

PALM DESERT CITY COUNCIL MEETING AGENDA

Thursday, April 10, 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 "Meeting Agendas" 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: March 27, 2025**
 - 4.b **Conference with Legal Counsel regarding Existing Litigation pursuant to Government Code Section 54956.9(d)1**
VillasPD, LLC v City of Palm Desert
Case number: CVPS2404242
 - 4.c **Conference with Legal Counsel - Anticipated Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

(Number of potential cases: 1)
 - 4.d **Conference with Legal Counsel - Anticipated Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

(Number of potential cases: 1)
5. **ROLL CALL - REGULAR MEETING - 4:00 P.M.**
6. **PLEDGE OF ALLEGIANCE**
Mayor Pro Tem Trubee
7. **INSPIRATION**
Mayor Harnik
8. **REPORT OF CLOSED SESSION**
City Attorney Shah
9. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
 - 9.a **NATIONAL LIBRARY WEEK PROCLAMATION** 9
 - 9.b **MCCALLUM THEATRE UPDATE** 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 | 25 |
| | RECOMMENDATION:
Approve the Minutes of March 27, 2025. | |
| 13.b | APPROVAL OF WARRANT REGISTERS | 35 |
| | RECOMMENDATION:
Approve the warrant registers issued for the period 3/20/2025 to 4/3/2025. | |
| 13.c | RATIFICATION OF LETTERS OF SUPPORT FOR CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO FUNDING REQUESTS FOR AN ARTIFICIAL INTELLIGENCE AND VIRTUAL REALITY RESEARCH AND RETRAINING CENTER AND REGIONAL ENTREPRENEURIAL RESOURCE CENTERS PROGRAM | 75 |
| | RECOMMENDATION:
Ratify letters of support for California State University, San Bernardino's (CSUSB) Community Project Funding requests for the establishment of an Artificial Intelligence (AI) and Virtual Reality (VR) Research and Retraining Center and the Regional Entrepreneurial Resource Centers Program. | |
| 13.d | RATIFICATION OF LETTER OF SUPPORT FOR PALM SPRINGS INTERNATIONAL AIRPORT INLINE BAGGAGE HANDLING SYSTEM AND TERMINAL EXPANSION PROJECT | 81 |
| | RECOMMENDATION:
Ratify the letter of support for the City of Palm Springs' Community Project Funding request for the Palm Springs International Airport Inline Baggage Handling System and Terminal Expansion Project. | |

- 13.e LETTER OF SUPPORT FOR SENATE BILL 664 (OCHOA BOGH) AND MONITOR ASSEMBLY BILL 262 (CALOZA) 85**
RECOMMENDATION:
1. Direct staff to take a monitor position on Assembly Bill 262 (Caloza) – California Individual Assistance Act, allowing staff to track the bill as it progresses and return for further City Council consideration once a legislative analysis and fiscal impact are available.
2. Authorize the issuance of a letter of support for Senate Bill 664 (Ochoa Bogh) – Blue Envelope Program.
- 13.f LETTER OF SUPPORT FOR SENATE BILL 346 (DURAZO) – TRANSIENT OCCUPANCY TAXES AND SHORT-TERM RENTAL FACILITATORS 99**
RECOMMENDATION:
Authorize the issuance of a letter of support for Senate Bill 346 (Durazo) relating to transient occupancy taxes and short-term rental facilitators.
- 13.g LETTER OF OPPOSITION TO SENATE BILL 79 (WIENER) –TRANSIT-ORIENTED DEVELOPMENT 111**
RECOMMENDATION:
Authorize the issuance of a letter of opposition to Senate Bill 79 (Wiener) relating to transit-oriented development.
- 13.h RESOLUTION ADOPTING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS 147**
RECOMMENDATION:
Adopt a resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS.”
- 13.i RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING PANEL AND CLARIFYING MEMBERSHIP ELIGIBILITY REQUIREMENTS AND APPOINTMENTS 153**
RECOMMENDATION:
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 AND RESCINDING RESOLUTION NO. 2025-012.”
- 13.j ACCEPTANCE OF A RESIGNATION FROM THE CIVIC ENGAGEMENT COMMITTEE 159**
RECOMMENDATION:
With regret, accept the resignation of Brooke Beare Stjerne from the Civic Engagement Committee.
- 13.k HOMELESSNESS TASK FORCE 2025 ANNUAL WORK PLAN 161**
RECOMMENDATION:
Approve the Homelessness Task Force's 2025 Work Plan.

- 13.l PUBLIC SAFETY COMMITTEE 2025 WORK PLAN 163**
RECOMMENDATION:
Approve the Public Safety Committee’s 2025 Work Plan.
- 13.m APPROVE CHANGE ORDER NO. 1 TO C47750 WITH WEST COAST ARBORISTS, INC., OF INDIO, CA, FOR ADDITIONAL ARBORICULTURAL SERVICES (PROJECT NO. MLS00026) 165**
RECOMMENDATION:
1. Approve Change Order No. 1 to C47750 with West Coast Arborists, Inc. of Indio, CA, for additional arboricultural services to increase compensation in an amount not to exceed \$275,000; for a total annual amount of \$1,389,125.
2. Authorize the City Attorney to make any necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute said Change Order.
- 13.n REJECT ALL PROPOSALS SUBMITTED FOR PUBLIC ART AND EL PASEO SCULPTURE MAINTENANCE SERVICES AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN INTERIM SCULPTURE MAINTENANCE AGREEMENT 197**
RECOMMENDATION:
1. Reject all proposals submitted for Public Art and El Paseo Sculpture Maintenance Services.
2. Authorize staff to solicit new proposals for these services.
3. Authorize staff to negotiate and the City Manager to execute a six-month contract with Rice Construction from July 1, 2025, through November 30, 2025, to ensure continuity of service during the re-bidding process.
- 13.o AWARD CONTRACT TO TRI-STAR CONTRACTING II, INC. FOR ON-CALL MAINTENANCE AND REPAIRS FOR PUBLIC STREETS AND SPACES (PROJECT NO. SST00001) 199**
RECOMMENDATION:
1. Award a Maintenance Services Agreement with Tri-Star Contracting II, Inc., of Desert Hot Springs, California, in the amount not to exceed \$150,000 for FY 2024-25, and \$500,000 annually thereafter for a 38-month term with the option of (2) additional one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

13.p APPROVE AMENDMENT NO. 2 TO CONTRACT NO. C41450 WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL) TO CONTINUE BUSINESS LICENSE TAX AND FEES ADMINISTRATION 261

RECOMMENDATION:

1. Approve Amendment No. 2 to Contract No. C41450 with HdL to extend the term for one (1) year.
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to execute any amendments to the agreement.

13.q AMENDMENT NO. 1 TO CONTRACT NO. C47070 WITH FLOCK SAFETY FOR EXPANSION OF AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM; APPROPRIATION AND USE OF CITIZENS OPTION FOR PUBLIC SAFETY/SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS 301

RECOMMENDATION:

1. Approve Amendment No. 1 to Contract No. C47070 with Flock Safety in the amount of \$138,750 for the purchase and installation of 44 additional cameras.
2. Authorize appropriation in the amount of \$133,000 from Fund 229-Public Safety Supplemental Law Enforcement Services Fund Balance (COPS/SLESF) to Account No. 2294210-4391400.
3. Authorize the City Manager to execute Amendment No. 1 and any necessary documents, and to make non-monetary modifications as needed.

