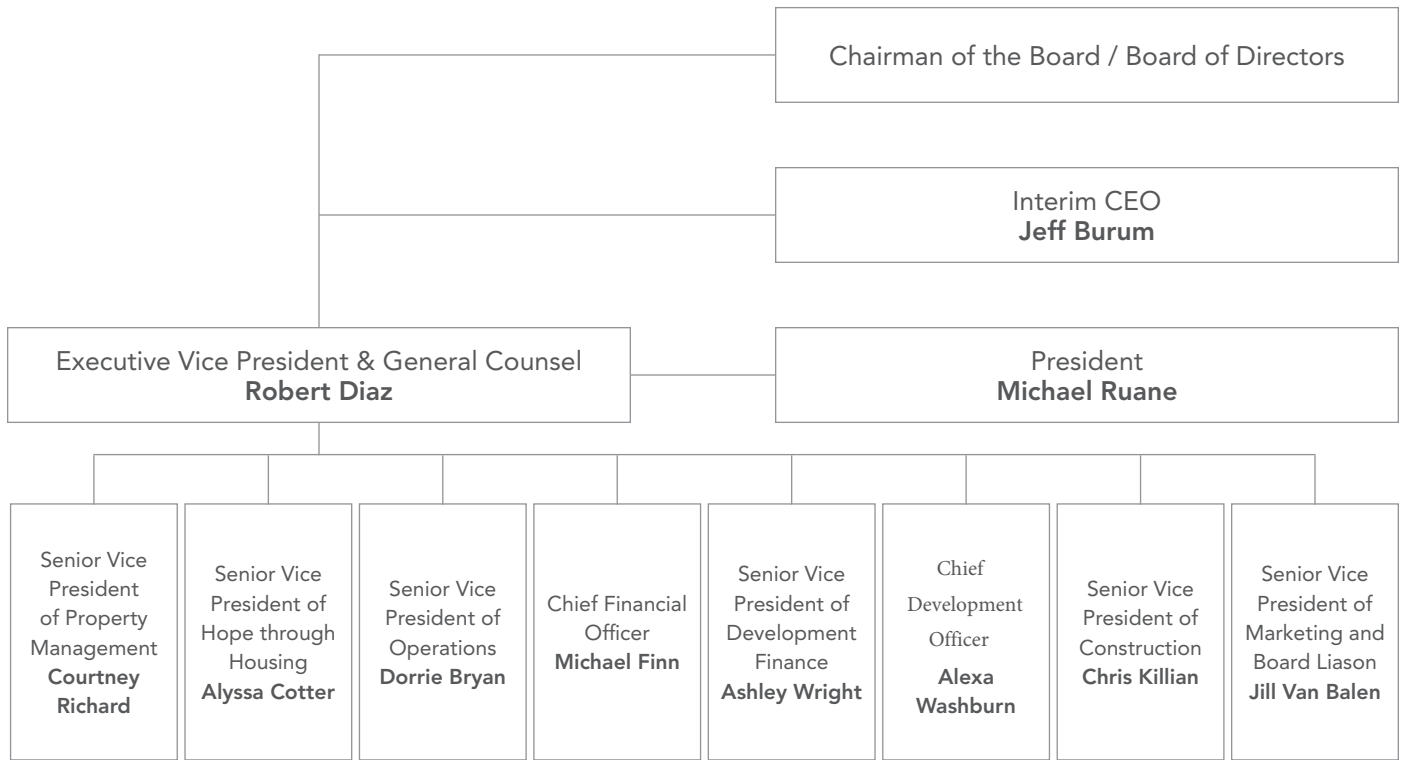
Alexa is an advanced professional in LEED Neighborhood Development (LEED AP ND), and has earned a certificate from UCLA in Affordable Housing Development, bachelor's degrees in urban planning, geography and environmental studies, and a Master's degree in public policy & administration.

ASHLEY WRIGHT

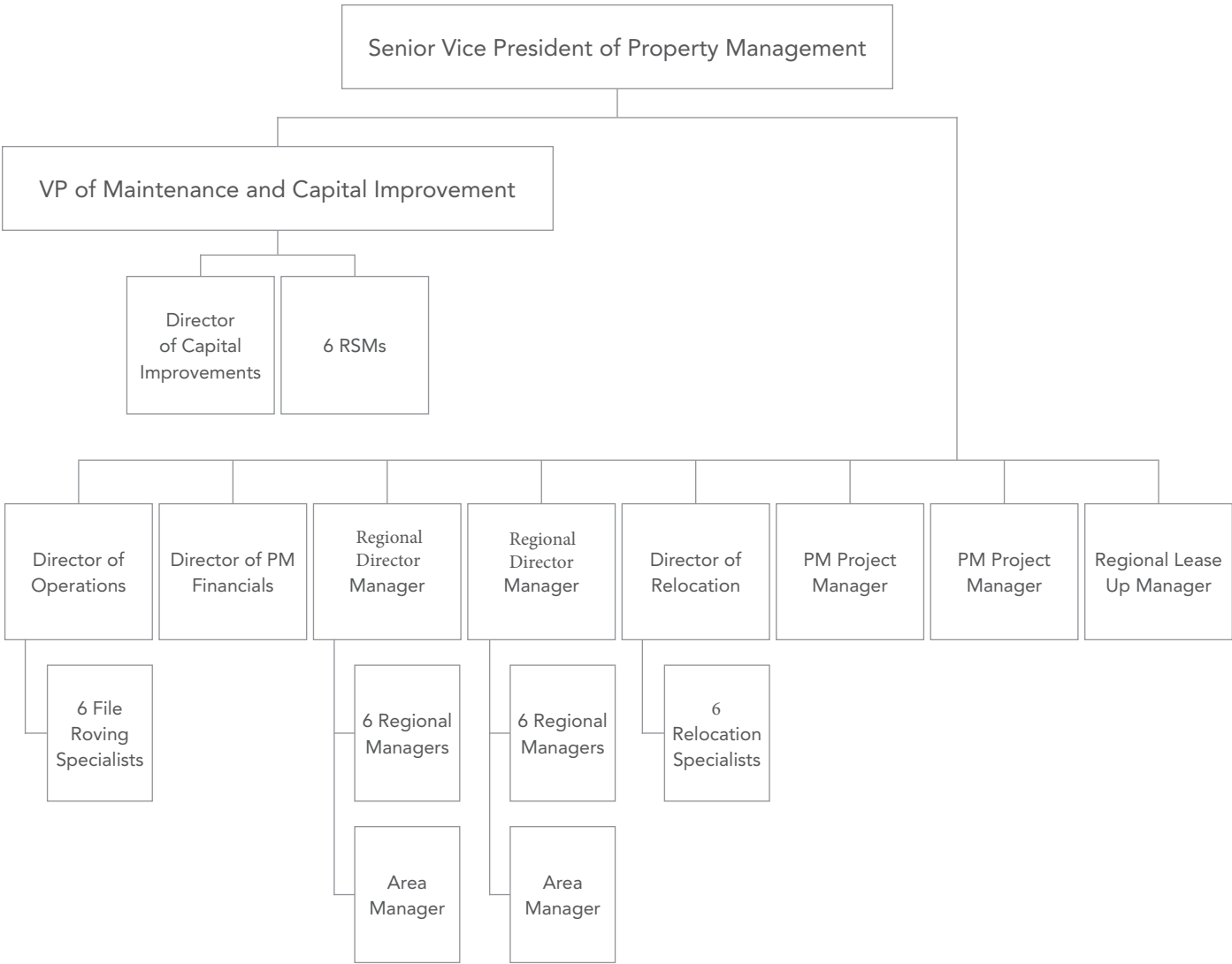
Senior Vice President Of Development

In his role as Senior Vice President, Ashley Wright oversees all development activities for the organization. He has more than 25 years of experience in real estate finance and housing development. His knowledge includes entitlement, project management, development and construction of multifamily rental housing, for sale housing and commercial. He is proficient with numerous market-rate and affordable housing financing sources such as low-income housing tax credits, various state and federal programs, tax-exempt bonds, private equity and conventional financing. Ashley graduated from the California State Polytechnic University, Pomona, with a focus in finance, real estate and law.

ORGANIZATIONAL CHART OF LEADERSHIP



ORGANIZATIONAL CHART OF PROPERTY MANAGEMENT



OPERATION POLICIES

NATIONAL COMMUNITY RENAISSANCE'S APPROACH

1. **Maintenance:** National CORE prioritizes proactive and responsive maintenance to ensure properties are well-maintained and residents' needs are promptly addressed. This includes routine inspections, timely repairs, and a focus on preventive maintenance to minimize future issues.

Example: Implementing a predictive maintenance program using data analytics and technology to anticipate equipment failures and address them before they occur, thereby reducing downtime and maintenance costs.

2. **Resident Services and Relations:** National CORE is dedicated to providing comprehensive resident services to enhance quality of life and foster a sense of community. This may include educational programs, social activities, and access to support services tailored to residents' needs. Additionally, maintaining open communication channels and addressing concerns promptly are vital for positive resident relations.

Example: Establishing partnerships with local organizations to offer job training, financial literacy workshops, and wellness programs tailored to residents' interests and needs.

3. **Marketing:** National CORE employs strategic marketing initiatives to attract and retain residents, emphasizing the unique features and benefits of each property. This may involve targeted advertising campaigns, community outreach efforts, and leveraging digital platforms to reach prospective residents.

Example: Launching a digital marketing campaign highlighting the affordability, amenities, and community atmosphere of properties to attract potential tenants from diverse backgrounds.

4. **Strategic Planning:** National CORE engages in comprehensive strategic planning to set clear goals and objectives for property management, aligning with broader organizational objectives. This involves analyzing market trends, assessing community needs, and identifying opportunities for growth and improvement.

Example: Developing a long-term strategic plan for property portfolio expansion, identifying target markets and acquisition opportunities that align with National CORE's mission and vision.

5. **Management Review:** National CORE conducts regular management reviews to evaluate performance, identify areas for improvement, and ensure alignment with organizational goals. This involves analyzing key performance indicators, soliciting feedback from stakeholders, and implementing strategies to enhance efficiency and effectiveness.

Example: Implementing a quarterly performance review process where property managers and team members discuss accomplishments, challenges, and opportunities for growth, fostering a culture of accountability and continuous improvement.

PROGRAM COMPLIANCE

National CORE prioritizes compliance with all applicable housing programs, including LIHTC (Low-Income Housing Tax Credit), HOME Investment Partnerships Program, Section 8, and tax-exempt bond regulations. This involves thorough understanding of program requirements, meticulous record-keeping, and adherence to reporting deadlines.

ROUTINE AND PREVENTIVE MAINTENANCE

National CORE emphasizes the importance of both routine and preventive maintenance to ensure properties remain in optimal condition. Routine maintenance involves regular inspections and repairs to address day-to-day issues, while preventive maintenance focuses on proactive measures to prevent major breakdowns and extend the lifespan of equipment and facilities.

PUBLIC RELATIONS AND CRISIS MANAGEMENT

National CORE recognizes the significance of public relations and crisis management in maintaining a positive public image and addressing emergencies effectively. This includes proactive communication with stakeholders, media relations strategies, and preparedness planning to mitigate risks and respond swiftly to crises.

ESSENTIAL PROJECT OPERATIONS SUGGESTIONS

- Prioritize resident satisfaction and engagement through comprehensive resident services and proactive communication.
- Invest in ongoing training and professional development for staff to ensure they have the skills and knowledge needed to excel in their roles.
- Foster strong partnerships with local organizations, government agencies, and community stakeholders to leverage resources and support community development initiatives.
- Embrace innovation and technology to streamline operations, enhance efficiency, and improve resident experiences.
- Maintain strict compliance with regulatory requirements and housing program guidelines to safeguard financial stability and uphold ethical standards.

FINANCIAL & ACCOUNTING

ACCRUAL ACCOUNTING

National Community Renaissance (National CORE) has extensive experience with accrual accounting. We generate accrual accounting statements using industry-standard accounting software such as QuickBooks, Yardi, or similar platforms. These software solutions allow for accurate recording of revenue and expenses when they are incurred, regardless of when cash transactions occur. This method provides a more comprehensive and accurate picture of financial performance over time.

CHART OF ACCOUNTS

Our team is proficient in adapting accounting statements to align with specific chart of accounts requirements, including those set forth by the City of Palm Desert. We have the capability to generate accounting statements using the City of Palm Desert's chart of accounts or any other customized chart of accounts as necessary to meet the reporting needs of our clients and regulatory authorities.

ELECTRONIC POSTING

National CORE is equipped to deliver accounting statements and reports electronically. We utilize secure online portals, email communications, and electronic document management systems to efficiently distribute accounting statements and reports to clients, stakeholders, and team members. This ensures timely delivery of financial information while reducing paper waste and administrative burden.

BUDGETING PROCEDURES:

National CORE implements robust budgeting procedures to ensure effective budget control for each site under management. Our approach involves the following steps:

- **Comprehensive Analysis:** We conduct a thorough analysis of historical financial data, market trends, and property-specific factors to establish realistic budget targets.
- **Stakeholder Involvement:** We collaborate with property owners, investors, and other stakeholders to develop budgets that align with their financial goals and objectives.
- **Expense Monitoring:** We closely monitor expenses throughout the budget period, tracking variances and identifying areas where costs can be contained or reduced.
- **Performance Reviews:** Regular performance reviews are conducted to assess budget adherence and identify opportunities for efficiency improvements.
- **Continuous Improvement:** We continuously evaluate and refine budgeting procedures to maximize efficiencies and contain costs, leveraging technology and industry best practices to optimize financial performance.

By implementing these budgeting procedures, National CORE strives to ensure that each site operates within its financial means while delivering high-quality services and maintaining the long-term sustainability of the property.

PORTFOLIO EXPERIENCE

Please see following pages.

FURTHERANCE OF NATIONAL CORE'S MISSION

MANAGEMENT OF A PROPERTY CATERING TO A CHALLENGING RESIDENT POPULATION

National Community Renaissance (National CORE) has successfully managed properties catering to challenging resident populations, including those in need of Permanent Supportive Housing (PSH).

Example: National CORE manages a property that provides PSH to individuals experiencing chronic homelessness, mental health issues, and substance abuse disorders. The challenging population presented complex needs requiring a comprehensive approach to management.

TECHNIQUES USED

1. Collaborative Partnerships: National CORE partnered with local social service agencies, healthcare providers, and community organizations to provide wraparound services such as case management, counseling, and access to healthcare.
2. On-Site Support Services: The property offered on-site supportive services, including counseling sessions, life skills workshops, and substance abuse treatment programs, tailored to the unique needs of residents.
3. Trauma-Informed Care: National CORE implemented trauma-informed care practices to create a safe and supportive environment for residents, recognizing the impact of past trauma on behavior and well-being.
4. Resident Engagement: The property facilitated resident engagement through regular community meetings, resident councils, and social activities, empowering residents to take ownership of their living environment and fostering a sense of belonging.
5. Staff Training: National CORE provided specialized training to property management staff on managing challenging populations, including conflict resolution, de-escalation techniques, and empathy-driven communication.

Through these techniques, National CORE successfully managed the property, improving resident outcomes, enhancing community stability, and promoting self-sufficiency among residents.

TYPES OF POPULATION SERVED AND MANAGEMENT TECHNIQUES

National CORE has served a diverse range of populations, including families, seniors, individuals with disabilities, veterans, and individuals experiencing homelessness. The management techniques employed vary based on the specific needs of each population but may include:

Tailored Support Services: Offering on-site support services tailored to the unique needs of each population, such as childcare, transportation assistance, and health and wellness programs.

Culturally Competent Care: Providing culturally competent care and services that respect the diversity and backgrounds of residents, including language-specific support and culturally sensitive programming.

Accessibility Features: Implementing accessibility features and accommodations to ensure that properties are inclusive and accessible to individuals with disabilities.

Community Building: Facilitating community-building activities and events to foster connections among residents, promote social cohesion, and create a sense of belonging.

Housing First Approach: Embracing a Housing First approach that prioritizes providing stable housing as a first step toward addressing other needs, such as employment, healthcare, and social integration.

By employing these techniques, National CORE effectively manages properties, promotes resident well-being, and contributes to the overall success of communities.

LIST OF REFERENCES

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The Housing Authority of the City of Los Angeles
 Contract Date: January 1, 2025
 800+ Units

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	MIRAFLORES Anaheim, CA Start in 2022 Completion in 2024	86	29 1-bedroom 35 2-bedroom 22 3-bedroom	30%, 50%, 60% AMI	New Construction Family 100% Affordable	8	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Public Flex Space Outdoor Pool and Lounge Area Playground Community Garden	OCHFT 9% Low Income Tax Credits City of Anaheim
	SANTA ANGELINA Placentia, CA Start in 2022 Completion in 2024	65	1 Studio 58 1-bedroom 6 2-bedroom	30%, 50%, 60% AMI	New Construction Senior Special Needs Homeless 100% Affordable	21	Developer General Contractor Property Manager Supportive Services Provider	Senior community center Outdoor courtyards with event space Passive landscaped seating areas	HCD Accelerator Program HCD NPLH Special Needs Housing Program OCHF County of Orange
	LAS DAHLIAS Los Angeles, CA Start in 2021 Completion in 2024	78	20 Studios 49 1-bedroom 8 2-bedroom	30%, 50%, 60% AMI	New Construction Family Special Needs Homeless 100% Affordable	39	Developer General Contractor Property Manager Supportive Services Provider	Community Center Pocket Park Rooftop Terrace Forecourt Plaza	California Affordable Housing Sustainable Communities 4% Tax Exempt Bonds LACDA
	VISTA DE LA SIERRA Riverside, CA Start in 2022 Completion in 2024	80	40 1-bedroom 20 2-bedroom 20 3-bedroom	30%, 50%, 60% AMI	New Construction Family Special Needs	39	Owner Developer General Contractor Property Manager Supportive Services Provider	Multipurpose room Tot Lot Pool BBQ Area Activity Lawn	4% Low Income Tax Credits City of Riverside County of Riverside HCD NPLH AHP
	METRO VIEW Rialto, CA Start in 2022 Completion in 2024	55	23 1-bedroom 14 2-bedroom 17 3-bedroom 1 Manager's Unit	30%, 40%, 50%, and 60% AMI	New Construction Family Special Needs 100% Affordable	0	Co-Developer Supportive Services Provider	Computer Lab Lot/Play Area Pool with Kitchen Swimming Community Room BBQ and Picnic Areas	9% Low Income Tax Credits City of Rialto San Bernardino County
	VALLEY SENIOR Escondido, CA Start in 2021 Completion in 2023	50	49 Studios 1 2-bedroom	30%, 50%, 60% AMI	New Construction Senior Special Needs Homeless 100% Affordable	25	Developer General Contractor Property Manager Supportive Services Provider	Senior Center Outdoor Lounge Area Outdoor Recreation Area	City of Escondido, County of San Diego NPLH & IHITF, AHP, Tax Credit Equity, Convention Construction and Permanent debt
	MOUNTAIN VIEW Lake Forest, CA Start in 2022 Completion in 2023	71	18 1-bedroom 35 2-bedroom 18 3-bedroom	30%, 40%, 50%, 60% AMI	New Construction Family Special Needs Homeless 100% Affordable	8	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Playground Outdoor Lounge Area	9% TCAC, City of Lake Forest, SNHP/IMHSA, County of Orange, OCHFT, CCRC
	456 WEST San Pedro, CA Start in 2021 Completion in 2023	91	5 Studios 27 1-bedrooms 35 2-bedrooms 23 3-bedroom	30%, 40%, 50%, 60%, 80% AMI	New Construction Family 100% Affordable	0	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Room Workforce Housing Bike Parking Ground Floor Commercial	9% TCAC, HCID LA
	LEGACY SQUARE Santa Ana, CA Start in 2021 Completion in 2023	93	30 1-bedroom 39 2-bedroom 24 3-bedroom	25%, 30%, 50%, 60% AMI	New Construction Family Special Needs Homeless 100% Affordable	33	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Mixed Use/Flex Space Office Space Public Art	4% TCAC, CalHFA SNHP, NPLH, AHSC HCD
	CATHEDRAL PALMS Cathedral City, CA Originally Acquired 1997 Refinanced in 2022	224	191 Studios 40 2-Bedroom	40%, 50% AMI	Acq/Rehab Senior 100% Affordable	68	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool and Spa Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	County of Riverside HOME, City of Cathedral RDA, FHLB AHP, Permanent bank loan
	NESTOR SENIOR VILLAGE San Diego, CA Start in 2021 Completion in 2022	74	73 Studios 1 Manager Unit	25%, 30% AMI	New Construction 100% Special Needs Homeless	73	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Outdoor passive recreation areas Lounge Areas Recreational Courtyard	SDHC, County of San Diego NPLH, Tax Credit Equity, Conventional Construction/Perm Debt
	VILLA SERENA PHASE 1 San Marcos, CA Start in 2021 Completion in 2022	85	18 1-bedroom 41 2-bedroom 25 3-bedroom 1 Manager's Unit	30%, 40%, 50%, and 60% AMI	New Construction Family Special Needs 100% Affordable	8	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Playground/Tot Lot Outdoor Lounge Area	9% Low Income Housing Tax Credits City of San Marcos, County of San Diego, Special Needs Housing Program CCRC
	COLLETT CROSSINGS Riverside, CA Start in 2020 Completion in 2022	34	SF Homes 12 - 3-bedrooms 22 - 4-bedrooms	80% AMI	New Construction Single Family Mixed Income Home Ownership	0	Developer General Contractor	Playground Walking Trails with outdoor fitness equipment BBQ Stations	City of Riverside Silent Second Loan
	FAIRVIEW HEIGHTS Inglewood, CA Start in 2020 Completed in 2022	101	51 1-bedroom 25 2-bedroom 25 3-bedroom	30%, 50%, 80% AMI	New Construction Mixed-Income Formerly Homeless	50	Owner Developer General Contractor Property Manager	Community Center Outdoor seating area Outdoor play area Bike parking Ground floor retail	County of Los Angeles LACDA Bank of America 4% TCAC

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	DAY CREEK VILLAS Rancho Cucamonga, CA Start in 2019 Completed in 2021	140	131 1-Bedroom 9 2-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Senior 100% Affordable	10	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Warming Lobby Fitness Room Computer Room Pool Outdoor Fireplaces Bike Storage	City of Rancho Cucamonga 9% Low Income Housing Tax Credit FHLB AHP Loan City Land Loan
	VETERANS PARK Pomona CA Start in 2020 Completed in 2021	61	25 1-bedroom 15 2-bedroom 20 3-bedroom 1 Manager's Unit	30%, 50%, 60% AMI	New Construction Special Needs Veterans	60	Owner Co-Developer Property Manager Supportive Services Provider	Veteran's Center Children's Play Area Community Room Conference Space Counseling Offices Stations Gathering Spaces BBQ Outdoor	LACDA VHPH 9% Low Income Housing Tax Credit
	CRESTVIEW TERRACE San Bernardino CA Start in 2019 Completed in 2021	184	28 1-Bedroom 102 2-Bedroom 46 3-Bedroom 10 4-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family Mixed Income	0	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Center Laundry Facilities Pool Tot Lots Community Garden Private Bike Storage Computer	AHSC HRI Grant AHSC AHD Loan HUD 221(d)(4) City of San Bernardino Loan County of San Bernardino Loan HACSB GP Equity/Def Dev Fee
	VISTA VERDE Ontario, CA Start in 2019 Completed in 2021	101	69 2-Bedroom 32 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Center Laundry Facilities Pool Community Garden Private Bike Storage Computer	Affordable Housing and Sustainable Communities Loan City of Ontario Land Loan City of Ontario Loan 4% Low Income Housing Tax Credit Permanent Loan
	VISTA GRANDE COURT 1116 Sonora Avenue Glendale, CA Start in 2018 Completed in 2020	66	60 1-Bedroom 6 2-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Senior 100% Affordable	7	Owner Developer General Contractor Property Manager Supportive Services Provider	Large Resident Community Center Community Garden Outdoor Fireplace BBQ Area Computer Room Elevator Laundry Facilities	City of Glendale Capital One, NA Century Housing CA Tax Credit Allocation Committee Raymond James Tax Credit Funds FHLB of San Francisco AHP Funds (City National Bank)
	SAN YSIDRO VILLAGE 517 W. San Ysidro Blvd. San Diego, CA Completed in 2020	51	50 studio units 1 2-bedroom manager's unit	30%, 45%, 50% AMI	New Construction Senior 100% Affordable Special Needs - Homeless	12	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Room Bicycle Storage Area Community Garden Gathering Spaces Outdoor	City of San Diego Funds SDHC Funds Pacific Western Bank Construction and Permanent Loans HOUSING FIRST – SAN DIEGO Rental Housing Vouchers Federal Home Loan Bank – San Francisco AHP Funds 9% LIHTC (Wells Fargo Investor)
	ENCANTO VILLAGE 6315 Imperial Ave San Diego, CA Start in 2018 Completed in 2020	66	30 1-Bedroom 18 2-Bedroom 18 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Mixed-Use Transit-Oriented Family Seniors Homeless Veterans 100% Affordable	6	Owner Developer General Contractor Property Manager Supportive Services Provider	Across the Street from Trolley Station/Bus Stop Bicycle Storage Areas Community Center Community Gardens EV Charging Stations Onsite Laundry Facilities Outdoor Play Area	U.S. Department of Housing and Urban Development San Diego Housing Commission Civic San Diego Bank of America CATax Credit Allocation Committee
	VISTA DEL PUENTE 1436 South 40th St San Diego, CA Start in 2017 Completed in 2019	52	6 1-Bedroom 30 2-Bedroom 16 3-Bedroom	30%, 40%, 50%, 60% AMI	New Construction Family Special Needs Veterans Formerly Homeless 100% Affordable	38	Owner Developer General Contractor Property Manager	Community Center BBQ Area Laundry Facility Onsite Social Services Outdoor Play Area	CSH Acquisition Loan CA HCD Predevelopment Loan CA HCD VHPH Loan San Diego Housing Commission Loan and Project Based Vouchers City of San Diego BBVA Compass Construction Loan CCRC Permanent Loan Hudson 9% LIHTC Equity Federal Home Loan Bank of SF AHP Home Depot Foundation Grant Funders Together End Homelessness
	OAKCREST HEIGHTS 22744 Eastpark Dr. Yorba Linda, CA Completed in 2017	54	9 1-Bedroom 27 2-Bedroom 18 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable	14	Owner Developer General Contractor Property Manager Supportive Services Provider	Onsite Preschool Community Center Onsite Laundry Facilities Private Patios/Balconies Outdoor Gathering Spaces	Citibank Permanent Loan Raymond James LIHTC Equity – 9% City of Yorba Linda FHLB AHP CHFA - MHSA Orange County Housing Authority County of Orange
	MISSION COVE II 3239 Conch Way Oceanside, CA Completed in 2017	60	32 2-Bedroom 28 3-Bedroom		New Construction Mixed - Use Special Needs 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Preschool Computer Lab In-unit Washers & Dryers Residential Private Outdoor Patio/Balcony Fitness Center Office/Retail Space	City of Oceanside Bank of America Permanent Loan Hudson Housing Capital LIHTC Equity FHLB AHP
	THREE OAKS Santa Clarita, CA Start in March 2016 Completed in 2017	30	21 2-Bedroom 9 3-Bedroom	30%, 40%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Supportive Services Provider	Community Center/Office Area Computer Lab./After-School Program Children's Play Area	LIHTC - 9% RDA/Bond & CDBG Funds Wells Fargo Const & Perm Loan

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	OLIVE MEADOW San Bernardino, CA Start in March 2016 Completed in 2017	62	12 1-Bedroom 30 2-Bedroom 20 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Computer Lab/After-School Program In-unit Washers & Dryers Children's Play Area Fitness Center Elevators in 3-story Building	LIHTC - 9% HUD Rental Assistance Demonstration City HOME Funds Housing Authority of County of San Bernardino, PBVs & Loan Ground Lease FHLB AHP Wells Fargo HUD/FHA 221(d)(4) Loan
	OAKCREST TERRACE Yorba Linda, CA Start in June 2016 Completed in 2017	69	15 1-Bedroom 33 2-Bedroom 21 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/After-School Program Facilities Centralized Laundry Facilities Tot-Lot Computer Lab Elevators in 3-story Building	LIHTC - 9% FHLB AHP City of Yorba Linda RDA Loan Citibank Const & Perm Loans Subordinate Loan Citibank
	MISSION COVE I Oceanside, CA Start in 2016 Completed in 2017	90	26 1-Bedroom 32 2-Bedroom 32 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Mixed - Use Special Needs 100% Affordable	19	Owner Co-Developer General Contractor Property Manager Supportive Services Provider	Community Center/Preschool Computer Lab In-unit Washers & Dryers Residential Private Outdoor Patio/Balcony Fitness Center Office/Retail Space	LIHTC - 9% (Wells Fargo as Investor) FHLB AHP City HOME Funds & Ground Lease UrbanLIFT Grant Citibank Const & Perm Loans Subordinate Loan FHLB AHP Veterans VHHP Citibank MHSA
	VALENCIA VISTA San Bernardino, CA Start in 2015 Completed in 2016	76	10 1-Bedroom 40 2-Bedroom 22 3-Bedroom 4 4-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Computer Lab In-unit Washers & Dryers Property Management & Maintenance Swimming Pool Fitness Center Elevators in 3-story Building	LIHTC - 9% (Wells Fargo as Investor) HUD Rental Assistance Demonstration City HOME Funds Housing Authority of County of San Bernardino, PBVs & Loan PNC HUD/FHA 221(d)(4) Loan
	MARV'S PLACE Pasadena, CA Start in 2015 Completed in 2016	20	10 1-Bedroom 10 2-Bedroom	30% AMI	New Construction Special Needs Homeless 100% Affordable	5	Owner Developer General Contractor Property Manager	Community Center/Office Area Computer Lab Central Laundry Facilities Property Management & Maintenance	LIHTC - 9% City of Pasadena Housing Funds & PBVs County of Los Angeles Industry & First 5 Funds
	LAS PALMAS VILLAGE 107-115 Ave. Serra San Clemente, CA 92673 Start in 2013 Completed in 2015	19	19 1-Bedroom	30%, 50%, 60% AMI	New Construction Family/Workforce 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Computer Lab Central Laundry Facilities Property Management & Maintenance	LIHTC - 4% City of San Clemente Inclusionary Funds HCD IIG Tax-exempt Bonds (Citibank) Subordinate Loan Citibank
	THE VIEW 8314 2nd Street Downey, CA 90241 Start in 2013 Completed in 2014	50	35 2-Bedroom 15 3-Bedroom	30%, 45%, 50% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Tot-Lot Computer Lab Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Downey HOME/Set-Asides Los Angeles County Industry Funds Permanent Bank Loan with JP Morgan Chase
	SAN EMI 4115 Kingsley St. Montclair, CA 91763 Start in 2013 Completed in May 2014	18	18 1-Bedroom	30%, 45%, 50% AMI	New Construction Special Needs 100% Affordable		Owner Developer Property Manager	Office Area Outdoor Community Areas Share Community Facilities with Adjacent National CORE Projects Property Management & Maintenance	LIHTC - 9% HUD 811 City of Montclair AHP
	DUMOSA SENIOR VILLAGE 57110 Twentynine Palms Hwy Yucca Valley, CA 92884 Completed in 2014	75	74 1-Bedroom 1 2-Bedroom	30%, 40%, 50%, 55% AMI	New Construction Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Computer Lab Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% Town of Yucca Valley Funds County of San Bernardino HOME USDA Section 538 Permanent Loan AHP
	WESTLAKE VILLAGE II 405 & 419 Autumn Drive San Marcos, CA 92069 Completed in February 2014	57	21 1-Bedroom 18 2-Bedroom 18 3-Bedroom	30%, 45%, 50%, 55% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Centralized Laundry Facilities Tot-Lot Outdoor Community Areas Share Community Center with Westlake Village I Property Management & Maintenance	LIHTC - 9% City of San Marcos RDA Loan Permanent Loan
	WESTLAKE VILLAGE I 405 Autumn Drive San Marcos, CA 92069 Completed in November 2013	49	15 1-Bedroom 18 2-Bedroom 16 3-Bedroom	35%, 45%, 50%, 60% AMI	New Construction Family Mixed-Use 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center Centralized Laundry Facilities Learning Center Swimming Pool and Spa Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of San Marcos RDA Loan FHLB AHP Permanent Loan
	DESERT MEADOWS 44071 Clinton St. Indio, CA 92201 Completed in January 2013	80		25%, 35%, 40% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Tot-Lot Computer Lab Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 4% County of Riverside RDA Funds FHLB AHP State of CA HCD MHP Funds

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	ALTA VISTA 5051 E. 3rd St. Los Angeles, CA 90022 Completed in 2012	60	41 2-Bedroom 19 3-Bedroom	30%, 45%, 50% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Tot-Lot Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Los Angeles County Industry Funds Los Angeles County CDC HOME Los Angeles County 1st District Funds State of CA HCD IIG State of CA HCD TOD LIHTC - 9% Permanent Bank Loan
	ENCANTO COURT 1345 W. 105th St. Los Angeles, CA 90044 Completed in 2012	62	56 1-Bedroom 6 2-Bedroom	25%, 45%, 50% AMI	New Construction Senior Infill 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Security Gates and Fencing Property Management & Maintenance	LIHTC - 9% CDC HOME/DDA Loan CDC CCP Homeless Loan Infill Infrastructure Grant HACOLA Industry Loan FHLB AHP Permanent Loan Developer Equity
	SIGNATURE AT FAIRFIELD 1189 Tabor Ave. Fairfield, CA 94533 Completed in 2012	93		30%, 40%, 50%, 60% AMI	Acq/Rehab Family 100% Affordable	10	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facility Outdoor Community Areas Tot-Lot Swimming Pool Learning Center Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% CalHFA MHSA State of CA HOME Funds City of Fairfield RDA Funds Permanent Loan Developer Equity
	JUNIPER SENIOR VILLAGE 215 E. Washington Avenue Escondido, CA 92025 Completed in 2011	61		35%, 45%, 50, 60% AMI	New Construction Senior 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Swimming Pool and Spa Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Escondido RDA/HOME Loan HCD Infill Infrastructure Grant Permanent Loan Developer Equity
	VISTA DEL CIELO 10319 Mills Avenue Montclair, CA 91763 Completed in 2011	50	1 1-Bedroom 34 2-Bedroom 15 3-Bedroom	30%, 45%, 50, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% County of San Bernardino HOME Loan City of Montclair RDA Loan Permanent Bank Loan Developer Equity
	RIVER CANYON 34300 Corregidor Drive Cathedral City, CA 92234 Completed in April 2010	60	41 2-Bedroom 19 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Cathedral City RDA Loan Infill Grant Permanent Loan Developer Equity Riverside Home Funds
	MISSION VILLAGE SENIOR 8989 Mission Blvd. Riverside, CA 92509 Completed 2010	110	99 1-Bedroom 11 2-Bedroom	50% AMI	New Construction Senior 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Swimming Pool and Spa Outdoor Community Areas Property Management & Maintenance	Tax Exempt Bonds LIHTC - 4% City of Riverside RDA Loan FHLB AHP Permanent Loan Developer Equity
	SAN MARINO 10355 Mills Avenue Montclair, CA 91763 Completed 2010	85	84 1-Bedroom 1 2-Bedroom	50%, 60% AMI	New Construction Senior 3 Phase Project 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Outdoor Community Areas Centralized Laundry Facilities Security Gates and Fencing Property Management & Maintenance	LIHTC - 9% HUD 202 HUD Predevelopment Loan City of Montclair RDA Loan FHLB AHP Permanent Loan Developer Equity
	TRES LOMAS 4343 Toland Way Los Angeles, CA 90041 Completed 2010	46	45 1-Bedroom 1 2-Bedroom	30%, 40%, 50%, 60% AMI	Acq/Rehab Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Outdoor Community Areas Centralized Laundry Facilities Security Gates and Fencing Property Management & Maintenance	LIHTC - 4% HCD MHP Loan LAHD Permanent Loan Developers Equity
	VISTA CASCADE 1432 N. Willow Avenue Rialto, CA Completed in 2010	42	29 2-Bedroom 13 3-Bedroom	50% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Computer Lab Fitness Center Outdoor Community Area Property Management & Maintenance	LIHTC - 4% HCD MHP Loan AHP Permanent Loan Developers Equity
	RANCHO VERDE EAST EXPANSION 8837 Grove Avenue Rancho Cucamonga, CA Completed in 2009	40	40 3-Bedroom	35%, 45%, 60% AMI	New Construction Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center with Service Kitchen Centralized Laundry Facilities Security Gates and Fencing Tot Lot Outdoor Community Areas Property Management and Maintenance	Tax Exempt Bonds LIHTC - 4% County of San Bernardino HOME Loan City of Rancho Cucamonga RDA Loan Permanent Loan Developer Equity
	SUMMER TERRACE 38500 Tierra Subida Avenue Palmdale, CA Completed in 2009	80		30%, 45%, 50%, 60% AMI	New Construction Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Outdoor Community Areas Computer Lab Centralized Laundry Facilities Security Gates and Fencing Property Management & Maintenance	LIHTC - 9% City of Palmdale RDA Loan City of Palmdale HOME Loan City of Palmdale Fee Waivers FHLB AHP Permanent Loan Developer Equity

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	VILLAGGIO ON ROUTE 66 10220 Foothill Blvd. Rancho Cucamonga, CA Completed in 2009	166	104 2-Bedroom 62 2-Bedroom	35%, 45%, 60% AMI	New Construction Family Mixed Market Rate & Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Tot Lot Learning Center Outdoor Community Areas Property Management & Maintenance	Tax Exempt Bonds LIHTC - 4% HCD MHP City of Rancho Cucamonga RDA Loan Permanent Loan Developer Equity
	VILLA PLUMOSA 4672 Plumosa Drive Yorba Linda, CA 92886 Completed in 2009	76	52 2-Bedroom 24 3-Bedroom	30%, 45%, 50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Yorba Linda RDA Loan Permanent Loan Developer Equity
	CAPE COD VILLAS 1710 Maxson Street Oceanside, CA 92054 Completed in 2008	36	36 1-Bedroom	30%, 50%, 60% AMI	Acq/Rehab Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% City of Oceanside RDA Loan
	CITRUS GROVE AT RIALTO 1432 Willow Avenue Rialto, CA 92376 Completed in 2008	152	100 2-Bedroom 52 3-Bedroom	30%, 40%, 50%, 60% AMI	Acq/Rehab Family 2 Phase Project 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Computer Lab Fitness Center Outdoor Community Area Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP/MHP-NSSS CalHFA HELP Loan San Bernardino County HOME Loan City of Rialto RDA Loan FHLB AHP Permanent Bank Loan Developer Equity
	LA MISION VILLAGE 3220 Mision Avenue Oceanside, CA 92054 Completed in 2008	80	3 1-Bedroom 46 2-Bedroom 31 3-Bedroom	40%, 60% AMI	New Construction Family 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Day Care Center with a Service Kitchen Commercial Lease Area Tot-Lot Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP Loan City of Oceanside RDA Loan Permanent Loan
	VISTA DUNES 44-950 Vista Dunes Lane La Quinta, CA 92201 Completed in 2008	80	14 1-Bedroom 38 2-Bedroom 28 3-Bedroom	30%, 45%, 50% AMI	New Construction Family Certified LEED Platinum 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Sports Court Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of La Quinta RDA Loan Permanent Loan
	WHISPERING PALMS 38250 Ninth Street Palmdale, CA 93550 Completed in 2008	75		50% AMI	New Construction Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Security Gates and Fencing Outdoor Community Areas Property Management & Maintenance	Tax Exempt Bonds LIHTC - 4% HCD State HOME Loan City of Palmdale RDA Loan FHLB AHP Permanent Bank Loan Developer Equity
	NORTHGATE VILLAGE 17251 Dante Street Victorville, CA 92392 Completed in 2007	140	42 1-Bedroom 73 2-Bedroom 25 3-Bedroom	50%, 80% AMI	Acq/Rehab Family 100% Affordable	12	Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Tot Lot Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP City of Victorville RDA Loan Permanent Loan Developer Equity
	PARK VIEW TERRACE 6728 Clara Street Bell Gardens, CA 90201 Completed in 2007	72	65 1-Bedroom 7 2-Bedroom	50% AMI	New Construction Senior Infill 100% Affordable		Owner Developer Property Manager	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Fitness Center Reflection Pond Outdoor Patio/Picnic Area Central Courtyard Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HACOLA HOME Loan LACDC Loan City of Industry Loan City of Bell Gardens CDC Loan FHLB AHP Developer Equity
	SAN ANTONIO VISTA 10410 Pradera Avenue Montclair, CA 91763 Completed in 2007	75	50 2-Bedroom 25 3-Bedroom	30%, 45%, 50%, 60% AMI	New Construction Family 3 Phase Project 100% Affordable		Owner Developer General Contractor Property Manager Co-Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Outdoor Community Areas Tot-Lot Swimming Pool Property Management & Maintenance	LIHTC - 9% County of San Bernardino HOME Loan City of Montclair RDA Loan Permanent Bank Loan Developer Equity
	SUNSET HEIGHTS 6230 Haven Avenue Alta Loma, CA 91737 Completed in 2007	117	80 2-Bedroom 37 3-Bedroom	35%, 45%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Learning Center Computer Lab Outdoor Patio/Picnic Area Tot-Lot Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% CalHFA Perm - A Bonds CalHFA Perm - B Bonds City of Rancho Cucamonga RDA Loan

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	INDIAN WELLS VILLAS 74-800 Valley Center Drive Indian Wells, CA 92210 Completed in 2006	90		50%, 80%, 120% AMI	Acq/Rehab Senior 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Clubhouse Fitness Center Swimming Pool & Spa Outdoor Community Area Property Management & Maintenance	City of Indian Wells RDA Loan
	MELROSE VILLAS 1820 Melrose Drive San Marcos, CA 92069 Completed in 2006	114	12 1-Bedroom 63 2-Bedroom 39 3-Bedroom	35%, 60% AMI	New Construction Family Inclusionary 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Learning Center Computer Lab Outdoor Patio/Picnic Area Tot-Lot Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP Loan Developer Equity
	TALMADGE SENIOR VILLAGE 5252 El Cajon Boulevard San Diego, CA 92115 Completed in 2006	91	88 1-Bedroom 3 2-Bedroom	30%, 45%, 50% AMI	New Construction Senior Infill 100% Affordable		Owner Developer Property Manager Co-Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Underground Parking Computer Lab Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of San Diego RDA NOFA Loan Permanent Bank Loan Developer Equity
	VISTA TERRAZA 7735 Via Solare San Diego, CA 92129 Completed in 2006	123	12 1-Bedroom 71 2-Bedroom 40 3-Bedroom	35%, 60% AMI	New Construction Family Inclusionary 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Learning Center Swimming Pool and Spa Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP Loan Developer Equity
	FOUNTAINS AT SIERRA 16946 Ceres Avenue Fontana, CA 92335 Completed in 2005	93	75 1-Bedroom 18 2-Bedroom	30%, 45%, 50% AMI	New Construction Senior 3 Phase Project 100% Affordable		Co-Owner Co-Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Fitness Room Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Fontana RDA Loan FHLB AHP CCRC Permanent Loan
	GARDENS AT SIERRA 16838 Ceres Avenue Fontana, CA 92335 Completed in 2005	93	75 1-Bedroom 18 2-Bedroom	50% AMI	New Construction Senior 3 Phase Project 100% Affordable		Co-Owner Co-Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Fitness Room Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% City of Fontana RDA Loan FHLB AHP CCRC Permanent Loan
	HAWTHORNE TERRACE 13006 Kornblum Avenue Hawthorne, CA 90250 Completed in 2005	100	40 1-Bedroom 36 2-Bedroom 24 3-Bedroom	35%, 50%, 60%, 80% AMI	Acq/Rehab Family Inclusionary 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Tot Lot Learning Center Outdoor Community Areas Property Management & Maintenance	CCRC Permanent Loan Developer Equity
	MISSION POINTE 2750 Topaz Drive Riverside, CA 92507 Completed in 2005	64	44 2-Bedroom 20 3-Bedroom	40%, 55% AMI	Acq/Rehab Family Neighborhood Revitalization 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Learning Center Computer Lab Outdoor Community Area Swimming Pool Tot-Lot Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP Permanent Loan Developer Equity
	CLARK MANOR 13032 Clark Avenue Downey, CA 90242 Completed in 2004	41	13 1-Bedroom 20 2-Bedroom 8 3-Bedroom	35%, 50%, 60%, 80% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Laundry Facility Property Management & Maintenance	City of Downey HOME Loan Washington Mutual
	MOUNTAIN VIEW VILLAS 78-000 Betty Barker Way Indian Wells, CA 92210 Completed in 2004	128		50%, 80%, 120% AMI	New Construction Senior 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Fitness Center Computer Lab Outdoor Community Areas Property Management & Maintenance	City of Indian Wells RDA Loan
	MULBERRY VILLAS 14950 Mulberry Drive Whittier, CA 90604 Completed in 2004	51	31 1-Bedroom 20 2-Bedroom	35%, 50%, 60%, 80% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Washington Mutual Permanent Loan

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	LITTLE LAKE VILLAGE 10902 Fulton Wells Avenue Santa Fe Springs, CA 90670 Completed in 2003	144	120 1-Bedroom 24 2-Bedroom	50%, 60% AMI	New Construction Senior 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Computer Lab Outdoor Community Area Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% LACDC HOME Loan City of Industry Loan City of Santa Fe Springs CDC Loan Permanent Loan
	OAKS ON FLORENCE 4224 Florence Avenue Bell, CA 90201 Completed in 2003	63	55 1-Bedroom 8 2-Bedroom	50% AMI	New Construction Senior Infill 100% Affordable		Owner Developer Property Manager Co-Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Computer Lab Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% City of Industry Loan Bell Land Loan LACDC HOME Loan FHLLB AHP Developer Equity
	SHADOW HILL 11085 Woodside Avenue Santee, CA 92071 Completed in 2003	82	44 2-Bedroom 38 3 Bedroom	20%, 30%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Outdoor Community Areas Tot-Lot Swimming Pool Learning Center Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP CalHFA HELP County of San Diego HOME/HOPWA City of Santee CDC Loan Permanent Loan Developer Equity
	SPRING VALLEY 8885 Orville Street Spring Valley, CA 91977 Completed in 2003	60	16 Efficiency 27 1-Bedroom 16 2-Bedroom	50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facility Outdoor Community Areas Tot-Lot Swimming Pool Learning Center Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% County of San Diego HOME/HOPWA Loan Permanent Loan Developer Equity
	VILLAGE AT SIERRA 8684 Sierra Avenue Fontana, CA 92335 Completed in 2003	108	107 1-Bedroom 1 2-Bedroom	45%, 50%, 60% AMI	New Construction Senior 3 Phase Project 100% Affordable		Co-Owner Co-Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Fitness Room Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Fontana RDA Loan FHLLB AHP CCRC Permanent Loan
	HERITAGE POINTE 8590 Malven Avenue Rancho Cucamonga, CA 91730 Completed in 2003	49	49 1-Bedroom	35%, 45%, 60% AMI	New Construction Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Computer Lab Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% County of San Bernardino HOME Loan MHRB/Rancho Cucamonga RDA Loan Permanent Loan (WAMU)
	IMPRESSIONS AT VALLEY CENTER 15500 Midtown Drive Victorville, CA 92392 Completed in 2003	100	68 2-Bedroom 32 3-Bedroom	45%, 50% AMI	New Construction Family 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Computer Lab Learning Center Tot-Lot Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% San Bernardino County HOME Loan City of Victorville RDA Loan Permanent Loan Developer Equity
	COBBLESTONE VILLAGE 360 E. Washington Avenue Escondido, CA 92025 Completed in 2002	44	44 3-Bedroom	20%, 30%, 60% AMI 100% Affordable	Acq/Rehab Family All-3 Bedrooms		Owner Developer General Contractor Property Manager Supportive Services Provider	Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% HCD MHP City of Escondido RDA Loan FHLLB AHP CCRC Permanent Loan Developer Equity
	PARKSIDE 4035 Park Haven Court, #D San Diego, CA 92113 Completed in 2002	40	5 1-Bedroom 30 2-Bedroom 5 3-Bedroom	50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Learning Center Tot Lot Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% San Diego Housing Commission Funds Permanent Loan Developer Equity
	PASEO DEL ORO 432 West Mission Road, Suite 106 San Marcos, CA 92069 Completed in 2002	120	24 1-Bedroom 59 2-Bedroom 37 3-Bedroom	30%, 45%, 50% AMI	New Construction Family Mixed-Use Smarth Growth Mixed Market-Rate & Affordable		Co-Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Learning Center Swimming Pool Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% County of San Diego HOME/HOPWA Loan City of San Marcos RDA Loan FHLLB AHP Permanent Loan
	SUMMERIDGE 818 E. Alvarado Street Fallbrook, CA 92028 Completed in 2002	96	32 Efficiency 48 1-Bedroom 16 2-Bedroom	50%, 60%, 80% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facility Outdoor Community Areas Tot-Lot Swimming Pool and Spa Learning Center Property Management & Maintenance	CalHFA HELP County of San Diego HOME Funds Permanent Loan
	CORONA DE ORO 680 West Second Street Corona, CA 92882 Completed in 2001	72	50 2-Bedroom 22 3-Bedroom	45%, 50% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Tot-Lot Learning Center Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% City of Corona HOME Loan City of Corona RDA Loan FHLLB AHP Permanent Bank Loan

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	SIERRA VISTA 422 Los Vallecitos Boulevard San Marcos, CA 92069 Completed in 2001	192	96 2-Bedroom 96 3-Bedroom	50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Outdoor Community Areas Tot-Lot Swimming Pool and Spa Learning Center Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% County of San Diego HOME/HOPWA Loan City of San Marcos RDA Loan Permanent Loan
	CROSSINGS 177 W. South Street Rialto, CA 92376 Completed in 2000	100	48 2-Bedroom 52 3-Bedroom	30%, 45%, 50% AMI	New Construction Family 100% Affordable		Owner Developer Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Tot-Lot Computer Lab Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	LIHTC - 9% County of San Bernardino HOME Funds FHLLB AHP Permanent Bank Loan
	VISTA DEL SOL 1545 Q Avenue National City, CA 91950 Completed in 2000	132	76 1-Bedroom 48 2-Bedroom 8 3-Bedroom	50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Tot Lot Learning Center Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% City of National City CDC Loan Permanent Bank Loan
	ARBOR VILLAS 4661 Plumosa Drive Yorba Linda, CA 92886 Completed in 1999	67	7 40% AMI 26 50% AMI 34 60% AMI	40%, 50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Tot-Lot Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	City of Yorba Linda RDA Loan FHLLB AHP Permanent Bank Loan
	CORONA DEL REY 1148 D Street Corona, CA 92882 Completed in 1999	160	160 2-Bedroom	50%, 60%, 80% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Tot-Lot Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	County of Riverside HOME Loan City of Corona HOME Loan City of Corona RDA Loan FHLLB AHP Permanent Bank Loan
	PROMENADE 1333 W. Garvey Avenue North West Covina, CA 91790 Completed in 1999	124	28 Studio 96 1-Bedroom	40%, 50%, 60% AMI	Acq/Rehab Family Hotel Conversion 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Tot Lot Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% City of West Covina RDA Loan FHLLB AHP Permanent Loan
	SUMMERWOOD 38272 11th Street East Palmdale, CA 93550 Completed in 1999	54	16 1-Bedroom 37 2-Bedroom 1 3-Bedroom	40%, 50% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facility Outdoor Community Areas Tot-Lot Property Management & Maintenance	City of Palmdale RDA Loan FHLLB AHP Washington Mutual Permanent Loan
	VILLA SERENA 339-340 Marcos Street San Marcos, CA 92069 Completed in 1999	136	36 1-Bedroom 98 2-Bedroom 2 3-Bedroom	35%, 45%, 50%, 60% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Swimming Pool Tot Lot Outdoor Community Areas Property Management & Maintenance	Tax-Exempt Bonds LIHTC - 4% County of San Diego HOME Loan City of San Marcos RDA Loan FHLLB AHP Permanent Loan
	BRAVO MOBILE HOME PARK 4041 Pedley Road Riverside, CA 92509 Completed in 1999	156		50%, 80%, 120% AMI	Acq/Rehab Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Tot-Lot Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	Mobile Home Park Revenue Bonds County of Riverside EDA Loan
	LA QUINTA 38301 11th Street East Palmdale, CA 93550 Completed in 1997	100	16 1-Bedroom 84 2-Bedroom	40%, 50% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Tot Lot Learning Center Outdoor Community Area Property Management & Maintenance	City of Palmdale RDA Loan FHLLB AHP Washington Mutual Permanent Loan
	PARK VISTA 38204 11th Street East Palmdale, CA 93550 Completed in 1997	28	51 1-Bedroom 23 2-Bedroom	40%, 50% AMI	Acq/Rehab Family 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Centralized Laundry Facilities Tot Lot Outdoor Community Areas Property Management & Maintenance	City of Palmdale RDA Loan FHLLB AHP Washington Mutual Permanent Loan

	PROPERTY NAME & LOCATION	TOTAL UNITS	UNIT MIX	AMI	PROJECT TYPE	SPECIAL NEEDS UNITS	ROLE	ONSITE AMENITIES	FINANCING SOURCES
	COLONY 221 New York Street Redlands, CA 92373 Completed in 1996	88	20 1-Bedroom 68 2-Bedroom	40%, 50% AMI	Acq/Rehab Family Mixed Market-Rate & Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Swimming Pool Computer Lab Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	City of San Bernardino HOME Loan Permanent Loan
	IMPRESSIONS 38055 10th Street East Palmdale, CA 93550 Completed in 1996	109	24 Studio 56 1-Bedroom 29 2-Bedroom	40%, 50% AMI	Acq/Rehab Senior 100% Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Outdoor Community Areas Property Management & Maintenance	City of Palmdale RDA Loan FHLB AHP Washington Mutual Permanent Loan
	MONTEREY VILLAGE 10244 Arrow Route Rancho Cucamonga, CA 91730 Completed in 1996	224	96 1-Bedroom 128 2-Bedroom	35%, 45%, 60%, 80% AMI	Acq/Rehab Family Mixed Market-Rate & Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Swimming Pool (2) and Spa Tot-Lot (2) Sports Courts Tennis Court Fitness Center Central Laundry Facilities Outdoor Community Areas Property Management & Maintenance	CalHFA City of Rancho Cucamonga RDA Loan Permanent Bank Loan
	MOUNTAINSIDE 9181 Foothill Boulevard Rancho Cucamonga, CA 91730 Completed in 1996	384	160 1-Bedroom 224 2-Bedroom	35%, 45%, 60%, 80% AMI	Acq/Rehab Family Mixed Market-Rate & Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Computer Lab Learning Center Sports Courts Outdoor Community Areas Property Management & Maintenance	CalHFA City of Rancho Cucamonga RDA Loan Permanent Bank Loan
	RENAISSANCE VILLAGE 220 N. Glenwood Avenue Rialto, CA 92376 Completed in 1996	144	18 1-Bedroom 35 2-Bedroom 90 3-Bedroom 1 4-Bedroom	50%, 60% AMI	Acq/Rehab Family Neighborhood Revitalization 100% Affordable		Owner Developer General Contractor Property Manager Co-Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool Tot Lot Learning Center Outdoor Community Areas Property Management & Maintenance	City of Rialto RDA Loan FHLB AHP Permanent Loan
	SYCAMORE SPRINGS 7127 Archibald Avenue Alta Loma, CA 91701 Completed in 1995	240	96 1-Bedroom 144 2-Bedroom	35%, 45%, 60%, 80% AMI	Acq/Rehab Family Mixed Market-Rate & Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area with a Service Kitchen Centralized Laundry Facilities Learning Center Outdoor Patio/Picnic Area Tot-Lot Property Management & Maintenance	CalHFA City of Rancho Cucamonga RDA Loan Permanent Bank Loan
	RANCHO VERDE VILLAGE 8837 Grove Avenue Rancho Cucamonga, CA 91730 Completed in 1993	248	120 1-Bedroom 128 2-Bedroom	35%, 45%, 60%, 80% AMI	Acq/Rehab Family Mixed Market-Rate & Affordable		Owner Developer General Contractor Property Manager Supportive Services Provider	Community Center/Office Area Centralized Laundry Facilities Swimming Pool and Spa Tot Lot Learning Center Outdoor Community Areas Property Management & Maintenance	City of Rancho Cucamonga RDA Loan Essex Corporation Permanent Bank Loan



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado Division		NAMED INSURED National Community Renaissance of California 9692 Haven Avenue, Suite 100 Rancho Cucamonga CA 91730	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

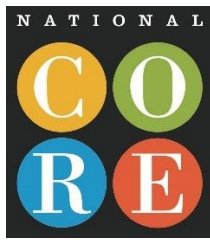
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder(s) is included as Additional Insured(s) on the General, Automobile, Excess and Terrorism Liability policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insured(s) on the General, Automobile, Excess and Terrorism Liability policies if required by written contract or agreement subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General, Automobile, Excess and Terrorism Liability policies if required by written contract or agreement and subject to the policy terms and conditions.

As applicable to General Liability & Excess Liability, subject to the policy terms and conditions, there is no exclusion for Abuse & Molestation or Assault and Battery.

Excess Liability provides Terrorism coverage for Certified Terrorism events as declared by the Secretary of the Treasury, the Secretary of State, and the Attorney General of the United States.



**Supplemental Questions for the City of Palm Desert RFP 2024-RFP-142
Affordable Housing Compliance and Property Management Services**

Provided by National Community Renaissance: National CORE

- 1. Describe specific experiences where the Firm worked directly with tenants to collect income and other necessary information in order to certify tenants for affordable housing programs. Include experience conforming to LIHTC, HOME, or other compliance procedures.**

Answer: National CORE does not currently have rental units in the City of Palm Desert. However, we do have properties in the surrounding areas, including Cathedral City, Yucca Valley, Indio, La Quinta, and Indian Wells. All tenant certifications are conducted by our on-site management teams, which include the manager and supporting staff. While eviction is sometimes necessary, we strive to avoid this outcome whenever possible by exploring alternative solutions. These efforts ensure we can maintain occupancy while adhering to compliance requirements and obtaining the unit efficiently when needed. Typically, evictions are related to lease violations rather than non-payment of rent. Regarding legal matters, National CORE contracts with KTS for eviction-related services. Additionally, we have an in-house General Counsel dedicated to property management matters, ensuring our operations are handled with the highest level of expertise and care.

- 2. Describe the Firm's experience managing properties which house special need and/or elderly tenants.**

Answer: National CORE has extensive experience managing properties that cater to special needs and elderly tenants, reflecting our commitment to providing high-quality, supportive housing for diverse populations.

Specialized Property Management Expertise

National CORE manages numerous properties designed to accommodate the unique requirements of special needs and elderly residents. These include communities with accessible units, age-friendly amenities, and on-site services tailored to enhance the quality of life for these populations.

Supportive Services Integration

Our approach emphasizes the integration of robust supportive services, which we deliver through partnerships with local service providers. For special needs tenants, we coordinate access to case management, mental health services, vocational training, and other resources to support independent living. For elderly residents, services may include wellness programs, transportation assistance, and community-building activities to combat isolation and promote engagement.

Permanent Supportive Housing (PSH)

Through our Permanent Supportive Housing (PSH) programs, National CORE provides stable housing for individuals facing significant challenges, including those with disabilities or experiencing homelessness. We ensure tenants receive personalized support to maintain housing stability while fostering their overall well-being.

Compliance and Accessibility

We prioritize compliance with all relevant federal, state, and local regulations, including those under the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA). Our staff undergoes regular training to ensure properties remain accessible, safe, and welcoming to all residents.

Dedicated Management Team

Our in-house property management team has specialized training in serving the needs of elderly and special needs populations. This includes expertise in navigating the complexities of funding sources such as Low-Income Housing Tax Credits (LIHTC) and HUD subsidies, ensuring both compliance and financial sustainability.

Through compassionate management and a comprehensive range of services, National CORE fosters an environment where special needs and elderly residents can thrive.

3. Describe the Firm's experience with managing projects requiring relocation.

Answer: National CORE has substantial experience managing projects that involve tenant relocation, demonstrating our commitment to ensuring smooth transitions while maintaining compliance with local, state, and federal regulations.

Expertise in Relocation Management

National CORE has successfully managed numerous projects requiring temporary and permanent relocation, including large-scale renovations, redevelopment, and

property upgrades. We adhere to stringent guidelines under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and applicable state and local relocation laws to ensure fair treatment and minimal disruption to tenants.

Dedicated Relocation Team

We have an experienced in-house relocation team trained to manage every aspect of the process, from planning and communication to execution and follow-up. The team works closely with property managers, residents, and contractors to coordinate timelines and logistics, ensuring compliance and tenant satisfaction.

Resident-Centered Approach

National CORE places tenants at the center of the relocation process, providing personalized assistance and resources to meet their needs. This includes:

- Clear and timely communication about relocation plans, rights, and timelines.
- Assistance in securing temporary housing that meets accessibility and family requirements.
- Support with packing, transportation, and moving logistics.
- Financial assistance as mandated by relocation guidelines.

Effective Coordination

Our team collaborates with contractors and service providers to align relocation schedules with construction timelines, minimizing inconvenience to tenants. Additionally, we maintain open lines of communication with local housing authorities and funding agencies to ensure smooth project execution.

Successful Track Record

National CORE has managed relocation for projects of varying scales, including those involving vulnerable populations such as seniors, families, and individuals with special needs. These efforts have helped preserve housing stability and foster trust within the communities we serve.

Through careful planning, comprehensive support, and a commitment to resident well-being, National CORE has established itself as a trusted partner in managing relocation projects effectively and compassionately.

4. Describe how your entity ensures feedback from tenants on performance of the overall entity's management of the property.

National CORE prioritizes tenant feedback to continuously improve the management of its properties and foster strong, trust-based relationships with residents. Feedback mechanisms are integrated into our operations to ensure tenants' voices are heard and their concerns addressed effectively.

Regular Tenant Surveys

National CORE conducts periodic tenant satisfaction surveys to gauge residents' experiences with property management, maintenance services, community amenities, and overall living conditions. These surveys are analyzed to identify trends, address common concerns, and implement improvements.

Resident Advisory Boards

We encourage tenant participation through the establishment of Resident Advisory Boards or committees. These boards provide a structured platform for residents to share their feedback, propose suggestions, and collaborate with property management to enhance the community's quality of life.

Open Communication Channels

Tenants can provide feedback through multiple channels, including:

- On-site property management offices.
- Dedicated email addresses or phone lines for resident concerns.
- Online portals for submitting maintenance requests or general feedback.

These channels ensure accessibility and convenience for residents to share their input at any time.

Community Meetings

National CORE organizes regular community meetings to discuss property management updates, address resident concerns, and gather direct feedback. These meetings create a collaborative environment and allow for real-time dialogue between tenants and management teams.

Resident Engagement Programs

We foster ongoing communication through resident engagement programs, which include events, workshops, and informal gatherings. These initiatives encourage open dialogue, build community trust, and provide opportunities to receive candid feedback from tenants.

Proactive Issue Resolution

Feedback received is addressed promptly by management teams. National CORE's focus on proactive resolution ensures tenants feel valued and that their concerns are taken seriously.

Continuous Improvement

Feedback is used to inform policy changes, refine operational procedures, and prioritize investments in property improvements. Regular assessments ensure that tenant satisfaction remains central to our management practices.

By fostering open communication and responding effectively to resident input, National CORE ensures its property management strategies align with the needs and expectations of the communities it serves.

5. Describe what systems the Firm has in place that allows the Firm to provide Services efficiently.

National CORE utilizes a range of systems and processes to ensure efficient service delivery across its portfolio of properties. These systems are designed to streamline operations, enhance communication, maintain compliance, and prioritize tenant satisfaction.

Integrated Property Management Software

National CORE employs robust property management software to centralize operations. These platforms allow for:

- Tenant management: Streamlined tracking of lease agreements, certifications, and renewals.
- Maintenance requests: Efficient logging, tracking, and resolution of repair and upkeep needs.
- Rent collection: Simplified and secure payment processing, including online portals for residents.
- Compliance monitoring: Ensures adherence to regulatory requirements, including affordable housing guidelines.

Dedicated Support Teams

Specialized teams within National CORE, such as property management, relocation, and compliance, work collaboratively to address various aspects of service delivery. This organizational structure ensures focus and expertise in critical operational areas.

Resident Communication Systems

To maintain clear and open communication with tenants, National CORE uses:

- Resident portals for submitting requests, paying rent, and accessing community updates.
- Automated notification systems for important reminders such as rent due dates, maintenance schedules, and community events.
- Feedback collection tools to continually assess and improve services.

Preventive Maintenance Programs

National CORE has systems in place to schedule and track routine maintenance and inspections, reducing the likelihood of costly repairs and ensuring properties remain safe and well-maintained.

Standard Operating Procedures (SOPs)

Comprehensive SOPs guide property managers and staff in handling common scenarios efficiently and consistently, from tenant interactions to emergency response protocols.

Staff Training and Development

National CORE invests in ongoing training for its staff, ensuring team members are well-versed in the latest industry best practices, regulatory requirements, and customer service techniques.

Partnerships and Vendor Relationships

National CORE maintains strong relationships with trusted vendors and service providers. These partnerships enable quick access to specialized services, such as pest control, legal support, and construction, ensuring efficient resolution of issues.

Performance Metrics and Reporting

Regular performance monitoring through key performance indicators (KPIs) ensures that property management teams meet efficiency and service quality goals. Reports generated from management systems provide insights to drive data-informed decisions.

Compliance Management Systems

National CORE's compliance tracking systems ensure all properties adhere to funding, legal, and regulatory obligations, particularly for affordable housing and tax credit properties.

Office Hours and Availability

Our on-site staff operates from 8:00 am to 5:00 pm. However, National CORE ensures that our teams are available after hours and on weekends to handle emergencies, including staff, regional managers, maintenance supervisors, or any other personnel who may be needed. Our response time is immediate, as any delays can lead to additional costs. Work orders are typically completed the same day as long as emails and return calls are responded to promptly.

Communication with Housing Authorities

Communication between National CORE and the Housing Authority is done on a weekly or bi-weekly basis, depending on what the Housing Authority prefers. We remain flexible and ensure we are available as needed for ongoing coordination.

Scalable Technology Infrastructure

A scalable technology framework allows National CORE to adapt quickly to portfolio growth, ensuring consistent service quality even as new properties are added.

By leveraging advanced systems, well-defined processes, and skilled teams, National CORE delivers efficient, high-quality service to its residents while maintaining operational excellence.

6. Describe the Firm's experience managing properties which present security conditions requiring interaction with law enforcement agencies.

National CORE has significant experience managing properties that require heightened security measures and collaboration with law enforcement agencies to maintain the safety and well-being of residents. We understand the importance of fostering a secure living environment and have developed comprehensive protocols to address security concerns, prevent crime, and handle situations that may require law enforcement intervention.

Proactive Security Measures

National CORE employs a variety of proactive security strategies designed to prevent incidents before they occur. These measures include:

- 24/7 on-site security personnel where applicable, or partnerships with security companies to monitor properties and respond quickly to any incidents.

- Surveillance systems (CCTV) to monitor common areas and entry points, helping deter criminal activity and providing documentation in the event of an incident.
- Well-lit common areas and building exteriors, which contribute to increased safety and visibility for residents and staff.
- Access control systems such as key fobs, gates, or entry codes to limit unauthorized access to buildings and property.

Collaboration with Law Enforcement

When security concerns arise that require law enforcement intervention, National CORE has established strong relationships with local law enforcement agencies. This allows for swift and coordinated responses to incidents, ensuring that both tenant safety and property security are addressed. Our approach includes:

- Regular communication with local police departments and sheriff's offices to stay informed about any potential security threats in the area and to share relevant information related to property concerns.
- Coordinating with law enforcement in case of emergencies, such as criminal activity, domestic disturbances, or tenant safety issues. In situations where legal or criminal matters are involved, we ensure that appropriate law enforcement personnel are notified and involved in addressing the situation.
- Crime prevention programs and community policing initiatives where local law enforcement may participate in property management meetings, conduct neighborhood watch programs, or offer crime prevention workshops for residents.

Tenant Education and Support

National CORE emphasizes tenant education as part of our commitment to security. We regularly communicate with residents about safety measures, crime prevention tips, and how to report suspicious activity. This encourages residents to be active participants in maintaining a secure environment. Additionally, we provide:

- Tenant safety workshops focused on awareness and prevention strategies.
- Clear reporting systems for tenants to contact property management or law enforcement if they observe concerning behavior or feel unsafe.

Incident Response Protocols

National CORE has well-defined protocols for responding to security incidents, ensuring quick and effective action. These protocols include:

- Immediate response to emergencies, with on-site staff or security dispatched as needed.
- Eviction processes that may be initiated in cases where tenants violate lease terms related to safety or illegal activities.
- Collaboration with legal and law enforcement teams to address issues like drug-related activity, violence, or criminal behavior within the community.

Ongoing Security Assessment

National CORE continuously assesses the security needs of its properties, particularly those in higher-risk areas. Regular security audits are conducted to identify vulnerabilities, and improvements are made based on these assessments. This ongoing evaluation helps us stay ahead of potential risks and ensures that properties remain safe for all residents.

Through these comprehensive strategies and collaborative efforts with law enforcement, National CORE effectively manages properties with complex security challenges, ensuring a safe and secure living environment for all residents.

7. Describe the Firm's rent collection procedure including how the Firm handles late rent payments.

National CORE has a well-defined rent collection procedure designed to ensure timely payments while maintaining flexibility and understanding for residents facing financial challenges. Our goal is to provide a streamlined and consistent process for rent collection, with clear communication to tenants about their responsibilities and the consequences of late payments.

Rent Collection Procedure

1. Payment Methods

National CORE offers multiple convenient payment methods to residents to make rent payments easy and accessible:

- **Online Payment Portal:** Tenants can pay rent securely via a dedicated online portal, which allows for one-time payments or automatic recurring payments.
- **Mail:** Rent payments can be mailed to a designated address.
- **In-Person:** Residents can pay rent at the property office during regular business hours or through an on-site payment system.

- **Third-Party Payment Services:** In some cases, National CORE may partner with third-party payment services to provide additional options for tenants who may prefer alternative payment methods.

2. Payment Due Date

Rent is typically due on the 1st day of each month, with a grace period offered, typically until the 5th day of the month. This allows residents a brief extension in case of delays, while still maintaining a predictable schedule for property management.

3. Late Rent Procedure

If rent is not received by the specified grace period (usually the 5th of the month), National CORE follows a structured late rent procedure:

- **Late Fee Application:** A late fee is automatically applied to accounts that have not been paid by the due date. The late fee amount is clearly outlined in the lease agreement and is designed to encourage timely payments.
- **Reminder Notices:** Tenants who have not paid by the due date are sent a formal reminder notice, typically within a few days after the grace period ends. This notice serves as a gentle reminder to tenants to make their payment or contact the office regarding any issues.
- **Second Notice and Payment Plan Option:** If payment is not received within a set period (e.g., 10-15 days after the due date), National CORE sends a second notice, which may include options for establishing a payment plan for tenants facing temporary financial hardship.

4. Eviction Process (if necessary)

If the rent remains unpaid and there is no response from the tenant after multiple notices, National CORE may initiate the eviction process. This is done in accordance with state and local laws, and typically after 30 days of non-payment or continued late payments. Our approach is to avoid eviction whenever possible and offer tenants alternatives, such as:

- **Payment Plans:** If a tenant is unable to pay the full amount, National CORE works with them to create a payment plan that allows them to pay off their balance over time.
- **Referral to Assistance Programs:** National CORE connects tenants with financial assistance programs, such as government subsidies or local nonprofit organizations, that may help cover rent or offer other financial relief.

5. Consistent Communication and Support

National CORE strives to maintain open lines of communication with tenants regarding rent payments. Our property management teams are available to discuss late payments, potential financial hardship, and other solutions to avoid eviction. We encourage tenants to reach out if they are facing difficulties, as early communication allows us to offer support and alternatives.

6. Regular Reporting and Tracking

The rent collection process is tracked through our property management software, which generates detailed reports for management and accounting teams. This ensures that rent payment status, late fees, and payment arrangements are documented and tracked efficiently.

Handling Late Rent Payments with Sensitivity

While National CORE enforces timely payment of rent, we understand that financial challenges can arise, especially for low-income or vulnerable residents. We aim to be flexible, offering payment plans or alternative options, and working with tenants to resolve issues before resorting to formal eviction. The goal is to maintain a compassionate approach while ensuring the financial health of the property and the long-term stability of our tenants.

In sum, National CORE's rent collection process is built on clear policies, effective communication, and a commitment to working with tenants to address late payments in a fair and supportive manner.

8. Describe the Firm's estimated time to submit standard leasing reports and complete month end financial reports to the Housing Authority (i.e., financial reports will be provided by the ____ day of the month following the month they are for.)

National CORE is committed to providing timely and accurate leasing and financial reports to the Housing Authority to ensure transparency and compliance. Below is the estimated timeline for submitting standard leasing reports and completing month-end financial reports:

Leasing Reports

National CORE aims to submit standard leasing reports to the Housing Authority within 5 business days following the end of the month. These reports typically include details about new leases, move-ins, move-outs, lease renewals, and

occupancy rates. The goal is to ensure that the Housing Authority has up-to-date information on leasing activity as soon as possible.

Month-End Financial Reports

National CORE provides month-end financial reports to the Housing Authority by the 10th business day of the month following the month the reports are for. These reports include detailed financial statements, such as:

- Profit and Loss (P&L) statements
- Balance sheets
- Income and expense reports
- Rent rolls

This timeline allows for the necessary reconciliation of accounts and ensures the financial data provided is accurate and complete. National CORE's accounting team works diligently to meet this deadline, ensuring that all reports are comprehensive and submitted on time for review by the Housing Authority.

By adhering to these timelines, National CORE ensures that the Housing Authority receives the required information promptly, facilitating smooth ongoing operations and compliance with contractual obligations.

9. Do you use property management software for record-keeping purposes? What types of records do you keep and what is your record retention policy?

Yes, National CORE uses Yardi as its primary property management software for record-keeping purposes. Yardi is an integrated platform that helps manage and store all relevant property-related information efficiently. It provides secure, organized access to critical records, ensuring accurate data management, compliance, and operational transparency.

Types of Records Kept in Yardi:

1. Leasing Records:

- Lease Agreements: Original lease documents, amendments, and addendums.
- Tenant Applications: Documentation of applications, background checks, and tenant approvals.
- Move-In/Move-Out Details: Records related to tenant move-ins, move-outs, and inspections.
- Lease Renewals: Renewal agreements and related correspondence.

2. Financial Records:

- Rent Payments: Rent payment history, receipts, and late payment tracking.
- Vendor Invoices: Payment histories for vendors, contractors, and service providers.
- Financial Statements: Monthly and annual financial reports, including Profit & Loss (P&L), balance sheets, and budget tracking.
- Billing and Charges: Utility charges, late fees, and other tenant-related charges.

3. Maintenance Records:

- Work Orders: Documentation of tenant maintenance requests, work order details, completion status, and vendor details.
- Repair and Maintenance History: Records of repairs and improvements made to properties, including recurring issues or major upgrades.
- Service Contracts: Documentation related to ongoing service agreements with vendors and contractors.

4. Compliance and Legal Records:

- Tenant Certifications: Eligibility and income verification records, particularly for subsidized or low-income housing.
- Eviction and Legal Proceedings: Documentation of any tenant eviction processes, disputes, or legal actions.
- Inspections: Inspection reports, results, and any follow-up actions for routine or compliance inspections.
- Fair Housing and Regulatory Compliance: Records of compliance with local, state, and federal housing regulations (e.g., HUD).

5. Communication and Correspondence:

- Tenant Communications: Email and mail correspondence regarding rent reminders, notices, complaints, and resolutions.
- Meeting Notes: Documentation of any discussions or decisions made during tenant meetings or with external stakeholders like Housing Authorities.

Record Retention Policy:

National CORE maintains a detailed and compliant record retention policy to ensure that records are kept for the required duration while adhering to regulatory and operational standards. By utilizing Yardi for efficient record-keeping and adhering to a structured record retention policy, National CORE ensures that all records are properly managed, securely stored, and disposed of according to regulatory standards. This system allows for the smooth operation of property management and ensures full compliance with legal and regulatory requirements.

10. Provide a description of the Firm's system for supervising ongoing maintenance, responding to tenant complaints, tracking and completing repairs, and whether repairs are conducted by Firm Staff or contracted out.

National CORE employs a comprehensive system for supervising ongoing maintenance, responding to tenant complaints, and tracking and completing repairs. This system is designed to ensure that maintenance tasks are addressed in a timely manner, tenant concerns are heard and resolved efficiently, and repairs are conducted with a high standard of quality.

Supervising Ongoing Maintenance:

National CORE's maintenance management system is integrated through Yardi property management software, which allows the firm to track and manage all maintenance requests, work orders, and service statuses. Maintenance tasks are typically initiated through tenant complaints or regular inspections conducted by on-site management. These requests are entered into the system, assigned to maintenance staff or contractors, and monitored through completion.

Responding to Tenant Complaints:

When a tenant submits a complaint or maintenance request, it is logged into the system immediately. The request is prioritized based on urgency, such as health and safety concerns or repair needs that could cause further damage if left unaddressed. Tenant complaints are typically addressed directly by on-site staff, and follow-up is done to ensure satisfaction once the issue is resolved.

Tracking and Completing Repairs:

All repairs are tracked from submission to completion through the Yardi system. This ensures that no request goes unanswered and that work orders are completed on time. Staff or contractors are assigned based on the type and scope of the repair

needed. Maintenance teams and property management staff are responsible for ensuring repairs meet quality standards and are completed promptly.

Repairs: Staff vs. Contracted Out:

Staff Repairs: For routine repairs and maintenance, National CORE utilizes in-house maintenance staff, including maintenance supervisors and technicians who are trained to handle a wide variety of repair and maintenance tasks. This allows for quicker response times and consistency in work quality.

Contracted Repairs: For specialized or larger-scale repairs, such as HVAC, plumbing, or electrical work, National CORE contracts with trusted, pre-approved service providers. These contractors are selected based on their experience, reputation, and ability to meet National CORE's standards for quality and responsiveness.

Response Time for Maintenance Requests: National CORE prioritizes quick response times to ensure tenant satisfaction and maintain the condition of properties. The typical response times are as follows:

1. Routine Maintenance Requests:

- Response Time: Within 24 hours of receiving the request.
- For non-emergency issues, routine maintenance tasks, such as minor repairs, appliance servicing, or cosmetic repairs, are acknowledged and addressed within one business day. More complex or time-consuming requests are scheduled based on availability.

2. Emergency Maintenance Requests:

- Response Time: Immediate or within 30 minutes for emergency issues such as plumbing leaks, electrical problems, or safety hazards.

3. Estimated Time to Turn a Rental Unit: (Normal Wear and Tear of Previous Tenant):

- Time to Complete: 3 to 5 Business Days
- When a rental unit becomes vacant, and the previous tenant's wear and tear is the primary concern, National CORE aims to complete the "turn" of the unit within 5 to 7 days. This includes cleaning, minor repairs, touch-ups, and ensuring the unit is ready for the next tenant. If more extensive repairs or upgrades are required, the timeline may be adjusted accordingly.

11. Describe the Firm's procedure to respond to 24-hour emergency calls and the amount of time it takes to respond to the call.

National CORE has a well-defined procedure for responding to 24-hour emergency calls to ensure that critical issues are addressed immediately and that tenant safety and property integrity are prioritized.

Procedure for Responding to 24-Hour Emergency Calls:

1. Call Reception:

Emergency calls are received by the on-site property management team or an after-hours emergency hotline that is monitored 24/7. Tenants are provided with clear instructions on how to reach the emergency response line at any time of day or night.

2. Call Assessment:

Upon receiving an emergency call, the on-site staff or designated emergency response personnel assess the situation based on the severity of the issue. Common emergency situations include:

- Water leaks or flooding.
- Fire, smoke, or gas odors.
- Electrical issues that pose a safety risk.
- Broken locks or security concerns.
- Major appliance malfunctions affecting tenant safety or health.

3. Dispatching Maintenance Staff or Contractors:

If the emergency requires immediate attention, the property management team dispatches on-site maintenance staff if available, or contacts an emergency maintenance contractor (e.g., plumber, electrician, HVAC technician). If the issue requires a more specialized skill set, trusted contractors are contacted directly.

4. Communication with the Tenant:

The tenant is informed of the expected response time and the actions being taken. Clear communication is maintained to provide updates, especially in situations where repairs may take longer than initially anticipated.

5. Follow-Up and Resolution:

Once the emergency situation is resolved, a follow-up is conducted to ensure that the issue was fully addressed and that no further complications remain. If necessary, additional repairs or preventive measures are scheduled to ensure the issue does not recur.

By having a streamlined process and ensuring quick action, National CORE prioritizes tenant safety and ensures that emergencies are handled promptly and efficiently. The team is available at all hours, and all emergency calls are responded to with the urgency they require to prevent further damage or risks to the property and tenants.

12. Describe how often property walks are conducted by the onsite manager. What are the Firm's procedures to maintaining records? Does the frequency of the property walks change depending on property size?

At National CORE, property walks are an integral part of the ongoing maintenance and management process. They help ensure that properties are maintained in optimal condition and that any issues or concerns are identified early. The frequency of these walks may vary depending on the specific needs of the property, but they are a standard practice for all managed properties.

Frequency of Property Walks:

1. On-Site Manager Property Walks:

- **Routine Walks:** On-site managers conduct property walks at least once per week to assess the overall condition of the property, including common areas, landscaping, exterior, and individual units as needed. These walks help identify potential maintenance issues, safety concerns, or compliance-related matters.
- **High-Traffic or Larger Properties:** For larger properties or those with higher tenant turnover, such as multi-building complexes, property walks may be conducted multiple times per week. This ensures that issues are caught early, and the property is being maintained at a high standard.
- **Smaller or Lower-Traffic Properties:** For smaller properties or those with fewer tenants, the on-site manager may conduct property walks on a bi-weekly or monthly basis, though this can vary depending on the specific property needs or resident concerns.

2. Special or Seasonal Walks:

- In addition to routine property walks, seasonal or specialized walks are conducted as needed, such as after storms to inspect for damage, or following tenant complaints about specific areas of concern.

Procedures for Maintaining Records:

1. Documenting Property Walks:

- **Yardi Property Management System:** All property walk findings, observations, and any subsequent actions are recorded in the Yardi property management software. This includes notes about the condition of common areas, specific units, and any maintenance requests generated during the walk.
- **Inspection Reports:** For each property walk, the on-site manager fills out a detailed inspection form that is stored in the system. These reports include notes on any issues found, along with photographs (if necessary) to document the condition of the property.
- **Work Orders:** If the walk uncovers any maintenance issues, a work order is created directly in Yardi. This allows the maintenance team to track repairs and ensure they are completed promptly.

2. Tracking Follow-Up Actions:

- **Follow-up Reporting:** If a maintenance issue or tenant concern arises during a property walk, follow-up actions are tracked and documented in the system. This includes assigning work orders to maintenance staff or contractors and ensuring that issues are resolved in a timely manner.
- **Ongoing Communication:** On-site managers communicate with regional managers and maintenance supervisors to discuss any recurring issues that need additional attention. This ensures that both minor and major concerns are addressed promptly.

Impact of Property Size on Walk Frequency:

- **Larger Properties:** Larger properties with multiple buildings or units generally require more frequent and thorough property walks. These properties may require more staff involvement for both routine and special walks to ensure all areas of the property are adequately covered.
- **Smaller Properties:** For smaller properties, property walks may be less frequent but still occur regularly to maintain the same standards of quality and tenant satisfaction. However, the focus may be on key areas of concern, such as fewer common areas or amenities.

National CORE's property walk procedures are integral to ensuring the property remains well-maintained, compliant with regulations, and responsive to tenant needs. The frequency of these walks may vary depending on the size of the property, but they are conducted routinely to maintain high standards. Records of these walks are carefully documented, tracked, and retained to ensure accountability and prompt follow-up on any identified issues. This approach helps ensure that all properties are managed effectively and remain in excellent condition for tenants.

13. Describe the Firm's experience, if any, intervening with one or more distressed occupied properties and managing the property before, during, and after rehabilitation. Include the unit count and occupancy status.

National CORE has extensive experience intervening with distressed occupied properties and managing the rehabilitation process from start to finish. This includes navigating the complexities of maintaining tenant relationships, coordinating renovations, and ensuring the property remains in good standing throughout the project. National CORE has successfully rehabilitated multiple properties while keeping tenants informed and minimizing disruptions to their living conditions.

Experience with Distressed Occupied Properties:

1. Pre-Rehabilitation:

- **Assessment and Planning:** Before beginning any rehabilitation, National CORE conducts a thorough assessment of the property's condition, identifying critical repair areas, safety concerns, and areas requiring modernization or compliance upgrades. A detailed rehabilitation plan is developed, outlining the scope of work, timelines, and necessary resources.
- **Tenant Communication:** Clear communication is key when managing occupied properties during rehabilitation. National CORE ensures that tenants are informed about the upcoming work, including the expected timeline, areas to be impacted, and the steps being taken to minimize disruption. We provide tenants with regular updates and work with them to address any concerns they may have during the process.
- **Temporary Relocation Plans:** In cases where rehabilitation would cause significant disruption to tenants (e.g., utility shutdowns or major repairs), National CORE works closely with tenants to find suitable temporary relocation options within the property or nearby. This is done to avoid

displacing tenants entirely, especially in properties with low-income or vulnerable residents.

2. During Rehabilitation:

- **Ongoing Maintenance and Tenant Services:** During rehabilitation, National CORE ensures that essential services remain operational, such as providing alternate routes for tenants to access their units, maintaining adequate lighting, and handling emergency maintenance requests. On-site managers and maintenance staff remain available to address tenant concerns promptly.
- **Coordinating the Work:** National CORE works closely with contractors, overseeing the progress of renovations, ensuring work is done to high standards, and adhering to timelines. In addition, we focus on minimizing tenant disruptions, with construction occurring in phases to ensure that affected areas are as limited as possible.
- **Tenant Support:** National CORE staff regularly check in with tenants, provide support services when necessary (such as arranging for temporary relocation or assistance with special needs), and ensure tenants' needs are being met.

3. Post-Rehabilitation:

- **Unit Inspections and Quality Assurance:** After rehabilitation is completed, each unit is thoroughly inspected to ensure the work was completed to code, meets National CORE's quality standards, and is safe for occupancy. Any remaining issues are addressed immediately, and units are made ready for re-occupancy.
- **Tenant Re-Entry and Satisfaction:** Once units are rehabbed, tenants are allowed to move back in. National CORE ensures that tenants are satisfied with the completed work, addressing any final concerns and ensuring the property is in a condition that meets or exceeds their expectations.
- **Ongoing Property Management:** Following the completion of the rehabilitation project, National CORE continues to manage the property by conducting regular property walks, ensuring that the newly rehabilitated units and common areas are maintained at high standards, and addressing any ongoing tenant concerns.

Specific Property Example:

One notable example includes National CORE's management of Sunset Heights, a distressed 150-unit property undergoing a large-scale rehabilitation. This property was significantly impacted by deferred maintenance, requiring both structural repairs and aesthetic upgrades to bring it up to code and improve living conditions for tenants. Throughout the rehabilitation, National CORE kept tenants informed, addressed their concerns, and worked with them on temporary relocation when

necessary. After rehabilitation, the occupancy rate increased due to the upgraded amenities and the enhanced quality of life for the tenants.

Unit Count and Occupancy Status:

- Unit Count: National CORE has managed and rehabilitated properties ranging from small complexes with 50 units to larger multifamily properties with over 300 units.
- Occupancy Status: In properties undergoing rehabilitation, occupancy status typically fluctuates. However, National CORE focuses on maintaining high occupancy rates by carefully managing the tenant experience during construction, offering relocation assistance when necessary, and ensuring that rehabilitation efforts lead to improved living conditions. For example, Sunset Heights maintained a steady occupancy rate of around 90% during its rehabilitation due to proactive tenant communication and relocation management.

14. Provide any experience with state relocation requirements with any property managed.

National CORE has significant experience managing properties that require adherence to state relocation requirements, particularly in cases where rehabilitation, redevelopment, or construction activities impact tenants. These requirements often involve specific procedures for tenant notification, assistance, and relocation, especially in situations where temporary displacement or relocation is necessary. National CORE has successfully navigated these requirements while ensuring compliance and minimizing disruption to residents.

Experience with State Relocation Requirements:

1. Understanding of State Relocation Laws:

- National CORE is well-versed in state relocation laws, including those that govern California's Relocation Assistance (such as the California Relocation Assistance Act and various local ordinances). These laws typically provide compensation and support to tenants who must temporarily or permanently relocate due to construction or rehabilitation activities that affect their living conditions.
- National CORE ensures that all required notices are provided to tenants in a timely manner, and all necessary documentation is completed to comply with the applicable state and local regulations.

2. Tenant Notification and Communication:

- **Early Notification:** One of National CORE's priorities when dealing with state relocation requirements is providing tenants with early and clear notification. Tenants are given written notice of any planned relocation, including the reasons for the move, the anticipated timeline, and the assistance they are eligible to receive.
- **Relocation Assistance:** National CORE ensures that tenants receive relocation assistance as required by state law, which may include financial assistance for moving costs, temporary housing arrangements, and other forms of support.
- **Ongoing Communication:** Throughout the relocation process, National CORE maintains open lines of communication with tenants, providing regular updates and addressing any concerns regarding the relocation process. This helps build trust and minimizes any potential confusion or frustration.

3. Temporary Relocation Planning and Support:

- **Relocation Logistics:** For tenants temporarily displaced due to rehabilitation or construction work, National CORE coordinates temporary housing solutions, either within the same property or in nearby locations. This ensures that tenants are not left without a home and helps prevent any undue hardship caused by the relocation process.
- **Moving Assistance:** Where required, National CORE provides moving assistance to tenants, including help with transporting belongings and ensuring that the move is smooth and efficient.
- **Coordination with Contractors:** National CORE works closely with contractors and vendors to ensure that relocation timelines align with the project schedule and that tenants are able to return to their units as soon as possible after the rehabilitation or construction work is completed.

4. Permanent Relocation (When Applicable):

- **If Permanent Relocation is Necessary:** In cases where permanent relocation is necessary, National CORE ensures that tenants are provided with the appropriate compensation as required by state law. This includes relocation payments, assistance with finding new housing, and additional support for tenants facing permanent displacement.
- **Compliance with Local Agencies:** National CORE works with local housing authorities and other relevant agencies to ensure that any permanent relocation efforts meet the standards set by state and local laws. This includes ensuring that tenants are offered fair treatment and that any required payments are made promptly.

5. Examples of State Relocation Experience:

- **Sunset Heights:** At Sunset Heights, a property undergoing extensive rehabilitation, National CORE successfully navigated state relocation requirements. During the renovation process, tenants were temporarily relocated within the property or to nearby buildings to minimize disruption. National CORE provided relocation assistance, including moving expenses and temporary housing, and ensured that all state-mandated notices were given in advance. The process was handled smoothly, with tenants returning to newly renovated units once the work was completed.
- **Heritage Place, Savannah GA:** During redevelopment at Heritage Place, National CORE assisted tenants in accordance with local and state relocation laws. Tenants were provided with relocation packages, moving assistance, and guidance on temporary housing options while their units were being rehabilitated. National CORE ensured that all relocation payments and notices were handled in compliance with state regulations, maintaining a high level of tenant satisfaction throughout the process.

6. Recordkeeping and Compliance:

- National CORE maintains meticulous records to document compliance with relocation requirements. This includes keeping copies of all notices sent to tenants, records of relocation payments, and documentation of tenant communications. These records are stored securely and are available for review by tenants, local authorities, or other stakeholders as needed.

15. Provide any experience with public bidding for ‘Public Works’ type projects including prevailing wage for recent work at any managed property.

National CORE has significant experience managing Public Works projects that require compliance with prevailing wage laws. From issuing competitive bids and overseeing contractor selection to ensuring accurate wage payments and proper documentation, National CORE is committed to maintaining the highest standards of compliance for all public projects. The firm’s focus on transparency, fairness, and legal adherence ensures that all projects are completed successfully, with workers paid appropriately and contractors meeting all necessary regulatory obligations.