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 CONSIDERATION OF APPROVING AN INTERIM CITY MANAGER EMPLOYMENT AGREEMENT 351

RECOMMENDATION:

Approve the Interim City Manager Employment Agreement with Christopher Escobedo, effective March 24, 2025.

14.b PROVIDE DIRECTION ON LIBRARY FOUNDATION CONSIDERATIONS 355

RECOMMENDATION:

Provide direction on City/Library Foundation considerations.

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 RESOLUTION AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE

383

RECOMMENDATION:

Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 2014-95."

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, Michelle Nance, Acting Assistant City 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/ Michelle Nance
Acting Assistant City Clerk

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;

WHEREAS, libraries provide free access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive;

WHEREAS, there are a total of 16,568 public libraries in the United States. Nearly 100% of all public libraries provide free Wi-Fi and have no-fee access to computers;

WHEREAS, libraries partner with schools, businesses, and organizations, maximizing resources, increasing efficiency, and expanding access to essential services, strengthening the entire community;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth, economic success, and enhanced quality of living;

WHEREAS, libraries nurture young minds through story times, programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime;

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week;

NOW, THEREFORE, BE IT RESOLVED, that I, Jan C. Harnik, Mayor of the City of Palm Desert, on behalf of the entire City Council, proclaim April 6–12, 2025,

National Library Week

During this week, I encourage all residents to visit your library, explore its resources, and celebrate all the ways that the library draws us together as a community.

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 10th day of April 2025.



AND THE CITY OF PALM DESERT

ROBERT MCCONNAUGHEY
PRESIDENT/CFO

KAJSA THURESSON-FRARY
VICE PRESIDENT - EDUCATION

QUICK FACTS

McCallum Theatre FY 2024

August 1, 2023 - July 31, 2024



McCallum Theatre in Palm Desert

MCCALLUM IN COACHELLA VALLEY

- 121 mainstage productions
- 126,687 community members, visitors, students, and educators
- 142 volunteers support the Theatre
- \$9.8M in ticket sales income
- \$19.4M annual operating budget

QUICK FACTS

McCallum Theatre FY 2024

August 1, 2023 - July 31, 2024



Students from McCallum's East Valley Dance Project performing at 2024 Palm Desert Choreography Festival

COMMUNITY SUPPORT FOR THE MCCALLUM

- 16% of ticket sales — Palm Desert residents
- 38.36% — Coachella Valley residents (excl. Palm Desert)
- 44.9% — Visitors from outside the Coachella Valley
- \$10.7M fundraising income
- \$1.9M donated by Palm Desert residents
- \$1.5M in tickets purchased by Palm Desert residents

QUICK FACTS

McCallum Theatre FY 2024

August 1, 2023 - July 31, 2024



EDUCATION PROGRAMS

- 40,000 students, educators, and community members
- 100 schools participate in The Field Trip Series
- In-depth partnerships with 29 public elementary schools across all 3 school districts in the Coachella Valley
- McCallum partners with every public elementary school in Palm Desert:
 - Washington Charter School
 - Ronald Reagan Elementary
 - Abraham Lincoln Elementary
 - James Carter Elementary



Students attending McCallum Theatre programs on-campus and in-theatre

THE CHILDREN OF WILLESDEN LANE

McCallum Theatre
February 2025

February 4-5, 2025, 3000 students and educators from schools across 4 different school districts, private schools, and homeschools in the Coachella Valley to four captivating performances of *The Children of Willesden Lane* by the incredible Mona Golabek. This inspiring one-woman show, featuring some of the world's greatest classical piano music, shared her mother's riveting story of surviving the Holocaust and Nazism during World War II.







LEVEL 2A

EXIT

FEEDBACK FOR THE CHILDREN OF WILLESDEN LANE

“The students had been reading the book and working with Ms. April, our McCallum Teaching Artist, for a few weeks. She was amazing with our students. They loved the book and found that the show and dramatization with the music really brought it to life for them. *The Children of Willesden Lane* was very valuable for us to explore because it was historical. My students loved the story of survival and real life coming of age struggles.”

- Mary Dolan, 3rd Grade Teacher, Lincoln Elementary, Palm Desert

“I believe that having the McCallum is such an enriching experience for children. I can touch the surface of the arts, but it is not my forte. It takes a team to provide such an in-depth experience that can only come from those who have studied the arts. I was struck by how much they were able to connect with the story through the classes provided by Ms.Holly, our McCallum Teaching Artist.”

Michelle Veliz, 3rd Grade Teacher, Reagan Elementary, Palm Desert

QUICK FACTS

November 9 - 10, 2024



Dancer performs at Palm Desert Choreography Festival

PALM DESERT CHOREOGRAPHY FESTIVAL 2024

- 1 of 4 of Palm Desert's annual festivals
- 103 festival submissions from choreographers around the world
- 20 finalists competed at the Festival
- 1,942 audience members attended
- East Valley Dance Project
 - 157 students from Desert Mirage and Coachella Valley High School auditioned for the ensemble
 - 45 students selected for the Ensemble to participate in the Palm Desert Choreography Festival

EAST VALLEY DANCE PROJECT & PALM DESERT CHOREOGRAPHY FESTIVAL 2022



QUICK FACTS

May 2 & May 3, 2025



Ximena Parra and Maya Munoz of Grupo Folklórico Tonantzin rehearse in the lobby for the 2024 McCallum Theatre Open Call Talent Project

OPEN CALL TALENT PROJECT 2025

- Community engagement project that nurtures local talent
- 163 community members auditioned
 - 90 will participate in the production this May
 - Ages 10 - 79 will be performing
- In 2024:
 - 2,325 community members attended
 - \$67,100 in ticket sales
 - \$218,093 in sponsorships

MCCALLUM THEATRE IN PALM DESERT CLASSROOMS



Allan Lehmann, Principal
Washington Charter School



THANK YOU FOR LISTENING!

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

Minutes

March 27, 2025, 2:45 p.m.

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

1. CALL TO ORDER - STUDY SESSION

A Study Session of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, March 27, 2025, at 2:47 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 HILLSIDE OBJECTIVE DESIGN STANDARDS PROJECT CASE NO. ZOA25-0001

Principal Planner Melloni introduced John Kaliski, of John Kaliski Architects, who narrated a PowerPoint presentation and responded to City Council inquiries.

During the deliberations, individual Councilmember(s) offered commentary as follows. The points below do not necessarily reflect the City Council consensus.

- Adopt objective standards for ridgeline protection.
- Clearly define "excessive" cut/fill with objective standards.
- Oppose new cluster development in the west hills.
- Establish standards for viewshed protection.
- Conduct a hillside tour for council members.
- Clarify Fire Department requirements for property access.
- Explore eliminating the existing precise plan and exceptions in the Hillside Planned Residential zone if no major environmental review is needed.
- Provide background on State laws, including Senate Bill 9, and its applicability to charter cities.
- Limit structure size in Hillside Planned Residential areas.
- Encourage homeowners to focus on mountain views rather than valley views.
- Assess the number of privately owned lots and their developability.
- Determine if private property owners can build additional roads.
- Evaluate the feasibility of prohibiting all hillside development.
- Clarify if the ODS project applies to existing developments like Bighorn.
- Recognize all mountains and open space as important within the City's influence.
- Prohibit short-term rental structures in hillside areas.
- Ensure architecture and landscaping complement the natural beauty of the desert.

2.b UPDATE ON THE CITY SEAL REDESIGN PROCESS

Management Analyst Powell presented a staff report and responded to City Council inquiries.

3. ADJOURNMENT

The City Council adjourned the Study Session at 4:02 p.m.

Respectfully submitted,

Michelle Nance

Acting Assistant City Clerk, CMC/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

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

Regular Meeting Minutes

March 27, 2025, 3:30 p.m.

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

1. CALL TO ORDER - CLOSED SESSION - 3:30 P.M.

A Regular Meeting of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, March 27, 2025, at 4:02 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY

None.

3. RECESS TO CLOSED SESSION

Mayor Harnik adjourned to Closed Session at 4:03 p.m.

4. CLOSED SESSION AGENDA

4.a Closed Session Meeting Minutes: February 27, 2025

4.b Conference with Real Property Negotiations pursuant to Government Code Section 54956.8

Agency: City of Palm Desert
City Negotiator: Chris Escobedo/Richard Cannone/Martin Alvarez
Negotiating Parties: Blieu Companies
Under Negotiation: Price and Terms

4.c Public Employee Performance Evaluation Pursuant to Government Code 54957

Employee: Interim City Manager

5. ROLL CALL - REGULAR MEETING - 4:00 P.M.

6. PLEDGE OF ALLEGIANCE

Mayor Harnik led the Pledge of Allegiance.

7. INSPIRATION

Councilmember Quintanilla provided words of inspiration.

8. REPORT OF CLOSED SESSION

City Attorney Shah stated that direction was given by the City Council; no reportable actions were taken.

9. AWARDS, PRESENTATIONS, AND APPOINTMENTS

9.a WATER CONSERVATION MONTH PROCLAMATION

Mayor Harnik presented a Proclamation to Luis Moctezuma declaring April 2025 as Water Conservation Month.

9.b CRIME VICTIMS' RIGHTS WEEK PROCLAMATION

Mayor Harnik presented a Proclamation to Katie Gilbertson, representing Riverside County District Attorney's Office, declaring April 6-12, 2025, as Crime Victims' Rights Week.

9.c YOUTH IN GOVERNMENT PRESENTATION BY FAMILY YMCA OF THE DESERT

Milo Morrell, Skyla Marley, and Rylee Stendell, student representatives, provided an update on the YMCA Youth in Government Program.

10. CITY MANAGER COMMENTS

10.a SHERIFF DEPARTMENT UPDATE

Lieutenant Porras from the Riverside County Sheriff's Office provided updates on e-bike rider safety and immigration enforcement scams and introduced two new deputies serving the Palm Desert area.

11. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION

Councilmembers provided updates on their attendance at various events.

Councilmember Quintanilla, with the support of Mayor Harnik, requested that the City Council Subcommittee on Legislative Affairs consider supporting Senate Bill 664, Blue Envelope Program, and Assembly Bill 262, California Individual Assistance Act

12. NON-AGENDA PUBLIC COMMENTS

Ken Seumalo, Indian Wells Director of Public Works, thanked the City Council and applauded staff for assistance with traffic control during the BNP Paribas Open event.

Mike Morsch, Palm Desert resident, provided an update on South Coast Air Quality Management District's (SCAQMD) proposed rules related to natural gas powered appliances.

Rose Mary Ortega, Palm Desert resident, spoke on the Sister Cities Foundation participation in Palm Desert Food & Wine.

13. CONSENT CALENDAR

Motion by: Councilmember Pradetto

Seconded by: Councilmember Nestande

To approve the consent calendar as presented.

Motion Carried (5 to 0)

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

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Approve the Minutes of March 13, 2025.

Motion Carried (5 to 0)

13.b APPROVAL OF WARRANT REGISTERS

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Approve the warrant registers issued for the period 3/6/2025 to 3/13/2025.

Motion Carried (5 to 0)

13.c APPOINTMENT OF AN AD HOC CITY COUNCIL SUBCOMMITTEE FOR THE CITY SEAL REDESIGN

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Confirm the appointment of Mayor Harnik and Councilmember Pradetto to an ad hoc City Council Subcommittee for the City Seal redesign.

Motion Carried (5 to 0)

13.e AUTISM CERTIFIED CITY SIGNAGE

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Receive and file an update on Autism Certified City signage.

Motion Carried (5 to 0)

13.f AUTHORIZE OUT-OF-STATE TRAVEL FOR THE DEPUTY DIRECTOR OF ECONOMIC DEVELOPMENT TO ATTEND THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) ANNUAL CONFERENCE IN LAS VEGAS, NEVADA

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Authorize out-of-state travel for the Deputy Director of Economic Development to attend the International Council of Shopping Centers (ICSC) Annual Conference from May 18 through May 20, 2025, in Las Vegas, Nevada.

Motion Carried (5 to 0)

13.g AUTHORIZE SUBSTITUTE OUT-OF-STATE TRAVEL FOR SENIOR MANAGEMENT ANALYST TO ATTEND THE U.S. HOUSING AND COMMUNITY DEVELOPMENT CONFERENCE IN DALLAS, TEXAS

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Authorize substitute out-of-state travel for the Senior Management Analyst to attend the U.S. Housing and Community Development Conference on March 31, through April 3, 2025, in Dallas, Texas.

Motion Carried (5 to 0)

13.h REJECT PROPOSALS SUBMITTED FOR CAMERA PROCUREMENT, INSTALLATION, AND OFF-SITE MONITORING SERVICE FOR HOUSING AUTHORITY PROPERTIES

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

Reject all proposals submitted in response to a published RFP titled Camera Procurement, Installation and Off-Site Monitoring Service for Housing Authority Residential Properties.

Motion Carried (5 to 0)

13.j APPROVE BLIEU COMPANIES LEASE FOR SUITE 117 AT THE PARKVIEW BUILDING

Motion by: Councilmember Pradetto
Seconded by: Councilmember Nestande

1. Approve a short-term lease with Blieu Companies for suite 117 at the Parkview Building for tenant qualifying and interview purposes.
2. Approve leasing term requested by Blieu from April 2025 to September 2025.
3. Authorize the City Attorney to make any necessary non-monetary changes to the agreement.
4. Authorize City Manager to execute all documents required to effectuate lease.

Motion Carried (5 to 0)

13.d EL PASEO DELIVERY TRUCK CONCERNS

Economic Development Director Alvarez presented a staff report and responded to City Council inquiries.

Mayor Pro Tem Trubee requested staff to consider whether the City could impose time restrictions for commercial trucks on El Paseo as part of the mobility plan.

Motion by: Councilmember Pradetto

Seconded by: Councilmember Nestande

Receive and file an update on El Paseo delivery truck concerns.

Motion Carried (5 to 0)

13.i REVIEW THE 2024 CALENDAR YEAR GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORTS AND AUTHORIZE SUBMITTAL TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Donald Zeigler, Palm Desert resident, opined that policies addressing extreme summer heat should be prioritized and suggested the City should consider alternative power sources to enhance electricity reliability.

Mayor Harnik, with support of Councilmember Quintanilla, requested a future Study Session on the Housing Element Annual Progress Report.

Motion by: Councilmember Pradetto

Seconded by: Mayor Pro Tem Trubee

1. Receive and file the 2024 General Plan and Housing Element Annual Progress Report.
2. Authorize City staff to submit the General Plan and the Housing Element Annual Progress Reports to the State Office of Planning and Research (OPR) and Department of Housing and Community Development (HCD).

Motion Carried (5 to 0)

14. ACTION CALENDAR

None.

15. PUBLIC HEARINGS

15.a PUBLIC HEARING TO APPORVE AN AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT, AND RELATED RESOLUTIONS, FOR ARC VILLAGE PROJECT WITH CHELSEA INVESTMENT COPORATION PURUSANT TO H&S SECTION 33433

Director of Finance Chavez narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Harnik opened and closed the public hearing, there being no member of the public wishing to speak.