16. Has your Firm ever failed to accept a contract award or to complete a contract awarded to you? If yes, explain with details of the contract type, date, owner, and reason.

National CORE has never failed to accept a contract award or to complete a contract that was awarded to the firm. The organization has a strong track record of successfully managing and completing all awarded contracts, whether for property management, construction, rehabilitation, or capital improvements.

National CORE's commitment to professionalism and accountability ensures that all projects are completed on time, within budget, and in full compliance with contract terms. The firm follows a thorough review process before accepting any contract to ensure that it has the necessary resources, capabilities, and expertise to fulfill the obligations of the contract successfully.

In instances where unforeseen challenges arise, National CORE proactively communicates with the project owner or agency to address the situation and find a solution, ensuring that the project continues smoothly and successfully. National CORE takes pride in maintaining a reputation for reliability and excellence in contract execution.

17. Has your Firm ever surrendered a bid bond or a bid security? If yes, explain with details of the contract type, date, owner, and reason.

National CORE has never been required to surrender a bid bond or bid security for any project. The firm takes a thorough and careful approach when submitting bids to ensure that all necessary preparations and resources are in place to meet the contract requirements if awarded. This includes assessing the feasibility of the project, ensuring sufficient capacity and expertise, and committing to meeting all obligations outlined in the bid.

National CORE prides itself on its ability to honor contractual commitments and has maintained a strong reputation for reliability and successful project completion. Should any challenges arise, National CORE proactively communicates with all parties involved to resolve the issue and ensure that the project progresses without disruption. The firm's careful risk management practices help to ensure that bid bonds and securities are never called into question.

18. Has your Firm ever had a contract terminated? If yes, explain with details of the contract type, date, owner, and reason.

National CORE has not experienced any contract terminations. The firm maintains a strong commitment to fulfilling contractual obligations, ensuring that all projects are completed on time, within budget, and in full compliance with agreed-upon terms.

National CORE takes a proactive approach to project management, including thorough planning, regular communication with stakeholders, and prompt resolution of any issues that arise. This approach has allowed the firm to maintain long-term relationships with property owners, housing authorities, and other stakeholders, while delivering high-quality work across a wide range of projects.

If any challenges arise during the course of a project, National CORE works closely with the involved parties to address concerns and ensure that projects remain on track, avoiding the need for contract terminations.

19. Within the past two (2) years, has your Firm, or predecessor Firm, received an OSHA violation and/or non-compliance notice from any local municipality, state, or federal agency? If yes, describe the situation, the type of notice received, and were there any fines imposed.

National CORE, or its predecessor firm, has not received any OSHA violations or non-compliance notices from local municipalities, state, or federal agencies within the past two years. The firm is committed to maintaining a safe working environment for all employees, contractors, and tenants. This includes strict adherence to all Occupational Safety and Health Administration (OSHA) standards and regulations, as well as other applicable safety guidelines.

National CORE regularly conducts safety training, implements safety protocols, and performs site inspections to ensure full compliance with safety regulations on all projects. The firm also works closely with contractors and subcontractors to ensure that they maintain the highest standards of safety on job sites. Should any safety concerns arise, National CORE addresses them promptly to ensure a safe environment for everyone involved in the project.

Cost Proposal

Provide the following fee structures to fulfill the Services outlined in this RFP. The proposed fee structure shall be valid for the initial proposed five (5) year base agreement term. Include additional sheets if needed.

A. Management Fee

Management Fee calculation should be based off a flat fee rather than based on a percentage of the gross revenues of the Properties. Gross revenues can fluctuate with changes of tenant incomes and occupancies. Respondents are asked to propose a flat monthly management fee for the Properties.

1. Dollar Per Unit	\$ <u>\$70 per unit per month</u>
2. Other Fees (Use additional sheet if necessary):	\$ _____
Description	Cost
3. <u>N/A - please reference cost letter submitted in RFP.</u>	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____

B. Operational Costs

List the types of Operational Costs that will be paid from the Properties operations (i.e. staffing, benefits, overhead, etc). Include detail of what is included with the cost.

Description	Cost
1. <u>N/A - please reference cost letter submitted in RFP</u>	\$ _____
2. <u>covered by management fee</u>	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

C. Other Costs

Describe other costs and estimates.

Description	Cost
1. <u>N/A - please reference cost letter submitted in RFP</u>	\$ _____
2. <u>covered by management fee</u>	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____

I certify the fees listed are applicable up to 180 days from Proposal submittal.

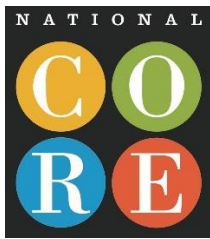
Courtney Richard
Signature of Authorized Representative

11/20/2024
Date

Courtney Richard
Printed Name

11/20/2024
Date

National Community Renaissance "National CORE"
Firm's Name



**“Service Approach” for the City of Palm Desert RFP 2024-RFP-142
Affordable Housing Compliance and Property Management Services**

Technical and Management Approach

Service Delivery Strategy

National CORE’s technical and management approach ensures efficient, effective, and compliant property management. Key components include:

1. Comprehensive Property Assessment:

- Initial property walkthroughs to assess maintenance needs.
- Digital documentation of property conditions for records and future planning.

2. Staff Training and Deployment:

- Hiring and training of skilled on-site management and maintenance staff.
- Ongoing education in compliance, tenant relations, and modern property technologies.

3. Technology Integration:

- Implementation of property management software for file management, work orders, compliance tracking, and reporting.
- Automated alerts for lease renewals, inspections, and tenant communications.

4. Stakeholder Engagement:

- Regular communication with property owners, tenants, and stakeholders.
- Transparent reporting on property performance and finances.

First-Year Schedule of Tasks, Milestones, and Deliverables

Month	Tasks	Milestones	Deliverables
1-2	Initial property assessment, onboarding	Completion of property audits	Audit reports, staff onboarding completion
3-4	Establish management procedures, training	Finalized management protocols	Operations manual, training certifications
5-6	Maintenance plan implementation	First round of preventative maintenance	Maintenance logs, quality assurance documentation
7-9	Compliance and quality control review	Mid-year compliance and QA audit	Review reports, corrective action plans (if needed)
10-12	Performance evaluation and adjustments	Annual review meeting with stakeholders	Performance reports, budget projections for year two

Management Plan

Maintenance Control

- Preventative Maintenance Program: Routine inspections and upkeep to prevent larger issues.
- Work Order System: Digital request and tracking system for maintenance.
- Vendor Management: Pre-qualified vendor pool for cost-effective and reliable service delivery.

Quality Assurance

- Routine Audits: Monthly file and compliance checks to ensure accuracy.
- Resident Feedback Surveys: Quarterly surveys to gather insights and address concerns.
- Inspection Protocols: Regular property and unit inspections to monitor conditions and safety.

Tenant Relations

- Clear Communication Channels: 24/7 accessibility for tenant concerns via email, phone, or app.
- Community Engagement Activities: Hosting events and programs to foster tenant relationships and satisfaction.
- Resident Resource Programs: Linking tenants to local services (e.g., job training, health care).

Additional Proposed Tasks

National CORE recommends including:

- Resident Services Programs: Structured plans for educational, vocational, and health services.
- Emergency Response Plan: Clear protocols for handling emergencies such as natural disasters or urgent repairs.

Proposed Method

- Develop resident services partnerships with local agencies.
- Conduct drills and training for emergency preparedness.



National Community Renaissance
A Trusted Property Management Partner

National CORE is one of the nation's largest nonprofit developers and managers of affordable rental housing. As a "best in class" provider of property management services, National CORE offers an array of in-house capabilities to navigate the complexities of managing affordable multifamily housing.

Because Where You Live Matters

At National CORE, we believe that people and place matter. High-quality management and a long-term focus are keys to preserving the integrity of our communities and creating a place residents are proud to call home.

National CORE manages more than 8,000 affordable and market rate rental units in 100 developments nationwide in conjunction with private and public entities. With more than 30 years of experience in property management, National CORE offers a fully integrated approach that includes professionals in human resources, finance, asset management, compliance, risk management, energy and sustainability, and capital improvements.

Managing from an Owner's Perspective

High Performing Communities

To maximize net income at the properties it manages, National CORE's Senior VP of Property Management conducts:

- Detailed budget development and review processes
- Monthly financial reviews with regional managers
- Quarterly in-depth reviews with CFO, controller, asset managers, and regional managers
- Ongoing monitoring and analysis by financial analyst to maximize property performance

Surpassing Industry Standards on All Key Performance Indicators

- Economic occupancy of 98 percent or better portfolio-wide
- Aged receivables less than one percent
- Bad debt less than one percent of Gross Potential Rent
- Improved performance ratings using the AHIC model
- Water conservation efforts yielded a 65 percent decrease in water usage in one year
- 2016 recipient of the Inland Empire H₂O Hero of the Year Award
- Converted entire portfolio to smoke-free in 2016





Integrated Team of Professionals



Accounting

Our Accounting Team watches over the financial solvency of our properties in order to maximize income, minimize bad debt, and maximize cash distribution to owners.

- Financial and operations auditing
- Financial reporting
- Cost containment analyses
- Strategic planning and benchmarking
- Yardi Voyager, web-based property management software and asset management solutions



Asset Management

Comprehensive asset management planning, financial reviews, onsite physical and staff evaluations, debt restructuring/re-syndication, review of agency requirements and documentation plus constant communication.

- Responsible for the preservation of the physical assets
- Submit monthly, quarterly, semi-annual and annual reports
- Supervise disbursements
- Develop property watch list for under-performing properties



Capital Improvements

Preserves the integrity of the physical platform while introducing modern touches to keep the property current and efficient.

- Interior and exterior maintenance
- Skilled maintenance staff
- Cost containment analyses
- HandyTrac Key Management System
- Focus on leasing units with minimal turn time, maximizing economic occupancy



Compliance

Maintains a service-oriented approach designed to assist owners and agents in complying with the many complex federal and state housing regulations.

- Full regulatory compliance
- Compliance certification and recertification
- Measure and evaluate site level staff
- Monitor file turnaround times
- Identify training opportunities
- Custom compliance property checklist based on the funding sources and specific compliance requirements
- Compliance monitoring audits



Energy and Sustainability

“Doing Our Part” to develop sustainable communities and implement conservation programs that maintain the health and stability of our communities.

- Turf removal and smart irrigation
- Installation of high efficiency toilets, shower heads and flow restrictors
- Installation of high efficiency front load washers
- Installation of demand control devices
- Installation of Wi-Fi controlled thermostats
- LED lighting upgrades
- Utility data tracking with WegoWise



Human Resources

We offer a full service HR team to provide employee relations and operational support.

- Recruitment, hiring and retention
- Compensation and benefits
- Payroll and HR systems
- Employee relations
- Performance management
- Training and development
- Safety management



Property Management

Experts in resident service programs, facilities management, maintenance, leasing, and compliance with affordable housing regulations allows owners and agents to place their trust in our services and achieve the highest level of resident satisfaction.

- Planning and budgeting
- Market evaluation
- Advertising, marketing and lease-up
- Resident screening
- Lease renewal negotiations
- Rent and maintenance collection
- Supervision of personnel
- Owner/resident relations
- Residential relocation



Risk Management

Identifies, assesses and controls threats to capital and earnings.

- Oversees contract negotiations
- Conducts vendor and contract screenings
- Mitigates safety and environmental issues
- Annual property inspections

NATIONAL CORE DOING Our Part



CREATING SUSTAINABLE COMMUNITIES:

Leverage rebate programs to increase efficiencies and energy sustainability



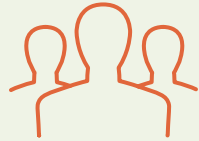
PROTECTING LONG-TERM VIABILITY OF ASSET:

Maximize rents and performance



GREAT CUSTOMER SERVICE:

Reliable, proactive, personal touch



INTEGRATED TEAM OF PROFESSIONALS:

Accounting, Asset Management, Capital Improvements, Compliance, Energy and Sustainability, Human Resources, Property Management, and Risk Management



GOOD FISCAL AGENT:

Monthly budget and financial reviews

Staff Training and Development

- Maintenance staff participate in quarterly trainings (including two hours of safety training by IMA Risk Management) to reduce work related injuries, increase core competencies and build strong teams
- Property management staff has monthly trainings ranging from fair housing and California Certified Residential Manager certification to customer service and rental application processing
- Compliance team undergoes extensive training and are certified tax credit specialists
- All managers at tax credit properties are tax credit certified utilizing National Center for Housing Management trainers

Best in Class Property Management

- Dedicated staff committed to exceeding the needs of residents
- Commitment to maximizing rents and performance through monthly operation reviews
- Regular communication with all stakeholders
- Experts in landlord/tenant laws and fair housing regulations
- As owners of 95+ properties, we know how to manage from an owner's perspective

"Each National CORE project I've seen not only brought value to the residents of these communities but has increased the value of the surrounding neighborhoods."

~ **Acquanetta Warren**
Mayor, City of Fontana

"Through collaboration and commitment with the City of San Marcos and other agencies, National CORE has completely transformed neighborhoods from the brink of ruin to flourishing communities."

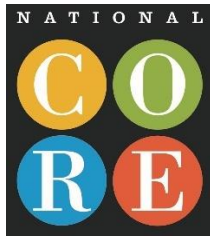
~ **Beth Nielson**
Housing Programs Specialist,
City of San Marcos

"The property management team has proven themselves time after time in providing the best outcomes for residents, investors, lenders, and the local community."

~ **Blake Davis**
Vice President,
Acquisitions/Underwriting
Hudson Housing Capital



phone 909-483-2444
www.NationalCORE.org



**“Transition Phase Cost Proposal” for the City of Palm Desert RFP 2024-RFP-142
Affordable Housing Compliance and Property Management Services**

Transition Phase Cost Proposal

National Community Renaissance (National CORE) is pleased to submit the enclosed Transition Phase Cost Proposal for the City of Palm Desert. As an experienced organization with a proven track record in property management and development, we are confident in our ability to execute a seamless transition, ensuring continuity of services, minimal disruption, and enhanced operational efficiencies.

Our proposal outlines a comprehensive transition plan that includes detailed strategies, activities, timelines, and resource allocations to address the unique requirements of your project. Highlights of our approach include:

- **Seamless Handover:** A phased handover strategy to ensure no gaps in services during the transition period.
- **Asset Management:** A robust inventory and transfer plan for physical and digital assets to safeguard operational integrity.
- **Compliance and Quality Assurance:** Rigorous compliance reviews and quality checks to maintain regulatory standards and optimize performance.
- **Expert Team:** A dedicated transition team comprising experienced professionals to lead each aspect of the process.

National CORE would NOT charge for the transitional phase, as this is considered part of our due diligence to ensure a smooth start to the project. The only costs associated would be for connection costs, Yardi setup, and necessary equipment. This approach reflects our commitment to providing exceptional value while ensuring operational readiness from day one.

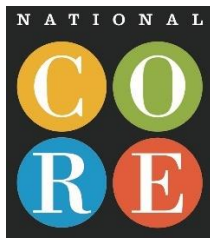
We appreciate the opportunity to partner with you on this endeavor and look forward to further discussing how our tailored approach aligns with the objectives outlined in your Request for Proposal. Please feel free to contact me directly at (909) 215-5322 or crichard@nationalcore.org if you have any questions or require additional information.

Thank you for considering National CORE as your trusted partner for this project.

Sincerely,

A handwritten signature in cursive script that reads "Courtney Richard".

Courtney Richard
National CORE
Senior Vice President of Property Management



**“Transition Plan” for the City of Palm Desert RFP 2024-RFP-142
Affordable Housing Compliance and Property Management Services**

Transition Plan

Strategies and Objectives

The primary goal of the transition plan is to ensure seamless continuity of services with minimal disruption for stakeholders, tenants, and staff. This involves strategic planning, efficient communication, and careful execution.

Detailed Transition Activities and Timeline

Phase	Activities	Timeline
Pre-Transition		
- Review existing contracts and scope of services.	Week 1	Legal and compliance team.
- Conduct kickoff meeting with stakeholders and outgoing management firm.	Week 1	Key personnel, agenda, and documentation.
- Develop a comprehensive transition checklist, including asset transfer and systems migration.	Week 1-2	Transition planning team.
- Identify and onboard transition team members.	Week 1-2	HR and recruitment support.
Transition Implementation		
- Inventory and assess physical and digital assets.	Week 2-3	IT specialists, property managers.
- Begin phased handover of operational responsibilities (e.g., work orders, maintenance logs).	Week 3-4	Current and new management team coordination.
- Deploy and integrate property management software.	Week 3-5	IT and training team.
- Train new staff on systems, processes, and tenant relations.	Week 4-5	Trainers, property managers, staff schedules.

Handover and Stabilization		
- Conduct property walkthroughs with outgoing firm to validate the asset condition report.	Week 6	Management team, property staff.
- Finalize compliance and file audits; address discrepancies.	Week 6	Compliance team.
- Test continuity systems for maintenance requests, tenant communications, and reporting.	Week 6	IT support, tenant communication team.
- Official handover meeting with stakeholders to validate service continuity and acceptance criteria.	Week 7	Key personnel, detailed reports, legal review.

Asset Inventory and Transfer Plan

Physical Assets

1. Equipment:

- Conduct inventory of tools, machinery, and office equipment on-site.
- Transfer ownership or leases to new management.
- Assign maintenance responsibilities to the incoming team.

2. Facilities:

- Evaluate condition reports for buildings and shared spaces.
- Address any pending repairs or unresolved maintenance issues.

Digital Assets

1. Software:

- Migrate all data (tenant files, lease agreements, financial records) from outgoing firm's property management software.
- Implement new software systems if necessary, ensuring overlap during migration.

2. Documentation:

- Transfer all operational manuals, compliance records, vendor contracts, and historical files.
- Securely store digital copies on cloud platforms with restricted access.

Formal Handover Plan

1. Clear Acceptance Criteria:

- Ensure all tenant files are complete and up-to-date.
- Verify full migration of software systems and operational data.
- Conduct a final inspection of all units and common areas.
- Validate vendor and contractor agreements have been transferred or renegotiated.

2. Handover Protocol:

- Outgoing management provides a comprehensive briefing on unresolved issues, including open maintenance requests and compliance concerns.
- Final acceptance sign-off by both parties and stakeholders.

AGREEMENT FOR PROPERTY MANAGEMENT SERVICES

THIS AGREEMENT FOR PROPERTY MANAGEMENT SERVICES (this "Agreement") is made and entered into as of February 27, 2025, by and between the PALM DESERT HOUSING AUTHORITY, a public body, corporate and politic having a principal place of business at 73-510 Fred Waring Drive, Palm Desert, California, (the "Authority") and National Community Renaissance, LLC, a California Nonprofit Corporation, having a principal place of business at 9692 Haven Avenue, Suite 100, Rancho Cucamonga, California 91730 (the "Manager"). The Authority and the Manager may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Authority is a public body, corporate and politic, designated to be the operator of those certain real properties described on Exhibit A attached hereto and incorporated herein by this reference (the "Properties").

B. The Manager is engaged in the business of managing, maintaining, repairing, operating and leasing apartment buildings, and has represented to the Authority that the Manager is experienced and competent in said business.

C. The Authority and the Manager desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual and dependent covenants contained in this Agreement, the Parties agree as follows:

1. Effective Date. The effective date of this Agreement (the "Effective Date") shall be July 1, 2025.

2. Appointment. The Authority hereby appoints the Manager and the Manager accepts appointment as the manager of the Properties on the terms and conditions set forth in this Agreement. The Parties acknowledge and agree that this Agreement is only a Management Agreement between the Parties, that the Parties are not joint venturers or partners, and that the Manager shall not be deemed to be an employee of the Authority. The Manager shall at all times be an independent contractor. The Manager agrees and covenants that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Authority with respect to the Properties. By way of example only, the Manager hereby agrees and covenants that it will not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment of rent with respect to the Properties or any portion thereof.

3. Professional Management Standards and the Administrative Plan.

(a) The Manager agrees to exert its best efforts, to furnish the services of its organization, and to exercise the highest degree of professional competence in managing the Properties and to provide the Authority with the economic return consistent with proper management under the guidelines provided by Authority for affordable housing.

(b) The Manager shall manage, maintain, repair, operate and lease the Properties consistent with other multi-unit apartment complexes or similar type properties in the surrounding vicinity with comparable facilities and amenities.

(c) Notwithstanding the authority granted to the Manager by this Agreement, the Manager agrees to abide by those standards and instructions that Authority may issue from time to time in connection with the Administrative Plan (the "Administrative Plan"). In the event of any inconsistency between this Agreement and the Administrative Plan, this Agreement shall control. The Administrative Plan adopted by Resolution No. HA-100, a copy of which shall be on file with the City Clerk, and any amendments thereto, include the statements of policies of the Authority for the purpose of property operations.

(d) The Manager hereby covenants and agrees to use the Manager's best efforts to actively manage, maintain, repair, operate and lease the Properties at their maximum potential, considering the Authority's guidelines for affordable housing and the Administrative Plan. Manager will provide copies of any procedural manuals created for the purpose of implementing said Administrative Plan.

(e) The Manager shall be responsive to all tenant requests and concerns in a timely manner and shall make its best efforts to satisfy tenant requests and concerns at on-site offices. The Manager shall make its best efforts to notify Authority of tenant requests and concerns which are likely to be expressed by a tenant directly to the Authority. The Manager shall establish policies in order to address tenant requests and concerns and resolution in the event of a dispute in accordance with the Administrative Plan.

(f) Each of the Properties having sixteen (16) or more units shall have a member of the Manager's management staff that shall live on-site, and serve as the caretaker for the Property at which they live. The Authority shall not be responsible for furnishings, equipment, postage, utilities, telephone, or such other ancillary costs of the on-site staff. The specific apartment shall be approved by the Authority prior to occupancy by staff. All other Properties having less than sixteen (16) units shall have a caretaker that lives on-site. All Properties will have an emergency contact available seven days a week, 24 hours a day.

4. Periodic Requirements

The Manager shall perform the following:

(a) Not less than once each week:

(i) A member of the Manager's management staff will walk each property in its entirety to identify any items of concern that may or may not be visible from frequently traveled thoroughfare and prepare a detailed report of findings to be provided to Authority weekly.

(ii) Inspect all mechanical and physical systems located on the Properties and provide a report to Authority of said inspections monthly, or immediately if finding is of an emergency nature.

(b) Not less than once during every calendar month:

(i) Analyze the occupancy level of the Properties.

(ii) Analyze the financial condition of the Properties including, without limitation, cash flow, income, expenses, average turnover and turnover cost, and per unit average cost.

(iii) Provide Authority with a report regarding the status of maintenance and repair projects including those in process, upcoming, completed, and those that have not been completed or which are recommended and have not yet been implemented, and which are to be carried over to the next fiscal year.

(c) Not less than once annually on or before February 1st:

(i) Prepare and deliver to Authority a comprehensive financial budget plan (Plan), described in Section 18, including reserve accounts where applicable, for the Properties for the upcoming fiscal year operations July 1 to June 30.

(ii) Examine the general condition of the Properties, prepare a list of needed repairs and maintenance, and deliver that list to Authority along with the estimated costs for review. Once reviewed by Authority, incorporate estimations into the Plan. Said list will include all items identified by the Manager and be prioritized by the Manager in order of necessity. (i.e. Critical, Health and Safety, Necessary, Preventative, etc.)

(d) The Manager will notify Authority of work, supplies, services, maintenance, or repairs (emergency or otherwise) that were not included in the current operating budget but that may be necessary prior to the next operating budget year:

(i) On or before December 1st of each year, the Manager will provide Authority a report of necessary budget adjustments to be made for work that was pre-approved by the Authority and estimates of anticipated work that is necessary and any justification.

(ii) In the event there are items that have not been included in the Plan or in Section 4(d)(i), above, then as necessary, the Manager will provide a report of those items by priority to the Authority. Authority staff will determine whether said requests should be forwarded as a special item to the Palm Desert Housing Authority Board (the "Authority Board").

(e) On the basis of the information gathered pursuant to Sections (a)-(d) of this Section 4, the Manager shall recommend in writing amendments and updates to the Administrative Plan at least once annually on or before February 1st. The proposed amended Administrative Plan, together with any recommendations of the Manager for achieving maximum economic return of the Properties in light of the affordable housing requirements of the Properties, shall be submitted to the Authority. The Manager will continually review the Administrative Plan for the purpose of keeping the Authority advised of necessary or desirable changes.

(f) Crime-Free Multi Housing Program. Throughout the term of this Agreement, the Manager covenants and agrees to participate in and fully complete the City's Crime-Free Multi Housing Program for the Properties. Evidence of compliance with this requirement shall be forwarded annually to the Authority within said twelve (12) month period.

5. Determination of Performance Criteria. The Parties have developed various performance criteria categories which will be used to evaluate the performance of the Manager. Such performance criteria categories are described on Exhibit G attached hereto and incorporated herein by reference.

(a) For each performance standard (as set forth in Request for Proposals, "Performance Standards") that is not met in a given month by the Manager, the Authority may retain a portion of the monthly base fee owed to the Manager for the applicable month (the "Fee Retention"), as set forth below:

i. The Fee Retention shall be equal to 10% of the monthly base fee for each of the following performance standards that the Manager fails to meet in a given month: (i) Tenant Accounts Receivable, (ii) Vacancy rate, (iii) Vacant Unit Turn-around, and (iv) Work Order completion time. For the avoidance of doubt, when calculating the Fee Retention, a separate 10% retention shall apply for each performance standard that the Manager has failed to meet in a given month. For example, if the Manager fails to meet three of the above listed performance standards in a given month, the Fee Retention for that month would be

30%.

- ii. The Authority shall be entitled to retain 10% of the monthly base fee for each performance standard that the Manager has failed to meet in a given month until the Manager's failure to meet such performance standard has been cured. A failure to meet a performance standard set forth in subsection (i) above shall be deemed cured when the cumulative average of performance of the applicable performance standard in the previous four month period is equal to the applicable performance standard. For example, if the Manager fails to achieve the necessary vacancy rate standard of [5%] (or the then applicable vacancy rate standard) in a given month, such failure to meet the vacancy rate standard shall not be deemed cured until the average of vacancy rate performance standards for a four month period is greater than or equal to [5%] (or the then applicable vacancy rate standard). Once a Manager's failure to meet a given performance standard has been cured, the Manager shall be entitled to payment of any fee retained for that performance standard.

6. Term. The Parties agree that the term ("Term") of this Agreement shall be for 60 months, commencing July 1, 2025, and ending June 30, 2030, and may be extended in accordance with the provisions of Section 28 below. Following the initial term of the contract, the Authority may opt to extend the contract for two (2) additional terms of three (3) years each term and expiring June 30, 2036. Contract extensions may be exercised contingent upon satisfactory performance and at the sole discretion of the Housing Authority, and in accordance with the provisions of Section 28 below. Notwithstanding the foregoing, Manager shall have the right to enter the Properties during the Transition Period, pursuant to the terms of that certain Management Transition Addendum to Agreement for Property Management Services (the "Addendum"), attached hereto and incorporated herein by reference.

7. On-Site Management Office. The Authority shall provide adequate space on the Properties for a management office in accordance with Exhibit C attached hereto and incorporated herein by this reference. The Manager shall prepare and submit designs and budget for pre-approval to furnish and/or refurbish the management offices. The Authority shall pay all approved expenses related to such office, including, but not limited to, furnishings, equipment, postage, office supplies, electricity, telephone, answering service, and security monitoring services, if any. The Authority shall retain ownership of all of the foregoing purchases.

8. Information on the Properties. The Manager acknowledges that it has been furnished with any available building plans and specifications as well as environmental reports, if available, for each of the Properties. The Manager also acknowledges that it has received copies of any available manufacturer's preventive maintenance schedules, guarantees and warranties pertinent to the fixtures, mechanical equipment, and appliances used in the operation of the Properties. The Manager shall maintain files for

each of the Properties with current plans and specifications, environmental reports, manufacturer's preventive maintenance schedules, guarantees and warranties pertinent to any new installations, repairs, fixtures, appliances as well as any equipment, used in the operation of the Properties.

9. Familiarity With Equipment. The Manager has become thoroughly familiar with the character, location, construction, layout, plan and operation of the Properties, and especially of the electrical, heating, plumbing, air conditioning and ventilation systems, and all other mechanical equipment, and the Manager shall maintain such familiarity.

10. Leasing. The Manager will act as the Authority's exclusive agent in leasing the dwelling units (each, a "Unit", and collectively, the "Units") in the Properties. The following provisions will apply:

(a) The Manager shall use all reasonable efforts to keep the Properties leased by procuring tenants for the Properties and negotiating and executing on behalf of the Authority all leases for the Units. The Manager is authorized to enter into and execute initial leases with tenants for a minimum term of six (6) months and a maximum term of 12 months without the further written approval of the Authority. The Authority shall provide the Manager with income and rent guidelines for each of the Properties annually or as frequently as Department of Housing and Community Development ("HCD") issues adjustments to the Riverside County Median Income levels. Such guidelines shall include a provision for utility allowances, if applicable, as set by the Riverside County Housing Authority which are in effect at the time the rents are established. Any lease for a shorter or longer period shall require the prior written consent of the Authority. The Manager shall also submit on or before the 10th of each month to the Authority copies of all notices terminating any tenant leases and all notices to vacate served on any tenant prior to the expiration of the lease term or after the expiration of the lease term if tenancy has converted to month-to-month, together with an explanation for the applicable notice. The Manager shall provide Authority with the equipment detail of each Unit annually for the purpose of determining the proper utility allowances by March 1st of each year.

(b) The Manager shall lease all the Units in accordance with the terms of this Agreement, in compliance with all applicable federal, state, and local laws, in accordance with the Administrative Plan and any further direction from the Authority.

(c) The Manager will be responsible for screening and selection of existing and prospective tenants in accordance with affordable housing guidelines and applicable federal, State and local laws. The Manager will follow the tenant selection policy described in the Administrative Plan and will show the Properties to all prospective tenants who qualify under the Authority's affordable guidelines based on the waiting list policy and Unit availability.

(d) The Manager will prepare and verify eligibility certifications and recertifications in accordance with the guidelines established by the Authority. Rents will

be adjusted pursuant to the Rent Setting Policy of the Authority adopted by Resolution HA-62, a copy of which shall be on file with the City Clerk, and any amendments thereto.

(e) The Manager shall not decline to lease any Unit on the Properties to a prospective tenant, or otherwise discriminate, on the basis of race, color, national origin, ancestry, sex, gender, gender identity, gender expression, religion, physical or mental disability, genetic information, marital status, familial status, sexual orientation, or any other classification then protected by law.

(f) Prior to executing any lease with a tenant, the Manager shall obtain the written consent of the prospective tenant to perform a complete background check, and shall perform same, including: (1) investigate the financial ability and history of the prospective tenant to pay rent, (2) perform necessary credit checks, (3) obtain references from employers and prior landlords, (4) verify the income of tenants as specified in the Administrative Plan, (5) verify all matters that are required to be checked by federal and/or state law, in accordance with the type of affordable funding involved, and (6) verify those matters that may and should be checked to ensure and promote the safety and welfare of all tenants of the Properties, the Manager's staff and the public. A non-exclusive list of the required and permissive verifications, consent language and sampling of reputable online resources are set forth in Exhibit K, as may be modified by changes in applicable law. The Manager shall comply at all times with applicable federal, state and local law in all aspects of the tenant screening and application process.

11. Security Deposits. The Manager will collect, deposit, and disburse security deposits in accordance with the terms of each tenant's lease. The amount of each security deposit will be as specified in the Administrative Plan or applicable law. The collection and disbursement of security deposits will also be governed by the then applicable state and local laws. All tenant security deposits will be placed in one or more trust accounts separate from all other accounts and funds of the Manager and/or the Authority. The security account or accounts will be established at a bank as specified by the Authority whose deposits are insured by an agency of the United States government. The security deposit account or accounts will be carried in the Authority's name and designated on record as "PDHA Security Deposit Account" and in addition, the Director of Finance of the City of Palm Desert (the "Director of Finance"), his/her designees, and up to four designated representatives of the Manager shall be included as signatories to the security deposit account or accounts. The balance of the security deposit account or accounts shall not be used to pay general operating expenses without the written consent of the Authority. Notwithstanding the foregoing, security deposits received must be documented and accounted for at all times and the Manager must comply with any applicable state and local laws concerning interest payments on security deposits. The number and structure of security deposit accounts is set forth in Exhibit D attached hereto and incorporated herein by this reference.

12. Collection of Rents and Other Receipts. The Manager will collect when due all rents, charges and other amounts receivable on the Authority's account in connection with the management, maintenance, repair, operation, and leasing of the Properties.

Such receipts (except for tenants' security deposits, which will be handled as specified in Section 11 above) will be deposited in an account or accounts (the "General Operating Account"), separate from all other accounts and funds, of the Manager, at the bank as specified by the Authority whose deposits are insured by an agency of the United States Government. This account or accounts will be carried in the Authority's name and designated on record as "PDHA General Operating Account" and in addition, the Financial Operations Manager, the Director of Finance, his/her designees, and up to four designated representatives of the Manager shall be included as signatories to this account, or accounts. The number and structure of operating accounts is set forth in Exhibit D attached hereto and incorporated herein by this reference.

13. Enforcement of Leases. The Manager will ensure full compliance by each tenant with the terms of that tenant's lease. Involuntary termination of tenancies shall comply with all applicable laws and regulations. The Manager is designated as the Authority's agent with the right to enter and take possession of the Units, in accordance with applicable law, and shall lawfully terminate any tenancy when, in the Manager's reasonable judgment, sufficient cause (including, but not limited to, nonpayment of rent) for such termination occurs under the terms of the tenant's lease. For this purpose, the Manager is authorized to consult with legal counsel qualified to bring unlawful detainer actions and to execute notices to vacate and judicial pleadings incident to such actions. The Manager shall keep the Authority informed of such actions and follow such direction as the Authority may provide for the conduct of any such action. Attorney's fees and costs incurred in connection with unlawful detainer actions will be paid out of the General Operating Account as an expense of the Properties. Notwithstanding the foregoing, the Manager is at all times ultimately responsible for the enforcement of leases. Payment by the Authority of legal fees and costs incurred in connection with unlawful detainer actions does not create an attorney-client relationship between the Authority and the Manager's unlawful detainer legal counsel.

14. Maintenance and Repair. The Manager will maintain the Properties in good, clean, safe and sanitary condition in accordance with the Administrative Plan and local codes and in a condition acceptable to the Authority at all times. This will include, but not be limited to, cleaning, painting, plumbing, grounds care, and such other maintenance and repair works as may be necessary, subject to any limitations imposed by the Authority in addition to those contained herein. The Manager will ensure all vendors maintain the required licensing, insurance, permits, and approvals for any work performed in accordance with this Agreement, as well as all local, state, and federal codes and regulations. The Manager will maintain an on-site property entry log for all vendors.

Incident thereto, the following provisions will apply:

(a) The Manager will complete preventative maintenance activities in the most cost effective and efficient manner as possible, while maintaining the quality of the Properties.

(b) The Manager will contract in compliance with Section 21 hereof with qualified independent contractors for the maintenance and repair of roofs, air-conditioning and heating systems, and for extraordinary repairs beyond the capability of regular maintenance employees.

(c) The Manager is aware of the requirements of California Labor Code Section 1720 et seq., 1770 et seq., and California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. The projects performed under this contract may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, the Manager agrees to fully comply with such Prevailing Wage Laws, including but not limited to requirements related to public works contractor registration and maintenance and submittal of certified payroll records. The Authority shall provide the Manager with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. The Manager shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services and shall post copies of the Manager's principal place of business and at the project site. The Manager shall defend, indemnify, and hold the Authority, its elected official officers, employees, and agents free and harmless from any claim or liability arising of any failure or alleged failure to comply with the Prevailing Wage Laws.

(d) The Manager will systematically receive and investigate all service requests from tenants, take such action thereon as may be warranted and will keep records of the same. Service requests will be addressed within four working days; provided, however, emergency requests will be received and serviced on a 24-hour basis. The Manager shall promptly investigate and respond to serious complaints as appropriate, and shall comply with all applicable federal and state laws in connection with same, including but not limited to the requirements of the Fair Employment and Housing Act and other applicable fair housing laws, and shall promptly report such complaints and the Manager's response thereto to the Authority. The Manager shall advise tenants to report to law enforcement all complaints involving actual or threatened criminal activity. The Manager shall provide the Authority with a monthly summary of all serious complaints received by the Manager. This summary shall include a brief description of each complaint and the Manager's response thereto.

(e) The Manager is authorized to purchase while complying with the provisions of Section 21, on behalf of the Authority, all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair. The Authority shall retain ownership of all said materials, equipment, tools, appliances and supplies.

(f) Notwithstanding any of the foregoing provisions, the prior written approval of the Authority will be required for any maintenance or repair project in which

the overall cost is expected to exceed \$15,000 for labor, materials, and/or otherwise in connection with the maintenance and repair of the Properties. This limitation does not apply to recurring expenses within the limits of the operating budget or to emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the Properties. In the latter event, the Manager will inform the Authority in writing of the facts as promptly as possible. For purposes herein, "recurring expenses" shall include utilities, pest control, laundry services, pool services, courtesy patrol, regulatory permits, and vermin extermination.

(g) The Manager shall enter into all service contracts (such as pool maintenance/repair, laundry, vermin extermination and landscape maintenance) in accordance with Section 21 and maintain all required permits and approvals on equipment, pools, facilities, etc. for each of the Properties.

(h) The Manager shall not undertake any work of construction or any work which would modify or change the exterior of any building or grounds.

15. Utilities and Services. The Manager will make arrangements for water, electricity, gas, sewage and trash disposal, telephone and cable service for the Properties. The Manager will enter into such contracts as may be necessary to secure such utilities, acting as Manager for the Authority.

16. Employees.

(a) All personnel of the Manager involved with the management, maintenance, repair, operation or leasing of the Properties will be employees of the Manager and will be hired, paid, directed, supervised, and discharged by the Manager. The Manager will provide sufficient resources (staff and/or services) in order to fulfill its obligations to the Authority under the terms of this Agreement. All costs associated with hiring and discharging of such employees will be borne by the Manager. The Manager warrants that it has established employment policies in accordance with employment laws and said policies include a drug free workplace or similar substance abuse policy, a zero-tolerance violence in the workplace policy and all other policies mandated by state and Federal law. The Manager warrants that all of its employees meet all qualifications, licensing and code requirements, applicable to completing assigned tasks. The Manager warrants that training will be provided to employees as may be required by local, state or federal law and will be conducted by an individual or entities qualified to provide such training. It is understood that, subject to sub-Sections (b) and (c), below, all direct costs associated with employees working "on-site" and specifically identified on Exhibit F will be borne by the Authority to include their direct salary (but not bonuses or overtime that have not been preapproved by the Authority), Social Security taxes, employment taxes, medical insurance, Pension Plan, Worker's Compensation, uniforms, Housing allowance and other benefits (if applicable). The Authority shall have the right to interview and approve the hiring of any prospective site managers or regional (non-site specific) staff included in Exhibit "F". Only the cost of those positions set forth on Exhibit F shall be paid by the Authority. Positions may be added, deleted or modified from Exhibit F based on

property need with approval of the Manager and the Executive Director of the Authority. Notwithstanding the foregoing, all personnel of the Manager are exclusively the employees of the Manager, and not of the Authority.

(b) The Manager shall have full and exclusive responsibility and liability for payment of all federal, state and local payroll taxes and for contributions for unemployment insurance, Social Security (FICA) and other benefits imposed or assessed under any provision of law or by regulation, and which are measured by salaries, wages, or other remuneration paid or payable by the Manager to its employees engaged in any work in connection with this Agreement or indicated herein, for the payment of which the Authority will reimburse the Manager, subject to the written approval of the Finance Director. The Manager shall have full and exclusive responsibility and liability for the withholding and payment of any income taxes required to be withheld from the wages or salaries of said employees under any provision of law or regulation. The Manager agrees to save and hold the Authority harmless from all claims for penalties, interest, or costs which may be assessed under any law or any rules or regulations thereunder with respect to its failure or inability to perform the aforesaid responsibilities.

(c) Upon ten days demand from the Authority, the Manager shall cause any employee of the Manager to be removed from the Properties, including any corporate employee not included on Exhibit F, at the Manager's sole cost and expense.

(d) The Manager shall be solely responsible for the methods and means of managing its personnel to achieve the desired results. Authority's authority over and involvement in the Manager's employment matters shall be limited consistent with the Manager's status as sole employer of its employees.

17. Disbursements from General Operating Account.

(a) From the funds collected and deposited by the Manager in the General Operating Account pursuant to Section 12 above, the Manager will make or request the following disbursements promptly when payable:

(i) The Manager shall request from the Director of Finance of the Authority reimbursement to the Manager for the actual compensation payable to employees specified in "Exhibit F", together with the actual cost of the medical insurance, dental insurance, life insurance, Workers Compensation insurance, and taxes and assessments payable to local, state and federal governments actually paid by Manager in connection with the employment of such employees, as determined by the Manager and approved by the Director of Finance of the Authority, or his/her designees. The Manager shall be required to provide the Director of Finance of the Authority, or his/her designee, with financial statements or other documentation, as may be reasonably requested by the Director of Finance of the Authority, or his/her designee, substantiating the requested reimbursement.

(ii) Notwithstanding the provisions of sub-Section (a)(i), above, the Manager shall make disbursements of all sums otherwise due and payable by the Authority as expenses of the Properties authorized to be incurred by the Manager under the terms of this Agreement, including compensation payable to the Manager, pursuant to Section 27 below, for its services hereunder.

(iii) All checks between \$2,500 and \$4,999 shall require at least two signatures. All checks over \$5,000 shall require at least two signatures, one of which must be the signature of an authorized representative of the Authority.

a. Check requests for second signature must be accompanied by adequate documentation to ensure that vendor limits are not exceeded.

(iv) All wire transfers will be initiated by the Director of Finance of the Authority or his/her designee.

(b) Except for the disbursements mentioned in Section 12 above, funds will be disbursed or transferred from the General Operating Account only as the Authority may from time to time direct in writing. The Manager reimbursement checks in excess of \$500 shall require signatures of both the authorized signatory of the Manager and the Finance Director of the Authority or his/her designee.

(c) In the event the balance in the General Operating Account is at any time insufficient to pay disbursements due and payable under Section 17(a) above, the Manager will inform the Authority prior to disbursing funds of that fact and the Authority's Director of Finance will then remit to the Manager sufficient funds to cover the delinquency. In no event will the Manager be required to use its own funds to pay such disbursements that are directly related to the operation of the Properties.

(d) The Authority will pay for or reimburse to the Manager only those expenses that are expressly authorized by this Agreement to be borne by the Authority. Any expenses incurred by the Manager as a result of any legal judgment or administrative ruling against the Manager or its officers, employees or agents, or any monetary settlement in lieu of same to resolve any dispute, or the costs incurred by the Manager in connection therewith, including attorneys' fees for advice to or defense of the Manager, shall be the sole responsibility of the Manager. In the event any Authority monies have been disbursed for this purpose, the Manager shall immediately reimburse the Authority. The Authority may, in its sole discretion, elect to pay or reimburse the Manager for all or a portion of such expenses and/or costs if the Authority deems that to be in the best interests of the Authority or the community which it serves or to promote the public health, safety and/or welfare, and only upon written agreement between the Authority and the Manager, signed by each of the Parties.

18. **Budgets.** The Manager will prepare and submit annual operating budgets for the Properties in forms satisfactory to the Director of Finance, which budgets shall include but not be limited to the following: Current Year Final Budget Adopted; Current Year Expected Actual; Upcoming Year Budget Request; Detailed Descriptions for any

marginal deviations from Current Year; Detailed Descriptions for any Capital Expenditures for each Property; including Reserve Accounts where applicable; and Exhibit F described above. Except as permitted under Section 14(e) above, annual disbursements for operating expenses will not exceed the amount authorized by the approved budget without the prior written consent of the Authority. The Manager shall prepare a recommended operating budget for each fiscal year during the term of this Agreement, and shall submit to the Authority by March 1st of each year for the following fiscal year (July 1 to June 30). Additionally, the Manager shall prepare and submit to the Authority a budget for each fiscal year thereafter covering the period from July 1 through the next following June 30. Each year of the term the Authority will promptly inform the Manager of any changes incorporated in the approved budget, and the Manager will keep the Authority informed of any material anticipated deviation from the receipts or disbursements stated in the approved budget. The Manager may, upon the written request and after receipt of written approval of the Authority, make disbursements exceeding the budgeted allowances within the budgeted categories for the Properties.

19. Records and Reports. In addition to any requirements specified in the Administrative Plan or other provisions of this Agreement, the Manager will have the following responsibilities with respect to accounts and reports:

(a) The Manager will establish and maintain, on a modified accrual basis, a comprehensive system of records, books and accounts in a manner satisfactory to the Authority. All records, books and accounts will be subject to examination at reasonable hours by any authorized representative of the Authority. The Manager shall maintain the books and records in good condition and order and shall preserve the books and records for such time-period as the Authority would be legally required to preserve and maintain the books and records.

(b) The Manager will be subject to a quarterly review and an annual audit conducted by a firm of the Authority's choice. The Manager agrees to make available all applicable records to the Authority's auditors for annual review. The report will be prepared in accordance with generally accepted auditing standards. The audit report submitted by the audit firm will also be subject to a single audit at the Authority's discretion. The preparer's services will be an expense of the Authority.

(c) The Manager will furnish information as may be requested by the Authority from time to time with respect to the financial, physical or operational condition of the Properties, including, without limitation: (i) calculation and billing rent and other tenant charges; (ii) maintaining accounts receivable and delinquency records; (iii) maintaining rent rolls; (iv) processing and paying operating and capital invoices; (v) recording activity and comparing such activity to budgeted amounts; (vi) reconciling all expenditures; (vii) remitting excess funds to the Authority and requesting needed funds from the Authority; (viii) processing payroll for personnel employed in the discharge of this Agreement and in compliance with taxing authorities and other reporting requirements associated with payroll; and (ix) reports detailed in Exhibit I.