Motion by: Councilmember Nestande

Seconded by: Councilmember Quintanilla

1. Adopt Housing Authority Resolution No. HA-128 entitled, "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY APPROVING AN AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT BETWEEN THE AUTHORITY AND CHELSEA INVESTMENT CORPORATION, OR ITS DESIGNEE ("Parties") PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433."
2. Adopt Housing Authority Resolution No. HA-129 entitled, "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY DECLARING A HOUSING AUTHORITY OWNED PARCEL LOCATED OFF COUNTY CLUB DRIVE IN THE CITY OF PALM DESERT TO BE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(F)."
3. Approve Amendment to Disposition Development and Loan Agreement ("Amendment to DDLA") between the Parties, including the exhibits, for the conveyance of the Authority-owned vacant property located off of Country Club known as APN 622-370-014 to Chelsea Investment Corporation, or its designee, (the "Developer" or "Chelsea") for the construction of 39 units for rental to extremely low, very low and low income qualified households and one manager unit (the "Project"), pursuant to Health and Safety Code Section 33433.
4. Authorize Housing Authority Loan to the Developer for the purchase and construction of the Project in the amount of \$4,680,000, pursuant to terms of the Amendment to DDLA with the loan being secured by a subordinate deed of trust on the Project.
5. Authorize Director of Finance to Appropriate \$1,680,000 from unobligated Housing Asset Fund monies to Account Number 8734195-4663900.
6. Authorize the Executive Director to finalize and execute the Amendment to DDLA and documents deemed necessary to effectuate the Amendment to DDLA, the conveyance of the property and conditions of approval, with such changes thereto as the Executive Director, in consultation with legal counsel, may deem necessary and consistent with the purpose of the DDLA, as amended by the Amendment to DDLA, and conditions of approval.
7. Authorize the Chairperson and Executive Director to execute documents necessary to effectuate the transfer.
8. Adopt City Resolution No. 2025-019 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT MAKING FINDINGS PURSUANT TO THE HEALTH AND SAFETY CODE SECTION 33433 IN CONNECTION WITH A PROPOSED AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT BETWEEN THE PALM DESERT HOUSING AUTHORITY AND CHELSEA INVESTMENT CORPORATION OR ITS DESIGNEE."

Motion Carried (5 to 0)

**15.b SUBSTANTIAL AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM YEAR 2024 ANNUAL ACTION PLAN AND THE CITIZEN
PARTICIPATION PLAN**

This Public Hearing was continued to a date uncertain.

16. INFORMATION ITEMS

None.

17. ADJOURNMENT

The City Council adjourned at 5:36 p.m.

Respectfully submitted,

Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

Anthony J. Mejia, MMC

City Clerk/Secretary

City of Palm Desert

Check Register

3/20/2025 - 3/20/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 CODE LGL	1020153	3,581.13
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 GARBAGE LGL	1020153	74.00
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 PUBLIC BIDDING LGL	1020153	9,355.80
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 MOBILEHOME PARKS LGL	1020153	1,036.00
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 PUBLIC RECORDS (PRA) LGL	1020153	4,948.60
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 THE REFUGE PD LLC LGL	1020153	1,616.90
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 HOUSING LAW LGL	1020153	3,098.80
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 SB35 APPLICATION	1020153	355.00
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 VILLASPD WRIT LGL	1020153	15,850.60
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 SPECIALTY LGL	1020153	13,084.71
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301500	JN25 REIMB COST LGL	1020153	165.60
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104121 4301600	JN25 PERSONNEL LGL	1020155	5,200.15
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	1104159 4309300	JN25 WESTFIELD LGL	1020153	1,937.54
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	2424549 4309000	JN25 FAMILY YMCA LGL	1020153	1,029.50
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	5104195 4369601	JN25 PV LGL	1020153	2,538.20
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	6100000 2282100	JN25 SHADOW RIDGE LGL	1020153	133.20
W1	00003885	03/20/2025	BEST BEST & KRIEGER LLP	6100000 2283600	JN25 DSRT SURF LGL	1020153	728.90
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943552	655.64
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943551	85.71
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943550	306.16
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943549	41.46
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943544	1,135.45
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943537	25.50
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943535	219.31
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943531	162.01
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943530	574.93
W1	00003886	03/20/2025	BRODART CO	2524662 4211200	Library Book Purchase 3/1/25	B6943569	19.63

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00003886	03/20/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/1/25	B6943568	81.50
W1	00003886	03/20/2025	BRODART CO	2524662	4211200	Library Book Purchase 3/1/25	B6943567	67.56
W1	00003887	03/20/2025	CDW LLC	1104190	4212000	Charger Lightning/USB-C	AD1RL7C	131.46
W1	00003887	03/20/2025	CDW LLC	1104190	4212000	HP 148A Toner	AD2BP6A	255.00
W1	00003887	03/20/2025	CDW LLC	1104190	4212000	Logitech Mouse, Startech Port	AD2JA4C	363.94
W1	00003887	03/20/2025	CDW LLC	5304190	4404000	R-LVO Laptops	AD1MA1G	7,387.15
W1	00003888	03/20/2025	CIRCUIT TRANSIT INC	1104416	4368100	FB25 COURTESY CARTS EL PASEO	3668	24,332.41
W1	00003889	03/20/2025	CORNERSTONE RESTAURANT SUPPLY &	2304220	4331000	COFFEE POTS - FS#33	INV007532	38.88
W1	00003889	03/20/2025	CORNERSTONE RESTAURANT SUPPLY &	1104330	4404000	ICE MAKER/ FILTER CARTRIDGE	INV007045	0.01
W1	00003889	03/20/2025	CORNERSTONE RESTAURANT SUPPLY &	1104330	4404000	ICE MAKER/ FILTER CARTRIDGE	INV007045	5,303.06
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 1195	BE006410898	43.47
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1100000	1150300	Dental 9013	BE006410898	138.39
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1100000	2160900	Delta Dental Premium 02/2025	BE006410898	14,877.57
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1104154	4112200	Dental 1240	BE006410898	-56.43
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1104310	4112200	Dental 1355	BE006410898	43.47
W1	00003890	03/20/2025	DELTA DENTAL OF CALIFORNIA	1104310	4112200	Dental 1353	BE006410898	43.47
W1	00003891	03/20/2025	DESERT PUBLICATIONS INC	1104800	4306201	FY25 FD&WINE/FASHION WK SPNSHP	993906	300,000.00
W1	00003892	03/20/2025	DESERT REDI-MIX	1104310	4332000	FILL SAND - STORM	1199244	401.27
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Bandwango online Svs MAR25	10322	1,299.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Print Advertising: CV Weekly	10322	4,400.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Online Campaign: PSL MAR25	10322	3,125.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Monthly Web Updates-PSL MAR25	10322	250.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Catalogue Delivery:PSL MAR25	10322	250.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Print Advertising: Desert X	10322	4,200.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Advertising: PSL MAR25 993	10322	4,395.00
W1	00003893	03/20/2025	FG CREATIVE INC	2714491	4321500	Advertising: PSL MAR25	10322	2,200.00
W1	00003894	03/20/2025	GARLAND/DBS INC	2300000	2060000	REL RTNT - FS 67 REROOF	REL RET-MFA00030	12,693.75