(d) By the 15th day of each month, the Manager will furnish the Authority with an itemized list of all delinquent accounts, including general operating accounts, as of the tenth day of the same month.

(e) The Manager shall submit to the Authority's Finance Director those reports set forth in Exhibit H on the periodic basis set forth in Exhibit H. Reports designated as "monthly" on Exhibit H shall be submitted by the 15th day of each month; reports designated as "quarterly" shall be submitted by the 15th day of every third month, and reports designated as "annual" shall be submitted at the end of the fiscal year or the end of the calendar year as set forth on Exhibit H. In explanation but not limitation of the foregoing, the monthly reports to be submitted include: a statement of receipts and disbursements during the previous month; a schedule of accounts receivable and payable; reconciled bank statements for all accounts maintained by the Manager on behalf of the Authority reflecting disbursements and deposit amounts as of the end of the previous month; a copy of general ledger account transactions and monthly aggregate utility consumption by utility; and such other matters relative to the management, operation, and maintenance of the Properties including actual income and expense balances compared to budgeted or expected results as required by the Finance Director of Authority. Additional reports may be requested throughout the year as the Authority deems necessary.

(f) On the 15th day of each month, the Manager will submit to the Authority the reports listed on Exhibit I attached hereto and incorporated herein by reference, to assist the Authority in determining compliance with that certain Stipulation for Entry of Judgment in case number Indio 51124 as consolidated with case numbers Indio 51143 and 51159 which has been provided to the Manager.

(g) Confidentiality. All books, records, operating statements, leases, and other material or information relevant to the operation or financial nature of the Properties shall be maintained in the strictest confidence and shall not be available to any employee or salesperson of any affiliate of Manager, nor to any other party without the prior written consent of the Authority or under compulsion of law (e.g., subpoena).

20. Fidelity Bond. The Manager will place the Properties on a master fidelity bond, which provides blanket coverage equal to two months gross rent potential. The bond will provide coverage for all principals and agents of the Manager and all persons who participate directly or indirectly in the management of the Properties and their assets, accounts and records. The premiums for such a bond will be paid and borne by the Manager. Specifically, coverage for the Manager, including all applicable persons in the Manager's employ, will be paid by the Manager, and coverage for the Authority's personnel, if applicable, will be paid by the Authority. Said fidelity bond shall be issued by a company which is reasonably acceptable to the Authority, and the Manager shall deliver to the Authority a copy of said fidelity bond upon execution by the Authority of this Agreement.

21. Bids, Discounts, Rebates or Commissions. The Authority and the Manager agree to adhere to the City of Palm Desert's purchasing policy procedures set for the in Ordinance No. 1392 of the City of Palm Desert, and any amendments thereto, when obtaining contract materials, supplies and services for the Properties and to secure and credit to the Properties all discounts, rebates and commissions obtainable with respect to purchases, service contracts and all other transactions on behalf of the Properties. The Manager agrees that no goods and services shall be purchased from individuals, related companies and companies having a financial or pecuniary interest (a "conflict-of-interest") with the Manager. All vendor accounts shall be opened in the Authority's name, upon prior written approval of the Authority.

The Manager will develop detailed scopes of work, materials, supplies, equipment and contractual services for any work or repair the cost of which may exceed \$15,000 for a single Unit or project. The Manager shall comply with the procedures set forth in Ordinance No. 1392 of the City of Palm Desert, and any amendments thereto, in connection with the purchase of any materials, supplies, equipment and contractual services to be paid for by the Authority under this Agreement.

Copies of all required bids and documentation of all other written or verbal cost comparisons made by the Manager shall be made part of the records of the Properties and shall be retained for three years from the date the work was completed or as required by the City of Palm Desert's Retention Policy. This documentation shall be subject to inspection by the Authority, or its designee and the Manager agrees to submit such documentation upon request. Further, the Manager shall annually submit a report to the Authority describing the outcome of all bidding procedures, which report shall include the names of all bidders and the amount of their bids and shall indicate to which bidder the contract was awarded.

The Manager agrees to make available to the Authority, when requested, all records of the Manager, which relate to the provision of goods or services to the Authority whenever funds from the Properties have been used to pay for such goods and/or services (other than management services).

22. Resident Services Program. The Manager will be responsible for carrying out any resident retention or social services program described in the Administrative Plan and any other program or service that may become available that are in the best interest of the residents or community to promote public health, public safety or tenant welfare.

23. Resident - Management Relations. The Manager will establish quarterly meetings with tenants at Properties containing 150 or more units to encourage and promote communication and tenants' initiatives.

24. Defense, Indemnity and Hold Harmless Agreement. Except for losses arising out of Manager's sole negligence, gross negligence, or willful misconduct, or covered by insurance required by section 25, the Manager and Authority agree that the Manager, and their respective officials, officers, employees, and agents including the

Manager (collectively “Indemnitees”) should, to the extent permitted by law, be fully protected against any loss, injury, damage, complaint, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the Manager’s performance of this Agreement. Accordingly, the provisions of this defense, indemnity and hold harmless provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Indemnitees. The Manager shall be named as an additional insured under Authority’s comprehensive liability policy covering the Properties. All obligations under this provision shall be paid by the Authority as they are incurred by the Manager. The Authority shall defend the Manager, and bear the expense thereof, with lawyers approved by the Manager, such approval which shall not be unreasonably withheld.

25. Professional Services Insurance Requirements.

(a) The Manager shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that it has secured all insurance required under this Section. In addition, the Manager shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Authority that the subcontractor has secured all insurance required under this section.

(b) Automobile Liability Insurance. The Manager shall maintain automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Manager arising out of or in connection with Work to be performed under this Agreement, including \$1,000,000 combined single limit for each accident including coverage for any owned, hired, non-owned or rented vehicles.

(c) Professional Liability (Errors & Omissions). The Manager shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$2,000,000 per claim and policy shall not exclude discrimination, fair housing, American with Disabilities act, and sexual molestation violations. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and the Manager agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(d) Workers’ Compensation/Employers’ Liability Insurance. The Manager shall procure and maintain Workers’ Compensation insurance complying with California workers’ compensation laws, including statutory limits for workers’

compensation and an Employer's liability limit of \$1,000,000 per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the Authority, the Successor Agency to the Palm Desert Redevelopment Agency, the City of Palm Desert, and their respective officials, officers, employees, volunteers, and agents.

(e) Fidelity Coverage. Consultant shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

(f) Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss, which shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of technology products (software) required under the contract for consultant to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services.

(g) Employment Practices Liability. The Manager shall maintain employment practices liability insurance in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate.

(h) Evidence of Insurance. The Manager shall provide evidence of the insurance required herein, satisfactory to the Authority, consisting of certificate(s) of insurance evidencing all of the coverages required by this Agreement. In addition, the Manager agrees to provide complete copies of all policies of insurance to the Authority annually or upon request. The Certificate(s) shall reflect that the insurer will provide 30-days notice of any cancellation or modification of coverage to the Additional Insureds, per the terms of the policy. The Manager agrees to require its insurer to modify the certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the Authority or its operations shall limit the application of such insurance coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf and are to be provided on standard ISO forms noted above. All endorsements are to be received and approved by the Risk Manager prior to the commencement of work.

(h) No Limitation on other Insurance. Requirements of specific coverage features or limits contained in this Section 25 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(i) Subrogation. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit the Manager, its employees, or agents, from waiving the right of subrogation prior to a loss. The Manager hereby waives all rights of subrogation against the Authority, the Successor Agency to the Palm Desert Redevelopment Agency, and the City of Palm Desert.

(j) Authority's Right to Purchase Replacement Insurance. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by the Manager.

(k) Proof of Insurance. The Manager shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished not more than 72 hours after the expiration of the coverage(s). Any actual or alleged failure on the part of the Authority or any other of the Additional Insureds under these requirements to request or obtain proof of insurance required under this Agreement in no way waives any right or remedy of the Authority or any other of the Additional Insureds, in this or any other regard.

(l) Subcontractor Proof of Insurance.

(i) Subcontractors Performing Recurring Work or Work in Excess of \$2,500. The Manager shall require all subcontractors or other parties which provide (i) recurring services to the Properties, or (ii) services in excess of \$2,500 in a six month Period (a "Major Subcontractor") to the Properties to provide the same minimum insurance coverage required of the Manager and Workers Compensation insurance to conform with the requirements of this section. The Manager agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. The Manager agrees that upon request, all agreements with Major Subcontractor, or others with whom the Manager contracts with on behalf of the Authority, will be submitted to the Authority for review. For purposes of this Section a contractor or party hired for the work shall be deemed to be performing "recurring work" in the event that contractor or party hired performs in excess of a single segregated or discrete project in any six-month period. The Manager agrees to obtain certificates evidencing such coverage and to make reasonable efforts to ensure

that such coverage is provided as required herein. Failure of the Authority to request copies of such agreements will not impose any liability on or constitute waiver by the Authority of its rights hereunder. The Manager agrees to require that no contract used by any Major Subcontractor, or contracts the Manager enters into on behalf of the Authority, will reserve the right to charge back to the Authority the cost of insurance required by this Agreement.

(ii) Subcontractors Performing Nonrecurring Work or Work Less Than or Equal to \$2,500. The Manager shall require all subcontractors or other parties which provide (i) nonrecurring services to the Properties, and (ii) services in an amount not to exceed \$2,500 in a six-month Period (a "Nonrecurring Subcontractor") to provide Commercial General Liability insurance in the amounts set forth below and Workers Compensation insurance to conform with the requirements of this section. For purposes of Section 25, a contractor or party hired for the work shall be deemed to be providing "nonrecurring work," so long as that contractor or party hired for the work does not perform more than a single segregated or discrete project in a six-month period. In the event a Nonrecurring Subcontractor performs more than a single discrete project in a six-month period or work exceeding \$2,500 in value, that Nonrecurring Subcontractor shall lose its status as a "Nonrecurring Subcontractor" and shall be automatically deemed a "Major Subcontractor". The liability limits for Nonrecurring Subcontractors shall provide no less than \$500,000 per occurrence for all coverages and \$500,000 in the general aggregate. The Manager agrees to verify such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. The Manager agrees to require that no contract used by any Nonrecurring Subcontractor, or contracts the Manager enters into on behalf of the Authority, will reserve the right to charge back to the Authority the cost of insurance required by this Agreement. The Manager agrees that upon request, all agreements with Nonrecurring Subcontractors, or others with whom the Manager contracts on behalf of the Authority, will be submitted to the Authority for review. Failure of the Authority to request copies of such agreements will not impose any liability on the Authority nor constitute a waiver of the rights of the Authority hereunder.

26. Compliance With Governmental Orders. The Manager will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Properties, whether imposed by federal, state, county or municipal authority. Notwithstanding the foregoing, the Manager shall take no such action so long as the Authority is contesting, or has affirmed its intention to contest, any such order or requirement. The Manager will notify the Authority in writing of all notices of such orders or other requirements as soon as possible from the time of their receipt.

27. Manager's Compensation. The Manager will be compensated for its services under this Agreement by monthly management fees. Such fees will be payable on the first day of each month, in arrears, for the services provided in the prior month for the term of this Agreement. For the purpose of this Section, the term 'occupied units' shall include those Units which are currently leased, on notice to vacate, or temporarily vacant due to a move out. For the avoidance of doubt 'occupied units' shall not include

units occupied by the Manager's management staff pursuant to Section 3(f). The Management Fee ("Fee") shall be calculated monthly according to the following schedule:

(a) In the case of occupied units, each such monthly fee shall be in the amount of \$63.00 per Unit per month commencing on July 1, 2025, and an increase of 3% commencing on July 1, 2027, and biannually every January 1st thereafter for the remainder of the Term of this Agreement including contract extensions, if any); except as follows:

(i) For Units where a Notice of Termination of Tenancy ("Notice") was provided by the tenant as required (30 calendar day notice) and a Unit remains vacant for 30 calendar days or more, the Manager will not be entitled to the monthly fee, except in those circumstances where the vacancy is the result of the Authority's leasing process for affordable Units.

(ii) For Units where no Notice was given, the tenant chose to 'quit' or the tenant skipped, and a Unit remains vacant for 45 calendar days or more, the Manager will not be entitled to the monthly fee.

(b) In the case of unoccupied Units (except those Units described in Section 27(c-e) below), each such monthly fee shall be as follows:

(i) \$63.00 per Unit per month for the first four months for Units that have been determined, in the Authority's sole and absolute discretion, to be 'unrentable' or 'down' due to physical condition or damage. Unless otherwise determined by the Authority, the Manager is expected to repair said Units within the four months. If the Manager fails to repair units within the given time, no fee will be paid until the unit is available for occupancy.

(ii) No Fee will be paid for Units that are unrentable or down due to action or inaction by the Manager.

(c) In the case of Units that are newly constructed or newly renovated which will be added to Exhibit A, the Fee shall be \$10 per Unit per month commencing at such time as the construction/renovation has reached 90% completion as determined by the contractor's billing until Certificate of Occupancy, in the case of new Units, or Certificate of Completion, in the case of renovated Units, is issued.

(d) In the case of Units which were 'down', as described in Section 27(b)(i) and direction has been given to the Manager by the Authority not to repair said Units, commencing with the fifth month, the Fee shall be reduced to \$20 per Unit per month until the Manager is no longer responsible for said Units.

(e) Except as otherwise expressly provided in this Agreement, all employees not identified in Exhibit F and other overhead expenses of the Manager (including but not limited to costs of office supplies and equipment, postage,

transportation, travel expenses for managerial personnel and telephone services) will be borne by the Manager. All services for management, accounting, and reporting, with exception of the Authority's requested annual audit, shall be borne by the Manager.

In addition to the Management Fee, the site employees for the Properties shall be paid based on the Employee Salaries listed on Exhibit F attached hereto and incorporated herein by this reference.

28. Termination.

(a) Authority Termination for Convenience. Authority may terminate this Agreement for convenience (a "Termination for Convenience") by giving not less than 180 days written notice of termination. The notice of termination shall specify that the termination is for the convenience of the Authority. Upon a Termination for Convenience, the Authority shall continue to pay the Manager for all work performed up to the date of the Termination for Convenience. The Manager shall be compensated only for those services that have been satisfactorily rendered to the Authority until the date of the Termination for Convenience, and the Manager shall be entitled to no further compensation. Authority shall not be liable for any post-termination costs, lost profits, or other alleged damages resulting from a Termination for Convenience.

(b) Termination For Cause: Either Party may terminate this Agreement with cause (a "Termination for Cause") by giving written notice to the other Party not less than 90 days prior to the date of Termination for Cause. Any such written notice for cause shall specify the default or cause for termination. If the default or cause for termination specified has not been cured within 21 days of receipt of the notice, this Agreement shall terminate on the date of termination set forth in the notice. Upon termination, the Manager shall be compensated only for those services that have been satisfactorily rendered to the Authority until the date of the Termination for Cause, and the Manager shall be entitled to no further compensation.

(c) Termination at End of Term/Extension: At least ninety (90) days prior to the automatic termination of this Agreement (the "Negotiation Period"), and unless either Party has given timely notice under this Section prior thereto, the Parties shall initiate negotiations for a new agreement for Property Management Services and use best efforts and engage in good faith negotiations to finalize such agreement and obtain final approval thereof prior to the automatic termination of this Agreement. In the event such good faith efforts are not completed before the expiration of the Term, or in the event either Party gives notice to the other during the Negotiation Period of its decision not to enter into a further term, this Agreement may be extended for not more than ninety (90) days after the giving of such notice or June 30, 2030, whichever is later, upon the written authorization of the Executive Director of the Authority. Good faith negotiations may include an extension of this Agreement up to an additional forty-eight (48) months provided that any such extension shall require the authorization of the Authority Board and shall be in writing, as an Amendment to this Agreement, signed by both Parties.

Nothing herein shall prevent the Housing Authority Board from electing to issue a Request for Proposal for Property Management Services in lieu of negotiating with Manager.

(d) Bankruptcy. In the event that a petition in bankruptcy is filed by either of the Parties, or in the event that either Party makes an assignment for the benefit of creditors to take advantage of any insolvency act, this Agreement shall automatically terminate.

(e) Sale of Properties. This Agreement shall automatically terminate, upon the sale of the Properties, or as to any Property, on the sale of such Property, except that, this provision shall not apply in the event of a sale, transfer, or re-conveyance by and between the former Palm Desert Redevelopment Agency, the Authority, the Successor Agency to the Palm Desert Redevelopment Agency, the City of Palm Desert, and/or any related or successor agency or entity.

(f) Addition of Properties. In the event the Authority adds a property to its operations portfolio, the Manager and Authority's designee may agree in writing to amend Exhibit A for the inclusion of said property. Such amendment shall be subject to the terms and conditions herein from the effective date of the amendment.

(g) Exchange of Documents. Upon termination of this Agreement, the Manager will submit to the Authority any financial statements requested by the Authority and, after the Parties have accounted to each other with respect to all matters outstanding as of the date of termination, the Authority will furnish the Manager security in form and principal amount satisfactory to the Manager against any obligations or liabilities which the Manager may properly have incurred on behalf of the Authority hereunder. All of the cash trust accounts, investments, equipment and records for the Properties will be turned over to the Authority within 30 days of the date this Agreement is terminated. The Parties hereby covenant and agree that the Authority shall own the books and records for the Properties and that the Manager shall hold the books and records for the Properties for the benefit of the Authority for an agreed upon period at the time of termination.

29. Manager's Indemnification. Subject to the Manager's indemnification obligations hereunder as set forth in Section 24, the Parties understand and agree:

(a) That the Authority has assumed and will maintain its responsibility and obligation through the Term of this Agreement for the finances and the financial marketability of the Properties; and

(b) That the Manager shall have no obligation, responsibility or liability to fund authorized costs, expenses, or accounts other than those funds generated by the Properties themselves or provided to the Properties or to the Manager by the Authority. In accordance with the foregoing, the Authority agrees that the Manager shall have the right at all times to withdraw payment of its compensation, as provided for under Section 27 of this Agreement, from the General Operating account or accounts, immediately when such compensation is due and without regard to other property obligations or expenses

conditioned on the Manager having satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, the Authority hereby indemnifies the Manager and agrees to hold it harmless with respect to costs, expenses, accounts, liabilities and obligations of the Properties during the Term of this Agreement and further agrees to guarantee to the Manager the payment of its compensation under Section 27 of this Agreement during the Term of this Agreement to the extent that the Operating and Maintenance Account for the Properties are insufficiently funded for this purpose. Failure of the Authority at any time to abide by and to fulfill the foregoing shall be a breach of this Agreement entitling the Manager to obtain from the Authority, upon demand, full payment of all compensation owed to the Manager through the date of such breach.

30. Prohibition Against Assignment and Subcontracting Management Services. The Manager shall not assign this Agreement or subcontract any management or other services, without the express prior written consent of the Authority.

31. Notices. Except as otherwise provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party shall be given in writing. All such notices or other communications shall be deemed duly served and given when personally delivered to the Party to whom they are so directed, or in lieu of personal service when deposited in the United States mail, first-class postage prepaid, addressed to the respective Party as set forth below:

To the Authority:

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260
Attention: Housing Manager

To the Manager:

National Community Renaissance
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
Attention: Michael Ruane, President

Either Party may change its address for the purpose of this Section 31 by giving written notice of the change to the other Party in the manner provided in this Section.

32. General Provisions.

(a) Binding on Successors and Assigns. At all times, this Agreement will inure to the benefit of and constitute a binding obligation upon the Parties and their respective successors and assigns.

(b) Entire Agreement and Allowable Changes. This Agreement (including the Addendum) constitutes the entire Agreement between the Authority and the Manager with respect to the management and operation of the Properties, and all prior agreements between the Authority and the Manager regarding the subject matter of this Agreement (including the Addendum) are hereby superseded and replaced. Changes hereto must be made by supplemental written agreement signed by the Parties. Exhibits hereto may be amended as necessary by the written agreement of the Parties.

(c) Attorneys' Fees. If any litigation is commenced between the Parties concerning the Properties, this Agreement, or the rights and duties of either Party with respect to this Agreement, the Party prevailing in the litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to reasonable attorneys' fees and costs.

(d) Ambiguities. Each Party and their counsel have participated fully in the drafting of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

(e) Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

(f) Approval by Authority. Whenever a provision of this Agreement requires the delivery of documents or reports, notifications, determinations, reimbursements or requests for funding, review, authorization or approval of the Authority, such approval may be given by the Executive Director of the Authority or his/her designee, unless Authority Board action is specified in this Agreement.

(g) Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

IN WITNESS THEREOF, the Parties have executed this Agreement on the date first above written.

AUTHORITY:

PALM DESERT HOUSING AUTHORITY,
a public body, corporate and politic

MANAGER:

NATIONAL COMMUNITY
RENAISSANCE, a California Nonprofit
Corporation

By: _____
Jan Harnik, Chairperson

By: _____

ATTEST:

_____,
Anthony J. Mejia, Secretary

Title: _____

By: _____

APPROVED AS TO FORM:

Title: _____

Special Counsel

EXHIBIT A
(PROPERTIES)

PALM DESERT HOUSING AUTHORITY
AFFORDABLE HOUSING UNITS

Multi-Family Apartment Properties							
Property	Address	Studio	1 Bedroom	2 Bedroom	Total Units	Amenities	
1	California Villas	77-107 California Dr	0	140	1	141	Resident Service Building, Computer Room with Internet Access, Pool, Spa and Laundry Facility
2	Desert Pointe	43-805 Monterey Ave	34	24	6	64	Pool, Children's Play Area, Laundry Facilities, and Assigned Covered Parking
3	Laguna Palm	73-875 Santa Rosa Way	4	18	26	48	Pool, Laundry Facility, and Community Courtyard
4	Neighbors	73-535 Santa Rosa Way	0	0	24	24	Pool, Laundry Facility, and Covered Parking
5	One Quail Place	72-600 Fred Waring Drive	0	156	228	384	Gated Community, 4 Pools, 4 Spas, 4 Tennis Courts, Basketball Courts, Tennis Courts, Community Courtyard with Picnic Area, Children's Play Area, Resident Library, 4 Laundry Facilities, and Assigned Covered Parking
6	Palm Village	73-650 Santa Rosa Way	0	0	36	36	Laundry Facility and Covered Parking
7	Santa Rosa	73-625 Santa Rosa Way	0	0	20	20	Laundry Facility and Covered Parking
8	Taos Palms	44-830 Las Palmas Ave	0	0	16	16	Gated Community, Pool, and Laundry Facility
Senior Apartment Properties							
9	Candlewood	74-000 Shadow Mountain	0	26	4	30	Pool, Spa, Laundry Facility, Assigned Covered Parking, and Shared Community Room
10	Carlos Ortega Villas	77-915 Avenue of the States	0	72	1	73	Community Clubhouse, Computer Room with Internet Access, Pool with ADA Access, Laundry Facility, and Covered Parking
11	Catalina Gardens	73-600A Catalina Way	48	24	0	72	Pool, Laundry Facility, Assigned Covered Parking, and Community Room
12	La Rocca Villas	42-135 Golden Eagle Lane	0	27	0	27	Laundry Facility, Resident Service Building, Assigned Covered Parking, Resident Service Building, ADA Accessibility.
13	Las Serenas	73-315 Country Club Dr	0	150	0	150	Community Clubhouse, Computer Room with Internet Access, 3 Pools, 1 Spa, and Assigned Covered Parking.
14	Pueblos	73-695 Santa Rosa Way	0	15	0	15	Pool, Adjacent Community/Resident Services Building, Laundry Facility, and Assigned Covered Parking
15	Sage Crest Senior	73-811 Santa Rosa Way	0	14	0	14	Assigned Covered Carport Parking, Community Courtyard, and Elevator

EXHIBIT B

[intentionally omitted]

EXHIBIT C

MANAGEMENT OFFICES

Location of Management Offices

One Quail Place

(located in management office)

Las Serenas

(located in management office)

Catalina Gardens

(located in management office)

Desert Pointe

(located in management office)

California Villas

(located in management office)

Laguna Palms

(located in management office)

Carlos Ortega Villas

(located in management office)

Locations Managed

One Quail Place

Las Serenas and La Rocca Villas

Catalina Gardens, The Pueblos, Candlewood Apartments, and Sagecrest Senior

Desert Pointe, Taos Palms and Neighbors Apartments

California Villas

Carlos Ortega Villas

Laguna Palms and Palm Village Apartments

EXHIBIT D

DEPOSIT ACCOUNTS

The following security deposit accounts shall be maintained by the Manager for the benefit of the Authority:

TO BE PROVIDED BY THE CITY'S FINANCE DEPARTEMENT.

The following operating deposit accounts shall be maintained by the Manager for the benefit of the Authority:

TO BE PROVIDED BY THE CITY'S FINANCE DEPARTEMENT.

EXHIBIT E

NON-COLLUSIVE AFFIDAVIT FORM

AFFIDAVIT

State of California)
)ss.
County of Riverside)

_____, being first duly sworn, deposes and says:

That he is _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant, or of any other bidder or to fix any overhead profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the _____ or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of Person Making Affidavit:

Subscribed and sworn to me this _____ day of _____, 20__

My commission expires _____, 20__

Notary Public Signature: _____

Official Seal:

EXHIBIT F

PROPERTY STAFFING & SALARY RANGES

To be provided annually with the property budgets.

EXHIBIT G

PERFORMANCE CRITERIA

1. **PROPERTY PORTFOLIO NET OPERATING INCOME COMPARISON**
 - a. Current Budget Year: July - June
 - b. Budgeted vs. Actual = Variance
 - c. Vacancy Rate Analysis

2. **RESPONSE TO RESIDENT COMPLAINTS**
 - a. Response to service requests/turnaround time
 - b. Response to resident complaints and concerns - monthly meetings
 - c. Response to resident complaints and concerns at site office

3. **COMPLIANCE WITH AGREEMENT**
 - a. Define any notable gross disparities from the Agreement on the following:
 - i. Report preparation and submittal promptness
 - ii. Responsiveness to Authority requests
 - iii. Method of accounting

4. **CAPITAL IMPROVEMENTS SCHEDULE**
 - a. Deferred Capital Improvement Schedule
 - b. Capital Improvement Program
 - c. Maintenance and general appearance of properties

5. **OPERATIONS**
 - a. Operational procedures to be audited:
 - i. Compliance with Stipulation
 - ii. Compliance with all laws including those related to property management, Fair Housing, and housing authorities
 - iii. Recertification
 - iv. Internal controls
 - v. Contract controls

6. **ACCOUNTING AUDIT**
 - a. Review of Annual Audit Findings
 - b. Quarterly Audits

7. **AFFORDABLE HOUSING PROGRAM**
 - a. Housing Authority goals
 - b. Management Company goals

- c. Program implementation
- d. Compliance with local, state, and Federal regulations
- e. Tenant Household Income Analysis

8. **RESIDENT RELATIONS**

- a. Review summary responses of any resident surveys
- b. Establishment of Tenant Exit Survey

9. **GENERAL**

- a. General overview of previous operational year

EXHIBIT H

LIST OF FINANCIAL REPORTS REQUIRED

Monthly Reports

1. Payroll register and invoices (may be submitted after every payroll or monthly).
2. Management Fee Report that includes Vacancies/Current Rental Activity submitted with invoice.
3. Disbursement/Expense Journals for each check run.
4. General Ledgers for all Properties.
5. Check Registers for all Properties.
6. Monthly Bank Reconciliations with Outstanding Check Registers.
7. Balance Sheets and/or Trial Balances for all Properties.
8. Rent Rolls for all Properties.
9. Delinquent A/R for all Properties.
10. Prepaid Listing for all Properties.
11. Income Statements with Monthly Budget Variance as well as Annual Variance.
12. Monthly Adjusting Journals.
13. Cash Receipts Journals.

Quarterly Reports

1. Security Deposit List for all Properties (If not included in the monthly rent roll)
2. Status Report on Items over 90 days (Requests to the Board for write offs, etc.)

**Annual Reports Required
At Fiscal Year End:**

1. Schedule of Accounts Payable
2. Schedule of Accounts Receivable
3. Inventory of all Agency and Authority personal property and readily removable fixtures attached to the Properties.
4. Preliminary sets of Monthly closing reports, when requested.
5. Once audited, Final Set of all June Closing Reports
6. Schedule of Security Deposits Matching the Cash Held
7. The Report described in Section 21

At Calendar Year End:

1. Copies of the transmittals for Federal Reporting Requirements for W-2's and 1099's

Analytical Reports:

1. Upon request of the Authority, reports analyzing various information required in the above Financial Reports (May include summaries of all properties and/or multi-year information).

EXHIBIT I

Leasing Reports:

1. Monthly Occupancy and Average Rent Statement
2. Monthly Net Operating Income Statement
3. Replacement Lists maintained continuously due at least once annually on June 30.
4. Resident Demographics Report
5. Service Request and Serious Complaints
6. Other reports as requested or as necessary to perform the requirements of the Agreement.

EXHIBIT J

On-going services requiring written cost estimates will adhere to the City of Palm Desert's purchasing policy procedures set for the in Ordinance No. 1392 of the City of Palm Desert, and any amendments thereto as required in Section 21 of the Management Agreement as well as for services listed below:

1. Landscape Contracts
 - a. Monthly Services
 - b. Annual Services including tree trimming, overseeding, and perennial flowers
2. Pest Control
3. Pool Services
4. Replacement Carpet and Vinyl
5. Laundry Services
7. Air Conditioning/Heating Unit Servicing, Cleaning, and Replacement Services
8. Carpet Cleaning
9. Flooring and Housekeeping Cleaning Services
10. Environmental Testing and Cleaning Services
11. Moving Company Services
12. Golf Cart Repair and Maintenance Services
13. Courtesy Patrol Services
14. Towing Services
15. Solar Maintenance Services
16. Elevator Maintenance Services

EXHIBIT K

NON-EXCLUSIVE LIST OF REQUIRED AND PERMISSIVE BACKGROUND CHECK INFORMATION BY TYPE OF FUNDING

Source of Information	Information	Federal Funds Involved		Federal Funds Not Involved	
		Investigation	Disclosure & Consent	Investigation	Disclosure & Consent
Law Enforcement Agencies	Illegal Drug Use	Required	Housing Authority must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Drug use that Interferes with Health & Safety of Others	Required	Housing Authority must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Sex Offenses	Required	Housing Authority must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	"Serious" crimes <ul style="list-style-type: none"> • Murder, mayhem, rape, burglary • Hate crimes • Offenses such as firearms, explosives • Felonies involving drugs, alcohol • Domestic Violence 	Required	Housing Authority must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Juvenile Records	Prohibited	N/A	Prohibited	N/A
	Arrests Not Resulting in Conviction	Prohibited	N/A	Prohibited	N/A
State / Federal Government	Social Security Numbers	Required	Housing Authority must require & applicant must consent	May obtain	Application must indicate disclosure is voluntary
	Citizenship / Residency	Required	Housing Authority must require &	Prohibited	N/A. But if Housing Authority has

			applicant must consent		unsolicited evidence that applicant is undocumented, it must reject the application.
	Income / Family composition & tax info, to verify eligibility	Required	Housing Authority must require & applicant must consent	Required	Housing Authority must require & applicant must consent.
Credit Agencies	Investigative Consumer Report <ul style="list-style-type: none"> • Credit History • Character • Reputation • Personal Characteristics • Mode of Living 	May Obtain	Housing Authority must notify applicant	May Obtain	Housing Authority must notify applicant
	<ul style="list-style-type: none"> • Convictions • Civil Actions • Tax Liens • Outstanding Judgements 	May Obtain but only if credit agency has verified information with 30 days of disclosure	Housing Authority must notify applicant	May Obtain but only if credit agency has verified information with 30 days of disclosure	Housing Authority must notify applicant
	<ul style="list-style-type: none"> • Bankruptcies more than 10 years prior • Civil judgement more than 7 years old 	Prohibited	N/A	Prohibited	N/A
Public Records Obtained from Other Sources; Interviews with Neighbors, Friends & Associates	Relevant background information <ul style="list-style-type: none"> • Creditworthiness • Credit Standing • Credit Capacity • Civil Actions • Convictions • Tax Liens • Outstanding Judgements • Character 	May Obtain	Must notify applicant, if basis for denial. Consent recommended.	May Obtain	Must notify applicant, if basis for denial. Consent recommended.

	<ul style="list-style-type: none"> • General Reputation • Personal Characteristics • Mode of Living 				
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In addition to credit reporting agencies, background check information may be obtained from Westlaw, Lexis, DataQuick, Merlin, Choice Point, and similar reputable resources.

SAMPLE CONSENT BY APPLICANT

“I understand that the Housing Authority or its agent will perform a background check as a part of determining eligibility, including but not limited to obtaining information concerning my employment, credit history, benefits, income, assets, and criminal history, and by my signature below, I hereby authorize the Housing Authority or its agent to do so.”“I certify that the statements on this application are true and complete to the best of my knowledge and belief and I understand that they will be verified. I understand that any false statements made on this application or failure to make any required disclosures may cause me to be disqualified from initial or continuing eligibility for housing assistance and may result in eviction. I further understand that I am under a continuing obligation to inform the Housing Authority or its agent of any changes to any of the information provided in this Application, and that failure to promptly inform the Housing Authority or its agent of any changes may cause me to be disqualified from initial or continuing eligibility for housing assistance and may result in eviction.”

**MANAGEMENT TRANSITION ADDENDUM TO
AGREEMENT FOR PROPERTY MANAGEMENT SERVICES**

THIS ADDENDUM TO AGREEMENT FOR PROPERTY MANAGEMENT SERVICES (this “**Addendum**”), dated as of February 27, 2025, is attached to and made part of the foregoing Agreement for Property Management Services (the “**Agreement**”) entered into as of even date herewith by and between the PALM DESERT HOUSING AUTHORITY, a public body, corporate and politic (the “**Authority**” or “**PDHA**”), and National Community Renaissance, LLC, a California Nonprofit Corporation (the “**National CORE**”), and supplements the Agreement as follows:

1. To enable a smooth transition of property management responsibilities from current provider Falkenberg/Gilliam and Associates (“**Current Manager**”), the current property manager, to National CORE, the Parties hereby enter into this Addendum to allow National CORE to complete the following tasks prior to the Effective Date of the Agreement (i.e., July 1, 2025), during the period beginning the date of execution of this Addendum, and ending June 30, 2025 (collectively, the “**Transition Period**”):
 - a. Personnel Evaluation: Meet and evaluate all the current office and maintenance staff for the Properties (as defined in the Agreement); gather all necessary information regarding existing issues at the Properties requiring the attention of National CORE; conduct background checks of Current Manager staff who will be seeking employment with National CORE at the Properties, in accordance with state and federal law; and, at the discretion of National CORE and with the approval of PDHA pursuant to Section 16(a) of the Agreement, hire any current provider employees currently working at the Properties to serve as National CORE employees.
 - b. Cross Training: Conduct thorough training of all Current Manager employees who will be hired as National CORE employees on all applicable National CORE policies and procedures, including without limitation on the use of software tools and work order tablets.
 - c. Assistant Regional Supervisor: Allow the National CORE Regional Supervisor, along with the National CORE Assistant Regional Supervisor, or other National CORE management staff in charge of overseeing National CORE operations at the Properties, to walk all Properties, and meet with all PDHA staff members working onsite at the Properties.
 - d. Meetings: Participate in weekly property management meetings with PDHA and Current Manager, and monthly City of Palm Desert Housing Commission meetings.
 - e. Deep Knowledge: Familiarize the National CORE Regional Supervisor and National CORE Assistant Regional Supervisor on all current and upcoming projects and maintenance items for each Property, and all resident-related issues (including, without limitation, legal suits brought by tenants or former tenants) that are in process.

- f. Staff Onboarding: Onboard all staff members through National CORE human resource programs, including, without limitation, with respect to payroll, benefits, health and dental insurance programs.
 - g. PDHA Systems: Set up PDHA management and operations systems, including without limitation with respect to accounting, finance, occupancy, resident relations, maintenance, computer systems, and tablet training for all maintenance staff.
2. As compensation for National CORE's work during the Transition Period, the Authority shall, in total, pay the sum of Ten and No/100 Dollars (\$10).
 3. If National CORE or any of its agents, employees, consultants, contractors or subcontractors enter the Properties during the Transition Period, then such entry shall be subject to all of National CORE's obligations regarding indemnity and insurance under the Agreement. Anything herein to the contrary notwithstanding, neither National CORE nor any of its approved contractors shall be permitted to access the Properties, or any part thereof, during the Transition Period unless and until National CORE has provided to PDHA the necessary insurance certificate(s) evidencing that National CORE has procured and is maintaining the insurance policies and coverages required to be maintained by National CORE pursuant to the terms of this Addendum.

[Signature Page to Follow]

THIS ADDENDUM was entered the 27th day of February, 2025.

Authority:

PALM DESERT HOUSING AUTHORITY,
a public body, corporate and politic

Manager:

NATIONAL COMMUNITY
RENAISSANCE, a California Nonprofit
Corporation

By: _____,
Jan Harnik, Chairperson

By: _____

ATTEST:

Title: _____

_____,
Anthony J. Mejia, Secretary

By: _____

APPROVED AS TO FORM:

Title: _____

Special Counsel

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Cesar Lopez, Associate Engineer
Richard D. Cannone, AICP, Director of Development Services

SUBJECT: ALPHA HOLDINGS - ACCEPT PUBLIC IMPROVEMENTS AND RELEASE
RELATED BONDS, AND ACCEPT A MAINTENANCE BOND

RECOMMENDATION:

1. Accept public improvements for Alpha Holdings.
2. Release the following bonds:
 - a Faithful Performance Bond in the amount of \$64,723.00
 - b Labor and Materials Bond in the amount of \$32,361.60
 - c Grading Bond in the amount of \$61,139.00.
3. Accept the Maintenance Bond in the amount of \$6,500.00

BACKGROUND/ANALYSIS:

On September 15, 2020, the Planning Commission approved Resolution No. 2780, approving a Precise Plan (PP19-0010) for an 18,434-square-foot, two-story light industrial building on a 1.21-acre property at 73725 Dinah Shore Drive. Per the resolution, bonds for public improvements were required before the issuance of the grading permit (PG21-0010). The following bonds were submitted at the time of grading approval:

- Public Improvements:
 - \$64,723.00 for Faithful Performance
 - \$32,361.60 for Labor & Materials
- Grading:
 - \$61,139.00

On January 9, 2025, the Public Works Department confirmed the completion of all public improvements. The Engineer of Record also submitted a Letter of Certification verifying compliance. Project requirements are documented in the approved grading plan (PG21-0010) and the Engineer's Estimate. A Record Drawing of the improvements is on file with the Development Services Department.

Per Palm Desert Municipal Code Section 26.28.140, a 10% Maintenance Bond is required for one year after completion. The developer has submitted a \$6,500.00 bond for this purpose.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

With the approval of this action, the City of Palm Desert will be responsible for the maintenance of public improvements, including streets, storm drains, and sidewalks. Costs to maintain these improvements are estimated to be approximately \$729 annually.

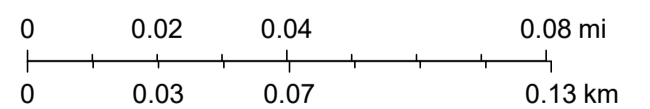
ATTACHMENTS:

1. Vicinity Map
2. Faithful Performance and Labor and Material Bonds
3. Grading Bond
4. Receipt for Maintenance Bond

Vicinity Map



1:2,257



GRADING ONLY AGREEMENT

DATE OF AGREEMENT: January 31, 2023.

NAME OF OWNER/DEVELOPER Alpha Holdings
(referred to as "GRADER")

PROPERTY (MAP AND PARCEL NO.): PM 24255 , Lot #12 No. of Lots: 1
(referred to as "PROPERTY")

GRADING PLANS APPROVED ON: 01.10.23
(referred to as "GRADING PLANS")

ESTIMATED TOTAL COST OF GRADING: \$ 61,139.00.

SURETY:
BOND NOS: 100719382
SURETY: American Contractors Indemnity Company

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. NA
FINANCIAL INSTITUTION: NA

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: NA
FINANCIAL INSTITUTION: NA

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the GRADER.

RECITALS

A. In consideration of the approval of the Grading Plans for the PROPERTY by the City Council, GRADER desires to enter into this Agreement, whereby GRADER promises to complete, at GRADER's own expense, all the grading work required by CITY in connection with the proposed PROPERTY. GRADER has secured this Agreement by grading security required by the City and approved by the City Attorney.

B. GRADING PLANS for the grading of the PROPERTY have been prepared by GRADER and approved by the City Engineer. The GRADING PLANS numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the GRADING PLANS shall include reference to any specifications for the improvements as approved by the City Engineer.

C. An estimate of the cost for grading and performing land development work in connection with the grading according to the GRADING PLANS has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

D. CITY has adopted standards for the grading of property within the CITY. The GRADING PLANS have been prepared in conformance with CITY standards in effect on the date of the approval.

E. GRADER recognizes that CITY and adjacent properties may be damaged by GRADER's failure to perform its obligations to complete approved grading by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by GRADER.

NOW, THEREFORE, in consideration of the approval by the City of the GRADING PLANS, GRADER and CITY agree as follows:

(1) GRADER's Obligation to Complete Grading.

GRADER shall:

(a) Complete at GRADER's own expense, all the grading required by the Approval in conformance with approved GRADING PLANS within one year from date of execution of this Agreement; provided however, that the grading shall not be deemed to be completed until approved by City Engineer as provided in Section 4 herein.

(2) Security.

GRADER shall at all times guarantee GRADER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the CITY on forms approved by CITY for the purposes and in the amounts as follows:

(a) to assure faithful performance of this Agreement in regard to said grading in an amount of 25% of the estimated cost of the grading.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

(3) Alterations to GRADING PLANS.

(a) Any changes, alterations or additions to the GRADING PLANS not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and GRADER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, GRADER shall provide grading security for faithful performance as required by Section (3) of this Agreement for twenty-five percent (25%) of the total estimated cost of the grading as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.

(b) The GRADER shall complete the grading in accordance with CITY standards in effect at the time of approval of GRADING PLANS. CITY reserves the right to modify the standards applicable to the PROPERTY and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If GRADER requests and is granted an extension of time for completion of the grading, CITY may apply the standards in effect at the time of the extension.

(4) Inspection. GRADER shall at all times maintain proper facilities and safe access for inspection of the grading by CITY inspectors. Upon completion of the work, GRADER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the grading. When applicable law requires an inspection to be made by City at a particular stage of the grading, CITY shall be given

timely notice of GRADER's readiness for such inspection and GRADER shall not proceed with additional work until the inspection has been made and the work approved. GRADER shall bear all costs of inspection and certification.

(5) Release of Securities. The securities required by this Agreement shall be released as following:

(a) Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and approved of the act or work.

(6) Injury to Public Improvements, Public Property or Public Utilities Facilities. GRADER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or property monuments which are destroyed or damaged as a result of any work under this Agreement. GRADER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

(7) Permits. GRADER shall, at GRADER's expense, obtain all necessary permits and licenses for the grading, give all necessary notices and pay all fees and taxes required by law.

(8) Default of GRADER.

- (a) Default of GRADER shall include, but not be limited to,
- (1) GRADER's failure to timely commence the grading;
 - (2) GRADER's failure to timely complete grading;

(3) GRADER's failure to timely cure any defect in the grading;

(4) GRADER's failure to perform substantial work for a period of twenty (20) calendar days after commencement of the work;

(5) GRADER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which GRADER fails to discharge within thirty (30) days;

(6) the commencement of a foreclosure action against the PROPERTY or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) GRADER's failure to perform any other obligation under this Agreement.

(b) CITY reserves to itself all remedies available to it at law or in equity for breach of GRADER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by GRADER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of grading and, therefore, CITY's damages for GRADER's default shall be measured by the cost of completing the required grading. The sums provided by the security may be used by CITY for the completion of the grading in accordance with the GRADING PLANS contained herein.

In the event of GRADER's default under this Agreement, GRADER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to GRADER and to GRADER's surety, and agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of GRADER, and GRADER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to GRADER as may be on the site of the work and necessary for performance of the work.

(c) Failure of GRADER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against the PROPERTY. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. GRADER agrees that the choice of remedy or remedies for GRADER's breach shall be in the discretion of CITY.

(d) In the event that GRADER fails to perform any obligation hereunder, GRADER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of engineers, attorneys, other professionals, and court costs.

(e) The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of GRADER.

(9) GRADER Not Agent of CITY. Neither GRADER nor any of GRADER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of GRADER'S obligations under this Agreement.

(10) Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or

omissions of GRADER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. GRADER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of GRADER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the grading of the PROPERTY, and in addition, to adjacent property owners. Approval by CITY of the grading shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the performance of grading, regardless of any negligent action or inaction taken by CITY in approving the plans, unless the particular design was specifically required by CITY over written objection by GRADER submitted to the City Engineer before approval of the particular grading design, which objection indicated that the particular grading design was dangerous or defective and suggested an alternative safe and feasible design.

GRADER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

(11) Personal Nature of GRADER'S Obligations. All of GRADER's obligations under this agreement are and shall remain the personal obligations of GRADER notwithstanding a transfer of all or any part of the property subject to this Agreement, and GRADER shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the PROPERTY or to any other third party without the express written consent of CITY.

(12) Sale or Disposition of PROPERTY. GRADER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the GRADER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the GRADER of the obligations under Section (18) for the work or improvement done by GRADER.

(13) Time of the Essence. Time is of the essence in the performance of this Agreement.

(14) Time for Commencement of Work; Time Extensions. GRADER shall commence substantial grading required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of grading hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to GRADER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle GRADER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar

political actions which prevents the conducting of work, which GRADER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by GRADER, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the City Engineer may require GRADER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

(15) No Vesting of Rights. Performance by GRADER of this Agreement shall not be construed to vest GRADER's rights with respect to any change in any zoning or building law or ordinance.

(16) Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260
Attn: Land Development Dept.

Notice to GRADER: Alpha Holdings LLC
12295 Magnolia Ave
Riverside CA 92503
951.315.8962

Notice to SURETY: American Contractors Indemnity Company
801 S. Figueroa St. Ste 700
Los Angeles, CA 90017
800.486.6695

(17) Compliance With Laws. GRADER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the grading required by this Agreement.

(18) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(19) Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(20) Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

(21) Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(22) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

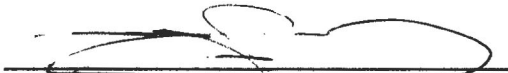
(23) Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

(24) Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

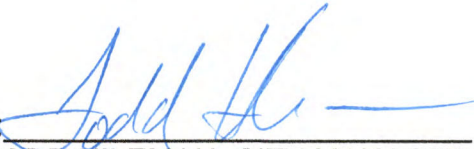
IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

CITY OF PALM DESERT

Alpha Holdings LLC
GRADER

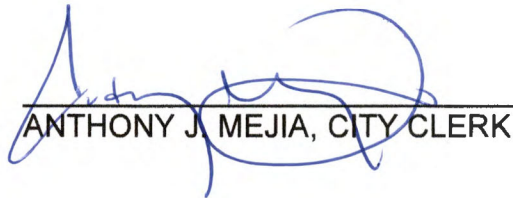


Ben Glymer Jr Alpha Holdings LLC
GRADER
(Proper Notarization of
GRADER's signature is
required and shall be attached)

By: 

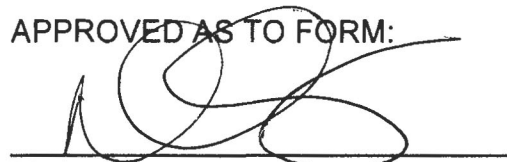
L. TODD HILEMAN, CITY MANAGER

ATTEST:



ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:



ISRA SHAW, CITY ATTORNEY

ACKNOWLEDGEMENT

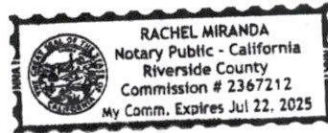
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } ss.

On February 2, 2023, before me, Rachel Miranda, a Notary Public, personally appeared Ben Clymer Jr., 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 *Rachel Miranda*

EXHIBIT A

Preliminary Cost Estimate dated January 24, 2023

KOLIBRIEN
Preliminary Engineering Opinion of Probable Costs

Project:	Alpha Commercial Development	Client:	Alpha Holdings
Location:	73725 Dinah Shore Drive	Estimate By:	
	Palm Desert, California 92260	Date:	1/24/2023
Description of Work:	Rough Grading	Ref No.:	IMP. PLANS 29620
Comments:	Includes Building Pads and Roadway Subgrade	Tract:	PM 206/94

ITEM	QUANTITY	UNITS	UNITCOST	EXTENSION
Clearing and Grubbing	1	L.S.	2,000.00	2,000.00
On-Site Cut and Fill Total	4825	C.Y.	4.00	19,300.00
Export Soil	4245	C.Y.	45.00	191,025.00
Erosion Control	1	L.S.	10,000.00	10,000.00

Subtotal	222,325.00
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CONSTRUCTION CONTINGENCY(10%)	22,232.50
ESTIMATE TOTAL	244,557.50

Grading Bond Amount: 61,139.37

**CITY OF PALM DESERT
STANDARD FORM
GRADING
FAITHFUL PERFORMANCE BOND**

DESCRIPTION OF PROPERTY: APN 6942400070
NAME OF GRADER: Alpha Holdings LLC
NAME OF SURETY: American Contractors Indemnity Company
EFFECTIVE DATE: February 1, 2023
AMOUNT OF BOND: \$61,139.00
BOND NUMBER: 100719382
PREMIUM: \$1,223.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 5 above, for the faithful performance of that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on Line 1 above, as required by the provision of the CITY ordinances, resolutions, rules, and regulations, for the payment of which sums well and truly to be made,

PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain GRADING ONLY AGREEMENT between PRINCIPAL and CITY regarding the property named on LINE 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said GRADING ONLY AGREEMENT, then the obligation with respect to the faithful performance is by this reference incorporated herein.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the GRADING ONLY AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond, SURETY shall pay CITY's reasonable attorney's fees and court costs in connection therewith.

ACKNOWLEDGEMENT

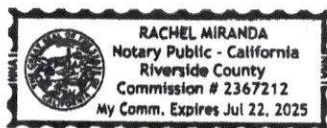
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } ss.

On February 2, 2023, before me, Rachel Miranda, a Notary Public, personally appeared Ben Clymer Jr., 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 



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100719382, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY
By: Adam S. Pessin
Adam S. Pessin, President

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.

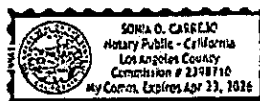
On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2023

Bond No. 100719382

Agency No. 3633



Kio Lo
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSOZ2POAACIC04/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

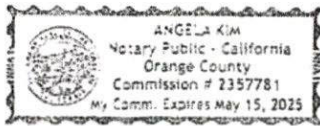
On February 1, 2023 before me, Angela Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)
Paul S. Dito

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# 100719 382 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul S. Dito

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: January 31, 2023

NAME OF DEVELOPER: Alpha Holdings, LLC

(referred to as "DEVELOPER")

NAME OF DEVELOPMENT: Alpha Holdings, LLC

(referred to as "DEVELOPMENT")

DEVELOPMENT RESOLUTION

OF APPROVAL NO.: Resolution No. 2780

(referred to as "Resolution of Approval")

IMPROVEMENT PLANS NO.: G-1500

(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: \$ 97,084.60

SURETY: American Contractors Indemnity Company

LETTER OF CREDIT/BOND NOS.: 100719381

This Agreement is made and entered into by and between the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as "CITY", and the DEVELOPER.

RECITALS

A. DEVELOPER has presented to CITY for approval a Conditional Use Permit/Precise Plan of Development pursuant to provisions of the CITY's ordinances and regulations relating to development approval.

B. A Conditional Use Permit/Precise Plan of Development has been approved, subject to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the Director of Community Development and incorporated into this Agreement by reference.

C. In consideration of the approval of a Conditional Use Permit/Precise Plan of Development for the DEVELOPMENT by the Planning Commission, DEVELOPER desires to enter into this Agreement, whereby DEVELOPER promises to install and complete, at DEVELOPER's own expense, all the public improvement work required by CITY in connection with the proposed DEVELOPMENT. DEVELOPER has secured this Agreement by improvement security required by the City and approved by the City Attorney.

D. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by DEVELOPER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

E. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on

Page 1 of this Agreement. The basis for the estimate is on file in the Office of the City Engineer and is incorporated into this agreement by reference.

F. CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.

NOW, THEREFORE, in consideration of the approval of the DEVELOPMENT, DEVELOPER and CITY agree as follows:

(1) DEVELOPER's Obligation to Construct Improvements.

DEVELOPER shall:

- (a) Comply with all the requirements of the Resolution of Approval, and any amendments thereto.
- (b) Complete at DEVELOPER's own expense, all the public improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within one year from date of execution of this Agreement.
- (c) Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans.
- (d) Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public improvements, free and clear of all liens and encumbrances. The DEVELOPER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY.

DEVELOPER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the DEVELOPMENT.

- (e) Commence construction of the improvements by the time established in Section (21) of this Agreement and complete the improvements by the deadline stated in Section (1)(b) above, unless a time extension is granted by the CITY as authorized in Section (21).

(2) Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or DEVELOPER, no construction or installation shall be commenced before:

- (a) The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
- (b) The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
- (c) The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. DEVELOPER shall comply in all respects with the order of possession.

Nothing in this Section (2) shall be construed as authorizing or granting an extension of time to DEVELOPER.

(3) Security. DEVELOPER shall at all times guarantee DEVELOPER's performance by furnishing to CITY, and maintaining, good and sufficient security as required on forms approved by CITY for the purposes and in the amounts as follows:

(a) to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

(b) to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

The securities required by this Agreement shall be kept on file with the City Clerk.

The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

(4) Alterations to Improvement Plans.

(a) Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the improvements, which are mutually agreed upon by CITY and DEVELOPER, shall not relieve the improvement security given for faithful performance of this Agreement. In the

event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, DEVELOPER shall provide improvement security for faithful performance as required by Section (3) of this Agreement for one hundred percent (100%) of the total estimated cost of the improvements as changed, altered, or amended, minus any completed partial releases allowed by Section (6) of this Agreement.

- (b) The DEVELOPER shall construct the improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the DEVELOPMENT and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If DEVELOPER requests and is granted an extension of time for completion of the improvements, CITY may apply the standards in effect at the time of the extension.

(5) Inspection. DEVELOPER shall at all times maintain proper facilities and safe access for inspection of the public improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of DEVELOPER's readiness for such inspection and

DEVELOPER shall not proceed with additional work until the inspection has been made and the work approved. DEVELOPER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted pursuant to Section (16) herein.

(6) Release of Securities. The securities required by this Agreement shall be released as following:

- (a) Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.
- (b) The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the DEVELOPER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.
- (c) Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined

by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

- (d) CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

(7) Injury to Public Improvements, Public Property or Public Utilities Facilities.

DEVELOPER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

(8) Permits. DEVELOPER shall, at DEVELOPER's expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

(9) Default of DEVELOPER.

- (a) Default of DEVELOPER shall include, but not be limited to,

- (1) DEVELOPER's failure to timely commence construction of this Agreement;
- (2) DEVELOPER's failure to timely complete construction of the improvements;

- (3) DEVELOPER's failure to timely cure any defect in the improvements;
- (4) DEVELOPER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) DEVELOPER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which DEVELOPER fails to discharge within thirty (30) days;
- (6) the commencement of a foreclosure action against the DEVELOPMENT or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure;
or
- (7) DEVELOPER's failure to perform any other obligation under this Agreement.

(b) CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY's damages for DEVELOPER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

- (c) In the event of DEVELOPER's default under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the entire cost of such performance by CITY. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER, and DEVELOPER's surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to DEVELOPER as may be on the site of the work and necessary for performance of the work.
- (d) Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all proposed improvements in the DEVELOPMENT, or to rescind the approval or otherwise revert the DEVELOPMENT to acreage. The remedy provided by this subsection (c) is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER's breach shall be in the discretion of CITY.
- (e) In the event that DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

(f) The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of DEVELOPER.

(10) DEVELOPER Not Agent of CITY. Neither DEVELOPER nor any of DEVELOPER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

(11) Injury to Work. Until such time as the improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

(12) Warranty. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the improvements by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or

structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs.

(13) Environmental Warranty. Prior to the acceptance of any dedications or improvements by CITY, DEVELOPER shall certify and warrant that neither the property to be dedicated nor DEVELOPER is in violation of any environmental law and neither the property to be dedicated nor the DEVELOPER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither DEVELOPER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. DEVELOPER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. DEVELOPER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. DEVELOPER shall give prompt written notice to CITY at the address set forth herein of:

- (a) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to

be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(b) Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,

(c) DEVELOPER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which is it is intended, transferability or suit under any environmental law.

(14) Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

(15) DEVELOPER'S Obligation to Warn Public During Construction. Until formal final acceptance of the improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

(16) Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

(17) Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section (6). Such acceptance shall not constitute a waiver of defects by CITY.

(18) Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of DEVELOPER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. DEVELOPER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of DEVELOPER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said DEVELOPMENT, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by

this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by DEVELOPER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the improvements, the DEVELOPER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, DEVELOPER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that DEVELOPER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

DEVELOPER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

(19) Personal Nature of DEVELOPER'S Obligations. All of DEVELOPER's obligations under this agreement are and shall remain the personal obligations of DEVELOPER notwithstanding a transfer of all or any part of the property within the DEVELOPMENT subject to this Agreement, and DEVELOPER shall not be entitled to assign

its obligations under this Agreement to any transferee of all or any part of the property within the DEVELOPMENT or to any other third party without the express written consent of CITY.

(20) Sale or Disposition of DEVELOPMENT. Seller or other DEVELOPER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the DEVELOPER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the DEVELOPER of the obligations under Section (17) for the work or improvement done by DEVELOPER.

(21) Time of the Essence. Time is of the essence in the performance of this Agreement.

(22) Time for Commencement of Work; Time Extensions. DEVELOPER shall commence substantial construction of the improvements required by this Agreement not later than six (6) months after the date of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to DEVELOPER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, which DEVELOPER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by DEVELOPER, shall constitute good cause for and extension of the time for

completion. As a condition of such extension, the City Engineer may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

(23) No Vesting of Rights. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER's rights with respect to any change in any zoning or building law or ordinance.

(24) Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

Notice to CITY:	City of Palm Desert 73-510 Fred Waring Drive Palm Desert, California 92260 Attn: Planning Director
Notice to DEVELOPER:	Alpha Holdings LLC _____ 12295 Magnolia Ave _____ Riverside CA 92503 _____ 951.315.8962 _____
Notice to SURETY:	American Contractors Indemnity Company _____ 801 S. Figueroa St. Ste 700 _____ Los Angeles, CA 90017 _____ 800.486.6695 _____

(25) Compliance With Laws. DEVELOPER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement.

(26) Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

(27) Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

(28) Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

(29) Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

(30) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

(31) Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

(32) Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Riverside, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written; by CITY, by and through its Mayor.

CITY OF PALM DESERT

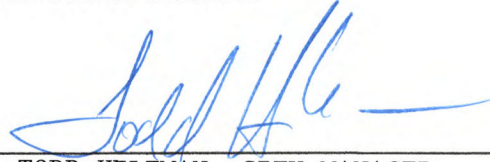
Alpha Holdings LLC
DEVELOPERS



Signature R. Ben Clymer Jr
DEVELOPER

(Proper Notarization of
DEVELOPER'S signature is
required and shall be attached)

By:



L. TODD HILEMAN, CITY MANAGER

ATTEST



ANTHONY J. MEJIA, CITY CLERK

APPROVED AS TO FORM:



ISRA SHAW, CITY ATTORNEY

ACKNOWLEDGEMENT

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

State of California }
County of Riverside } ss.

On February 2, 20 23, before me, Rachel Miranda, a Notary Public, personally appeared R. Ben Clymer Jr, 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 *Rachel Miranda*

**CITY OF PALM DESERT
STANDARD FORM
FAITHFUL PERFORMANCE BOND**

NAME OF DEVELOPMENT: Alpha Holdings LLC
NAME OF DEVELOPER: Alpha Holdings LLC
NAME OF SURETY: American Contractors Indemnity Company
EFFECTIVE DATE: February 1, 2023
AMOUNT OF BOND: \$64,723.00
BOND NUMBER: 100719381
PREMIUM: \$1,294.00

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on Line 2 above, without regard to gender and number, hereinafter referred to as PRINCIPAL, and the corporation named on Line 3 above, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Sections 6 to 13 thereof, in the aggregate amounts hereof, hereinafter referred to as SURETY, are jointly and severally held and firmly bound unto the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, in the sum mentioned on Line 6 above, for the faithful performance of that certain IMPROVEMENT AGREEMENT between PRINCIPAL and CITY regarding the subdivision named on Line 1 above, as required by the provisions of the Subdivision Map Act and CITY ordinances, resolutions, rules, and regulations, for the payment of which sums


well and truly to be made, PRINCIPAL and SURETY hereby bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that if the said PRINCIPAL shall faithfully perform the covenants, conditions, and agreements contained in that certain IMPROVEMENT AGREEMENT between PRINCIPAL and CITY regarding the development named on Line 1 of Page 1 hereof, which said agreement is by this reference incorporated herein, on its part to be kept and performed, in a manner and form therein specified, and shall furnish material in compliance with the specifications and perform all that certain work and improvement in said CITY which is more particularly described in said IMPROVEMENT AGREEMENT, then the obligation with respect to the faithful performance of said IMPROVEMENT AGREEMENT shall be void, otherwise to remain in full force and effect.

The said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the IMPROVEMENT AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the IMPROVEMENT AGREEMENT, the work, the specifications or any feature or item of performance thereunder. In the event it becomes necessary for CITY to bring an action to enforce this bond,

SURETY shall pay CITY'S reasonable attorney's fees and court costs in connection therewith.

IN WITNESS WHEREOF, PRINCIPAL and SURETY have executed this instrument on the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE
Ben Clymer Jr

PRINT NAME
Manager Alpha Holdings LLC

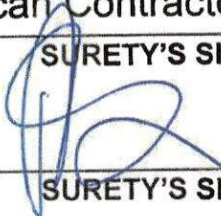
TITLE & COMPANY NAME

PRINCIPAL'S SIGNATURE

PRINT NAME

TITLE & COMPANY NAME

American Contractors Indemnity Company

SURETY'S SIGNATURE

Paul S. Dito, Attorney-in-Fact

SURETY'S SIGNATURE

(Notarial acknowledgment of execution by ALL PRINCIPALS and SURETY must be attached.

ACKNOWLEDGEMENT

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

State of California }
County of Riverside } ss.

On February 2, 2023, before me, Rachel Miranda, a Notary Public, personally appeared Ben Clymer Jr, 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 *Rachel Miranda*



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

Its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100719381, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin
Adam S. Pessin, President

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.

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

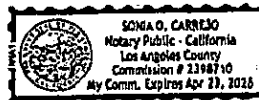
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2023.

Bond No. 100719381

Agency No. 3633



[Signature]
Kio Lo, Assistant Secretary

visit tnhcc.com/surety for more information

HCCSOZZPOAACIC04/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

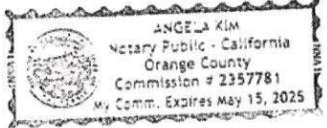
On February 1, 2023 before me, Angela Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)
Paul S. Dito

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# 100719381 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul S. Dito
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CITY OF PALM DESERT
STANDARD FORM
PAYMENT BOND
(LABOR & MATERIALS)

NAME OF PROJECT: Alpha Holdings LLC
NAME OF DEVELOPER: Alpha Holdings LLC
NAME OF SURETY: American Contractors Indemnity Company
EFFECTIVE DATE: February 1, 2023
AMOUNT OF BOND: \$32,361.60
BOND NUMBER: 100719381
PREMIUM: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That the person, firm, corporation, entity, or otherwise, named on Line 2 of Page 1 hereof without regard to gender and number, hereinafter referred to as PRINCIPAL; and the corporation named on Line 3 of Page 1 hereof, a corporation authorized to do business in the State of California and presently possessed of authority under Title 6 of the United States Code to do business under Section 6 to 13 thereof in the aggregate amounts hereof, hereinafter referred to as SURETY; are jointly and severally held and firmly bound unto and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used, in, upon, for or about the performance of the work contracted to be executed or performed under the terms of that certain IMPROVEMENT AGREEMENT hereinafter mentioned and all persons, companies or corporations

renting or hiring teams or implements, or machinery, for contributing to said work to be done, all persons who performed work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by PRINCIPAL in the just and full sum mentioned on Line 5 of Page 1 hereof for the payment whereof, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas the above-bounden PRINCIPAL has entered into an IMPROVEMENT AGREEMENT with the City of Palm Desert, a municipal corporation of the State of California, hereinafter referred to as CITY, for the construction of public improvements in the project named on Line 1 of Page 1 hereof, which said IMPROVEMENT AGREEMENT is by this reference incorporated herein:

NOW, THEREFORE, if the above-bounden PRINCIPAL, contractor, person, company or corporation, or his or its subcontractor, or subcontractors, fails to pay for any materials, provisions, provender, or the supplies, or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work for labor, SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought on this bond, a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said

attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

This bond is executed and filed to comply with the provisions of all applicable CITY ordinances, resolutions, rules and regulations supplemental thereto; and all amendments thereto; and shall inure to the benefit of any and all materialmen, persons, companies or corporations entitled to file claims under and by virtue of the provisions thereof.

IN WITNESS WHEREOF, PRINCIPAL AND SURETY have executed this instrument the date mentioned on Line 4 of Page 1 hereof.



PRINCIPAL'S SIGNATURE

Ben Clymer Jr

PRINT NAME

PRINCIPAL'S SIGNATURE

PRINT NAME

Manager Alpha Holdings

TITLE & COMPANY NAME

TITLE & COMPANY NAME

American Contractors Indemnity Company



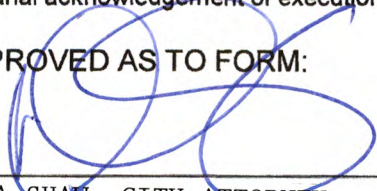
Paul S. Dito, Attorney-in-Fact

SURETY'S SIGNATURE

SURETY'S SIGNATURE

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be attached.)

APPROVED AS TO FORM:



ISRA SHAW, CITY ATTORNEY

ACKNOWLEDGEMENT

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

State of California }
County of Riverside } ss.

On February 2, 2023, before me, Rachel Miranda, a Notary Public, personally appeared Ben Aymer Jr., 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 *Rachel Miranda*



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100719381 issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY
By: Adam S. Pessin
Adam S. Pessin, President

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.

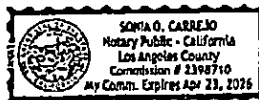
On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2023.

Bond No. 100719381
Agency No. 3633



Kio Lo
Kio Lo, Assistant Secretary

HCCSOZZPOAACIC04/2022

visit tmhcc.com/surety for more information

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

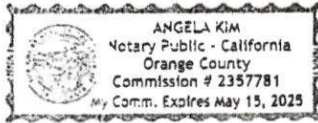
On February 1, 2023 before me, Angela Kim, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)
Paul S. Dito

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# 100719381 Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul S. Dito

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Final Bond Premium Based On
Final Contract Price

Bond Number: 100719382

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Alpha Holdings LLC
_____ as Principal, and
American Contractors Indemnity Company
_____ a corporation organized and existing under the laws of California, as Surety, are held and firmly bound unto
City of Palm Desert

_____ as Obligee,
in the sum of Six Thousand Five Hundred and 00/100 Dollars
(\$ \$6,500.00) lawful money of the United States of America, to be paid to the said Obligee, or its
successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a contract with the said Obligee, dated _____
for APN 6942400070
_____ and,

WHEREAS, the Obligee requires that this bond be executed on or before the final completion and acceptance of
said contract and

WHEREAS said contract was completed and accepted on the _____ day of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy
without cost to the Obligee, any defects which may develop during a period of One (1)
from the date of completion and acceptance of the work performed under the contract, caused by defective or
inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force
and effect.

Signed and sealed this 11th day of February, 2025.

Principal (s):

Alpha Holdings LLC

By:



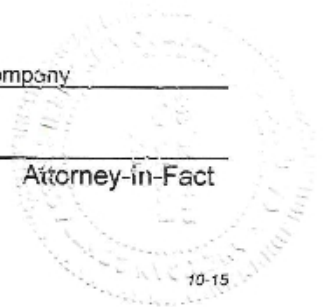
Surety:

American Contractors Indemnity Company

By:

Paul S. Dito

Attorney-in-Fact



ACKNOWLEDGMENT

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

State of California
County of Orange)

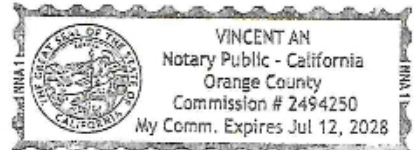
On FEB 11 2025 before me, Vincent An, Notary Public
(insert name and title of the officer)

personally appeared Paul S. Dito,
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  (Seal)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100719382, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Sixty-one thousand, one hundred thirty-nine and 00/100 (\$61,139.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

“Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.”

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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

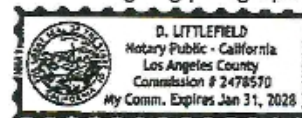
State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 *D. Littlefield* (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of February, 2025.

Bond No. 100719382
Agency No. 3633



Kio Lo
Kio Lo, Assistant Secretary

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Ryan Lamb, Senior Project Manager

SUBJECT: APPROVE CONCEPTUAL DESIGN OF NEW LIBRARY FACILITY

RECOMMENDATION:

Approve the \$30 million conceptual design option for the New Library Facility.

BACKGROUND/ANALYSIS:

On October 12, 2023, the City Council voted to withdraw from the Riverside County Library System so that the City may operate it as a municipal library, effective July 1, 2024. The City began operating from the current facility on July 1, 2024 and has a 5-year lease with the Desert Community College District, which should be sufficient time to design and fully construct the new City library on city-owned land.

On March 28, 2024, Richard Kennedy Architects (RKA) was awarded the contract for Conceptual Design Services for a New Library Facility.

RKA developed two (2) conceptual designs for the project:

- \$20 million option based on the previously approved project budget
- \$30 million option based on anticipation of Measure G's passage, which would increase the project budget

Both options were presented to the Library Advisory Committee on November 7, 2024. The committee's feedback was incorporated into the design, and a revised version was presented on December 9, 2024. At that meeting, the committee voted unanimously to recommend presenting the conceptual designs to the City Council.

On February 13, 2025, the City Council hosted a Study Session to learn about the progress of a New Library Facility planned for the Civic Center campus. Staff presented site plans for both options, architecture for the proposed building, and discussed how the building would be used and integrated into the Civic Center. The facility is intended to provide:

- A new home for the Palm Desert Library
- Community space for public events and shared space for CVAG, Veterans Services, and Friends of the Library
- Visitor Center, Café, and Community Room with adjacent Demonstration Kitchen for a unique experience for visitors and residents

The conceptual design for the new facility was positively received by the City Council. City staff are proposing to move the \$30 million option forward to construction.

\$20M Option	\$30M Option
Total Floor Area – 16,856 gsf	Total Floor Area – 25,892 gsf
Shared Spaces: <ul style="list-style-type: none"> • Veterans Services • Friends of the Library • CVAG Meetings 	Shared Spaces: <ul style="list-style-type: none"> • Veterans Services • Friends of the Library • CVAG Meetings • Special Programs “Green Room” • Maker Space • Visitor Center • Café • Demonstration Kitchen
Not Included: <ul style="list-style-type: none"> • Special Programs “Green Room” • Maker Space • Visitor Center • Café • Demonstration Kitchen 	

RKA is under contract for architectural services through the Schematic Design phase, which includes taking the project through entitlements. RKA will develop bridging documents in preparation for a Design-Build firm to complete Construction Documents and build the facility.

Legal Review:

This report has been reviewed by the City Attorney’s office.

Appointed Body Recommendation:

Library Advisory Committee - December 9, 2024: Recommend presenting conceptual design to City Council.

FINANCIAL IMPACT:

Funding sources have been identified and will be included in the FY 2025-26 Annual Budget Request and 5-Year CIP Plan. Current expenditures are being paid from the funds deposited by the County of Riverside as part of the transition.

Project - CFA00027 New Library Facility	Budget	Expenditures	Available Budget
*Funding Source: Capital Bond Funds (451)	\$20,000,000		
**Funding Source: Library Capital Project Funds (452)	\$4,000,000		
*Funding Source: Future Tfer from Measure G Funds (110)	\$6,000,000		
Conceptual Design (Richard Kennedy Architects)		\$642,865	
Traffic Study (HR Green)		\$67,570	
Cost Estimating (Anser Advisory)		\$20,620	

City of Palm Desert
Approve Conceptual Design of New Library Facility

Survey (TKE Engineering)		\$48,100	
Total Project Budget	\$30,000,000	\$779,155	\$29,220,845

**The \$20M in Bonds and \$6M in Measure G Funds will be requested as part of the FY 2025-26 Annual Budget Request*

***Capital Funds returned from County*

ATTACHMENTS:

1. New Library - Conceptual Design Presentation

NEW LIBRARY FACILITY

Conceptual Design

City Council

February 27, 2025



PALM DESERT



LIBRARY PLANNING

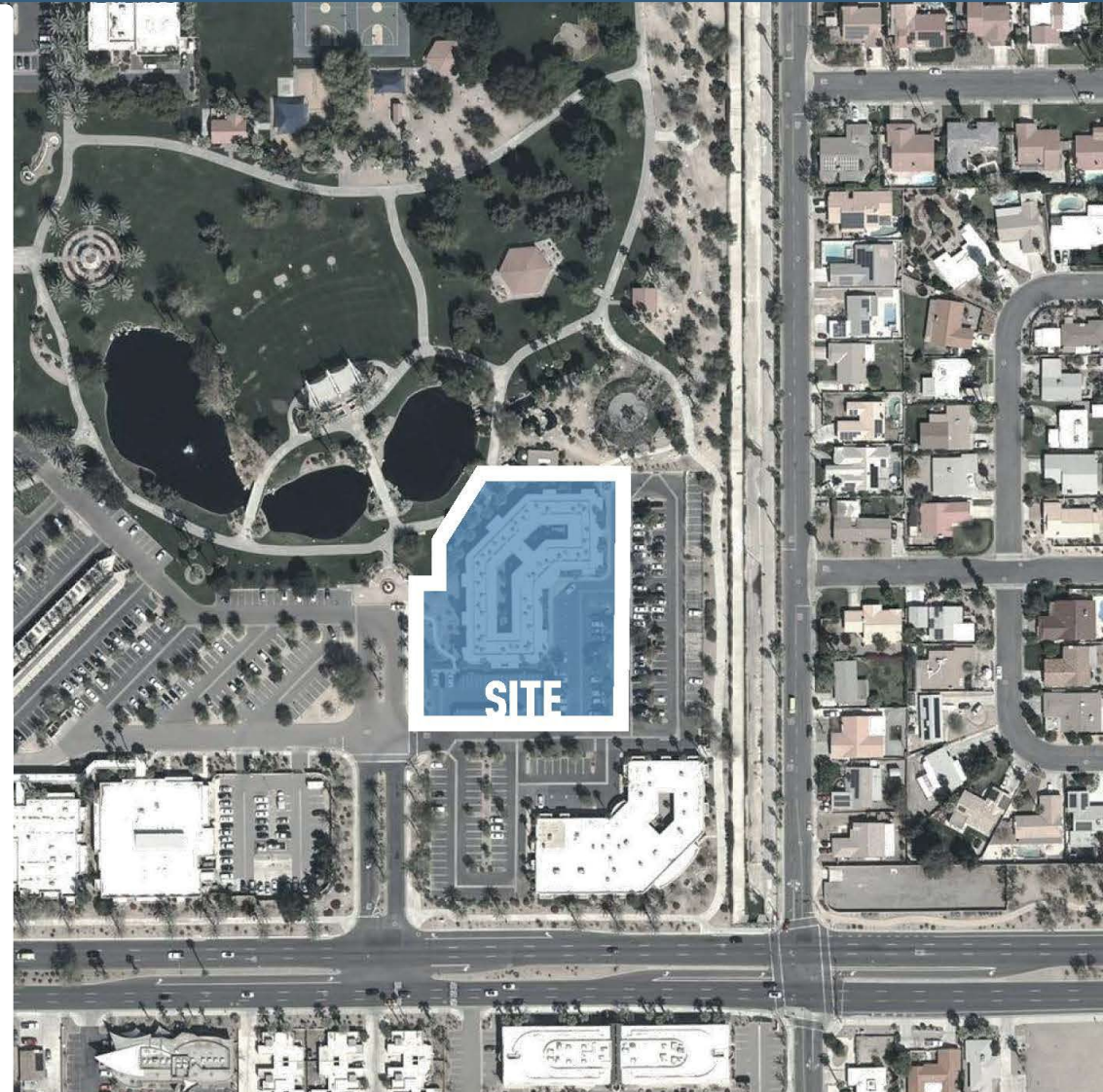
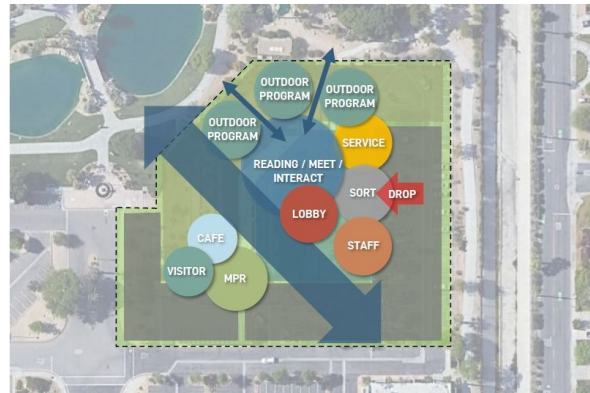
City Council Study Session: February 13, 2025

- Formation of Library Taskforce and Library Advisory Committee
- Contracting of Library consultants
 - Margaret Sullivan Studios: Community Outreach and Library Programming
 - Richard Kennedy Architects: Design Services
- Parkview Building project site
- Withdrawal agreement with County of Riverside
- New 5-year lease with COD
- Library Advisory Committee recommendations

EXECUTIVE SUMMARY

In conjunction with the City of Palm Desert, the design team led by Richard Kennedy Architects engaged in a series of visioning and focus group meetings to develop the conceptual design for the new Palm Desert Municipal Library. This presentation illustrates a proposed overall concept for how the new Library can be realized in the Civic Center Park.

The vision for the Palm Desert Municipal Library is to create a dynamic and inclusive space that provides equal access to resources and technologies for all residents. This project aims to foster community participation and collaboration, advance educational outcomes, and maximize the return on the community's shared investment by creating safe, welcoming, and innovative spaces.



ZONING FLOOR PLAN

Total Floor Area = 25,892 gsf

\$30M Budget

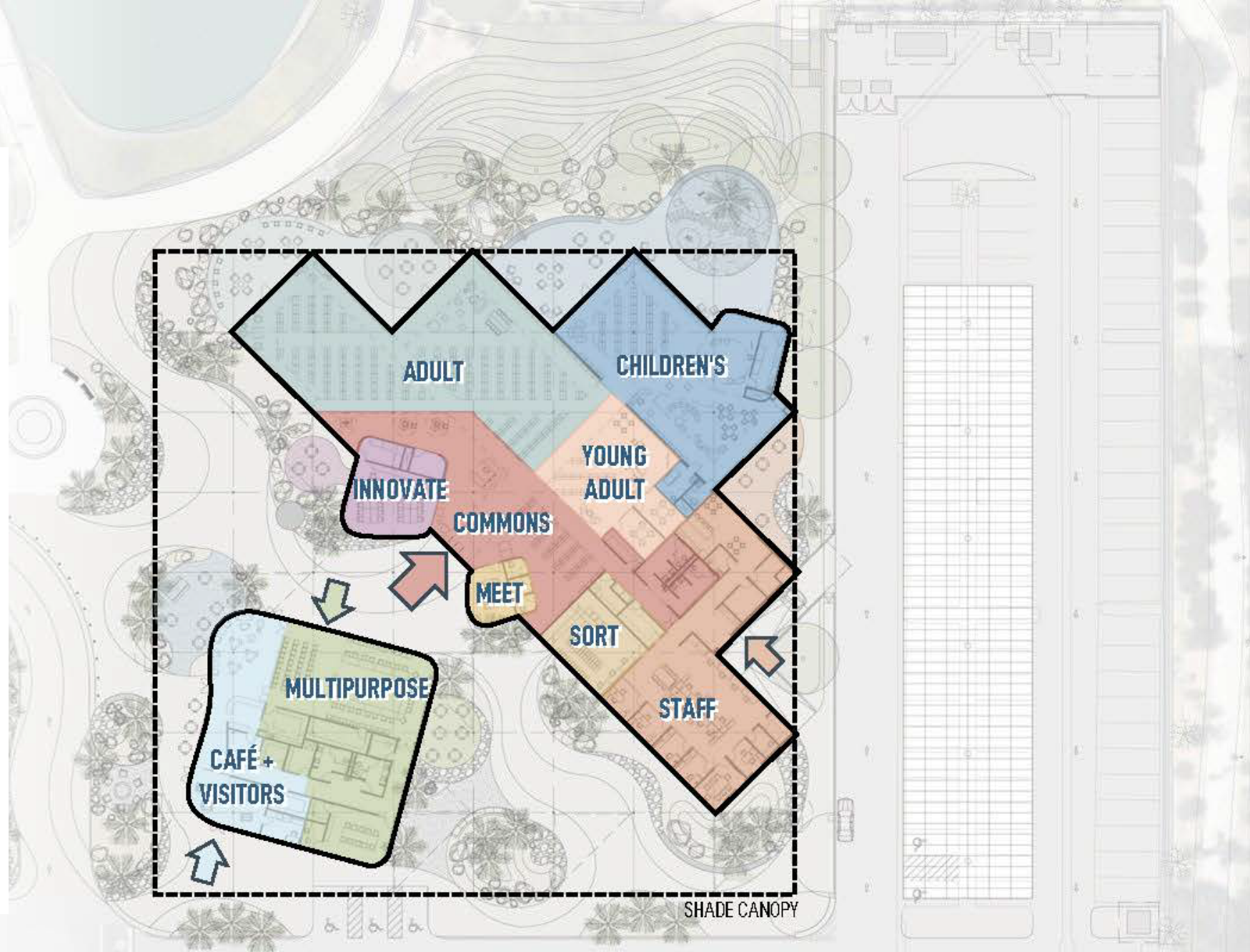
- Cost estimates reconciled with Architect's estimator and Construction Manager

Shared Spaces:

- Veterans Services
- Friends of the Library
- CVAG Meetings
- Special Programs "Green Room"
- Maker Space

Additional Community Spaces:

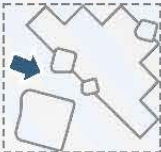
- Visitor Center
- Café
- Demonstration Kitchen



NATIVE PALM GROVE CONCEPT

The building concept is defined by (3) main architectural elements inspired by regional palm groves – the 'palm tree canopy' shade screen providing shade for all outdoor program areas, the lower volume 'boulder' forms highlighting key program areas, and the 'riverbed' surface materials and planting approach that defines major pathways through the site and building.





BREEZEWAY

Main entry (center), multipurpose space (right)



SHADE

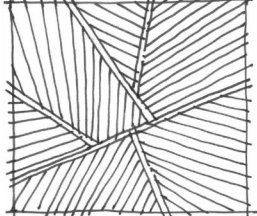
PATTERN:



Inspiration



Literal



Abstraction



INTERIOR

Approach at service desk into library stacks with views to the park



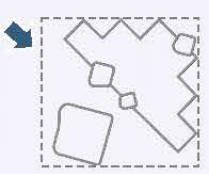
PROJECT BUDGET

Library	Description	451	452	110	TOTAL*
451 – Capital Improvement Bond Proceeds		\$20,000,000			\$20,000,000
452 – Library Capital Project Fund	Contribution from County		\$4,000,000		\$4,000,000
110 - Future Measure G Revenue				\$6,000,000	\$6,000,000
Total Project Funds Available					\$30,000,000
Less: Contracts/Expenditures					
Conceptual Design (Richard Kennedy Architects)			(\$642,865)		
Traffic Study (HR Green)			(\$67,570)		
Cost Estimating (Anser Advisory)			(\$20,620)		
Survey (TKE Engineering)			(\$48,100)		
Total Contracts/Expenditures					(\$779,155)
Balance Available*					\$29,220,845

**The \$20M in Bonds and \$6M in Measure G Funds will be appropriated with the 2025-26 Annual Budget Request*

NEXT STEPS

- Conceptual Design Approval – Feb. 27, 2025
- Schematic Design Phase (Q1 2025 – Q2 2025)
 - Entitlements
 - Planning Commission
 - Architectural Review Commission
- Design-Build
 - Design Development & Construction Documents Phase (Q2 2025 – Q4 2025)
 - Demolition of Parkview Building (Q1 2026)
 - New Construction (estimated completion – Q4 2027)



PARK VIEW

Dusk view from park toward northwest corner

Questions?

**CITY OF PALM DESERT
STAFF REPORT**

MEETING DATE: February 27, 2025

PREPARED BY: Gary Shaffer, Director of Library Services
Chris Escobedo, Assistant City Manager

SUBJECT: PROVIDE DIRECTION ON LIBRARY OPERATIONS AND FOUNDATION
CONSIDERATIONS

RECOMMENDATION:

Provide direction on Library Operations and Foundation Considerations.

BACKGROUND/ANALYSIS:

On July 1, 2024, the City of Palm Desert officially assumed library operations from the County of Riverside and Library Systems & Services (LSS). As public libraries seek to enhance community support and programming opportunities, some communities have found that library foundations can prove to be helpful towards this end.

A library foundation can serve as a strategic resource to support new initiatives by:

1. Functioning as a legal, nongovernmental nonprofit organization to receive and distribute privately sourced donations.
2. Expanding eligibility for grants limited to qualified nonprofit entities.
3. Offering investment flexibility to optimize financial contributions.
4. Providing a platform for fundraising to support programs, capital projects, and long-term financial stability.
5. Engaging experienced professionals dedicated to full-time fundraising and fostering a culture of philanthropy.
6. Broadening the network of potential contributors beyond traditional community supporters.
7. Increasing the library's visibility through foundation-funded programs and events.
8. Boosting donor confidence by enabling contributions through a nonprofit, tax-deductible structure.

Recognizing these potential benefits, on August 22, 2024, the City Council authorized the formation of a 501(c)(3) nonprofit, the **Palm Desert City Foundation**. To move forward with incorporation, the City must finalize board appointments and complete necessary legal filings.

On January 23, 2025, the City Council conducted a study session to interview potential board members. Following these interviews, the Council requested a temporary pause to refine the Foundation's vision, mission, goals, responsibilities, and overall purpose to ensure clear expectations for prospective board members.

Subsequently, the City Council requested further clarification on the necessity of the Foundation and the extent of additional fundraising needs, given the City's current financial position. The approval of Measure G in November 2024—a one-cent sales tax—has provided additional funding for library construction, public safety, public works, and other capital projects, potentially reducing the need for supplemental fundraising pending Council direction.

While some municipal libraries engage in external fundraising to enhance program offerings and other services, the City Council retains the authority to allocate General Fund resources to support library operations without the need for additional fundraising efforts. Furthermore, the City may explore collaboration with existing nonprofit organizations to achieve similar fundraising benefits while minimizing administrative costs and responsibilities.

City Council Direction Requested

Staff seeks City Council guidance on the following options:

1. **Pause the establishment of the Palm Desert City Foundation** and explore potential partnerships with existing nonprofit organizations. Staff could conduct outreach, assess viable partners, and report back with recommendations.
2. **Move forward by adjusting the base Library budget as needed.** Staff is in the process of finalizing the Library's operational needs and possible programmatic enhancements for the FY 25-26 budget discussion with the City Council. As staff prepares for year two of overseeing the Library operation, a much improved financial picture has emerged regarding the Library's ongoing needs, as well as the property tax stream from the prior County negotiations. Staff is in the process of building a base budget to demonstrate the ongoing requisite costs of the Library, as well as developing supplemental requests for the City Council to consider, which pairs with the Foundation discussion well.
3. **Proceed with establishing the Foundation** and continue selecting board members to support initial library fundraising efforts.

This decision will help determine the most effective approach to sustaining and enhancing library services while aligning with the City's financial and strategic priorities.

Legal Review:

This report has been reviewed by the City Attorney's Office

FINANCIAL IMPACT:

There is no direct financial impact with this action. Should the City Council opt to proceed with forming a Foundation, the Library Department has allocated funds in the FY 2024-25 Annual Budget for initial filing fees, with ongoing costs to be determined and budgeted as necessary.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Chris Escobedo, Assistant City Manager

SUBJECT: RESOLUTION OF CONCERN REGARDING SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES

RECOMMENDATION:

Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, EXPRESSING CONCERN REGARDING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES."

BACKGROUND/ANALYSIS:

The South Coast Air Quality Management District (South Coast AQMD) has proposed amendments to Rules 1111 and 1121, targeting the reduction of nitrogen oxides (NOx) emissions from natural gas-fired furnaces and water heaters. These amendments aim to transition toward zero-emission electric appliances, thereby improving air quality in the region.

Summary of the Proposed Amendments

Rule 1111: Expands its scope to include previously unregulated units, such as wall furnaces, floor furnaces, and commercial furnaces up to 2,000,000 British Thermal Units per hour (Btu/hr). The amendments establish future deadlines by which new installations must utilize zero-emission electric appliances, with different timelines for new construction and existing buildings.

Rule 1121: Establishes zero-emission electric requirements for new installations of natural gas-fired water heaters, with compliance deadlines varying between new and existing buildings.

While the proposed amendments aim to improve air quality, concerns have been raised by several cities and organizations within the South Coast AQMD territory. At the February 13 meeting of the Palm Desert City Council, the Council expressed concerns regarding the proposed amendments and requested that staff provide additional information along with a proposed resolution for the Council's consideration.

Key concerns include:

- High Up-Front Costs: While incentives exist, homeowners and renters may still face significant out-of-pocket expenses when transitioning to electric appliances.
- Potential Grid Strain: Increased reliance on electric heating could place additional demand on California's electric grid, particularly during peak usage periods.

- **Implementation Challenges:** Ensuring a smooth transition may require additional infrastructure improvements, trained installers, and public awareness campaigns.
- **Consumer Choice and Feasibility:** Some stakeholders emphasize the need to maintain consumer choice, suggesting that a complete shift to zero-emission appliances may not be feasible for all consumers due to technological readiness and infrastructure limitations.

The South Coast AQMD board has recognized the potential financial impact on homeowners and renters and has delayed the adoption of the proposed rules. The board has also directed South Coast AQMD staff to conduct additional outreach and further develop incentive and rebate programs to reduce costs for homeowners. The implementation schedule has been postponed, with South Coast AQMD considering delaying compliance until 2029 (subject to change). Additionally, South Coast AQMD is launching the **Go Zero Pilot Incentive Program** to encourage the adoption of zero-emission heating appliances. The program allocates:

- \$9 million for single-family properties
- \$5 million each for multi-family properties and small businesses
- \$2 million for installer training, outreach, and resident support to ease the transition

The South Coast AQMD **Stationary Source Committee** is scheduled to consider the proposed rules at its March 21, 2025, meeting, with the full South Coast AQMD board set to review the rules, based on the committee's recommendations, on May 2, 2025.

The **Coachella Valley Association of Governments (CVAG) Energy & Sustainability Committee** received a report from South Coast AQMD at its February 13, 2025, meeting. City staff reached out to CVAG staff for additional information. While CVAG has not formally weighed in on the matter, it has participated in South Coast AQMD's working group on the proposed amendments. CVAG reports that key changes are being considered to mitigate the impact of the transition to zero-emission appliances; however, further details will not be available until early March 2025.

City staff has prepared the attached resolution for Council consideration to express concerns regarding the proposed rules.

Legal Review:

This report has been reviewed by the City Attorney's Office.

FINANCIAL IMPACT:

There is no financial impacts associated with this action.