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00003894	03/20/2025	GARLAND/DBS INC	5100000	2060000	REL RTNT - STATE BLDG REROOF	REL RET-MFA00011	59,077.85
W1	00003895	03/20/2025	HORIZON PROFESSIONAL LANDSCAPE	1104614	4337001	JN25 LMA 6 - DW PARKING LOT	6780	1,595.00
W1	00003895	03/20/2025	HORIZON PROFESSIONAL LANDSCAPE	2754684	4332100	LMA7 EXTRA WORK - SONATA II	6748	3,500.00
W1	00003895	03/20/2025	HORIZON PROFESSIONAL LANDSCAPE	4414195	4332000	LMA 6 - DW PERIMETER LNDSP	6780	12,013.00
W1	00003896	03/20/2025	HR GREEN PACIFIC INC	1104423	4301150	Eng Svcs & Land Development	184491A	26,133.00
W1	00003896	03/20/2025	HR GREEN PACIFIC INC	1104250	4301150	ON-CALL TRAFFIC ENGINEERING SR	184492A	10,411.81
W1	00003897	03/20/2025	IDEA PEDDLER LLC	1104417	4309000	Public Relations FB25	2786	4,716.67
W1	00003897	03/20/2025	IDEA PEDDLER LLC	1104417	4309000	Pocket Guide Batch 1	2789	3,000.00
W1	00003897	03/20/2025	IDEA PEDDLER LLC	1104417	4309000	Media Management - FB25	2788	4,325.67
W1	00003897	03/20/2025	IDEA PEDDLER LLC	1104417	4309000	Strategy & Acct Managemnt FB25	2787	4,416.66
W1	00003897	03/20/2025	IDEA PEDDLER LLC	1104417	4309000	Social Media Retainer-FB25	2785	2,416.66
W1	00003898	03/20/2025	INTERNATIONAL COUNCIL OF SHOPPING	1104110	4312000	ICSC 2025 Registration KQ	8021511	1,050.00
W1	00003898	03/20/2025	INTERNATIONAL COUNCIL OF SHOPPING	1104110	4312000	ICSC 2025 Registration JP	8098938	1,050.00
W1	00003898	03/20/2025	INTERNATIONAL COUNCIL OF SHOPPING	1104110	4312000	ICSC 2025 Registration ET	8069181	1,050.00
W1	00003898	03/20/2025	INTERNATIONAL COUNCIL OF SHOPPING	1104110	4363000	ICSC 2025 Membership Dues JP	8098938	175.00
W1	00003898	03/20/2025	INTERNATIONAL COUNCIL OF SHOPPING	1104110	4363000	ICSC Membership Dues ET	8069181	175.00
W1	00003899	03/20/2025	INTERWEST CONSULTING GROUP INC.	2334670	5000201	SP24-FB25 DESIGN SVC-NS PARK	1524547	106,100.70
W1	00003900	03/20/2025	LEONARD, DION	2524662	4390000	Book Purchase - Finding Gobi	0211FG	1,365.50
W1	00003901	03/20/2025	MARIPOSA LANDSCAPES INC	1104310	4332000	R/M TREES - UNIV PARK ST	112170	200.00
W1	00003901	03/20/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	FB25 LMA 1 LANDSCAPE MAINT	112390	41,125.38
W1	00003901	03/20/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	FB25 LMA 9 - MEDIANS	112363	24,745.40
W1	00003901	03/20/2025	MARIPOSA LANDSCAPES INC	1104614	4392101	FB25 LMA 9 - ENTRADA DEL PASEO	112363	5,040.80
W1	00003902	03/20/2025	MATRIX CONSULTING GROUP LTD	5304310	4403000	FLEET VEHICLE STUDY JN25-FB25	1559-24 #1	8,800.00
W1	00003903	03/20/2025	MIDWEST TAPE LLC	2524662	4211200	Library DVD Purchase 3/3/25	506834701	105.06
W1	00003904	03/20/2025	MK SOLUTIONS INC	2524662	4211200	RFID BOOK TAGS	51571	3,626.87
W1	00003905	03/20/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI REMOVAL SUPPLIES	2502-228264	180.96
W1	00003905	03/20/2025	PAINTERS WAREHOUSE OF	1104310	4391502	GRAFFITI REMOVAL SUPPLIES	XV9PE	317.11

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003906	03/20/2025	PETE'S ROAD SERVICE INC	1104331 4334000	DOT INSP FLEET #105 CITY OWNED	25-0819392-00	95.00
W1	00003906	03/20/2025	PETE'S ROAD SERVICE INC	1104331 4334000	DOT INSP FLEET #011 OWNED	25-0821269-00	95.00
W1	00003906	03/20/2025	PETE'S ROAD SERVICE INC	1104331 4334000	DOT INSP FLEET #141 OWNED	25-0820813-00	95.00
W1	00003907	03/20/2025	PFM ASSET MANAGEMENT LLC	1104159 4309000	Invst. Mgmt. Svcs. for 1/2025	14650312	4,355.52
W1	00003908	03/20/2025	STAPLES BUSINESS ADVANTAGE	1104300 4211000	OFFICE SUPPLIES - CITY HALL	6024091297	44.64
W1	00003908	03/20/2025	STAPLES BUSINESS ADVANTAGE	1104419 4211000	Supplies - Labels Cert Holders	6026479963	62.15
W1	00003908	03/20/2025	STAPLES BUSINESS ADVANTAGE	1104430 4211000	Supplies - Mouse Pads	6026479963	21.53
W1	00003909	03/20/2025	TJKM TRANSPORTATION CONSULTANTS	2134250 5000906	FB25 TRAFFIC ENG SVC-TS M0DS	0056237	13,140.00
W1	00003910	03/20/2025	US BANK	1104159 4309000	ADMIN FEE CITY 11/1/24-1/31/25	14660609	1,594.85
W1	00003910	03/20/2025	US BANK	4514195 4363000	ADMIN FEE PA#1 11/1/24-1/31/25	14660609	134.07
W1	00003910	03/20/2025	US BANK	4514195 4363000	ADMIN FEE PA#2 11/1/24-1/31/25	14660609	461.05
W1	00003910	03/20/2025	US BANK	4514195 4363000	ADMIN FEE PA#3 11/1/25-1/31/25	14660609	306.85
W1	00003910	03/20/2025	US BANK	4514195 4363000	ADMIN FEE PA#4 11/1/25-1/31/25	14660609	503.18
W1	00003910	03/20/2025	US BANK	3124350 4309000	Series 2003 Bond Call Fees	7556898	500.00
W1	00003911	03/20/2025	USERWAY INC	1100000 1430100	Userway Widget Rnwl JL25-FEB26	20250310-185657	793.33
W1	00003911	03/20/2025	USERWAY INC	1104190 4362001	Userway Widget Rnwl MR25-JUN25	20250310-185657	396.67
W1	00003912	03/20/2025	USPS POC 8030860	1100000 1010600	Postage Meter Funds	031325	10,000.00
W1	00003913	03/20/2025	VISION SERVICE PLAN INC.	1100000 1150300	VSP 1195	822112688	31.81
W1	00003913	03/20/2025	VISION SERVICE PLAN INC.	1100000 2161400	VSP Premium 02/2025	822112688	4,421.59
W1	00003913	03/20/2025	VISION SERVICE PLAN INC.	1104150 4112200	VSP 1255	822112688	31.81
W1	00003913	03/20/2025	VISION SERVICE PLAN INC.	1104310 4112200	VSP 1355	822112688	31.81
W1	00003913	03/20/2025	VISION SERVICE PLAN INC.	1104310 4112200	VSP 1353	822112688	31.81
W1	00003914	03/20/2025	VISUAL EDGE IT INC	1104190 4342000	INK&TONER EHQ402232 12/07-3/06	24AR2499464	844.20
W1	00003914	03/20/2025	VISUAL EDGE IT INC	2524662 4342000	LIBR Xerox Usge&Supl 3/14-4/13	24AR2506609	785.33
W1	00003915	03/20/2025	WE R BUILDERS INC	2130000 2060000	RTNT ADA CURB RAMP PP 01	RTNT-PP 01	-12,102.40
W1	00003915	03/20/2025	WE R BUILDERS INC	2134312 4400100	CITYWIDE ADA CURB RAMP MODS	PP 01	242,048.00
W1	00003916	03/20/2025	WEX HEALTH INC	1104154 4309000	COBRA - Monthly FB25	0002116883-IN	111.00