ATTACHMENT:

1. Resolution

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, EXPRESSING CONCERN REGARDING THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S PROPOSED AMENDMENTS TO RULES 1111 AND 1121, PHASING OUT GAS WATER HEATERS AND FURNACES

WHEREAS, The South Coast Air Quality District (SCAQMD) is a regional air pollution control agency representing Los Angeles, Orange, Riverside, and San Bernardino counties with responsibility for regulating stationary sources of air pollution; and

WHEREAS, The SCAQMD is considering two rules that would have a significant impact on up to 17 million South Coast homeowners, renters and businesses: Rule 1111 would regulate air emissions from gas-powered central furnaces; and Rule 1121 would regulate air emissions from residential-type, natural gas-powered water heaters; and

WHEREAS, Rules 1111 and 1121 would impose additional costs to consumers and while incentives exist, homeowners and renters may still face significant out-of-pocket expenses when transitioning to electric appliances; and

WHEREAS, Housing affordability throughout California is and will remain a top public policy priority for the City of Palm Desert for the foreseeable future. Local governments are being pressured to build more housing – specifically, housing that people can afford. Any regulations that increase these costs deserve careful scrutiny to ensure that the increased costs are met with an equal or greater amount of benefit to the consumer; and

WHEREAS, The SCAQMD's water heater and furnace mandates will impose a significant increase in electricity demand on California's electric grid. Transitioning to all-electric water heaters and furnaces means an increased demand on an electric grid that has not proven capable of consistently meeting existing demand. Water heaters and furnaces are essential elements in any house, apartment, or business. Millions of new electric water heaters and furnaces would draw power from the grid and raise the risk of power brownouts or outages; and

WHEREAS, The incentive and rebate programs require easier access and use for homeowners and renters, greater coordination with cities is needed to have homeowners/renters access these incentives and rebates, and the proposed amendments need to be softened and relaxed to lessen the impact to homeowners and renters.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert, California, as follows:

SECTION 1. Rules 1111 and 1121 will have a negative impact as proposed and impose significant costs on millions of Southern California homeowners, renters, and businesses who are already struggling with rising costs.

SECTION 2. The City of Palm Desert opposes Proposed Amended Rules 1111 and 1121 and urges the SCAQMD to delay consideration until the proposed amendments lessen the impact on properties and allow for streamlined eligibility of incentives and rebates before deciding to enact these amendments.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2024-__ is a full, true, and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Desert on _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: ORDINANCE AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR THE CITY'S BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

RECOMMENDATION:

Introduce an Ordinance entitled, " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES."

BACKGROUND/ANALYSIS:

The City Council Subcommittee on Boards and Commissions, composed of Councilmember Pradetto and Mayor Harnik, met with staff on January 17, 2025, to discuss proposed updates to the municipal code governing the City's appointed bodies. The subcommittee expressed support for the recommended changes, which aim to ensure alignment with priorities, improve efficiency, and address concerns raised by staff liaisons.

The ordinance updates several key areas, including:

- **Finance Committee** – The updated language clarifies that the Finance Committee may review and provide recommendations on fiscal and investment policies only when specifically referred by the City Council. This change resolves previous conflicts where members introduced investment policy discussions that were not within the intended scope.
- **Resource Preservation & Enhancement Committee (RPEC)** – The Environmental Sustainability Plan and Greenhouse Gas Inventory referenced in the committee's bylaws are outdated and no longer used by staff. Additionally, the committee had been meeting without clear agenda items, leading to discussions outside its intended scope. To improve focus, RPEC will now meet on an as-needed basis, convening only when the City Council refers specific items or when staff determines committee input is beneficial.
- **Eligibility Requirements** – To prevent potential conflicts of interest, the ordinance prohibits relatives of City employees and officials from serving on any appointed body and establishes a 12-month waiting period after an employee leaves City service before their relatives may be eligible to serve.

- **Standardized Membership** – The ordinance establishes a seven-member standard for most appointed bodies to improve consistency and efficiency. This affects the Civic Engagement Committee (reduced from 12), Library Advisory Committee (increased from five plus two alternates), and Parks and Recreation Committee (reduced from nine). The Planning Commission remains at five members. No current members will be removed; reductions will occur gradually through attrition, which may result in some incumbent members not being reappointed when their terms expire.
- **Meeting Schedules** – Several committees have adjusted their meeting schedules based on workload and necessity. Below are the changes:

Committee	Current Schedule	New Schedule
Public Safety Committee	Monthly	Every other month
Civic Engagement Committee	Quarterly	Semi-annually
Homelessness Task Force	Every other month	Semi-annually
Cultural Resources Preservation Committee	Monthly	Every other month
Library Advisory Committee	Monthly	Quarterly
Resource Preservation & Enhancement Committee	Quarterly, up to every other month	As-needed

These changes ensure that meetings occur only when necessary, improving efficiency while maintaining transparency and community engagement.

Legal Review:

This report has been reviewed by the City Attorney’s Office.

FINANCIAL IMPACT:

There is minimal fiscal impact associated with the publication of the ordinance. Adjustments to meeting schedules may result in minor cost savings related to staff time and administrative expenses.

ATTACHMENTS:

1. Draft Ordinance – Redline Version
2. Draft Ordinance – Clean Version

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

The City Council of the City of Palm Desert, California, does hereby ordain as follows:

Section 1. Amendment to Municipal Code. Palm Desert Municipal Code Chapter 2.16 *Finance Committee* of Title 2 *Administration and Personnel*, is hereby amended as follows:

“CHAPTER 2.16 FINANCE COMMITTEE

2.16.020 Purpose.

The Finance Committee shall advise the city council and work to promote and enhance fiscal responsibility, accountability, integrity, and transparency., ~~and to recommend fiscal and investment policies for city council consideration.~~

2.16.050 Responsibilities.

The Finance Committee shall reviews and, if necessary, advises the city council on auditing and internal controls; ~~financial reporting; investments; municipal debt and refunding; financial reporting, investments, municipal debt and refunding,~~ and such other financial matters as referred by the city council. The committee may review and provide recommendations on fiscal and investment policies only when specifically referred by the city council. ~~functions as the city council may request.”~~

Section 2. Amendment to Municipal Code. Palm Desert Municipal Code Chapter 2.34 *Boards, Commissions, Committees, and Task Forces – General Provisions* of Title 2 *Administration and Personnel*, is hereby amended as follows:

“Chapter 2.34 BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES – GENERAL PROVISIONS

2.34.030 Eligibility.

B. **City Employees.** City employees are not eligible to serve as ~~a member~~ members ~~on of~~ an appointed body.

C. **Relatives of City Employees and Officials.** A relative of a city employee or city council member shall not ~~serve on any appointed body if it could entail reviewing one another's work~~ be eligible to serve on any appointed body and shall remain ineligible

for 12 months following the employee's separation from city employment.

1. "Relative" includes mother, father, sister, brother, spouse, domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, nieces, and nephews.

~~2. "Review" means the appointed body has oversight responsibilities, such as the Finance Committee, or its decision may be appealed to the city council; however, it does not include the routine sending of recommendations from the appointed body to the city council.~~

Section 3. Amendment to Municipal Code. Chapter 2.58 *Parks and Recreation Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

"Chapter 2.58 PARKS AND RECREATION COMMITTEE

2.58.020 Members.

The parks and recreation committee shall be ~~comprised~~composed of ~~seventy~~nine regular members from the community. Additionally, a representative from Desert Recreation District, Family YMCA of the Desert, and any other organization that has an interest in parks and recreation are encouraged to attend."

Section 4. Amendment to Municipal Code. Chapter 2.60 *Public Safety Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

"Chapter 2.60 PUBLIC SAFETY COMMITTEE

2.60.040 Meetings.

The Public Safety Committee may hold ~~monthly~~ meetings every other month at ~~such a date~~day, time, and place as set by ~~C~~Committee resolution or minute order."

Section 5. Amendment to Municipal Code. Chapter 2.62 *Civic Engagement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

"Chapter 2.62 CIVIC ENGAGEMENT COMMITTEE

2.62.030 Members.

The ~~C~~civic ~~E~~engagement ~~C~~committee shall be ~~comprised~~composed of ~~up to twelve~~seven members and should ~~represent~~reflect a cross-section of the community.

2.62.040 Meetings.

The Civic Engagement Committee may ~~hold meetings quarterly semi-annually on~~ at a date, time, and place as set by ~~c~~Committee resolution or minute order.”

Section 6. Amendment to Municipal Code. Chapter 2.66 *Resource Preservation & Enhancement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

**“Chapter 2.66 RESOURCE PRESERVATION & ENHANCEMENT
COMMITTEE**

2.66.020 Purpose.

The purpose of the Resource Preservation & Enhancement Committee is to ~~provide recommendations to the city council on policies and initiatives related to sustainability, resource conservation, and environmental stewardship~~ provide recommendations to the city council on policies and initiatives related to sustainability, resource conservation, and environmental stewardship ~~oversee the implementation of the Environmental Sustainability Plan (“Plan”) and Greenhouse Gas Inventory as approved by the city council and recommend to the city council any changes to this Plan.~~

2.66.040 Meetings.

The Resource Preservation & Enhancement Committee ~~shall meet on an as-needed basis at the direction of the City Council or when City staff determines that committee input would be beneficial for a specific project or policy matter.~~ shall meet on an as-needed basis at the direction of the City Council or when City staff determines that committee input would be beneficial for a specific project or policy matter. ~~may meet quarterly, up to bi-monthly, on a date, time, and place as set by Committee resolution or minute order.~~

2.66.050 Responsibilities.

~~The Resource Preservation & Enhancement Committee shall advise the city council on sustainability and resource conservation efforts as they relate to city policies, programs, and projects. Its responsibilities include providing input on sustainability and environmental policies, programs, and initiatives referred by the city council, as well as reviewing and offering recommendations on specific projects or policy proposals identified by city staff or the city council. The committee shall serve as a resource for evaluating best practices in environmental sustainability when requested and collaborate with stakeholders to support community engagement efforts related to environmental preservation when directed by the city council. The committee shall meet only when specific items are referred for review and consideration by the city council or when city staff identifies a project that would benefit from committee feedback. It shall be the responsibility of the Resource Preservation & Enhancement Committee to make recommendations to the city council with respect to matters concerning the City’s programs and targets in achieving identified actions in Environmental Sustainability Plan (“Plan”) and Greenhouse Gas Inventory. The Committee shall have the authority and responsibility to review staff reports and recommendations from City staff, offer comment and feedback, and help develop appropriate policies and actions to meet the Plan’s goals.”~~

Section 7. Amendment to Municipal Code. Chapter 2.70 *Homelessness Task Force* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.70 HOMELESSNESS TASK FORCE

2.70.040 Meetings.

The Homelessness Task Force may hold meetings ~~bi-monthly~~semi-annually ~~regular meetings~~ at a date, time, and place as set by ~~t~~Task ~~f~~Force resolution or minute order.”

Section 8. Amendment to Municipal Code. Palm Desert Municipal Code Title 29 *Cultural Resources*, Chapter 29.30 *Cultural Resources Preservation Committee*, is hereby amended as follows:

“Chapter 29.30 CULTURAL RESOURCES PRESERVATION COMMITTEE

29.30.030 Meetings.

The Cultural Resources Preservation Committee may hold ~~monthly~~regular meetings every other month at a date~~such day~~, time, and place as set by ~~c~~Committee resolution or minute order.”

Section 9. Amendment to Municipal Code. Section 2.74.070 *Library advisory committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.74 PUBLIC LIBRARY

2.74.070(C) Members. The committee shall be ~~comprised~~composed of ~~five~~ seven community members ~~and up to two alternate members~~.

2.74.070(D) Meetings. The committee may hold ~~monthly~~regular meetings quarterly at such a date, time, and place as set by committee resolution or minute order.

Section 10. Severability. If any section, subsection, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, unconstitutional, or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause or phrase would be declared invalid, unconstitutional or unenforceable.

Section 11. CEQA. The City Council hereby finds and determines that this Ordinance is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3)

because it can be seen with certainty that the Ordinance would not have the potential or possibility for causing a significant effect on the environment. Specifically, the proposed changes to the Municipal Code are primarily procedural and administrative in nature. Moreover, the changes are technical in nature and do not allow for specific development. In reviewing the Ordinance the City Council has exercised its independent judgment and has reviewed and considered the Ordinance in light of all testimony received, both oral and written. Therefore, based upon the entire administrative record, the City Council hereby determines that no further environmental review is required for the Ordinance.

SECTION 12. Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE PALM DESERT MUNICIPAL CODE TO UPDATE, CLARIFY, AND CODIFY BYLAWS AND GENERAL PROVISIONS FOR BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

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2.16.050 Responsibilities.

The Finance Committee shall review and, if necessary, advise the city council on auditing and internal controls, financial reporting, investments, municipal debt and refunding, and other financial matters as referred by the city council. The committee may review and provide recommendations on fiscal and investment policies only when specifically referred by the city council.”

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“Chapter 2.34 BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES – GENERAL PROVISIONS

2.34.030 Eligibility.

B. **City Employees.** City employees are not eligible to serve as members of an appointed body.

C. **Relatives of City Employees and Officials.** A relative of a city employee or city council member shall not be eligible to serve on any appointed body and shall remain ineligible for 12 months following the employee’s separation from city employment.

1. “*Relative*” includes mother, father, sister, brother, spouse, domestic partner, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, granddaughter, grandson, aunt, uncle, first cousin, nieces, and nephews.

Section 3. Amendment to Municipal Code. Chapter 2.58 *Parks and Recreation Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.58 PARKS AND RECREATION COMMITTEE

2.58.020 Members.

The parks and recreation committee shall be composed of seven regular members from the community. Additionally, a representative from Desert Recreation District, Family YMCA of the Desert, and any other organization that has an interest in parks and recreation are encouraged to attend.”

Section 4. Amendment to Municipal Code. Chapter 2.60 *Public Safety Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.60 PUBLIC SAFETY COMMITTEE

2.60.040 Meetings.

The Public Safety Committee may hold meetings every other month at a date, time, and place as set by committee resolution or minute order.”

Section 5. Amendment to Municipal Code. Chapter 2.62 *Civic Engagement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.62 CIVIC ENGAGEMENT COMMITTEE

2.62.030 Members.

The Civic Engagement Committee shall be composed of seven members and should reflect a cross-section of the community.

2.62.040 Meetings.

The Civic Engagement Committee may hold meetings semi-annually at a date, time, and place as set by committee resolution or minute order.”

Section 6. Amendment to Municipal Code. Chapter 2.66 *Resource Preservation & Enhancement Committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

**“Chapter 2.66 RESOURCE PRESERVATION & ENHANCEMENT
COMMITTEE**

2.66.020 Purpose.

The purpose of the Resource Preservation & Enhancement Committee is to provide recommendations to the city council on policies and initiatives related to sustainability, resource conservation, and environmental stewardship.

2.66.040 Meetings.

The Resource Preservation & Enhancement Committee shall meet on an as-needed basis at the direction of the City Council or when City staff determines that committee input would be beneficial for a specific project or policy matter.

2.66.050 Responsibilities.

The Resource Preservation & Enhancement Committee shall advise the city council on sustainability and resource conservation efforts as they relate to city policies, programs, and projects. Its responsibilities include providing input on sustainability and environmental policies, programs, and initiatives referred by the city council, as well as reviewing and offering recommendations on specific projects or policy proposals identified by city staff or the city council. The committee shall serve as a resource for evaluating best practices in environmental sustainability when requested and collaborate with stakeholders to support community engagement efforts related to environmental preservation when directed by the city council. The committee shall meet only when specific items are referred for review and consideration by the city council or when city staff identifies a project that would benefit from committee feedback.”

Section 7. Amendment to Municipal Code. Chapter 2.70 *Homelessness Task Force* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.70 HOMELESSNESS TASK FORCE

2.70.040 Meetings.

The Homelessness Task Force may hold meetings semi-annually at a date, time, and place as set by task force resolution or minute order.”

Section 8. Amendment to Municipal Code. Palm Desert Municipal Code Title 29 *Cultural Resources*, Chapter 29.30 *Cultural Resources Preservation Committee*, is hereby amended as follows:

“Chapter 29.30 CULTURAL RESOURCES PRESERVATION COMMITTEE

29.30.030 Meetings.

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Section 9. Amendment to Municipal Code. Section 2.74.070 *Library advisory committee* of Title 2 *Administration and Personnel* of the Palm Desert Municipal Code is hereby amended as follows:

“Chapter 2.74 PUBLIC LIBRARY

2.74.070(C) Members. The committee shall be composed of seven community members.

2.74.070(D) Meetings. The committee may hold meetings quarterly at a date, time, and place as set by committee resolution or minute order.

Section 10. Severability. If any section, subsection, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, unconstitutional, or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause or phrase would be declared invalid, unconstitutional or unenforceable.

Section 11. CEQA. The City Council hereby finds and determines that this Ordinance is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that the Ordinance would not have the potential or possibility for causing a significant effect on the environment. Specifically, the proposed changes to the Municipal Code are primarily procedural and administrative in nature. Moreover, the changes are technical in nature and do not allow for specific development. In reviewing the Ordinance the City Council has exercised its independent judgment and has reviewed and considered the Ordinance in light of all testimony received, both oral and written. Therefore, based upon the entire administrative record, the City Council hereby determines that no further environmental review is required for the Ordinance.

SECTION 12. Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON _____, 2025.

JAN HARNIK
MAYOR

ATTEST:

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. ____ is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on _____, 2025, and adopted at a regular meeting of the City Council held on _____, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on _____.

ANTHONY J. MEJIA
CITY CLERK

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 27, 2025

PREPARED BY: Mariela Salazar, Management Analyst, Economic Development

SUBJECT: PUBLIC HEARING REGARDING THE ECONOMIC SUBSIDY REPORT AND AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA PURSUANT TO GOVERNMENT CODE SECTION 53083; CONSIDERATION OF

RECOMMENDATION:

1. Hold the Public Hearing.
2. Approve the allocation of \$200,000 from the Invest Palm Desert Program for financial assistance towards the reconstruction of Papa Dan's Pizza and Pasta.
3. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
4. Adopt a Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA.
5. Authorize the Director of Finance to transfer \$200,000 from the Business Enhancement Program Account No. 4254430-4387500 to Account No. 4254430-4393000 for the approved amount.
6. Find that the above activities do not constitute a project under the California Environmental Quality Act (CEQA) and alternatively are categorically exempt from review under section 15301 (Existing Facilities)
7. Direct staff to file and post a Notice of Exemption consistent with the above-stated CEQA findings within five (5) working days of this approval.
8. Authorize the City Manager or designee to execute all documents required to effectuate the funds.

BACKGROUND/ANALYSIS:

Invest Palm Desert is the City of Palm Desert's Economic Development incentive program that provides a dedicated funding source for business support services. Invest Palm Desert was established to enhance the City of Palm Desert's ability to promote economic development, facilitate the growth of businesses that provide high-quality jobs, ensure a strong economic base to support services to its residents, aid in the diversification of the City's economy, and promote an improved quality of life within the City. The program is open to all Palm Desert based businesses and potential business looking to locate within the City.

As the result of a fire and complete destruction of the business, Papa Dan’s owner, Ira Mosley, has applied for assistance through the City’s Invest Palm Desert Program. Papa Dan’s Pizza and Pasta has been a cornerstone of the Palm Desert community for 40 years serving as a gathering place for residents and visitors. The restaurant has been a local fixture known for its family-friendly environment and quality food. On April 17, 2024, the Plaza de Monterey Shopping Center experienced a fire, resulting in the destruction of a building that housed five (5) businesses including Papa Dan’s. This destruction of this building led to a complete halt in operations leaving forty-five (45) employees without work. Papa Dan’s was able to secure a new tenant space within the same center; however, the owners are facing extensive financial challenges in covering new construction costs.

Papa Dan’s is requesting approval of financial assistance in the amount of \$200,000 from the Invest Palm Desert Program. The following Capital Improvements expenditures are identified in table A below:

Contribution	Amount
Insurance	\$650,000.00
Potential City Contribution	\$200,000.00
Private Equity (Ira)	\$167,166.00
Loans/Private Entities	\$461,939.63
Total Cost of Contributions	\$1,440,105.63

Under the Invest Palm Desert Program, Papa Dan’s qualifies for the Capital Improvement incentive due to its location in a Planned Commercial location and the supporting documents for financial assistance. The Capital Improvement requirement states: “Applicants may apply for a matching grant of 1:1 from the City up to a dollar amount that totals 50% of the requested hard costs of permanent capital improvements or rehabilitation. Permanent capital improvements can include elements such as facade enhancements, interior capital improvements, or other hard costs associated with rehabilitation, renovation, or redevelopment of a commercial or industrial building or structure”.

The agreement with Papa Dan’s for use of City funds includes a local source provision that requires Papa Dan’s to contract and purchase necessary equipment from Palm Desert based businesses. With at least 1% of sales tax generated by use of Palm Desert based businesses the City can expect approximately \$4,938 to be remitted back to the City. The local source provisions also ensure that several Palm Desert based businesses also benefit from use of these City funds, as view on table B.

Expense	Amount	Source
Cornerstone Restaurant Supply and Design	\$397,730.84	
Signarama	\$12,770.07	
Placencia Mirror and Glass	\$44,770.00	

Picard	\$71,954.72	Insurance/Private Equity
S&G Plumbing Services	\$38,500.00	
Innovation Building and Design	\$874,380.00	Insurance/Private Equity
Total	\$1,440,105.63	

The approved funding from the Invest Palm Desert Program provides a significant contribution toward recovery, but additional financial support is essential to bridge the gap and expedite the rebuilding process. Supporting Papa Dan's through this recovery effort aligns with the City's commitment to fostering a vibrant local economy, aiding small businesses, and maintaining the economic vitality of key commercial areas.

The reconstruction of Papa Dan's will also generate positive economic ripple effects, including the return of 40-45 jobs for employees and the attraction of patrons back to the area, which will benefit surrounding businesses.

Agreement Protections:

The agreement between the City of Palm Desert and Fine Quality Foods Inc. (Papa Dan's Pizza and Pasta) contains the following protections for the City:

1. **Use of Funds:** The funds disbursed by the City must only be used for capital improvements specified in Table B and cannot be used for other purposes.
2. **Conditions Precedent to Disbursement:** The City has several conditions that must be met before disbursing funds, including certifications and evidence of compliance by the Recipient. This gives the City control over the allocation and use of funds.
3. **Local Contracting Requirement:** The Recipient must contract businesses located in Palm Desert, ensuring economic benefit to the local economy.
4. **Minimum Investment:** The Recipient is required to invest at least \$1.2 million in the reconstruction of the business.
5. **Five-Year Operating Requirement:** The Recipient must operate continuously for at least five years. If the business fails to commence operations or ceases operation within this period, the City can demand repayment of \$100,000, secured by a clawback agreement.
6. **Right to Inspect and Audit:** The City retains the right to inspect and audit the Recipient's records to ensure compliance. The City can access land, facilities, or improvements related to the use of funds.
7. **Indemnification:** The Recipient must indemnify the City against any liabilities arising from the use of funds or the implementation of the agreement.

These clauses ensure that the City maintains oversight, control, and protection in case of non-compliance or improper use of funds.

If Papa Dan's were to be sold during the duration of the 5-year agreement, the agreement and terms will be passed on to the new owner. The agreement also includes provisions about tax responsibility, non-discrimination, and assignment restrictions.

Legal Review:

This report has been reviewed by the City Attorney's Office.

CEQA REVIEW:

Staff recommends the City council determine that the actions are not subject to the California Environment Quality Act ("Public Resources Code section 21000 et seq.") ("CEQA") because they do not qualify as a "project" under CEQA. The State CEQA Guidelines provide that "[a]n activity is not subject to CEQA if... the activity is not a project as defined in section 15378." (State CEQA Guidelines, § 15060(c).) Here, the actions do not qualify as a "project" as defined in State CEQA Guidelines section 15378 for at least two different reasons:

First, Section 15378 defines a project as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the acceptance of the EDS Report and approval of an agreement to disburse funds to assist a restaurant with interior improvements will not result in any physical changes to the environment. Accordingly, the actions are not a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of "project" the following: "organizational or administrative activities of governments that will not result in indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) The actions constitute a organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA. (Ibid.)

Even if the actions were considered a "project" subject to CEQA, they would be categorically exempt pursuant to State CEQA Guidelines section 15301. Class 1 (Existing Facilities). Class includes the "operation, repair, maintenance, or minor alteration of existing private structures... involving negligible or no expansion of existing or former use." While section 15301 provides examples, such as "interior or exterior alterations," it does not limit the scope of eligible project to those examples. The proposed actions involve modifications to the interior of a private structure. The improvements are confined to the existing private space and do not introduce new uses or intensify current operations. Therefore, the actions meet the criteria for the Class 1 categorical exemption which is shown in table A, allocating funds towards these capital improvements.

Further, none of the exceptions outlined in CEQA Guidelines section 15300.2 apply. There is no possibility of a significant cumulative impact as staff does not anticipate that other projects of the same type will take place at the project site or in the surrounding area. The property does not present any unusual circumstances such as unusual resources, an unusual location, or unusual

physical qualities inherent to the project site that might result in significant impacts. The project area is developed and does not contain any environmentally sensitive areas. The project would not damage any scenic resources, including trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway. The project is not located on a hazardous waste site or any other site included on a list compiled pursuant to Government Code section 65962.5 and the proposed project will not cause a substantial adverse impact change in the significance of a historical resource because there are no historical resources near the proposed project such that project impacts would not have any substantial adverse changes in the significance of a historical resource.

A notice of exemption (NOE) will be filed with the County Recorder's Office and submitted to the State Clearinghouse within five (5) workdays should the project receive final approval.

FINANCIAL IMPACT:

Based on Papa Dan's historical sales tax revenues, staff projects the establishment will generate approximately \$100,000 in sales tax revenue for the City in the next 5 years. To support the restaurant and its employees, staff is requesting City Council's approval for financial assistance in the amount of \$200,000 to aid in the reconstruction of Papa Dan's.

Additionally, once Papa Dan's is in operation for 10 years, the City is expected to recover the full \$200,000 investment.

Funds are available in the Business Enhancement Program and may be transferred to Account No. 4254430-4393000 for this purpose.

ATTACHMENTS:

1. Papa Dan's Invest Palm Desert Application
2. Letter to City Council
3. Capital Improvements Supporting Documents
4. Papa Dan's Agreement for Recipients of Funds
5. Papa Dan's Economic Subsidy Report
6. Papa Dan's Resolution Approving Agreement
7. Papa Dan's Resolution Accepting Economic Subsidy Report



City of Palm Desert/Economic Development Department
Invest Palm Desert Application

73-510 Fred Waring Drive • Palm Desert • California • 92260 • (760) 346-0611

Refer to attached Application Instructions for information on how to complete the application. If you have any questions, contact City staff at 760-776-6441 or msalazar@palmdesert.gov

Step 1. Provide complete information about the applicant(s):

Business Name: PAPA DANK PIZZA & PASTA

Business Owner: IRA MASLEY Telephone: 760-774-4623
 Name _____

Mailing Address: 88 MAGDALENA DR. Fax number: _____

City: BANERO MIRAGE State: CA Zip: 92270 Email: IRA @ PAPA DANK PALM DESERT . COM

Property Owner: PDM CORP. Telephone: _____
 Name _____

Mailing Address: 7135 E BRIDGEWOOD Fax number: _____

City: ANAHEIM State: CA Zip: 92808 Email: PLAZA@MONTEREY.EDOUTLOOK.COM

Representative: MIKE CONNORS Telephone: _____
 Name _____

Mailing Address: 7135 E BRIDGEWOOD Fax number: _____
 City: ANAHEIM State: CA Zip: 92808 Email: PLAZA@MONTEREY.EDOUTLOOK.COM

Send correspondence to: Business Owner Property Owner Representative

Preferred method of contact: USPS Email Phone

Step 2. Provide information about the proposed project location:

Project Address(s): 1304 Country Club Dr. F-1 Palm Desert, CA 92270

Assessor Parcel Number(s): _____

Step 3: Does the project meet the following Eligibility Criteria (check all that apply)?

- This project is within the City of Palm Desert.
- The improvements are architecturally significant.
- The improvements add a minimum of 20% of the current square footage of an existing location.
- The improvements add a minimum of 1,000 square feet.
- Provides 1 full-time permanent job with salaries equal to or greater than 100% of the most recent Area Median Income for Riverside County per \$100,000 of incentives.
- Provides 2 full-time permanent jobs with salaries equal to or greater than 90% of the most recent Area Median Income for Riverside County per \$100,000 of incentives.

Property Owner Signature: By signing this application I certify that the information provided is accurate. I understand that qualification in the Invest Palm Desert program lies solely with the City of Palm Desert and this application is not a guarantee of funding.

<i>Michael Contois</i>	Michael Contois	10/15/2024
Signature	Print Name	Date

Be advised that any or all application materials may be viewed by the public pursuant to the State of California Government Code Title 1, Division 7, Chapter 3.5, 6250-6276.48. And, that request for funds is subject to State of California Government Code Title 5, Division 2, Part 1, Chapter 1, 53060-53087.8. Applicants are advised that all projects will require a completed City application along with the required fee(s). For projects that require it, plans must be submitted to the Department of Community Development and Public Works and are subject to all review(s) by elected bodies including by the Architectural Review Committee prior to final qualification for funding.



Papa Dan's

73-011 Country Club Drive, F1
Palm Desert, CA 92260
760-568-3267
email: info@papadanspalmdesert.com
www.papadanspalmdesert.com

November 15, 2024

TO: Palm Desert City Council
ATTN. Karina Quintanilla
Jan Harnik
Gina Nestande
Evan Trubee
Kathleen Kelly

FROM: Ira Mosley
Papa Dan's Pizza & Pasta

Greetings to all,

To say I am humbled by the response of the City Council is an understatement. The outpouring of support from all of you and the entire city and valley has been overwhelming to say the least. There isn't a day that goes by that I don't get stopped, get a call or text, or an email from someone asking when we will be reopening and how devastated they were to hear what had happened. I never knew that I was so popular and that Papa Dan's was such an iconic spot in Palm Desert and the entire valley.

For 40 years Papa Dan's has served the community with great pleasure. I know some of the council members when they were kids coming in for dinner with their parents and another who used to bring their children when they were small in for pizza. Community has always been my thing and I have gone out of my way to support endless venues in Palm Desert and the valley in general. From elementary schools to high school fundraisers, to endless charities, to Eisenhower Medical Center, Marriott Hotels, homeless shelters and shelters for battered women. It is how I was raised and I am proud of all the things I have done for so many good causes.



Papa Dan's

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I have never asked for anything in my life. I was brought up to do things on my own and have always done this. Unfortunately, now it is my time to ask for help. I am in a situation now that could hamper the reopening of Papa Dan's and am asking the City Council and the city of Palm Desert to help make this happen.

I was insured for the fire but like all people, I thought it would never happen to me, or if it did, that it would be a kitchen fire and we would have to replace that part and be up and going in no time. Never would I have thought that an arsonist, starting a fire in an adjacent unit would take the entire building down to the ground. The restaurant was a total loss, absolutely nothing salvageable. That was the hard part as there were many items in the restaurant that were collected in our travels and were one of a kind items that are gone forever.

Rather than wait for the old building to be rebuilt, which could be up to two years, we decided to relocate in the same center at the other end. There was a 5000 sq foot, free standing building that used to be Video Depot, available and we took it. It is about 1500 sq feet larger but it was already built. It was a shell and I have come to find out that building a restaurant from the ground up is quite a task. Monumental to say the least. It was definitely not something I planned on at my age but decided to take it on and put Papa Dan's back in business.

The costs of doing this are also monumental and beyond the scope of what I received from insurance. They devalued things as they were old and the replacements are incredibly expensive. I have attached some of these items as well as some other capital improvement items and whatever the city can do would be incredible. It will help Papa Dan's once again become an integral part of Palm Desert and the Coachella Valley.

Words cannot express my gratitude to all of you and the City of Palm Desert for all you have done for Papa Dan's.

Most sincerely,

Ira Mosley ``



Quote

12/20/2024

Ship To:
Plans: Papa Dans Quote


From:
Cornerstone Restaurant Supply &
Design, Inc.
Sean Kelly
73605 Dinah Shore Drive, 1600
Palm Desert, CA 92211-0808
760-770-4036
(760) 770-4036 (Contact)





Project Code: 315780

Item	Qty	Description	Sell	Sell Total
A 01		SPARE NO.		
A 02		SPARE NO.		
A 03	1 ea	AIR CURTAIN Berner Model No. SHD07-1048A Sanitation Certified Series High Performance Air Curtain, 48" long, unheated, (1) 3/4 hp motor, for doors up to 7-feet high, specify exterior, indoor or exterior mounting, cULus, UL EPH Classified, MADE IN USA 1 ea NOTE:Contact Name / Phone Number and/or Email required at time of order 1 ea Five year parts warranty (unheated units) 1 ea If special freight fees are requested, (See below) all applicable fees will be added to the invoice; fees subject to change; contact factory for addition information. 1 ea A 120v/60/1-ph 1 ea 9503SD025-PR-A Plunger/Roller Door Switch, NEMA 1, max. amp draw of 20 amps, 120-240v/1ph 1 ea White powder coat exterior finish, standard Weight: 68 lbs total	\$881.65	\$881.65
			ITEM TOTAL:	\$946.11
A 04	1 ea	WATER FILTRATION SYSTEM, FOR ICE MACHINES Hoshizaki Model No. H9320-53 Water Filtration System, triple configuration, 19.15" H (manifold & cartridge) Dimensions 19.15(h)	\$634.84	\$634.84







Item	Qty	Description	Sell	Sell Total
	1 ea	Warranty: 1-Year on entire water filtration system & replaceable elements, standard		
			ITEM TOTAL:	\$634.84
A 05	1 ea	ICE MAKER, CUBE-STYLE Hoshizaki Model No. KM-1340MAJ Ice Maker, Cube-Style, 30"W, air-cooled, self-contained condenser, production capacity up to 1275 lb/24 hours at 70°/50° (1089 lb AHRI certified at 90°/70°), stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1-ph, 13.2 amps, NSF, UL Dimensions 41.5(h) x 30(w) x 27.38(d)	\$7,806.15	\$7,806.15
	1 ea	Warranty: 3-Year parts & labor on entire machine		
	1 ea	Warranty: 5-Year parts & labor on evaporator		
	1 ea	Warranty: 5-Year parts on compressor & air-cooled condenser		
	1 ea	NOTE: If neutral not available, transformer kit HS-5030 is required. Refer to instruction manual for installation and electrical requirements.		
	1 ea	B-800SF Ice Bin, 48"W, top-hinged front-opening door, 800-lb ice storage capacity, for top-mounted ice makers, stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL, ETL-Sanitation	\$1,923.32	\$1,923.32
	1 ea	Warranty: 3-Year parts & labor for bin		
	1 kt	HS-2034 Top Kit, 14", ABS	\$155.18	\$155.18
	1 kt	HS-2032 Top Kit, 4", ABS	\$141.08	\$141.08
	1 ea	Warranty: 1-Year on entire water filtration system & replaceable elements, standard Weight: 507 lbs total		
			ITEM TOTAL:	\$10,025.73
A 06	3 ea	HAND SINK GSW USA Model No. HS-1615S Hand Sink, wall mount, one compartment, 15-3/4"W x 15-1/4"D x 13-3/8"H overall size, 12-1/2" wide x 9-3/4" front-to-back x 5-5/8" deep sink bowl, welded splash guards, includes: no lead wall mount gooseneck faucet (AA-410G) & strainer (AA-141), wall mount bracket, 304 stainless steel construction, ETL Dimensions 16.38(h) x 15.75(w) x 15.25(d) Weight: 42 lbs total	\$158.03	\$474.09
			ITEM TOTAL:	\$474.09
A 07		SPARE NO.		
A 08	1 ea	AIR CURTAIN	\$793.70	\$793.70


Item	Qty	Description	Sell	Sell Total
		Berner Model No. SHD07-1036A Sanitation Certified Series High Performance Air Curtain, 36" long, unheated, (1) 3/4 hp motor, for doors up to 7-feet high, specify exterior, indoor or exterior mounting, cULus, UL EPH Classified, MADE IN USA		
	1 ea	NOTE:Contact Name / Phone Number and/or Email required at time of order		
	1 ea	Five year parts warranty (unheated units)		
	1 ea	If special freight fees are requested, (See below) all applicable fees will be added to the invoice; fees subject to change; contact factory for addition information.		
	1 ea	A 120v/60/1-ph		
	1 ea	9503SD025-PR-A Plunger/Roller Door Switch, NEMA 1, max. amp draw of 20 amps, 120-240v/1ph	\$64.46	\$64.46
	1 ea	White powder coat exterior finish, standard Weight: 64 lbs total		
			ITEM TOTAL:	\$858.16
A 09	1 ea	HAND SINK GSW USA Model No. HS-1615F Hand Sink, wall mount, foot operated, 12-1/2"W x 9-3/4"D front-to-back, 5-1/2" deep bowl, includes lead free faucet & strainer, removable front cover, 1-7/8" drain, 304 stainless steel, ETL Dimensions 41(h) x 15.75(w) x 15.25(d) Weight: 35 lbs total	\$686.52	\$686.52
			ITEM TOTAL:	\$686.52
A 10		SPARE NO.		
A 11	2 ea	LOCKER GSW USA Model No. ELS-6DR Employee Locker, 6-tier, 12"W x 16"D x 77"H, door pulls, grid vented, 6" adjustable legs, powder coated beige Dimensions 77(h) x 12(w) x 16(d) Weight: 130 lbs total	\$214.42	\$428.84
			ITEM TOTAL:	\$428.84
A 12		SPARE NO.		
A 13		SPARE NO.		
A 14		SPARE NO.		
B 01	1 ea	BEVERAGE COUNTER	\$5,593.64	\$5,593.64





Item	Qty	Description	Sell	Sell Total
		Advance Tabco Model No. BEV-30-84L Beverage Table, 84" W, with 14" x 16" x 12" deep sink on left with faucet 4"OC, urn trough 5" x 36" with no splash drain plate, 14 gauge 304 stainless steel top with no drip counter top edge, 10" x 2" backsplash, enclosed stainless steel base with bottom & intermediate undershelves, stainless steel legs, NSF Dimensions 46(h) x 84(w) x 30(d)		
	1 ea	TA-34 Top cut-out for drop in equipment (per cut-out)	\$165.96	\$165.96
	1 ea	TA-40 Remove undershelf in cabinet base for slide in buyout		
	1 ea	TA-42-30 Interior partition, 2-1/2" x 30" (each)	\$147.26	\$147.26
	1 ea	TA-48 12" x 12" cut out for plumbing in back panel or undershelf	\$157.55	\$157.55
		Weight: 365 lbs total		
			ITEM TOTAL:	\$6,064.41
B 02		SPARE NO.		
B 03	1 ea	GLASS FILLER STATION BK Resources Model No. BK-WS-1SGF-G Glass Filler Water Station, sink with faucet, drop-in, locking clip on faucet for continuous flow, stainless steel construction, lead free, NSF Dimensions 15.33(h) x 13.75(w) x 10.75(d) Weight: 7.5 lbs total	\$227.41	\$227.41
				
			ITEM TOTAL:	\$227.41
B 04	1 ea	SHELVING, WALL MOUNTED Omcan USA Model No. 22109 (22109) Shelf, wall-mounted, solid, 36"W x 12-3/4"D x 11-1/2"H, 231 lb load capacity, 18 gauge 430 stainless steel, NSF Dimensions 11.5(h) x 36(w) x 12.75(d) Weight: 11 lbs total	\$65.94	\$65.94
				
			ITEM TOTAL:	\$65.94
B 05		SPARE NO.		
B 06	1 ea	SHELVING, WALL MOUNTED Omcan USA Model No. 22110 (22110) Shelf, wall-mounted, solid, 48"W x 12-3/4"D x 11-1/2"H, 253 lb load capacity, 18 gauge 430 stainless steel, NSF Dimensions 11.5(h) x 48(w) x 12.75(d) Weight: 15 lbs total	\$81.50	\$81.50
				
			ITEM TOTAL:	\$81.50
B 07		SPARE NO.		
B 08		SPARE NO.		


Item	Qty	Description	Sell	Sell Total
B 09		SPARE NO.		
B 10	1 ea	UNDERCOUNTER REFRIGERATOR Atosa USA, Inc. Model No. MGF8401GR Atosa Undercounter Refrigerator, reach-in, one-section, 27-9/16"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 7.15 cu. ft., (1) right hinged solid door, digital temperature control, 33° to 40°F temperature range, (1) adjustable shelf, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 34.25(h) x 27.56(w) x 30(d) 1 ea 2 year labor & parts warranty, 5 years warranty on compressor (continental USA only) Weight: 171 lbs total	\$1,347.76	\$1,347.76
			ITEM TOTAL:	\$1,347.76
B 11		SPARE NO.		
B 12		SPARE NO.		
B 13		SPARE NO.		
B 14		SPARE NO.		
B 15		SPARE NO.		
B 16	1 ea	DISPLAY CASE, HOT FOOD, COUNTERTOP Hatco Model No. FSDT-1 Flav-R-Savor® holding & display cabinet, (1) door, (4) tier circle rack with motor, LED lighting, with 6 ft cord & plug, 1440 watts, CE, cULus, UL EPH Classified, Made in USA Dimensions 32.54(h) x 22.42(w) x 24.11(d) 1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details 1 ea NOTE: Includes 24/7 parts & service assistance, call 414-671-6350 1 ea One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Savor® metal sheathed air heating elements 1 ea 120v/60/1-ph, 1414 watts, 11.8 amps, NEMA 5-15P (domestic voltage), standard 1 ea STANDARD Clear Anodized Aluminum housing, finish, standard (available at time of purchase only) 1 ea (4) Tier circle rack, standard Weight: 128 lbs total	\$3,010.15	\$3,010.15
			ITEM TOTAL:	\$3,010.15
B 17	1 ea	DISPLAY CASE, REFRIGERATED BAKERY	\$9,913.71	\$9,913.71

Item	Qty	Description	Sell	Sell Total
		<p>True Mfg. – Specialty Display Model No. TGM-R-77-SC/SC-B-W Glass Merchandiser, refrigerated, 77-1/4"W, self-contained refrigeration, with fixed curved glass front, solid colored sides, (2) rear sliding glass doors, (3) tiered levels of adjustable white PVC coated wire shelves (6 shelves total), LED interior lighting, black powder coated exterior, white powder coated interior, R290 Hydrocarbon refrigerant, 1/2 HP, 115/60/1-ph, 12.0 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA Dimensions 49.13(h) x 77.25(w) x 39(d)</p> <p>1 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.</p> <p>1 ea Self-contained refrigeration standard Weight: 855 lbs total</p>		
			ITEM TOTAL:	\$9,913.71
B 18	1 ea	<p>DRAFT BEER COOLER Arctic Air Model No. ADD48R-2 Direct Draw Draft Beer Dispenser, 49"W, 12.5 cu. ft. capacity, side mounted self-contained refrigeration, electronic thermostat with digital LED display, 33°F to 41°F temperature range, (2) tap towers, (2) faucets per tower, interior top ventilated stainless steel duct, (2) solid hinged doors with locks, LED interior lighting, external drain mount, mounted 4-way air distributor, stainless steel interior, reinforced stainless steel threshold & floor, 1-1/2" solid foamed stainless steel countertop, black powder coated steel front & sides, (4) 3-1/4" casters (2 locking), R290 Hydrocarbon refrigerant, 480 BTU/h rejected heated air gain, 2/5 HP, 3.0 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 39.5(h) x 49(w) x 24(d)</p> <p>1 ea 2 year parts & labor, 5 years on compressor warranty standard</p> <p>1 ea Any Arctic Air model installed in mobile application such as concession trailers, food trucks, etc. or in an outdoor venue shall be limited to one (1) year parts, labor, & compressor warranty only. Models ACP40, ACP48, ACP55, ACP63, ACP4SQ, & ACPSQ are limited to one (1) year parts & labor coverage. Models AWR25 and AWF25 are limited to one (1) year parts & labor coverage and five (5) year compressor warranty. Light bulbs, door gaskets, etc... are limited to a 90-day warranty period & door hinges to a one (1) year period. The warranty is not valid for Residential use.</p> <p>1 ea Standard warranty only</p> <p>1 ea 3" casters (2 locking), set of 4, standard Weight: 230 lbs total</p>	\$2,345.20	\$2,345.20
			ITEM TOTAL:	\$2,345.20
B 19		SPARE NO.		
B 20	3 ea	SHELVING, WALL MOUNTED	\$81.50	\$244.50

Item	Qty	Description	Sell	Sell Total
	1 ea	Natural Gas Weight: 365 lbs total		
			ITEM TOTAL:	\$4,507.65
C 21.1	1 kt	GAS CONNECTOR HOSE KIT / ASSEMBLY Dormont Manufacturing Model No. RG7548 Packed 1 kt Dormont ReliaGuard® Foodservice Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with gray PVC, (1) quick disconnect, coiled restraining cable with hardware, limited 5 year warranty Dimensions 26.63(h) x 10.38(w) x 2.88(d) Weight: 6.27 lbs total	\$149.00	\$149.00
			ITEM TOTAL:	\$149.00
C 22	1 ea	EQUIPMENT STAND, REFRIGERATED BASE Atosa USA, Inc. Model No. MGF8450GR Atosa Chef Base, one-section, 48-2/5"W x 33"D x 26-3/5"H, side-mounted self-contained refrigeration, 7.7 cu. ft., (2) self-closing drawers with recessed handles, digital temperature control, 34° to 40°F temperature range, includes (4) 12 x 20 & (6) 1/6 stainless steel pans, stainless steel interior & exterior, 5" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 2.3 amps, 115v/60/1-ph, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 26.6(h) x 48.4(w) x 33(d) 1 ea 2 year labor & parts warranty, 5 years warranty on compressor (continental USA only) 1 ea 1/6 size, 4" deep metal pans and dividers included (see specsheet for exact pans included per model) Weight: 258 lbs total	\$2,156.96	\$2,156.96
			ITEM TOTAL:	\$2,156.96
C 23	1 ea	CHEESEMELTER, GAS American Range Model No. ARCM-48 Cheesemelter, gas, 48" wide, (2) infrared burners, manual controls with pilot, (1) rack with 3-rack position, stainless steel construction, 12.0kW, 40,000 BTU, ETL, Made in USA Dimensions 21.5(h) x 48(w) x 18(d) 1 ea Standard two year limited warranty on parts & labor 1 ea Natural Gas 1 ea A37951 Wall mount Bracket for ARCM-48 Weight: 188 lbs total	\$2,895.75	\$2,895.75
			\$400.06	\$400.06
			ITEM TOTAL:	\$3,295.81
C 24	1 ea	RANGE, 48", 8 OPEN BURNERS	\$5,791.50	\$5,791.50

Item	Qty	Description	Sell	Sell Total
		American Range Model No. AR-8-126L-SBR Restaurant Range, gas, 48", (8) 32,000 BTU open burners, (1) 26-1/2" standard oven on left, (2) racks, (1) 11" storage base on right, stainless steel front, sides, choice of high shelf and riser, 20" riser or 6" stub back, 6" adjustable chrome plated legs, 86.0kW, 291,000 BTU, cETLus, ETL-Sanitation, Made in USA Dimensions 56(h) x 48(w) x 32.25(d)		
	1 ea	Standard two year limited warranty on parts & labor		
	1 ea	Natural Gas		
	1 ea	6" stub back, stainless-steel		
	1 st	A35117 Casters, set of 4 (2 locking) Weight: 570 lbs total	\$200.48	\$200.48
			ITEM TOTAL:	\$5,991.98
C 24.1	1 kt	GAS CONNECTOR HOSE KIT / ASSEMBLY Dormont Manufacturing Model No. RG7548 Packed 1 kt Dormont ReliaGuard® Foodservice Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with gray PVC, (1) quick disconnect, coiled restraining cable with hardware, limited 5 year warranty Dimensions 26.63(h) x 10.38(w) x 2.88(d) Weight: 6.27 lbs total	\$149.00	\$149.00
			ITEM TOTAL:	\$149.00
C 25		SPARE NO.		
C 26	2 ea	UNDERCOUNTER REFRIGERATOR Atosa USA, Inc. Model No. MGF8403GR Atosa Undercounter Refrigerator, reach-in, two-section, 60-1/4"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 17.2 cu. ft., (2) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 34.25(h) x 60.25(w) x 30(d)	\$2,309.28	\$4,618.56
	2 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	2 ea	MROS-5RE Overshelf, double, 60-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable, 18/430 stainless steel, NSF Weight: 590 lbs total	\$283.56	\$567.12
			ITEM TOTAL:	\$5,185.68
C 27		SPARE NO.		
C 28	1 ea	MICROWAVE OVEN	\$279.45	\$279.45

Item	Qty	Description	Sell	Sell Total
	1 ea	<p>Sharp Model No. R-21LCFS Microwave Oven, medium duty, 1000 watts, 1.0 cu. ft. capacity, stainless steel door, cavity and outer wrapper, durable side-hinged see-thru door, (1) power level, 6 minutes manual light up dial timer, timer heating-time guide, timer resets to 0 when door is opened during cooking cycle, 120v/60/1-ph, 14 amp, NEMA 5-15P, UL, NSF Dimensions 12.17(h) x 20.5(w) x 18.03(d) Warranty: 1 year parts, labor & travel, 3 years on Magnetron, standard Weight: 44 lbs total</p>		
			ITEM TOTAL:	\$279.45
C 29		SPARE NO.		
	2 ea	<p>DISH CABINET BK Resources Model No. BKDC-1560 Dish Cabinet, open front, 60"W x 15"D, 14/304 stainless steel top, 18/304 stainless steel body, fixed position shelf, 6"H stainless steel legs with adjustable bullet feet, NSF Dimensions 35.5(h) x 60(w) x 15(d) Weight: 254 lbs total</p>	\$853.99	\$1,707.98
			ITEM TOTAL:	\$1,707.98
C 31		SPARE NO.		
	2 ea	<p>SANDWICH / SALAD PREPARATION REFRIGERATOR Atosa USA, Inc. Model No. MSF8302GR Atosa Sandwich/Salad Top Refrigerator, two-section, 48-1/5"W x 30"D x 41-3/8"H, includes (12) 1/6 poly pans, rear-mounted, self-contained refrigeration, 13.4 cu. ft., (2) solid hinged self-closing doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, 9-1/4" poly cutting board, ventilated refrigeration, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 3" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 41.38(h) x 48.2(w) x 30(d) 2 ea 2 year labor & parts warranty, 5 years warranty on compressor (continental USA only) 2 ea MROS-4RE Overshelf, double, 48-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable, 18/430 stainless steel, NSF 2 ea 1/6 size, 6" deep poly pans and dividers included Weight: 604 lbs total</p>	\$2,194.36	\$4,388.72
			ITEM TOTAL:	\$4,915.04
C 33		SPARE NO.		
	1 ea	UNDERCOUNTER REFRIGERATOR	\$1,925.08	\$1,925.08

Item	Qty	Description	Sell	Sell Total
		Atosa USA, Inc. Model No. MGF8402GR Atosa Undercounter Refrigerator, reach-in, two-section, 48-1/4"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 13.38 cu. ft., (2) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 34.25(h) x 48.25(w) x 30(d)		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	MROS-4RE Overshelf, double, 48-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable, 18/430 stainless steel, NSF Weight: 257 lbs total	\$263.16	\$263.16
			ITEM TOTAL:	\$2,188.24

C 35 **SPARE NO.**

D 01	1 ea	SOILED DISHTABLE BK Resources Model No. BKSDT-48-R-P3-G Soiled Dishtable, straight design, 48"W x 30-3/8"D x 46-1/4"H, right-to-left operation, 18/304 stainless steel top, 20" x 20" x 8" deep pre-rinse sink, 8" OC splash mount pre-rinse faucet (BKF-SMPR-WB-G), 10"H backsplash, raised rolled edges on front & sides, (1) pre-rinse basket (BK-PRB-5), includes basket drain (BKDR-4), galvanized legs & side bracing, high impact corrosion resistant adjustable bullet feet, NSF Dimensions 46.25(h) x 48(w) x 30.38(d) Weight: 83 lbs total	\$1,028.39	\$1,028.39
			ITEM TOTAL:	\$1,028.39




D 02 **SPARE NO.**



D 03 **SPARE NO.**



D 04 **SPARE NO.**


D 05 **SPARE NO.**

D 06	1 ea	CLEAN DISHTABLE BK Resources Model No. BKCDT-26-L Clean Dishtable, straight design, 26"W x 30-3/8"D x 46-1/4"H, right-to-left operation, 18/304 stainless steel top, 10"H backsplash, raised rolled edge on front & side, galvanized legs & side bracing, high impact corrosion resistant adjustable bullet feet, NSF Dimensions 46.25(h) x 26(w) x 30.38(d) Weight: 33.5 lbs total	\$320.71	\$320.71
			ITEM TOTAL:	\$320.71


Item	Qty	Description	Sell	Sell Total
D 07	1 ea	THREE (3) COMPARTMENT SINK BK Resources Model No. BKS-3-1824-14-24T Sink, three compartment, 102"W x 29-13/16"D x 43-3/4"H overall size, 18" wide x 24" front-to-back x 14" deep compartments, (2) left & right 24" drainboards, 9"H backsplash, 8" OC splash mount faucet holes, 1-1/2" rolled edges on front & sides, includes basket drains (BKDR-4), 18/304 stainless steel construction, galvanized steel legs, adjustable high impact corrosion resistant feet, NSF Dimensions 43.75(h) x 102(w) x 29.81(d)	\$1,433.39	\$1,433.39
				
	1 ea	BKF-SMPR-WB-AF14-G OptiFlow™ Pre-Rinse Assembly, with 14" add-on faucet, splash-mounted, 8" OC, triple ply hose, 1/4 turn ceramic cartridges, integral check valves, color coded hot & cold indicators, 1/2" female inlets, 12" wall bracket, lead free, NSF, cCSAus Weight: 123 lbs total	\$350.40	\$350.40
			ITEM TOTAL:	\$1,783.79
D 08		SPARE NO.		
D 09		SPARE NO.		
D 10	1 ea	OVERSHELF BK Resources Model No. BKWS6-1496-PR Premium Overshelf, wall mount with pot rack, 96"W x 14"D, 16/304 stainless steel, 1-1/2"H rear up-turn, (3) 9-3/4" angle supports, (8) stainless steel double prong hooks (BKSSDPH), NSF Dimensions 11.25(h) x 96(w) x 14(d) Weight: 50 lbs total	\$1,127.52	\$1,127.52
				
			ITEM TOTAL:	\$1,127.52
D 11		SPARE NO.		
D 12		SPARE NO.		
E 01	1 ea	PIZZA PREPARATION REFRIGERATOR Atosa USA, Inc. Model No. MPF8203GR Atosa Refrigerated Pizza Prep Table, three-section, 93"W x 33-1/0"D x 44"H, side-mounted self-contained refrigeration, 28.4 cu. ft., (3) self-closing hinged solid doors with locks, digital temperature control, 33° to 38°F temperature range, automatic evaporation, air defrost, includes, (6) shelves, 19-1/4" poly cutting board, (12) 1/3 stainless steel pans, stainless steel interior & exterior, galvanized steel back, 5" casters, R290 Hydrocarbon refrigerant, 1/4 HP, 3.1 amps, 115v/60/1-ph, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 44(h) x 93(w) x 33.01(d)	\$4,502.28	\$4,502.28
				
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	MROS-93P Overshelf, double, for pizza prep table, 93"W x 14"D x	\$401.88	\$401.88

Item	Qty	Description	Sell	Sell Total
		47"H, sound deadened, adjustable,18/430 stainless steel, NSF Weight: 582 lbs total		
			ITEM TOTAL:	\$4,904.16
E 02		SPARE NO.		
E 03		SPARE NO.		
E 04		SPARE NO.		
E 05	2 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR Atosa USA, Inc. Model No. MSF8302GR Atosa Sandwich/Salad Top Refrigerator, two-section, 48-1/5"W x 30"D x 41-3/8"H, includes (12) 1/6 poly pans, rear-mounted, self-contained refrigeration, 13.4 cu. ft., (2) solid hinged self-closing doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, 9-1/4" poly cutting board, ventilated refrigeration, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 3" casters, R290 Hydrocarbon refrigerant, 1/7 HP, 115v/60/1-ph, 2.3 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 41.38(h) x 48.2(w) x 30(d)	\$2,194.36	\$4,388.72
				
	2 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	2 ea	MROS-4RE Overshelf, double, 48-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable,18/430 stainless steel, NSF	\$263.16	\$526.32
	2 ea	1/6 size, 6" deep poly pans and dividers included Weight: 604 lbs total		
			ITEM TOTAL:	\$4,915.04
E 06		SPARE NO.		
E 07	1 ea	UNDERCOUNTER REFRIGERATOR Atosa USA, Inc. Model No. MGF8403GR Atosa Undercounter Refrigerator, reach-in, two-section, 60-1/4"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 17.2 cu. ft., (2) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 34.25(h) x 60.25(w) x 30(d)	\$2,309.28	\$2,309.28
				
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	MROS-5RE Overshelf, double, 60-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable,18/430 stainless steel, NSF Weight: 295 lbs total	\$283.56	\$283.56
			ITEM TOTAL:	\$2,592.84




Item	Qty	Description	Sell	Sell Total
E 08		SPARE NO.		
E 09	1 ea	 PLANETARY MIXER Globe (Middleby) Model No. SP60 (QUICK SHIP) Planetary Mixer, floor model, 3-speed (fixed), 60 qt. (57 liter) stainless steel bowl, #12 attachment hub, includes: stainless steel removable bowl guard with built-in ingredient chute, stainless steel wire whip, aluminum flat beater, aluminum spiral dough hook & bowl truck, safety interlocked bowl lift, gear-driven, high torque transmission, heat-treated hardened steel alloy gears & shafts, thermal overload protection, front-mounted digital touchpad controls with 60-minute digital timer & last batch recall, non-slip rubber feet, cast iron body, enamel gray finish, 3 HP motor, cord, NSF, cETLus (Ships within 1-2 days) Dimensions 58(h) x 28.5(w) x 33.5(d) 1 ea Quick Ship items have limited configurations & that standard configuration may not apply. Contact factory for details 1 ea 2 year parts & labor warranty (1 year parts only warranty on agitator and hub accessories, no labor provided) (excludes wear items), standard 1 ea 220v/60/1-ph, 23.0 amps, NEMA L6-30P Weight: 700 lbs total	\$15,660.70	\$15,660.70
			ITEM TOTAL:	\$15,660.70
E 10	1 ea	 ONE (1) COMPARTMENT SINK BK Resources Model No. BKS-1-18-12-18L Sink, one compartment, 38-1/2"W x 23-13/16"D x 43-3/4"H overall size, 18" wide x 18" front-to-back x 12" deep compartment, 18" drainboard on left, 9"H backsplash, 8" OC splash mount faucet holes, 1-1/2" rolled edges on front & sides, includes basket drain (BKDR-4), 18/304 stainless steel construction, galvanized steel legs, adjustable high impact corrosion resistant feet, NSF Dimensions 43.75(h) x 38.5(w) x 23.81(d) 1 ea BKF-8W-12-G WorkForce™ Standard Duty Faucet, splash-mounted, 8" OC, 12" swing spout, double O-ring spout seal, 1/4 turn ceramic cartridges, stainless steel valves, polished chrome finish, lead free, NSF, cCSAus Weight: 42.5 lbs total	\$448.99	\$448.99
			ITEM TOTAL:	\$524.79
E 11		SPARE NO.		
E 12	1 ea	SHELVING, WALL MOUNTED	\$63.30	\$63.30


Item	Qty	Description	Sell	Sell Total
		Omcan USA Model No. 22109 (22109) Shelf, wall-mounted, solid, 36"W x 12-3/4"D x 11-1/2"H, 231 lb load capacity, 18 gauge 430 stainless steel, NSF Dimensions 11.5(h) x 36(w) x 12.75(d) Weight: 11 lbs total		
			ITEM TOTAL:	\$63.30
E 13		SPARE NO.		
E 14	1 ea	PLANETARY MIXER Globe (Middleby) Model No. SP60 (QUICK SHIP) Planetary Mixer, floor model, 3-speed (fixed), 60 qt. (57 liter) stainless steel bowl, #12 attachment hub, includes: stainless steel removable bowl guard with built-in ingredient chute, stainless steel wire whip, aluminum flat beater, aluminum spiral dough hook & bowl truck, safety interlocked bowl lift, gear- driven, high torque transmission, heat-treated hardened steel alloy gears & shafts, thermal overload protection, front-mounted digital touchpad controls with 60-minute digital timer & last batch recall, non-slip rubber feet, cast iron body, enamel gray finish, 3 HP motor, cord, NSF, cETLus (Ships within 1-2 days) Dimensions 58(h) x 28.5(w) x 33.5(d) 1 ea Quick Ship items have limited configurations & that standard configuration may not apply. Contact factory for details 1 ea 2 year parts & labor warranty (1 year parts only warranty on agitator and hub accessories, no labor provided) (excludes wear items), standard 1 ea 220v/60/1-ph, 23.0 amps, NEMA L6-30P Weight: 700 lbs total	\$15,660.70	\$15,660.70
			ITEM TOTAL:	\$15,660.70
E 15	1 ea	WORK TABLE, STAINLESS STEEL TOP BK Resources Model No. VTT-6030 Work Table, 60"W x 30"D, 18/430 stainless steel top, with turndown edges on all sides, reinforced with channels, adjustable galvanized undershelf, 1-5/8" dia. galvanized legs, adjustable high-impact corrosion-resistant feet, NSF Dimensions 36(h) x 60(w) x 30(d) Weight: 76 lbs total	\$245.44	\$245.44
			ITEM TOTAL:	\$245.44
E 16	1 ea	SHELVING, WALL MOUNTED	\$98.06	\$98.06



Item	Qty	Description	Sell	Sell Total
		Omcan USA Model No. 22111 (22111) Shelf, wall-mounted, solid, 60"W x 12-3/4"D x 11-1/2"H, 286 lb load capacity, 18 gauge 430 stainless steel, NSF Dimensions 11.5(h) x 60(w) x 12.75(d) Weight: 16 lbs total		
			ITEM TOTAL:	\$98.06
E 17		SPARE NO.		
E 18	1 ea	CART, UTILITY/BUSSING GSW USA Model No. C-23L Economy Food Cart, 34"W x 21"D x 37"H, shipped KD Dimensions 37(h) x 34(w) x 21(d) 	\$131.14	\$131.14
			ITEM TOTAL:	\$131.14
E 19		SPARE NO.		
E 20	1 ea	UNDERCOUNTER REFRIGERATOR Atosa USA, Inc. Model No. MGF8403GR Atosa Undercounter Refrigerator, reach-in, two-section, 60-1/4"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 17.2 cu. ft., (2) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (2) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cord, NEMA 5-15P, cETLus, ETL- Sanitation, ENERGY STAR® Dimensions 34.25(h) x 60.25(w) x 30(d) 1 ea 2 year labor & parts warranty, 5 years warranty on compressor (continental USA only) 1 ea MROS-5RE Overshelf, double, 60-1/4"W x 12-8/10"D x 33"H, sound deadened, adjustable, 18/430 stainless steel, NSF Weight: 295 lbs total	\$2,309.28	\$2,309.28
			ITEM TOTAL:	\$2,592.84
E 21		SPARE NO.		
E 22		SPARE NO.		
E 23		SPARE NO.		
E 24		SPARE NO.		
E 25	1 ea	PIZZA PREPARATION REFRIGERATOR	\$4,502.28	\$4,502.28

Item	Qty	Description	Sell	Sell Total
		Atosa USA, Inc. Model No. MPF8203GR Atosa Refrigerated Pizza Prep Table, three-section, 93"W x 33-1/0"D x 44"H, side-mounted self-contained refrigeration, 28.4 cu. ft., (3) self-closing hinged solid doors with locks, digital temperature control, 33° to 38°F temperature range, automatic evaporation, air defrost, includes, (6) shelves, 19-1/4" poly cutting board, (12) 1/3 stainless steel pans, stainless steel interior & exterior, galvanized steel back, 5" casters, R290 Hydrocarbon refrigerant, 1/4 HP, 3.1 amps, 115v/60/1-ph, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 44(h) x 93(w) x 33.01(d)		
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	MROS-93P Overshelf, double, for pizza prep table, 93"W x 14"D x 47"H, sound deadened, adjustable, 18/430 stainless steel, NSF Weight: 582 lbs total	\$401.88	\$401.88
			ITEM TOTAL:	\$4,904.16
E 26		SPARE NO.		
E 27	1 ea	UNDERCOUNTER REFRIGERATOR Atosa USA, Inc. Model No. MGF8404GR Atosa Undercounter Refrigerator, reach-in, three-section, 72-11/16"W x 30"D x 34-1/4"H, rear-mounted self-contained refrigeration, 21.13 cu. ft., (3) hinged solid doors, digital temperature control, 33° to 40°F temperature range, (3) adjustable shelves, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, 2" casters, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.8 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® Dimensions 34.25(h) x 72.69(w) x 30(d)	\$2,502.40	\$2,502.40
	1 ea	2 year labor & parts warranty, 5 years warranty on compressor (continental USA only)		
	1 ea	MROS-6RE Overshelf, double, 72-5/8"W x 12-8/10"D x 33"H, sound deadened, adjustable, 18/430 stainless steel, NSF Weight: 351 lbs total	\$303.28	\$303.28
			ITEM TOTAL:	\$2,805.68
E 28		SPARE NO.		
E 29		SPARE NO.		
E 30		SPARE NO.		
F 01		SPARE NO.		
F 02		SPARE NO.		
F 03		SPARE NO.		
F 04		SPARE NO.		

Item	Qty	Description	Sell	Sell Total
F 05		SPARE NO.		
F 06		SPARE NO.		
F 07		SPARE NO.		
F 08		SPARE NO.		
G 01.1	4 ea	WIRE SHELVING Thunder Group Model No. CMSV1824 Packed 2 ea Wire Shelving, 18" x 24", chrome plated finish, NSF (2 each minimum order) Dimensions 24(w) x 18(d)	\$14.08	\$56.32
	4 ea	5 year warranty, standard		
	4 ea	CMPC086 Shelving Post, 86"H, with leveling foot, heavy duty, chrome finish, NSF (4 each minimum order) Weight: 42.11 lbs total	\$6.57	\$26.28
			ITEM TOTAL:	\$82.60
G 01.2	8 ea	WIRE SHELVING Thunder Group Model No. CMSV1842 Packed 2 ea Wire Shelving, 18" x 42", chrome plated finish, NSF (2 each minimum order) Dimensions 42(w) x 18(d)	\$20.77	\$166.16
	8 ea	5 year warranty, standard		
	8 ea	CMPC086 Shelving Post, 86"H, with leveling foot, heavy duty, chrome finish, NSF (4 each minimum order) Weight: 117.74 lbs total	\$6.57	\$52.56
			ITEM TOTAL:	\$218.72
G 01.3	24 ea	WIRE SHELVING Thunder Group Model No. CMSV1836 Packed 2 ea Wire Shelving, 18" x 36", chrome plated finish, NSF (2 each minimum order) Dimensions 36(w) x 18(d)	\$18.01	\$432.24
	24 ea	5 year warranty, standard		
	24 ea	CMPC086 Shelving Post, 86"H, with leveling foot, heavy duty, chrome finish, NSF (4 each minimum order) Weight: 318.78 lbs total	\$6.57	\$157.68
			ITEM TOTAL:	\$589.92
G 02.1	4 ea	WIRE SHELVING	\$29.80	\$119.20

Item	Qty	Description	Sell	Sell Total
		Thunder Group Model No. CMSV1860 Packed 2 ea Wire Shelving, 18" x 60", chrome plated finish, NSF (2 each minimum order) Dimensions 60(w) x 18(d)		
	4 ea	5 year warranty, standard		
	4 ea	CMPC086 Shelving Post, 86"H, with leveling foot, heavy duty, chrome finish, NSF (4 each minimum order) Weight: 75.17 lbs total	\$6.57	\$26.28
			ITEM TOTAL:	\$145.48
G 02.2	8 ea	WIRE SHELVING Thunder Group Model No. CMSV1836 Packed 2 ea Wire Shelving, 18" x 36", chrome plated finish, NSF (2 each minimum order) Dimensions 36(w) x 18(d)	\$18.01	\$144.08
				
	8 ea	5 year warranty, standard		
	8 ea	CMPC086 Shelving Post, 86"H, with leveling foot, heavy duty, chrome finish, NSF (4 each minimum order) Weight: 106.26 lbs total	\$6.57	\$52.56
			ITEM TOTAL:	\$196.64
G 03	1 ea	WALK-IN Arctic Industries Combo - Cooler/Freezer Panels See spec sheet for details	\$27,504.11	\$27,504.11
	1 ea	REMOTE REFRIGERATION Remote Refrigeration System See spec sheet for details	\$14,664.10	\$14,664.10
			ITEM TOTAL:	\$42,168.21
G 04		SPARE NO.		
G 05	5 st	BUN / SHEET PAN RACK Thunder Group Model No. ALSPR020 Packed 1 st Bun Pan Rack, 20-1/4"L x 26"W x 69-1/4"H end load, round top design, holds 20 full size or 40 half-size pans, crossbars, aluminum tubing, (4) 5" swivel casters (2-locking), NSF (assembly required) Dimensions 69.25(h) x 20.25(w) x 26(d) Weight: 164.3 lbs total	\$168.02	\$840.10
				
			ITEM TOTAL:	\$840.10
G 06		SPARE NO.		
L 01		SPARE NO.		
L 02		SPARE NO.		
L 03	1 ea	HAND SINK	\$408.87	\$408.87

Item	Qty	Description	Sell	Sell Total
		<p>Krowne Model No. 18-1C Silver Series One Compartment Sink, 12" W x 18.5" D, 10"D x 14"W x 7"H bowl size, 1-1/2" drain, 3" H backsplash with 4" center wall mount faucet included with quarter turn ceramic valves, Durable stainless steel construction, 1-5/8" tubular legs with gray plastic bullet feet, Pre-drilled rivnuts for easy attachment in the field, NSF Dimensions 34(h) x 12(w) x 18.5(d) Weight: 25 lbs total</p>		
			ITEM TOTAL:	\$408.87
L 04		SPARE NO.		
L 05	1 ea	<p>BLENDER STATION Krowne Model No. 18-12BD Silver Series Blender Dump Sink, 12" W x 22.5" D, 12"D x 10"W x 7"H bowl size, 1-1/2" drain, 3" H backsplash with 4" center wall mount faucet included with quarter turn ceramic valves, Durable stainless steel construction, 1-5/8" tubular legs with gray plastic bullet feet, Pre-drilled rivnuts for easy attachment in the field, NSF Dimensions 34(h) x 12(w) x 22.5(d) Weight: 30 lbs total</p>	\$454.91	\$454.91
			ITEM TOTAL:	\$454.91
L 06		SPARE NO.		
L 07	1 ea	<p>DRAINBOARD Krowne Model No. 18-GS18 Silver Series Drainboard, 18"W x 18.5"D, Embossed drainboard top, 3" H backsplash, 1" Drain, Durable stainless steel construction, 1-5/8" tubular legs with gray plastic bullet feet, Pre-drilled rivnuts for easy attachment in the field, NSF Dimensions 34(h) x 18(w) x 18.5(d) Weight: 26 lbs total</p>	\$347.99	\$347.99
			ITEM TOTAL:	\$347.99
L 08	1 ea	<p>ICE BIN Krowne Model No. 18-36-7 Silver Series Insulated Ice Bin with 7-Circuit Cold Plate and Full Sliding Cover, 36" W x 12" Deep x 22.5" front to back depth, 3" H backsplash, 1" drain, 1-5/8" tubular legs with gray plastic bullet feet, Durable stainless steel construction, Pre-drilled rivnuts for easy attachment in the field, NSF Dimensions 34(h) x 36(w) x 18.5(d)</p>	\$1,550.34	\$1,550.34
	1 ea	<p>S-36 Silver Series Speedrail, 36"W, field mount only Weight: 120 lbs total</p>	\$88.61	\$88.61
			ITEM TOTAL:	\$1,638.95

Item	Qty	Description	Sell	Sell Total
L 09		SPARE NO.		
L 10		SPARE NO.		
L 11		SPARE NO.		
L 12	1 ea	 DRAINBOARD Krowne Model No. 18-GS12 Silver Series Drainboard, 12"W x 18.5"D, Embossed drainboard top, 3" H backsplash, 1" Drain, Durable stainless steel construction, 1-5/8" tubular legs with gray plastic bullet feet, Pre-drilled rivnuts for easy attachment in the field, NSF Dimensions 34(h) x 12(w) x 18.5(d) Weight: 20 lbs total	\$371.70	\$371.70
			ITEM TOTAL:	\$371.70
L 13		SPARE NO.		
L 14		SPARE NO.		
L 15		SPARE NO.		
L 16	2 ea	 DRAFT BEER COOLER Arctic Air Model No. ADD60R-2 Direct Draw Draft Beer Dispenser, 61"W, 16.7 cu. ft. capacity, side mounted self-contained refrigeration, electronic thermostat with digital LED display, 33°F to 41°F temperature range, (2) tap towers, (2) faucets per tower, interior top ventilated stainless steel duct, (2) solid hinged doors with locks, LED interior lighting, external drain mount, mounted 4-way air distributor, stainless steel interior, reinforced stainless steel threshold & floor, 1-1/2" solid foamed stainless steel countertop, black powder coated steel front & sides, (4) 3-1/4" casters (2 locking), R290 Hydrocarbon refrigerant, 480 BTU/h rejected heated air gain, 2/5 HP, 3.0 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 39.5(h) x 61(w) x 24(d) 2 ea 2 year parts & labor, 5 years on compressor warranty standard 2 ea Any Arctic Air model installed in mobile application such as concession trailers, food trucks, etc. or in an outdoor venue shall be limited to one (1) year parts, labor, & compressor warranty only. Models ACP40, ACP48, ACP55, ACP63, ACP4SQ, & ACPSQ are limited to one (1) year parts & labor coverage. Models AWR25 and AWF25 are limited to one (1) year parts & labor coverage and five (5) year compressor warranty. Light bulbs, door gaskets, etc... are limited to a 90-day warranty period & door hinges to a one (1) year period. The warranty is not valid for Residential use. 2 ea Standard warranty only 2 ea 3" casters (2 locking), set of 4, standard Weight: 650 lbs total	\$2,593.50	\$5,187.00
			ITEM TOTAL:	\$5,187.00

Item	Qty	Description	Sell	Sell Total
L 17		SPARE NO.		
L 18		SPARE NO.		
L 19		SPARE NO.		
L 20	1 ea	BACK BAR CABINET, REFRIGERATED Arctic Air Model No. ABB72G Back Bar Refrigerator, three-section, 73"W, 20.7 cu. ft. capacity, (84) 6-pk 12oz. cans capacity, side mounted self-contained capillary tube refrigeration, electronic thermostat with digital LED display, 33° to 41°F temperature range, (3) hinged glass locking doors, interior LED lighting, (6) adjustable wire shelves, black powder coated steel front & sides exterior, stainless steel interior, R290 Hydrocarbon refrigerant, 480 BTU/h rejected heated air gain, 3/7 HP, 3.0 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation Dimensions 39.63(h) x 73.13(w) x 24(d) 1 ea 2 year parts & labor, 5 years on compressor warranty standard 1 ea Any Arctic Air model installed in mobile application such as concession trailers, food trucks, etc. or in an outdoor venue shall be limited to one (1) year parts, labor, & compressor warranty only. Models ACP40, ACP48, ACP55, ACP63, ACP4SQ, & ACPSQ are limited to one (1) year parts & labor coverage. Models AWR25 and AWF25 are limited to one (1) year parts & labor coverage and five (5) year compressor warranty. Light bulbs, door gaskets, etc... are limited to a 90-day warranty period & door hinges to a one (1) year period. The warranty is not valid for Residential use. 1 ea Standard warranty only 1 ea 3" casters (2 locking), set of 4, standard Weight: 410 lbs total	\$2,687.10	\$2,687.10
			ITEM TOTAL:	\$2,687.10
L 21		SPARE NO.		
L 22		SPARE NO.		
N 01		SPARE NO.		
N 02		SPARE NO.		
N 03		SPARE NO.		
N 04		SPARE NO.		
N 05		SPARE NO.		
N 06		SPARE NO.		
J 01	1 ea	MOP SINK	\$420.90	\$420.90



Cornerstone Restaurant Supply & Design,

12/20/2024

Merchandise	\$309,197.20
Freight	\$3,751.62
Tax 7.75%	\$21,155.15
Total	\$334,103.97

ALL INVOICES ARE DUE AND PAYABLE UPON RECEIPT. TERMS ARE NOT OFFERED WITHOUT PRIOR APPROVAL BY CORNERSTONE RESTAURANT SUPPLY & DESIGN, INC.

OWNERSHIP: Title of all merchandise shall remain the property of Cornerstone Restaurant Supply & Design, Inc., seller, until full payment is paid by purchaser. PLEASE

NOTE: 1-1/2% monthly (18% annually) service charge will be added on all accounts past due, \$35 fee charged for all returned checks. All legal costs and attorney fees incurred in the collection of payment for invoices shall be the sole responsibility of the purchaser. All prices quoted are cash pricing. Credit card payments shall be assessed a 3% processing fee. All quotes expire in 30 days. **Returns:** No merchandise can be returned without express authorization of seller. All returns are subject to a 30% restocking and handling charge. All freight and other applicable charges will be at the customer's expense. If a defect is noticed it should be reported to us within 24 hours of shipment arrival. All merchandise subject to a return must be in its original packaging, unused and unassembled. All goods are specific to a customer's preference; therefore special order items are non-refundable unless prior written consent is given by seller. Store credit will be issued for accepted returned merchandise **WARRANTY:** All warranties offered by the Manufacturer shall be that of the manufacturer alone. Cornerstone shall not be liable for any Manufacturer's defects, loss of sales or products due to any Manufacturer's defect of the product. Cornerstone makes no warranty concerning fit for use in purchaser's business. All used equipment is sold strictly "AS IS". Cornerstone shall not be held liable for any loss of sales or products due to used equipment failures. All repairs and maintenance shall become the responsibility of the purchaser.

DAMAGES AND SHORTAGES: All shipments must be inspected prior to signing receiving documents and shall be the responsibility of the receiver. Any damages, including concealed damages not recorded on delivery receipt shall be accepted by the customer "AS IS" and becomes the liability of the customer. Customer is responsible for measuring doorways, stairways, and other access points to assure that proper delivery can be made. It is the customer's responsibility to remove any doors, door hinges or railing that can impede delivery. Cornerstone will not be responsible for any damage to the customer's property. Premium freight services, such as lift gate, inside delivery, set in place, unpack, delivery to schools, prisons, active convention centers, military bases, secured federal facilities, residential delivery or any additional freight expense shall be billed at an additional rate. **NO CASH REFUNDS: EXCHANGES ONLY- 30% RESTOCKING CHARGE. PRICES SUBJECT TO CHANGE WITHOUT**

NOTICE.

Acceptance: _____ Date: _____

Printed Name: _____

Created Date: 12/4/2024

DESCRIPTION: Papa Dan's Face-lit Channel Letter Building Sign in Palm Desert

Bill To: PAPA DANS PIZZA & PASTA
73131 Country Club Dr.
Ste. C9
Palm Desert, CA 92260
US

Installed: PAPA DANS PIZZA & PASTA
Papa Dan's
73011 Country Club Dr.
Suite F1
Palm Desert, CA 92260
US

Requested By: Ira Mosley
Email: papadans1984@aol.com
Work Phone: (760) 568-3267

Salesperson: Victoria Romero
Work Phone: 760-250-5331

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Face-lit Channel Letters for Papa Dan's	2	\$5,194.00	\$10,388.00
1.1	<p>Standard Channel Letter -</p> <p>Part Qty: 1</p> <p>Text:</p> <p>Materials: Aluminum returns - 5" deep cans Painted black returns Black trim cap 3/16" red acrylic faces 7000 Kelvin LED's</p> <p>Linear frontage for ___ unit: Linear frontage for ___ unit: Combined: ___ linear feet **Printed photos to show where dimensional references start and finish</p> <p>Sign reads: (logo) Papa Dan's - logo reference #119833</p> <p>**Design to thicken fonts to allow for face-lit letters & show a night view version.</p> <p>Folder: Victoria/ Papa Dan's/ Palm Desert Building Signs</p>			
2	Permit/ Procurement Fee	1	\$628.00	\$628.00

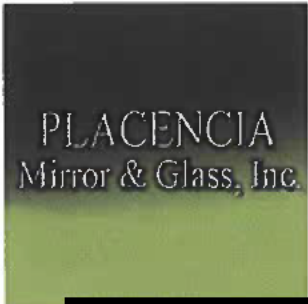
2.1	Permit / Procurement Fee -			
	Text: Permit fee: \$363 Procurement fee: \$265			
3	Install Fee - No Removal Needed	1	\$949.00	\$949.00
3.1	Labor -			
	Part Qty: 1			
	Text: Installation of 2 new face-lit channel letter sets.			

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Subtotal:	\$11,965.00
Taxes:	\$805.07
Grand Total:	\$12,770.07
Deposit Required:	\$6,385.04

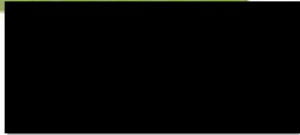
Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from client about the project. for time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

Signature: _____ **Date:** _____



Placencia Mirror and Glass
 42461 Ritter Cir.
 Palm Desert, CA 92211
 (760) 773-5504
 apalafox@placenciamirrorandglass.com

Estimate Date 12/6/2024
 Customer PO



Estimate Details

Glass replacements: Remove existing wood sash and dispose of glass. Supply and install new dual pane clear tempered glass with Solar Ban 70 low e. We will reuse existing wood stops and mill down to accept new glass, primer edge and re install.

North east elevation:

Qty (4) 48" x 70"

Qty (4) 48" x 12"

North west elevation-1st bay starting from east:

Qty (3) 54" x 70"

Qty (3) 54" x 20"

Qty (1) 40" x 70"

Qty (1) 40" x 20"

North west elevation-2nd bay:

Qty (2) 56" x 70"

Qty (2) 56" x 20"

Qty (1) 14" x 70"

Qty (1) 14" x 20"

North west elevation-3rd bay:

Qty (3) 56" x 70"

Qty (3) 56" x 20"

Qty (1) 40" x 6"

North west elevation-4th bay:

Qty (3) 54" x 70"

Qty (3) 54" x 20"

Qty (1) 40" x 70"

Qty (1) 40" x 20"

West elevation:

Qty (4) 48" x 70"

Qty (4) 48" x 20"

Single storefront door:

East elevation new opening approx. size 40" x 84" single door swing out only, over head concealed closer, bronze anodized finish, dual pane tempered glass with Solar Ban 70 low e. Door to match existing.

Service #	Description	Quantity
Misc Placencia Mirror & Glass	Miscellaneous Placencia Mirror and Glass	1.00
Sub-Total		\$44,770.00
Tax		\$0.00
Total		\$44,770.00

Above order will be processed after receipt of signed proposal

1. A SIGNED ESTIMATE WITH 50% DEPOSIT IS REQUIRED TO RELEASE THIS ORDER INTO PRODUCTION. *Deposits are nonrefundable* Payment by check or credit card will be required upon completion.
2. Any estimate 30 days OR OLDER will be considered null and void; a new UPDATED estimate will need to be done thereafter.
3. If payment is not received with signed Estimate Client has 5 days to remit deposit before Estimate becomes null and void.

TERMS AND CONDITIONS:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above our estimate. Please note: This quote does NOT include any Structural, Stucco, Patch or drywall work, removal, and repairs. % feet of clearance is required inside and outside the perimeter of installation location. This quote does NOT include Building permit, city permit, Title 24 Report or HOA fees. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

QUOTATION





WHY SHOULD YOU USE THE REVOLUTION SERIES ?

VERSATILE

The Revolution oven is a continuous baking type oven with direct fired radiant heat and not a convection type oven. Many different products may be baked at the same time enabling you to increase your sales, baking everything your customers could ever want, when they want it.

OPTIONS

You can choose either gas or electric models. There are also 3 different shelf material option : steel, stone, perforated.

ECONOMICAL

Because this oven takes up less of your kitchen space and offers an ergonomic design so you can double up on quantity. This added to an extremely efficient burner system helps you economize on multiple levels, reducing your operating cost.

COMPACT SIZE

The Revolution oven's compact size is only one of the many ways that this oven is revolutionizing the history of revolving ovens.

LOW MAINTENANCE

Picard has become famous for providing some of the industry's most innovative and durable ovens. We continue this long tradition by making the Revolution simple to clean, impervious to rust and trouble-free to operate. Count on your Revolution to provide you with years of hassle-free service.



BASIC FEATURES

- Single point ventilation through the exhaust canopy
- Digital control panel
- Aluminized steel interior walls and roof
- All carbon-graphite bushings for mobile parts
- Choice of either full steel or expanded metal shelves; optional baking stone shelves imbedded inside shelf structure available

POWERMAX SYSTEM

- | | |
|----------------------------------|--------------------|
| • Picard ovens unique system | • Silent |
| • Maintains constant temperature | • Maintenance free |
| • Maximum energy output | • Clean burning |
| • Powerful | • Tray holders |

AEROMAX VENTILATION SYSTEM

- Double directional ventilation (front and back)
- Permits equal baking
- Factory adjusted but permits special adjustments at the clients focal
- Special system for better performance
- Bakes faster



Quote #	Date
0004228	Oct 07, 2024

Bill To	Ship To
[REDACTED]	

Valid Until	Sales Rep	Currency	Amount
Nov 06, 2024	[REDACTED]	USD	\$ 71,954.72

#	Product	Details	Qty	Price	%Disc	Total
1	Revolution Hybrid RE-7-28	Model: RE-7-28 Gas: Natural Main voltage: 208-240V-1ph-60Hz Steam option: No Rear exterior wall finish: Galvanized Exhaust canopy: Type 2 Shelf rotation speed: 60 secs Carrousel option: 7 shelves Shelf #1 type: Full steel Shelf #2 type: Full steel Shelf #3 type: Full steel Shelf #4 type: Full steel Shelf #5 type: Full steel Shelf #6 type: Full steel Shelf #7 type: Full steel Steel plate (for perforated shelf): No Prison package option: No Replacement motor: YES Packaging: Partially assembled and crated BTU/Hour: 250,000 Dimensions: 102" L x 93 1/2" W x 91 1/2" H Trays size: 20" x 72"	1	\$ 36,113.00	2.5	\$ 35,210.18



2	Revolution Hybrid RE-7-14	<p>Model: RE-7-14 Gas: Natural Main voltage: 208-240V-1ph-60Hz Steam option: No Rear exterior wall finish: Galvanized Exhaust canopy: Type 2 Shelf rotation speed: 60 secs Carrousel option: 7 shelves Shelf #1 type: Full steel Shelf #2 type: Full steel Shelf #3 type: Full steel Shelf #4 type: Full steel Shelf #5 type: Full steel Shelf #6 type: Full steel Shelf #7 type: Full steel Steel plate (for perforated shelf): No Prison package option: No Replacement motor: YES Packaging: Partially assembled and crated</p> <p>BTU/Hour: 150,000 Dimensions: 102" L x 57 1/2" W x 91 1/2" H Trays size: 20" x 36"</p>	1	\$ 31,113.00	2.5	\$ 30,335.18
3	6 Months Maintenance Kit - Revolution Oven	<p>Includes: - Grease tube, food grade</p>	2	\$ 223.63	100	\$ 0.00
4	1 Year Maintenance Kit - RE 4-8 / RE-8-16	<p>Includes: - Grease tube, food grade - Rubber belt - Fuses - Ignition rod - Ignition cable</p>	1	\$ 556.73		\$ 556.73
5	1 Year Maintenance Kit - RE-4-16 / RE-8-32	<p>Includes: - Grease tube, food grade - Rubber belt - Fuses - Ignition rod - Ignition cable</p>	1	\$ 577.63		\$ 577.63
6	Freight RE Oven Zone 3	<p>FREIGHT TO FINAL DESTINATION INCLUDING CUSTOMS DOCUMENTATION AND CLEARANCE, DOES NOT INCLUDE TAXES AND</p>	1	\$ 5,275.00		\$ 5,275.00



	<p>DUTY IF APPLICABLE</p> <p>FREIGHT SHIPS FROM DRUMMONDVILLE, QUEBEC, CANADA.</p> <p>PICARD OVENS IS NOT RESPONSIBLE FOR ANY DELAYS INCURRED BY THE SHIPPING COMPANY DURING TRANSIT.</p>				
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Total USD: \$ 71,954.72

* Taxes are not included

IM



Notes: Installation included

Installation: Installation is included, unless otherwise indicated. The installation company must be approved by Picard Ovens. Installation on ground level only; if the equipment must be installed in the basement or upstairs, additional charges apply. If the customer's connections are not ready upon delivery (gas, electricity and ventilation), the installation cannot be completed and a service company will have to return on-site once completed, at an additional cost. In this situation, delays in completing the startup are likely and Hot Rocks will not be responsible for any subsequent loss of revenue caused by these delays.

Terms: 50% on signature / 50% prior expedition. Please note that all quotations with a promotion will be cancelled if the first 50% payment is not received within 45 days after the signature. Future promotions are not applicable to signed quotes. If different terms are offered in the notes section, those in the notes override the 50%-50% terms.

Cancellation: A 25% administration fee on the total cost of the order will apply upon cancellation.

Lead time: Will be determined upon the reception of the first 50% payment.

Warranty: Standard one (1) year on parts and labour against all defects in material under normal use.

Customer responsibility: Depending on equipment, all electrical, gas, HVAC – ventilation, chimney hook-up, roof top ventilation motor, plumbing, water, and burner start-up are at the customer's expense. A tradesperson must be on site on the day of the installation to do all the connections. They must be done by the proper trades according to local codes.

Delivery responsibility disclaimer: Shipping is not included unless otherwise indicated. Terms are FOB from the factory. The equipment becomes the ownership of the client once it leaves our dock. Picard Ovens is not responsible for any delays or unclaimed damages incurred by the shipping company during transit nor any subsequent revenue losses caused by shipping delays. Picard Ovens assumes no liability for any contingent or consequential damages incurred by the customer, including but not limited to down time, loss of business, damage or product loss.

Total USD: \$ 71,954.72

* Taxes are not included

Client signature: *Eric Morley*

Date : 2024-10-07

S & G Pumping Services

S & G Pumping Services

December 5, 2024

Lic. #950244

Call: (760) 766-5074

44489 Town Center Way, suite 481

Palm Desert, Ca 92260

PROPOSAL FOR NEW GREASE TRAP



WORK TO BE PERFORMED

1. Install a concrete 2000 gallon grease interceptor with H-20 traffic rated lids.
2. Connect from building stub out to interceptor with two way combi cleanout.
3. Connect from interceptor to sewer line behind building with two way cleanout,

COST OF SERVICE:

\$38,500.00 parts and labor.


S and G Pumping

Date: 12-5-24

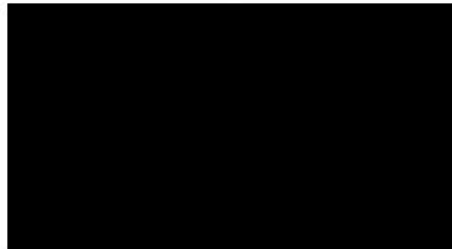
Ira Mosley

Date: _____

Proposal submitted to:

General Contractor:

Papa Dan's Pizza



Scope of Work:

Scope of Work Page 1: \$ 741,000.00
 Extras Page 1:

Sub-Total: \$ 741,000.00
 18% Profit and Overhead: \$ 133,380.00

TOTAL: \$ 874,380.00

Draft #1:	\$	200,000.00
Draft #2:	\$	150,000.00
Draft #3:	\$	150,000.00
Draft #4:	\$	150,000.00
Draft #5:	\$	150,000.00
Final:	\$	74,380.00
	\$	874,380.00

Balance:

Start Date:

Estimated completed date:

Respectfully submitted: _____ **Date:** _____

Any alterations or deviation from specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Acceptance of proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____ **Date:** _____

Proposal submitted to:

Papa Dan's Pizza

General Contractor:



Scope of Work:

Rough electrical and finish electrical per plans.	\$ 95,000.00
Rough plumbing and gas per plans. Finish plumbing per plans.	\$ 105,000.00
All needed framing per plans	\$ 55,000.00
New drywall and finish throughout building	\$ 50,000.00
Prep, prime, and paint interior and exterior of building	\$ 35,000.00
All window and door work per plans.	\$ 85,000.00
T-bar ceiling and panels per plans.	\$ 45,000.00
FRP in kitchens and bar per plans.	\$ 20,000.00
Tile work to be done on floors and bathrooms per plans.	\$ 90,000.00
Hard surface counters per plans.	\$ 45,000.00
Stucco work and stucco repairs to exterior of building.	\$ 20,000.00
Water heaters per plans.	\$ 18,000.00
Finish work per plans.	\$ 30,000.00
Insulation per plans.	\$ 30,000.00
Carpet in dining areas per plans.	\$ 18,000.00

\$ 741,000.00

Proposal submitted to:

Papa Dan's Pizza

General Contractor:



Notes on Project:

All roofing work to be done by owner of building.