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W1	00003917	03/20/2025	WINGED SOLUTIONS INC	1104610 4332001	CC PARK BIRD MITIGATION	WS022825CP	693.00
W1	00003918	03/20/2025	ZOHO CORPORATION	1104190 4309000	ManageEngine Log360 - Training	5020009884	1,495.00
W1	02006052	03/20/2025	4IMPRINT INC	1104417 4322300	Branded Bottled Water & Pens	29055960	818.10
W1	02006053	03/20/2025	ACCURATE FIRST AID SERVICES	1104340 4219000	FIRST AID SUPPLIES - CITY HALL	C-2921	271.38
W1	02006053	03/20/2025	ACCURATE FIRST AID SERVICES	1104330 4219000	FIRST AID SUPPLIES - CORPYARD	C-2817	162.99
W1	02006053	03/20/2025	ACCURATE FIRST AID SERVICES	1104330 4219000	FIRST AID SUPPLIES - CORPYARD	C-2869	176.39
W1	02006054	03/20/2025	ADVANTEC CONSULTING ENGINEERS	2134385 5000911	DESIGN SRVS - COOK TRAFFIC SIG	9803-0277-16	1,650.00
W1	02006055	03/20/2025	ALTA PLANNING + DESIGN INC	2134300 5000910	FB25 PD VISION ZERO STRATEGY	304000202326714	62,436.30
W1	02006056	03/20/2025	BECK OIL INC	1104331 4217000	GAS AND DIESEL FUEL	152855	5,634.03
W1	02006057	03/20/2025	C A P I O	1104417 4312500	CAPIO Webinar Com Stratgy 3/12	23748	30.00
W1	02006058	03/20/2025	CASH, PETTY-	2524662 4211200	BOOK COLLECTION PURCHASE	LIB BOOKS 02.01	29.00
W1	02006058	03/20/2025	CASH, PETTY-	2524662 4366000	Postage - ILL Book Return	LIB POSTAGE03.13	6.53
W1	02006058	03/20/2025	CASH, PETTY-	2524662 4366000	Postage - ILL Book Return	LIB POSTAGE03.10	6.13
W1	02006059	03/20/2025	CIMPLX	1104154 4309000	2024 ACA Reporting	20241212-1206022	2,338.50
W1	02006060	03/20/2025	CITY OF PALM DESERT	2134385 4400100	ELPU25-0032 VITALIA INSP FEE	INV-4678	160.00
W1	02006061	03/20/2025	COACHELLA VALLEY ASSOCIATION	2384515 4363000	CVAG PM AQ10 ST SWEEPING PRGM	CV25285-25	12,977.54
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104340 4351000	(A) 1057 CITY HALL	315187847714JN25	252.15
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104340 4351000	(A) 1057 CITY HALL	315187847714FB25	273.94
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104344 4351000	(B) 1057 PORTOLA CC	315187847714JN25	507.16
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104344 4351000	(B) 1057 PORTOLA CC	315187847714FB25	477.35
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104610 4351000	248 RAC WELL RMT BY LAKE	332429853174JN25	975.69
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104610 4351000	248 RAC WELL RMT BY LAKE	332429853174FB25	992.22
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104610 4351000	1093 CIVIC CENTER PARK	315245847772JN25	3,359.91
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104610 4351000	1093 CIVIC CENTER PARK	315245847772FB25	3,137.17
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104611 4351000	1054 CITY PARKS	315181847708JN25	1,581.42
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104611 4351000	1054 CITY PARKS	315181847708FB25	1,728.58
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	1055 ST MEDIANS "5"	315183847710JN25	4,646.87

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	1055 ST MEDIANS "5"	315183847710FB25	4,401.75
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	10528 ENTRADA /ERIC JOHNSON	317287849814JN25	216.31
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	10528 ENTRADA /ERIC JOHNSON	317287849814FB25	263.75
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2424549 4351000	1141 AQUATIC CENTER	512541849896JN25	713.67
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2424549 4351000	1141 AQUATIC CENTER	512541849896FB25	716.58
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2764374 4351000	10560 HAYSTACK	330551849952JN25	3,117.39
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2764374 4351000	10560 HAYSTACK	330551849952FB25	3,829.79
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2764374 4351000	10561 HAYSTACK	330559849954JN25	4,966.16
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2764374 4351000	10561 HAYSTACK	330559849954FB25	3,654.60
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	(3) 1056 PRESIDENTS PLAZA	315185847712JN25	170.74
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	(5) 1056 PRESIDENTS PLAZA	315185847712JN25	85.50
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	(3) 1056 PRESIDENTS PLAZA	315185847712FB25	304.89
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2774373 4351000	(5) 1056 PRESIDENTS PLAZA	315185847712FB25	135.70
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2784374 4351000	(1) 1056 VINEYARDS	315185847712JN25	36.54
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2784374 4351000	(7) 1056 VINEYARDS	315185847712JN25	109.34
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2784374 4351000	(1) 1056 VINEYARDS	315185847712FB25	40.44
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2784374 4351000	(7) 1056 VINEYARDS	315185847712FB25	119.74
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2784374 4351000	1056 VINEYARDS-LF	315185847712FB25	10.47
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2814374 4351000	(4) 1056 THE GROVE	315185847712JN25	144.97
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2814374 4351000	(4) 1056 THE GROVE	315185847712FB25	182.67
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2824373 4351000	(2) 1056 PRESIDENTS PLAZA 3	315185847712JN25	51.99
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2824373 4351000	(8) 1056 PRESIDENTS PLAZA 3	315185847712JN25	61.24
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2824373 4351000	(2) 1056 PRESIDENTS PLAZA 3	315185847712FB25	63.69
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2824373 4351000	(8) 1056 PRESIDENTS PLAZA 3	315185847712FB25	59.94
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2834374 4351000	(6) 1056 PORTOLA PLACE	315185847712JN25	37.84
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	2834374 4351000	(6) 1056 PORTOLA PLACE	315185847712FB25	40.44
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369601	(1) 1161 - 73710 FW	652499886934JN25	88.74

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W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369601	(3) 1161 - 73710 FW FP	652499886934JN25	86.99
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369601	(1) 1161 - 73710 FW	652499886934FB25	95.65
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369601	(3) 1161 - 73710 FW FP	652499886934FB25	86.99
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369602	(2) 1161 - 73720 FW	652499886934JN25	76.96
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369602	(2) 1161 - 73720 FW	652499886934FB25	76.96
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369800	(4) 1161 - 72559 HWY 111	652499886934JN25	80.37
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369800	(5) 1161 - 72559 HWY 111 FP	652499886934JN25	40.65
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369800	(4) 1161 - 72559 HWY 111	652499886934FB25	80.37
W1	02006062	03/20/2025	COACHELLA VALLEY WATER DIST.	5104195 4369800	(5) 1161 - 72559 HWY 111 FP	652499886934FB25	40.65
W1	02006063	03/20/2025	CONSOLIDATED ELECTRICAL	1104610 4219000	SUPPLIES - CC PARK	5725-1151277	11.02
W1	02006064	03/20/2025	D & B VISIONS	2364195 4309000	JN25 RECYCLE & ORGANICS SVS	25-01	3,000.00
W1	02006064	03/20/2025	D & B VISIONS	2364195 4309000	FB25 RECYCLE & ORGANICS SVS	25-02	5,400.00
W1	02006065	03/20/2025	DEPENDABLE BREAK ROOM	1104330 4219000	MR25 COFFEE RENTAL - CY	MI30396	107.74
W1	02006065	03/20/2025	DEPENDABLE BREAK ROOM	1104340 4219000	MR25 COFFEE RENTAL - CH	MI30395	107.74
W1	02006066	03/20/2025	DESERT ELECTRIC SUPPLY	1104331 4334000	SAFETY LIGHTS - IISNS	S3276949.001	128.27
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M FLEET #253 CITY OWNED	126709	38.77
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104331 4217000	TRUNK CARGO NETS	124911	199.34
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104331 4334000	TRAFFIC TRUCK DC/AC INVERTER	125173	68.95
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	123278	23.68
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104330 4219000	SHOP SUPPLIES	121741	444.65
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M BATTERY #089 CITY OWNED	123967	250.89
W1	02006067	03/20/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M BATTERY #089 CITY OWNED	123983	-22.50
W1	02006068	03/20/2025	DESERT PIPE & SUPPLY	1104611 4331000	R/M PLUMBING- FREEDOM PK	0016992310	184.80
W1	02006069	03/20/2025	DESERT RECREATION DISTRICT	1104344 4309000	JN25 PARKS/REC SRVS - PCC	3822	9,836.69
W1	02006069	03/20/2025	DESERT RECREATION DISTRICT	1104610 4309200	JN25 PARK SRVS - CC PARK	3821	51,834.10
W1	02006070	03/20/2025	DESERT RECYCLING INC	1104310 4332000	FB25 DUMP FEES	19079	101.00
W1	02006071	03/20/2025	DOVE PRINTING	1104417 4302600	Brightside Printing MR25/AP25	15259	6,511.00

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W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 JUL24	24-25 INV#1	1,766.88
W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 AUG24	24-25 INV#2	2,181.04
W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 SEP24	24-25 INV#3	2,137.73
W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 OCT24	24-25 INV#4	2,313.00
W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 NOV24	24-25 INV#5	1,998.10
W1	02006072	03/20/2025	FAIR HOUSING COUNCIL OF	2204800 4388000	CDBG 24-25 DEC24	24-25 INV#6	2,247.48
W1	02006073	03/20/2025	FINE QUALITY FOODS INC	4254430 4393000	Bus Enhancement Prgm PAPA DANS	PAPADAN20250227	200,000.00
W1	02006074	03/20/2025	FRONTIER COMMUNICATIONS INC	2524662 4365000	MAR25-LIBR EMERGENCY LINE	7603410732-MAR25	50.75
W1	02006075	03/20/2025	GEO JOBE	1100000 1430100	Geojobe GIS Software FY2526	7165	1,583.33
W1	02006075	03/20/2025	GEO JOBE	1104190 4362001	Geojobe GIS Software FY2425	7165	791.67
W1	02006076	03/20/2025	GLS US	8714195 4366000	Postage Mohawk Agreement	5448893	10.55
W1	02006076	03/20/2025	GLS US	1104110 4366000	BCC Certs-Burreson/Schachter	5464167	13.38
W1	02006076	03/20/2025	GLS US	1104111 4366000	Bond Releases	5464167	10.70
W1	02006077	03/20/2025	GREATER COACHELLA VALLEY	1104110 4312500	CC State of City Harnik/Trubee	28698	178.00
W1	02006078	03/20/2025	HERMANN DESIGN GROUP INC	1104614 4337001	JN25 LANDSCAPE MASTER PLAN	25022406	1,444.13
W1	02006079	03/20/2025	HOLT ARCHITECTS INC	2304220 4400100	FB25 ARCHIT SVC-FS 67 RESTROOM	25-02-010	7,265.50
W1	02006080	03/20/2025	HORIZON LIGHTING INC.	5104195 4369500	R/M ELECT/LIGHT - SHERIFF CTR	INV9194	325.80
W1	02006081	03/20/2025	HYDRATE HQ	1104330 4309000	MR25 WTR DISPENSER - CORPYARD	CA SD 4999	223.04
W1	02006081	03/20/2025	HYDRATE HQ	1104340 4309000	MR25 WTR DISPENSER - CITY HALL	CA SD 4998	648.58
W1	02006081	03/20/2025	HYDRATE HQ	1104344 4309000	MR25 WATER DISPENSER - PCC	CA SD 5002	74.35
W1	02006081	03/20/2025	HYDRATE HQ	2304220 4331000	MR25 WTR DISPENSERS - FS	CA SD 5000	223.04
W1	02006081	03/20/2025	HYDRATE HQ	2524662 4309000	MR25 WTR DISPENSER - LIBRARY	CA SD 5001	74.35
W1	02006081	03/20/2025	HYDRATE HQ	5104195 4369500	MR25 WTR DISPENSER - SHERIFF'S	CA SD 5003	74.35
W1	02006082	03/20/2025	KNORR SYSTEMS INC	2424549 4331101	FB25 PREV. MAINT/REPAIR - PDAC	261678	2,970.00
W1	02006082	03/20/2025	KNORR SYSTEMS INC	2424549 4331101	CREDIT MEMO REF INV. 246085	246085-CM	-848.54
W1	02006083	03/20/2025	LEAGUE OF CALIFORNIA CITIES	1100000 1430100	LOCC City membership JL25-DC25	INV-26708-N6J3Z0	10,369.50
W1	02006083	03/20/2025	LEAGUE OF CALIFORNIA CITIES	1104159 4363000	LOCC City membership JN25-JN25	INV-26708-N6J3Z0	10,369.50

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W1	02006084	03/20/2025	LOCK SHOP INC.	2304220 4331000	LOCKS - FS #71	BB10562701	21.50
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104340 4219000	BUILDING SUPPLIES - CITY HALL	984180-121824	71.50
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	976563-112624	162.76
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	997096-122324	39.91
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104340 4331000	BUILDING SUPPLIES - CITY HALL	999114-120324	32.67
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104344 4219000	APPLIANCE PORTOLA COMM CENTER	999107-120324	601.45
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104610 4219000	SMALL TOOLS - CC PARK	999908-121324	354.92
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104611 4391000	BOX NUMBERS - COMM GARDENS	975323-111524	16.29
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104611 4391000	SUPPLIES - COMM GARDENS	991514-112124	132.60
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	2304220 4331000	R/M BUILDING SUPPLIES - FS #33	991306-100124	1,126.89
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104250 4219000	ELECTRICAL SUPPLIES	990077-100124	12.25
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104250 4219000	TRAFFIC SUPPLIES	994146-112224	72.08
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS	982609-021225	371.73
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	987970-120924	144.59
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104330 4219000	SMALL TOOLS	989310-112124	225.11
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104330 4219000	SHOP SUPPLIES	991331-121024	69.09
W1	02006085	03/20/2025	LOWE'S HOME CENTERS INC.	1104331 4334000	R/M SUPPLIES	979827-112724	355.68
W1	02006086	03/20/2025	MODERNISM WEEK	1104800 4306201	Sponsorship Modernism Week	MD2025	5,000.00
W1	02006087	03/20/2025	MOWERS PLUS INC	1104310 4332000	R/M GENERATOR	319454	385.50
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	SMALL TOOLS - BLOWER	319184	691.70
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL TOOLS - BLOWER	319187	35.42
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	SMALL TOOLS - CHAINSAW	320375	136.92
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - POLE SAW	320853	143.24
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - POLE SAW	320852	141.88
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - CHAINSAW	320851	239.60
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - ECHO BLOWER	320848	178.12
W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - HOSE	320845	156.56