Fire and smoke alarms to be done by separate contractor.

Asphalt street repairs to be done by owner of building.

Air conditioning work on roof to be done by building owner.

ECONOMIC DEVELOPMENT SUBSIDY REPORT
(GOVERNMENT CODE SECTION 53083)

REGARDING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS
BETWEEN THE CITY OF PALM DESERT

AND

FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA
IN CONNECTION WITH THE RE-ESTABLISHMENT OF PAPA DAN'S PIZZA AND PASTA AT 73011
COUNTRY CLUB DRIVE F-1, PALM DESERT, CA 92270

Pursuant to Government Code Section 53083, the City Council of the City of Palm Desert must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form available to the public including through the City's website, regarding a proposed economic development subsidy to be provided by the City of Palm Desert ("City") pursuant to an Agreement for Disbursement and Use of Funds ("Agreement") by and between the City and Fine Quality Foods, Inc. dba Papa Dan's Pizza and Pasta ("Business").

This Economic Development Subsidy Report ("Report") is being published on the City's website in advance of the public meeting to be held on February 27, 2025. The purpose of this Report is to provide the information to inform the public about the subsidy provided under the Agreement, as required pursuant to Government Code Section 53083. This Report shall remain available to the public and posted on the City's website until the end of the economic development subsidy, as further described in Section 2 below.

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy.

This Agreement is between the City and Fine Quality Foods, Inc. dba Papa Dan's Pizza and Pasta, who will own and operate the business benefitting from the economic development subsidy.

2. The start and end dates and schedule, if applicable, for the economic development subsidy.

The Agreement will go before the City Council on February 27, 2025. The Agreement will commence upon execution by both parties, following approval by City Council. The Business is required to operate for a period of five (5) years. The operational requirements of the Agreement will end five (5) years from the commencement of operation of the Business (the deadline for which is July 1, 2025, at the latest), unless earlier terminated pursuant to the terms of the Agreement. The Agreement itself does not have an explicit end-date. The subsidy is provided in a lump-sum up front upon the Business meeting certain conditions of funding.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.

The economic development subsidy to be provided by the City consists of a payment to be made by the City to the Business, from the Invest Palm Desert Program for capital improvements. The amount of Two Hundred Thousand (\$200,000) will be disbursed once approved by the City Council and once the City staff administering the Agreement have determined the funding conditions are satisfied.

4. A statement of the public purposes for the economic development subsidy.

The public purposes for the economic development subsidy include: (i) restoring a long-lasting community fixture; (ii) the contribution to the economic vitality of the City; (iii) generation of increased transient occupancy, sales and use taxes and other revenue to the City; (iv) creation and provision of additional jobs in the City; and (v) otherwise improve economic and physical conditions in the City. Taken together, these benefits would enhance the quality of facilities, goods and services available to the City and its residents, such as police, fire, street maintenance, and parks and recreation programs.

5. The projected tax revenue to the local agency as a result of the economic development subsidy.

Based on historical sales tax revenues, staff projects that Papa Dan's will generate approximately \$100,000 in sales tax revenue to the City in the next 5 years. The City is anticipated to net over \$87,000 in sales tax revenue over the next 5 years. The total amount of \$200,000 will be replenished within a 10-year period.

6. Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

It is anticipated that a total of 40-45 full-time positions will be created as a result of the City's economic development subsidy of the capital improvement project for the Papa Dan's Pizza and Pasta Restaurant. All jobs created are anticipated to be full-time, no part-time or temporary positions are estimated at this time.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA AND FIND THAT THE ACTIVITY DOES NOT CONSTITUTE A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND ALTERNATIVELY IS CATEGORICALLY EXEMPT FROM REVIEW UNDER SECTION 15301.

WHEREAS, the City of Palm Desert ("City") and Fine Quality Foods, Inc., a Nevada corporation, d/b/a Papa Dan's Pizza and Pasta ("Papa Dan's") have negotiated an Agreement for Disbursement and Use of Funds ("Agreement") to disburse funds from the City's Invest Palm Desert Program to assist with rebuilding Papa Dan's restaurant at 73011 Country Club Drive F-1 in the City, which has operated within the City for over 40 years and recently burned down in a fire; and

WHEREAS, pursuant to that Agreement, Papa Dan's is committed to opening and to continue operating an Italian restaurant in the City for a five (5) year period; and

WHEREAS, Papa Dan's has also covenanted to, among other things, use the funds to purchase equipment and services from local vendors based in the City; and

WHEREAS, based on information provided by City staff, and other such written and oral evidence, as presented to the City, the City finds and determines that the allocation of funds to Papa Dan's pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the retention of the restaurant will provide numerous public benefits including:

- Generating substantial revenue for the City through additional Local Sales Tax Revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and
- Papa Dan's is a highly successful restaurant who will be committed to maintaining the restaurant in the City of Palm Desert which will ensure the retention and creation of jobs and provide opportunity for additional job growth throughout the term of this Agreement; and
- Entering into this Agreement and retaining the restaurant may attract additional businesses and investment in the community due to increased services and economic activity in the area; and

- Retaining this business within the City will create jobs, maintain economic diversity in the community and stimulate the economic recovery of the City by generating new opportunities for economic growth within the region; and
- Retaining Papa Dan's' operations within the City will generate substantial revenue for the City, allow for the retention of jobs, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, in accordance with Government Code Section 53083, the City provided certain information in written form to the public and on its website, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and held a noticed public hearing on February 27, 2025 to consider all written and oral comments on the Economic Development Subsidy Report; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert as follows:

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Findings. The City Council additionally finds and determines that (a) there are identifiable public purposes fulfilled by the Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and (b) the findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

SECTION 3. The City Council hereby finds that pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), acceptance of the Economic Development Subsidy (EDS) Report is not a "project" for purposes of CEQA and therefore is not subject to CEQA review.

State CEQA Guidelines section 15378 defines a "project" as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the acceptance of the EDS Report to provide funding to a restaurant for interior improvements will not result in any physical changes to the environment. Accordingly, it does not meet the definition of a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) In addition, section 15378(b) explicitly excludes certain activities from the definition of a 'project.' Specifically, section 15378(b)(5) states that "organizational or administrative activities of governments that will not result in direct

or indirect physical changes in the environment” are not considered projects. The acceptance of the EDS Report is an administrative activity that does not result in physical changes to the environment and is therefore not subject to CEQA.

Even if the action were considered a “project” subject to CEQA, it would qualify for a categorically exemption pursuant to State CEQA Guidelines Section 15301, Class 1, (Existing Facilities). Class 1 consists of the “operation, repair, maintenance or minor alteration of existing private structures ... involving negligible or no expansion of existing or former use.” Section 15301 provides some, but does not limit project scope to, examples of such projects, including “interior or exterior alterations”. The acceptance of the EDS Report involves modifications to the interior of a private structure, which are confined to the existing space and do not introduce new uses or intensify current operations. Therefore, the project meets the criteria for the Class 1 categorical exemption.

Further, none of the exceptions outlined in CEQA Guidelines section 15300.2 apply. There is no potential for significant cumulative impacts, as staff does not anticipate other similar projects at the project site or in the surrounding area. The property does not present any unusual circumstances, such as unique environmental resources, an unusual location, or physical characteristics that could result in significant impacts. The project area is fully developed and does not contain environmentally sensitive areas. The project would not damage any scenic resources, including trees, historic buildings, rock outcroppings, or similar features, within a highway officially designated as a state scenic highway. The project site is not located on a hazardous waste site or any other site included on a list compiled pursuant to Government Code section 65962.5. Lastly, the proposed project will not cause a substantial adverse change in the significance of a historical resource, as no such resources are present near the project site that could be impacted.

Staff is directed to prepare, execute, and file a Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the project’s approval and adoption of this resolution.

SECTION 4. Acceptance of Economic Development Subsidy Report. The City Council finds and determines that this Economic Development Subsidy Report is in compliance with applicable law and specifically Government Code Section 53083.

SECTION 5. Custodian of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Palm Desert City Hall 73510 Fred Waring Drive Palm Desert, CA 92260. The City Clerk is the custodian of records for the record of proceedings.

SECTION 6 Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

The City Clerk of the City of Palm Desert shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 27th day of February 2025.

JAN HARNIK, MAYOR

ATTEST:

ANTHONY MEJIA, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE CITY OF)
PALM DESERT)

I, ANTHONY MEJIA, City Clerk of the City of Palm Desert, DO HEREBY CERTIFY that foregoing Resolution No. 2025-XX was duly passed and adopted by the City Council of the City of Palm Desert at their regular meeting held September __, 2023 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ANTHONY MEJIA, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025-## duly passed and adopted by the Palm Desert City Council at their regular meeting held February 27, 2025.

ANTHONY MEJIA, CITY CLERK

(SEAL)

EXHIBIT A
ECONOMIC DEVELOPMENT SUBSIDY REPORT

[Attached behind this cover page]

**AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BETWEEN
THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA
PAPA DAN’S PIZZA AND PASTA**

This Agreement for Disbursement and Use of Funds (“Agreement”) is entered into this 27 day of February, 2025, by and between the CITY OF PALM DESERT (“City”) and Fine Quality Foods Inc. dba Papa Dan’s Pizza and Pasta, a corporation, (“Recipient”). City and Recipient are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. City has created the Invest Palm Desert Program (“Program”) which establishes a Program fund and allows businesses to apply for money for capital improvements and emergency assistance from the City’s Program fund. The Program’s goals are to enhance the City’s ability to promote economic development, facilitate the growth of businesses that provide high-quality jobs, ensure a strong economic base to support services to City residents, aid in the diversification of the City’s economy, and promote an improved quality of life within the City.

C. Recipient has owned and operated an Italian restaurant in the City for forty years, however, in 2024 a fire destroyed Recipient’s restaurant. Recipient has secured a new tenant space located at 73011 Country Club Drive F-1, Palm Desert, CA 92270 (“Property”), within the same shopping center as the prior restaurant’s location, and Recipient seeks to re-establish Recipient’s restaurant within the City.

D. Recipient has submitted a request to City for disbursement of Program funds, to be used only for such capital improvements as specified in Exhibit “A”, attached hereto and incorporated herein by reference.

D. City has considered Recipient’s request and desires to approve the disbursement of Two Hundred Thousand Dollars (\$200,000.00) of Program funds (the “Funds”) to Recipient, to be used only for such capital improvements as specified in Exhibit “A”, subject to the terms and conditions set forth herein.

E. The City has determined this Agreement serves a public purpose because the continued operation of the Property will enhance economic development in the City, facilitate the growth of a business that provides high-quality jobs to residents, ensure a strong economic base to support services to City residents, aid in the diversification of the City’s economy, promote an improved quality of life within the City, and provide additional tax revenue to the City that will assist the City in providing services to its residents. The City has further determined that the public benefit derived from this Agreement outweighs any private benefit derived from this Agreement.

AGREEMENT

1. Disbursement and Use of Funds. Subject to the terms and conditions of this Agreement, within 30 days of City's receipt of an invoice from Recipient, City shall disburse the Funds to Recipient in a manner convenient to City. Recipient shall use the Funds only for such capital improvements as specified in Exhibit "A", at Recipient's new Italian restaurant located at the Property (the "Business"), and shall not use the Funds for any other purpose.

2. Conditions Precedent to Disbursement. City's obligation to perform under this Agreement and to disburse the Funds is subject to the following conditions being satisfied and the City's receipt and approval of the following certifications, documents or materials, each of which shall be in a form and substance satisfactory to the City in its sole and absolute discretion:

a. Recipient shall have made a request to City for the Funds via an invoice detailing how Funds will be used and allocated, which vendors are being purchased from, hired, or otherwise utilized in compliance with Section 3, and containing a signed certification from Recipient that invoices have not been submitted, and will not be submitted, for payment or reimbursement of those particular uses from any other source;

b. Recipient shall have provided certification to City that Recipient has incurred expenses to obtain the capital improvements the Funds will be used for, or is otherwise contractually bound to incur such expenses;

c. Recipient shall have provided evidence to City that Recipient is in compliance with Section 4 of this Agreement; and

d. No Default or Event of Default has occurred and remains uncured. "Default" means any event or condition which, with the passage of time or the giving of notice or both, would constitute an Event of Default (as defined below). The occurrence of any of the following shall be deemed to be a default hereunder (each an "Event of Default"):

i. any default or breach of any of the terms, provisions, and obligations of the Recipient pursuant to this Agreement, and such default or breach is not cured by Recipient within fifteen (15) days from receipt of written notice thereof from City;

ii. commencement of any case under the Bankruptcy Code, Title 11 of the United States Code, or commencement of any other bankruptcy arrangement, reorganization, receivership, custodianship, or similar proceeding under any federal, state, or foreign law by or against Recipient and with respect to any such case or proceeding that is involuntary, and such case or proceeding is not dismissed within sixty (60) days of the filing thereof;

iii. Recipient shall fail to make any payment in respect of any of its indebtedness when due (whether at maturity or upon acceleration) or within any applicable grace period, or any other event or condition shall occur which results in acceleration of the maturity of such indebtedness;

iv. A judgment or order for the payment of money shall be rendered against Recipient, which would have a material adverse effect on Recipient, or any of its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of thirty (30) days;

v. the occurrence of any event (including, without limitation, a change in the financial condition, business, or operations of Recipient for any reason whatsoever) that materially and adversely affects the ability of Recipient to perform any of its obligations under this Agreement;

vi. commencement of any action or proceeding which seeks as one of its remedies the dissolution of Recipient which is not being defended diligently and in good faith by Recipient, but in any event such action or proceeding must be terminated within ninety (90) days following its commencement; or

vii. A material portion of the property of Recipient is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within thirty (30) days of the date thereof.

3. Local Contracting Requirement. Recipient shall only contract with businesses located in the City of Palm Desert in the course of Recipient's utilization of the Funds for the purposes allowed by this Agreement. Recipient shall not spend the Funds with any business which is not located in the City of Palm Desert. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

4. Minimum Investment. Recipient shall invest a minimum of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) into Recipient's Business. Prior to submitting an invoice for disbursement of Funds, Recipient shall submit evidence satisfactory to City in City's sole and absolute discretion that Recipient has complied, or will comply, with this Section. Recipient shall not be eligible to receive Funds and City shall not be obligated to disburse the Funds until City has received such evidence and determined it is satisfied that Recipient has complied or will comply with this Section. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

5. Five Year Operating Requirement. Recipient covenants and agrees for itself, its successors, assigns, and every successor in interest to Recipient's Business:

a. To commence operations of the Business at the Property in such a manner as to generate sales tax by July 1, 2025.

b. To continuously use and operate the Business for a period of at least five years from the date of the Businesses's opening to the public. The Business shall be open for a full day's regular business hours twelve months per year, and at least five days every week. The Business may be closed on federal holidays.

c. **Damages for Failure to Comply.** If the Business fails to commence operations by the time period set forth in Section 5.a., or in any way or for any period of time ceases continuous operations in City's sole judgment within five years from the date of the Businesses's opening, then City may demand repayment of, and Recipient shall immediately refund to City, One Hundred Thousand Dollars (\$100,000.00) of the Funds (the "Clawback Amount"). The Clawback Amount will be secured by that certain security agreement executed concurrently herewith and in a form attached hereto as Exhibit "B".

d. **Recipient's Covenant to Use Property In Accordance With Agreement.** Recipient covenants and agrees for itself, its successors and assigns and all voluntary and involuntary successors in interest to Recipient's interest in the Business or the Property or any part thereof, that the Property shall, for the Term, be put to no use other than operation of the Business.

6. **Maintenance of Records.** Recipient shall keep, preserve, and maintain, for a period of at least six years commencing on the date of City's initial disbursement of Funds to Recipient, all documents and records of any kind relating to Recipient's use of the Funds.

7. **Right to Inspect and Audit.** The City may inspect and audit all of Recipient's documents and records relating to the Recipient's use of the Funds to ensure compliance with this Agreement and to ensure Recipient uses the Funds for authorized purposes. Recipient shall make such documents and records available to City, at the place and in the manner and form specified by City, within 15 days following City's request for such documents and records. Recipient shall furthermore grant City's employees or agents access to any land, facilities, or improvements relating to Recipient's use of the Funds, within a reasonable amount of time after City issues written notice to Recipient requesting such access.

8. **Prevailing Wage Laws.** Recipient is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Recipient understands and agrees that it is Recipient's obligation to determine if Prevailing Wage Laws apply with regard to the Recipient's use of Funds under this Agreement. Recipient agrees to fully comply with such Prevailing Wage Laws, if applicable. Recipient shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Recipient shall therefore comply with such Labor Code sections to fullest extent required by law. It shall be mandatory upon the Recipient and all of Recipient's contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

9. **Indemnification.** The Recipient shall Indemnify the City, its elected and appointed officials, its officers and employees, attorneys, contractors, and volunteers (together, the "City

Indemnitees”) from and against any and all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution, (“Liabilities”) of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including without limitation, the obligations to proceed in accordance with applicable law as set forth in sections 8 and 10, and for any damages to property or injuries to persons, including accidental death (and attorney’s fees and costs), which may be caused by acts or omissions of the Recipient under this Agreement, whether such activities or performance thereof be by the Recipient or by anyone directly or indirectly employed or contracted by the Recipient and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Recipient shall not be liable for property damage or bodily injury if and to the extent such property damage or bodily injury is directly and proximately caused by the sole or gross negligence or willful misconduct of the City Indemnitees.

The Recipient shall have the obligation to defend any such action covered by this Section; provided, however, if and to the extent that Recipient determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, after consultation with and reasonable consent from the City, Recipient shall compromise or settle such action in a way that fully protects City from any Liabilities. In this regard, Recipient’s obligation to defend shall include the right to hire (subject to the reasonable written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Recipient and/or City. If Recipient defends any such action, as set forth above, it shall Indemnify the City Indemnitees from and against any Liabilities assessed or awarded against any of them by way of judgment, order, decree, settlement, or stipulation.

All rights, duties and obligations of this indemnification shall survive the termination or expiration of this Agreement.

10. Compliance with Law. Recipient shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government (including those of the City). If Recipient’s failure to comply with applicable laws, ordinances, codes, or regulations results in a claim for damage or liability to City, Recipient shall be responsible for defending, indemnifying, and holding the City harmless as provided in this Agreement.

11. Taxes. Recipient acknowledges and agrees that Recipient shall be responsible for any and all taxes that are associated in any way to the receipt or use of the Funds.

12. Authority to Enter Agreement. Recipient and City each respectively represent, covenant, and warrant that they are authorized to enter into and execute this Agreement and to bind each respective Party.

13. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

14. Agreement Binding on Successors. This Agreement, together with all obligations, terms, covenants, and conditions herein, shall be binding upon the heirs, executors, administrators, personal representatives, successors in interest and assigns of the Recipient. Whenever the term “Recipient” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. No Third Party Beneficiaries. All of the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third party beneficiaries are expressly disclaimed.

17. Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18. Assignment. The rights, obligations, and interests of Recipient shall not be assignable or transferable without the prior written consent of the City. Any attempted assignment without the prior written consent of the City shall be null and void.

19. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.

20. Recipient’s Covenant Not to Discriminate. Recipient covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

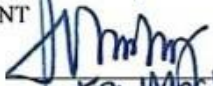
That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall Recipient, itself, himself or herself, or any Person claiming under or through it, him or her, 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, sublessees, subtenants, or vendees in the Property.

21. Relationship Between City and Recipient. It is hereby acknowledged that the relationship between the City and the Recipient is not that of a partnership or joint venture and

that the City and the Recipient shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Business. The Recipient agrees to indemnify, hold harmless and defend the City, to the same extent as set forth in Section 9 above, from any claim made against the City arising from a claimed relationship of partnership or joint venture between the City and the Recipient with respect to the development, operation, maintenance or management of the Property or the Business.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Fine Quality
RECIPIENT
By: 
Name: Ira Moskley
Title: President

CITY OF PALM DESERT

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Isra Shah
City Attorney

EXHIBIT A

Approved Use of Funds

(Attachment Behind This Page)

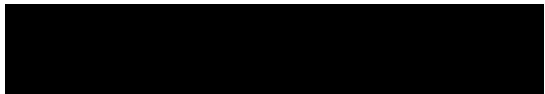
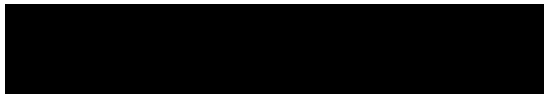


EXHIBIT B

Form of Security Agreement

(Attachment Behind This Page)



RESOLUTION NO. [REDACTED]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AN AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA PAPA DAN'S PIZZA AND PASTA AND FIND THAT THE ACTIVITY DOES NOT CONSTITUTE A PROJECT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND ALTERNATIVELY IS CATEGORICALLY EXEMPT FROM REVIEW UNDER SECTION 15301.

WHEREAS, the City of Palm Desert ("City") and Fine Quality Foods, Inc., a Nevada corporation, d/b/a Papa Dan's Pizza and Pasta ("Papa Dan's") have negotiated an Agreement for Disbursement and Use of Funds ("Agreement") to disburse funds from the City's Invest Palm Desert Program to assist with rebuilding Papa Dan's restaurant at 73011 Country Club Drive F-1 in the City, which has operated within the City for over 40 years and recently burned down in a fire; and

WHEREAS, pursuant to that Agreement, Papa Dan's is committed to opening and to continue operating an Italian restaurant in the City for a five (5) year minimum period; and

WHEREAS, Papa Dan's has also covenanted to, among other things, use the funds to purchase equipment and services from local vendors based in the City; and

WHEREAS, based on information provided by City staff, and other such written and oral evidence, as presented to the City, the City finds and determines that the allocation of funds to Papa Dan's pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the retention of the restaurant will provide numerous public benefits including:

- Generating substantial revenue for the City through additional Local Sales Tax Revenue which may be used by the City for the funding of necessary public services and facilities, including but not limited to, public safety services and facilities, public improvements and recreational opportunities that otherwise may not be available to the community for many years; and
- Papa Dan's is a highly successful restaurant who will be committed to maintaining the restaurant in the City of Palm Desert which will ensure the retention and creation of jobs and provide opportunity for additional job growth throughout the term of this Agreement; and
- Entering into this Agreement and retaining the restaurant may attract additional businesses and investment in the community due to increased services and economic activity in the area; and

- Retaining this business within the City will create jobs, maintain economic diversity in the community and stimulate the economic recovery of the City by generating new opportunities for economic growth within the region; and
- Retaining Papa Dan's' operations within the City will generate substantial revenue for the City, allow for the retention of jobs, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, in accordance with Government Code Section 53083, the City provided certain information in written form to the public and on its website (the "Report") and held a noticed public hearing on February 27, 2025 to consider all written and oral comments on the Agreement and the Report and concluded said hearing on that same date, and the City subsequently accepted the Report by resolution; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Desert as follows:

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Findings. The City Council additionally finds and determines that (a) there are identifiable public purposes fulfilled by the Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and (b) the findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

SECTION 3. The City Council hereby finds that pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), approval of the Agreement is not a "project" for purposes of CEQA and therefore is not subject to CEQA review.

State CEQA Guidelines section 15378 defines a "project" as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the approval of an agreement to disburse funds to assist a restaurant with interior improvements will not result in any physical changes to the environment. Accordingly, it does not meet the definition of a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) In addition, section 15378(b) explicitly excludes certain activities from the definition of a 'project.' Specifically, section 15378(b)(5) states that "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" are not considered projects. The approval of the Agreement is an administrative activity that does not result in physical changes to the environment and is therefore not subject to CEQA.

Even if the action were considered a “project” under CEQA, it would still qualify for a categorical exemption under State CEQA Guidelines section 15301, Class 1 (Existing Facilities). Class 1 includes the “operation, repair, maintenance, or minor alteration of existing private structures ... involving negligible or no expansion of existing or former use.” While section 15301 provides examples, such as “interior or exterior alterations,” it does not limit the scope of eligible projects to those examples. The approval of the agreement involves modifications to the interior of a private structure. The improvements are confined to the existing space and do not introduce new uses or intensify current operations. Therefore, the project meets the criteria for the Class 1 categorical exemption.

Further, none of the exceptions outlined in CEQA Guidelines section 15300.2 apply. There is no potential for significant cumulative impacts, as staff does not anticipate other similar projects at the project site or in the surrounding area. The property does not present any unusual circumstances, such as unique environmental resources, an unusual location, or physical characteristics that could result in significant impacts. The project area is fully developed and does not contain environmentally sensitive areas. The project would not damage any scenic resources, including trees, historic buildings, rock outcroppings, or similar features, within a highway officially designated as a state scenic highway. The project site is not located on a hazardous waste site or any other site included on a list compiled pursuant to Government Code section 65962.5. Lastly, the proposed project will not cause a substantial adverse change in the significance of a historical resource, as no such resources are present near the project site that could be impacted.

Staff is directed to prepare, execute, and file a Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of the project’s approval and adoption of this resolution..

SECTION 4. Approve Agreement. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as Exhibit A. The City Council hereby authorizes the City Manager, or designee, with concurrence of the City Attorney, to execute said Agreement. The City Manager is hereby authorized to take any additional steps necessary to facilitate the intent of this action.

SECTION 4. Implementation. The City Manager or designee is hereby authorized and directed to, on behalf of the City, execute any and all documents in accordance with this Resolution and applicable law.

SECTION 5. Custodian of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Palm Desert City Hall 73510 Fred Waring Drive Palm Desert, CA 92260. The City Clerk is the custodian of records for the record of proceedings.

SECTION 6. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

The City Clerk of the City of Palm Desert shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 27th day of February 2025.

JAN HARNIK, MAYOR

ATTEST:

ANTHONY MEJIA, CITY CLERK

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE CITY OF)
PALM DESERT)

I, ANTHONY MEJIA, City Clerk of the City of Palm Desert, DO HEREBY CERTIFY that foregoing Resolution No. 2025-XX was duly passed and adopted by the City Council of the City of Palm Desert at their regular meeting held February 27, 2025 by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ANTHONY MEJIA, CITY CLERK

(SEAL)

The foregoing is the original of Resolution No. 2025-## duly passed and adopted by the Palm Desert City Council at their regular meeting held February 27, 2025.

ANTHONY MEJIA, CITY CLERK

(SEAL)

EXHIBIT A
AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS

[Attached behind this cover page]

**AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS
BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS,
INC. DBA PAPA DAN’S PIZZA AND PASTA**

This Agreement for Disbursement and Use of Funds (“Agreement”) is entered into this 27 day of February, 2025, by and between the CITY OF PALM DESERT (“City”) and Fine Quality Foods Inc. dba Papa Dan’s Pizza and Pasta, a corporation, (“Recipient”). City and Recipient are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. City has created the Invest Palm Desert Program (“Program”) which establishes a Program fund and allows businesses to apply for money for capital improvements and emergency assistance from the City’s Program fund. The Program’s goals are to enhance the City’s ability to promote economic development, facilitate the growth of businesses that provide high-quality jobs, ensure a strong economic base to support services to City residents, aid in the diversification of the City’s economy, and promote an improved quality of life within the City.

C. Recipient has owned and operated an Italian restaurant in the City for forty years, however, in 2024 a fire destroyed Recipient’s restaurant. Recipient has secured a new tenant space located at 73011 Country Club Drive F-1, Palm Desert, CA 92270 (“Property”), within the same shopping center as the prior restaurant’s location, and Recipient seeks to re-establish Recipient’s restaurant within the City.

D. Recipient has submitted a request to City for disbursement of Program funds, to be used only for such capital improvements as specified in Exhibit “A”, attached hereto and incorporated herein by reference.

D. City has considered Recipient’s request and desires to approve the disbursement of Two Hundred Thousand Dollars (\$200,000.00) of Program funds (the “Funds”) to Recipient, to be used only for such capital improvements as specified in Exhibit “A”, subject to the terms and conditions set forth herein.

E. The City has determined this Agreement serves a public purpose because the continued operation of the Property will enhance economic development in the City, facilitate the growth of a business that provides high-quality jobs to residents, ensure a strong economic base to support services to City residents, aid in the diversification of the City’s economy, promote an improved quality of life within the City, and provide additional tax revenue to the City that will assist the City in providing services to its residents. The City has further determined that the public benefit derived from this Agreement outweighs any private benefit derived from this Agreement.

AGREEMENT

1. Disbursement and Use of Funds. Subject to the terms and conditions of this Agreement, within 30 days of City's receipt of an invoice from Recipient, City shall disburse the Funds to Recipient in a manner convenient to City. Recipient shall use the Funds only for such capital improvements as specified in Exhibit "A", at Recipient's new Italian restaurant located at the Property (the "Business"), and shall not use the Funds for any other purpose.

2. Conditions Precedent to Disbursement. City's obligation to perform under this Agreement and to disburse the Funds is subject to the following conditions being satisfied and the City's receipt and approval of the following certifications, documents or materials, each of which shall be in a form and substance satisfactory to the City in its sole and absolute discretion:

a. Recipient shall have made a request to City for the Funds via an invoice detailing how Funds will be used and allocated, which vendors are being purchased from, hired, or otherwise utilized in compliance with Section 3, and containing a signed certification from Recipient that invoices have not been submitted, and will not be submitted, for payment or reimbursement of those particular uses from any other source;

b. Recipient shall have provided certification to City that Recipient has incurred expenses to obtain the capital improvements the Funds will be used for, or is otherwise contractually bound to incur such expenses;

c. Recipient shall have provided evidence to City that Recipient is in compliance with Section 4 of this Agreement; and

d. No Default or Event of Default has occurred and remains uncured. "Default" means any event or condition which, with the passage of time or the giving of notice or both, would constitute an Event of Default (as defined below). The occurrence of any of the following shall be deemed to be a default hereunder (each an "Event of Default"):

i. any default or breach of any of the terms, provisions, and obligations of the Recipient pursuant to this Agreement, and such default or breach is not cured by Recipient within fifteen (15) days from receipt of written notice thereof from City;

ii. commencement of any case under the Bankruptcy Code, Title 11 of the United States Code, or commencement of any other bankruptcy arrangement, reorganization, receivership, custodianship, or similar proceeding under any federal, state, or foreign law by or against Recipient and with respect to any such case or proceeding that is involuntary, and such case or proceeding is not dismissed within sixty (60) days of the filing thereof;

iii. Recipient shall fail to make any payment in respect of any of its indebtedness when due (whether at maturity or upon acceleration) or within any applicable grace period, or any other event or condition shall occur which results in acceleration of the maturity of such indebtedness;

iv. A judgment or order for the payment of money shall be rendered against Recipient, which would have a material adverse effect on Recipient, or any of its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of thirty (30) days;

v. the occurrence of any event (including, without limitation, a change in the financial condition, business, or operations of Recipient for any reason whatsoever) that materially and adversely affects the ability of Recipient to perform any of its obligations under this Agreement;

vi. commencement of any action or proceeding which seeks as one of its remedies the dissolution of Recipient which is not being defended diligently and in good faith by Recipient, but in any event such action or proceeding must be terminated within ninety (90) days following its commencement; or

vii. A material portion of the property of Recipient is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within thirty (30) days of the date thereof.

3. Local Contracting Requirement. Recipient shall only contract with businesses located in the City of Palm Desert in the course of Recipient's utilization of the Funds for the purposes allowed by this Agreement. Recipient shall not spend the Funds with any business which is not located in the City of Palm Desert. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

4. Minimum Investment. Recipient shall invest a minimum of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) into Recipient's Business. Prior to submitting an invoice for disbursement of Funds, Recipient shall submit evidence satisfactory to City in City's sole and absolute discretion that Recipient has complied, or will comply, with this Section. Recipient shall not be eligible to receive Funds and City shall not be obligated to disburse the Funds until City has received such evidence and determined it is satisfied that Recipient has complied or will comply with this Section. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

5. Five Year Operating Requirement. Recipient covenants and agrees for itself, its successors, assigns, and every successor in interest to Recipient's Business:

a. To commence operations of the Business at the Property in such a manner as to generate sales tax by July 1, 2025.

b. To continuously use and operate the Business for a period of at least five years from the date of the Businesses's opening to the public. The Business shall be open for a full day's regular business hours twelve months per year, and at least five days every week. The Business may be closed on federal holidays.

c. **Damages for Failure to Comply.** If the Business fails to commence operations by the time period set forth in Section 5.a., or in any way or for any period of time ceases continuous operations in City's sole judgment within five years from the date of the Businesses's opening, then City may demand repayment of, and Recipient shall immediately refund to City, One Hundred Thousand Dollars (\$100,000.00) of the Funds (the "Clawback Amount"). The Clawback Amount will be secured by that certain security agreement executed concurrently herewith and in a form attached hereto as Exhibit "B".

d. **Recipient's Covenant to Use Property In Accordance With Agreement.** Recipient covenants and agrees for itself, its successors and assigns and all voluntary and involuntary successors in interest to Recipient's interest in the Business or the Property or any part thereof, that the Property shall, for the Term, be put to no use other than operation of the Business.

6. **Maintenance of Records.** Recipient shall keep, preserve, and maintain, for a period of at least six years commencing on the date of City's initial disbursement of Funds to Recipient, all documents and records of any kind relating to Recipient's use of the Funds.

7. **Right to Inspect and Audit.** The City may inspect and audit all of Recipient's documents and records relating to the Recipient's use of the Funds to ensure compliance with this Agreement and to ensure Recipient uses the Funds for authorized purposes. Recipient shall make such documents and records available to City, at the place and in the manner and form specified by City, within 15 days following City's request for such documents and records. Recipient shall furthermore grant City's employees or agents access to any land, facilities, or improvements relating to Recipient's use of the Funds, within a reasonable amount of time after City issues written notice to Recipient requesting such access.

8. **Prevailing Wage Laws.** Recipient is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Recipient understands and agrees that it is Recipient's obligation to determine if Prevailing Wage Laws apply with regard to the Recipient's use of Funds under this Agreement. Recipient agrees to fully comply with such Prevailing Wage Laws, if applicable. Recipient shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Recipient shall therefore comply with such Labor Code sections to fullest extent required by law. It shall be mandatory upon the Recipient and all of Recipient's contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

9. **Indemnification.** The Recipient shall Indemnify the City, its elected and appointed officials, its officers and employees, attorneys, contractors, and volunteers (together, the "City

Indemnitees”) from and against any and all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys’ fees, court costs and costs of alternative dispute resolution, (“Liabilities”) of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including without limitation, the obligations to proceed in accordance with applicable law as set forth in sections 8 and 10, and for any damages to property or injuries to persons, including accidental death (and attorney’s fees and costs), which may be caused by acts or omissions of the Recipient under this Agreement, whether such activities or performance thereof be by the Recipient or by anyone directly or indirectly employed or contracted by the Recipient and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Recipient shall not be liable for property damage or bodily injury if and to the extent such property damage or bodily injury is directly and proximately caused by the sole or gross negligence or willful misconduct of the City Indemnitees.

The Recipient shall have the obligation to defend any such action covered by this Section; provided, however, if and to the extent that Recipient determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, after consultation with and reasonable consent from the City, Recipient shall compromise or settle such action in a way that fully protects City from any Liabilities. In this regard, Recipient’s obligation to defend shall include the right to hire (subject to the reasonable written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Recipient and/or City. If Recipient defends any such action, as set forth above, it shall Indemnify the City Indemnitees from and against any Liabilities assessed or awarded against any of them by way of judgment, order, decree, settlement, or stipulation.

All rights, duties and obligations of this indemnification shall survive the termination or expiration of this Agreement.

10. Compliance with Law. Recipient shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government (including those of the City). If Recipient’s failure to comply with applicable laws, ordinances, codes, or regulations results in a claim for damage or liability to City, Recipient shall be responsible for defending, indemnifying, and holding the City harmless as provided in this Agreement.

11. Taxes. Recipient acknowledges and agrees that Recipient shall be responsible for any and all taxes that are associated in any way to the receipt or use of the Funds.

12. Authority to Enter Agreement. Recipient and City each respectively represent, covenant, and warrant that they are authorized to enter into and execute this Agreement and to bind each respective Party.

13. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

14. Agreement Binding on Successors. This Agreement, together with all obligations, terms, covenants, and conditions herein, shall be binding upon the heirs, executors, administrators, personal representatives, successors in interest and assigns of the Recipient. Whenever the term “Recipient” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. No Third Party Beneficiaries. All of the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third party beneficiaries are expressly disclaimed.

17. Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18. Assignment. The rights, obligations, and interests of Recipient shall not be assignable or transferable without the prior written consent of the City. Any attempted assignment without the prior written consent of the City shall be null and void.

19. Severability. If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.

20. Recipient’s Covenant Not to Discriminate. Recipient covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

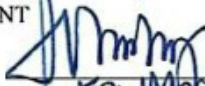
That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall Recipient, itself, himself or herself, or any Person claiming under or through it, him or her, 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, sublessees, subtenants, or vendees in the Property.

21. Relationship Between City and Recipient. It is hereby acknowledged that the relationship between the City and the Recipient is not that of a partnership or joint venture and

that the City and the Recipient shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Business. The Recipient agrees to indemnify, hold harmless and defend the City, to the same extent as set forth in Section 9 above, from any claim made against the City arising from a claimed relationship of partnership or joint venture between the City and the Recipient with respect to the development, operation, maintenance or management of the Property or the Business.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Fine Quality
RECIPIENT
By: 
Name: Ira Moskley
Title: President

CITY OF PALM DESERT

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Isra Shah
City Attorney

EXHIBIT A

Approved Use of Funds

(Attachment Behind This Page)

Expense	Amount	Source
Cornerstone Restaurant Supply and Design	\$397,730.84	
Signarama	\$12,770.07	
Placencia Mirror and Glass	\$44,770.00	
Picard	\$71,954.72	Insurance/Private Equity
S&G Plumbing Services	\$38,500.00	
Innovation Building and Design	\$874,380.00	Insurance/Private Equity
Total	\$1,440,105.63	

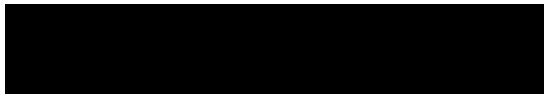
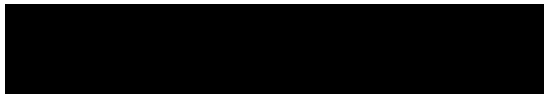


EXHIBIT B

Form of Security Agreement

(Attachment Behind This Page)



SECURITY AGREEMENT

This Security Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 20___, by and between _____ (“Debtor”), and the City of Palm Desert (“Secured Party”), as follows:

For value received, the Debtor grants to the Secured Party a security interest in (i) the property and interests in property described on Exhibit A attached hereto and incorporated herein by reference, and (ii) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the “Collateral”).

This security interest is granted for the purpose of securing the obligations of the Debtor pursuant to that certain Agreement for Disbursement and Use of Funds, of even date herewith, executed by Debtor and Secured Party (the “Funding Agreement”), pursuant to which the Debtor is required to pay the Secured Party a clawback amount of One Hundred Thousand Dollars (\$100,000.00) if Debtor fails to comply with the requirements set forth in the Funding Agreement (the “Obligations”).

The Debtor warrants, covenants, and agrees as follows:

1. Title. Except for the security interest granted by this Agreement or as otherwise permitted in writing by Secured Party, the Debtor has, or on acquisition will have, full title to the Collateral free from any lien, security interest, encumbrance, or claim, and the Debtor will, at the Debtor's cost and expense, defend any action that may affect the Secured Party's security interest in, or the Debtor's title to, the Collateral.

2. Financing Statement. No financing statement covering the Collateral or any part of it or any proceeds of it is on file in any public office (except for those approved by Secured Party in its sole discretion). The Debtor hereby authorizes the Secured Party to file such financing statements and continuation statements and other notices, instruments, documents, agreements or consents in such offices as are or shall be necessary or as the Secured Party may determine to be appropriate to create, perfect and establish the priority of the security interest granted by this Agreement in any and all of the Collateral. At the Secured Party's request, the Debtor will pay the filing fees required for all necessary financing statements in forms satisfactory to the Secured Party and will further execute all other instruments deemed necessary by the Secured Party.

3. Sale, Lease, or Disposition of Collateral. Except in the ordinary course of business, the Debtor will not, without the written consent of the Secured Party, sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest in it until this Agreement and all Obligations secured by it have been fully satisfied.

4. Protection of Collateral. The Debtor will not use the Collateral in violation of any statute or ordinance.

5. Taxes and Assessments. The Debtor will pay promptly when due all taxes, assessments and fees on the Collateral, or any part of the Collateral.

6. Reimbursement of Expenses. At the option of the Secured Party, following not less

than ten (10) days written notice to Debtor (unless a shorter or longer period is otherwise expressly provided in any other agreement between the Secured Party and Debtor, or except in the case of an emergency) the Secured Party may discharge taxes, liens, interest, or perform or cause to be performed for and on behalf of the Debtor any actions and conditions, obligations, or covenants that the Debtor has failed or refused to perform, and may pay for any actions to preserve the Collateral, and may enter the premises where the Collateral or any part of it is located and cause to be performed as agent and on the account of the Debtor any acts that the Secured Party may deem necessary for the proper preservation of the Collateral or any part of it. Any and all sums expended by the Secured Party under this paragraph, including but not limited to, attorneys' fees, court costs, agent's fees, or commissions, or any other costs or expenses, shall bear interest from the date of payment at the rate of twelve percent (12%) per annum.

7. Payment & Termination. The Debtor will pay the Obligations secured by this Agreement if and as required in accordance with the terms and provisions of the Funding Agreement. This Agreement will terminate upon the performance of all obligations of Debtor to Secured Party and the termination of the Funding Agreement.

8. Change of Place of Business. The Debtor will promptly notify the Secured Party of any change of the Debtor's principal place of business, or place where records concerning the Collateral are kept.

9. Attorney-in-Fact. The Debtor appoints the Secured Party as the Debtor's attorney-in-fact to do each and every act that the Debtor is obligated by this Agreement to do, and to exercise all rights of the Debtor in the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to make collections and to protect the Secured Party's security interest in the Collateral.

10. Time of Performance and Waiver. In performing any act under this Agreement and the Funding Agreement secured by it, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments, or the failure of the Secured Party to exercise any right or remedy, shall not constitute a waiver of any obligation of the Debtor or right of the Secured Party and shall not constitute a waiver of any other similar default that occurs later.

11. Default. The Debtor shall be in default under this Agreement on the occurrence of any of the following events or conditions:

- (a) Any default under the Funding Agreement;
- (b) Any warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor proves to have been false in any material respect when made or furnished;
- (c) Sale or encumbrance to or of any of the Collateral in violation of this Agreement, or the making of any levy, seizure, or attachment of or on the Collateral; or
- (d) Failure of the security interest granted by this Agreement to create a valid and perfected security interest or lien.

12. Remedies. On the occurrence of any event of default, and at any later time, the

Secured Party may declare all obligations secured due and payable immediately, and may proceed to enforce payment and exercise any and all of the rights and remedies provided by the California Commercial Code as well as other rights and remedies either at law or in equity possessed by the Secured Party.

The Secured Party may require the Debtor to assemble the Collateral, or the books, records and contracts relating to the Collateral and make it or them available to the Secured Party at any place to be designated by the Secured Party that is reasonably convenient to both parties. Unless the Collateral threatens to decline rapidly in value, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if the notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this Agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Secured Party's reasonable attorneys' fees and legal expenses.

13. Jury Waiver. TO THE EXTENT PERMITTED BY LAW, DEBTOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG DEBTOR AND SECURED PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO SECURED PARTY TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER FINANCING DOCUMENTS.

14. Miscellaneous Provisions.

(a) Governing Law; Venue: This Agreement is delivered in the State of California and governed by California law (without giving effect to its laws of conflicts). Any legal action or proceeding with respect this Agreement shall only be brought in a state or federal court located in Riverside County, California. By the execution and delivery of this Agreement, the Debtor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The Debtor waives any claim that the State of California is not a convenient forum or the proper venue for any such legal action or proceeding.

(b) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

(c) Attorneys' Fees: Should any litigation or arbitration be commenced between the parties to this Agreement concerning the Collateral, this Agreement, or the rights and duties of either party in relation to them, the prevailing party shall be entitled to a reasonable sum as reimbursement for his or her attorneys' fees and legal expenses.

(d) Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of that provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid,

illegal, or unenforceable provision had never been contained in it.

(e) Entire Agreement: This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.


(f) Definitions: All terms used in this Agreement that are defined in the California Commercial Code shall have the same meaning in this Agreement as in the Code.

[SIGNATURES FOLLOW THIS PAGE]

The parties have signed this Agreement as of the day and year first above written.

"DEBTOR"

[INSERT]

By: 
Name: Ira Mosley
Title: PRESIDENT

"SECURED PARTY"

CITY OF PALM DESERT

By: _____
Name: _____
Title: _____



EXHIBIT A

Description of Personal Property Collateral

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, machine tools, motors, equipment controls, attachments, parts, inventory, and chemicals) in which Debtor now or hereafter acquires an interest or right, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the obligations of Debtor to Secured Party remains unpaid or unperformed, may accrue from such personal property or any part thereof, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services, or property, accounts and other accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles, payment intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) Debtor's rights under all insurance policies covering any of the aforesaid collateral and all proceeds, loss payments, and premium refunds payable regarding the same;

(e) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of any of the aforesaid collateral; and

(f) All proceeds, increases, substitutions, replacements, additions, and accessions of the aforesaid collateral.