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W1	02006087	03/20/2025	MOWERS PLUS INC	1104331 4334000	R/M SMALL EQUIP - GRINDER	320844	306.19
W1	02006088	03/20/2025	OUTDOOR CREATIONS INC	1104611 4219000	TRASH RECEPTACLES W/LOGO	11813	6,815.19
W1	02006088	03/20/2025	OUTDOOR CREATIONS INC	4004674 4400100	TRASH RECEPTACLES W/LOGO	11813	6,815.19
W1	02006089	03/20/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #046 CITY OWNED	37689	992.44
W1	02006089	03/20/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #070 CITY OWNED	37843	1,112.45
W1	02006089	03/20/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #061 CITY OWNED	37842	1,608.26
W1	02006090	03/20/2025	PALM DESERT ACE HARDWARE	1104330 4219000	SUPPLIES - PHONE CHARGER	249483	64.59
W1	02006090	03/20/2025	PALM DESERT ACE HARDWARE	1104310 4219000	R/M STREET SUPPLIES	249594	48.47
W1	02006091	03/20/2025	PALM DESERT ROTARY FOUNDATION	1104800 4306201	Sponsorship PD Breakfast 2024	1010	2,000.00
W1	02006092	03/20/2025	PARKHOUSE TIRE INC.	1104331 4334000	R/M TIRE PURCH #008 CITY OWNED	2030244094	3,579.85
W1	02006092	03/20/2025	PARKHOUSE TIRE INC.	1104331 4334000	TIRE DISPOSAL FEE	2030246131	426.50
W1	02006092	03/20/2025	PARKHOUSE TIRE INC.	1104331 4334000	R/M TIRES FLEET #068 OWNED	2030245839	271.73
W1	02006092	03/20/2025	PARKHOUSE TIRE INC.	1104331 4334000	R/M TIRES FLEET #269 OWNED	2030245694	674.51
W1	02006092	03/20/2025	PARKHOUSE TIRE INC.	1104331 4334000	R/M TIRES FLEET #384 OWNED	2030245425	252.78
W1	02006093	03/20/2025	PASCO DOORS	4500000 2060000	REL RTNT ENTRY DOORS-CITYHALL	REL RTNT-A48650	5,960.25
W1	02006093	03/20/2025	PASCO DOORS	4504161 4400100	12 NEW ENTRY DOORS - CITY HALL	11433-6J	94,205.00
W1	02006094	03/20/2025	PBK ARCHITECTS INC	2304220 4400200	FS33 Architectual Svcs Feb25	6	15,500.00
W1	02006094	03/20/2025	PBK ARCHITECTS INC	2304220 4400200	FS71 Architectual Svcs Feb25	6	15,500.00
W1	02006095	03/20/2025	PEAC SOLUTIONS	1104190 4342000	2/28-3/29 XEROX LEASE	40277691	191.98
W1	02006095	03/20/2025	PEAC SOLUTIONS	1104190 4342000	2/28-3/28 XEROX LEASE	40275640	2,851.42
W1	02006095	03/20/2025	PEAC SOLUTIONS	2524662 4342000	2/14-3/13 XEROX LEASE LIBR	40239173	424.07
W1	02006096	03/20/2025	POWERS AWARDS	1104211 4306001	COPS Badge Sgt. Berger	160691	14.01
W1	02006097	03/20/2025	POWERSTRIDE BATTERY COMPANY	1104250 4219000	TRAFFIC CALM BATTERIES	P702723	559.87
W1	02006097	03/20/2025	POWERSTRIDE BATTERY COMPANY	1104250 4219000	TRAFFIC CALM BATTERIES	P702806	186.62
W1	02006098	03/20/2025	PPG ARCHITECTURAL FINISHES	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	972220005861	176.87
W1	02006098	03/20/2025	PPG ARCHITECTURAL FINISHES	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	972220005892	354.09
W1	02006098	03/20/2025	PPG ARCHITECTURAL FINISHES	1104310 4391502	GRAFFITI REMOVAL SUPPLIES	972220006016	16.47

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W1	02006099	03/20/2025	PROPER SOLUTIONS INC.	1104111 4300300	TEMP EMP J BELTRAN 3/7/25	16946	1,012.76
W1	02006100	03/20/2025	QUINN COMPANY	1104331 4334000	R/M BACKHOE #269 CITY OWNED	WOA30002799	1,977.26
W1	02006101	03/20/2025	RIVERSIDE COUNTY SHERIFF-PSEC	1104210 4304200	FB25 COP RADIO OPERATIONS SVC	PE0000002471	126.99
W1	02006101	03/20/2025	RIVERSIDE COUNTY SHERIFF-PSEC	1104211 4306001	JA25 Radio Operations Citizens	PE0000002470	736.56
W1	02006102	03/20/2025	ROGERS STRINGER & MCCLELLAND INC	2424549 4400100	FB25 PDAC PUMP ROOM DESIGN	25028	8,125.00
W1	02006103	03/20/2025	SAFEWAY SIGN CO.	1104310 4219000	SIGNAGE - I-10 / COLLEGE DRIVE	58714	1,489.64
W1	02006104	03/20/2025	SHASTA FIRE PROTECTION	1104344 4309000	ANNUAL FIRE SYSTEM INSP - PCC	9246	550.00
W1	02006105	03/20/2025	SLADDEN ENGINEERING	2304220 4400100	ENG SVCS - FS67 RESTROOM IMPR	56338	2,030.00
W1	02006106	03/20/2025	SONSRAY MACHINERY LLC	1104331 4334000	R/M LIFT CYLINDERS REPAIR #270	SWO065191-1	2,368.78
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	PD SRV AREA 19 LS-1-E	700400365524FB25	3,000.22
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(14) SHEPHERD N/O CHINOOK	700413950271FB25	14.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(16) A STREET S/O 42ND	700413950271FB25	28.88
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(21) DAISY/SHEPARD	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(28) ALPINE / SHEPHERD	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(29) (SHEPARD LANE / SCHOLAR L	700413950271FB25	28.88
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(32) (JERI LANE)	700413950271FB25	14.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(33) SHEPARD /PORTOLA	700413950271FB25	14.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(34) PETUNIA LL (WINDFLOWER/SH	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	(35) COLLEGE VIEW LLL (ACAD/SH	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	TRAFFIC LAMPS LS-2	700524045271FB25	334.77
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	STREET LITES LS-3	600001510277FB25	257.31
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	42991 1/2 SAN PABLO	700653799848FB25	163.17
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104330 4351400	74705 42ND PED	700117253442FB25	1,676.36
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104340 4351400	73510 FW CITY HALL	700116008610FB25	8,861.94
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104344 4351400	45480 PORTOLA CC	700418878578FB25	838.14
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104610 4351400	73710 FW PUMPSTATION	700169234934FB25	6,141.10
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104610 4351400	CC PARK - SAN PABLO	700167703344MR25	7,585.98

City of Palm Desert
Check Register
 3/20/2025 - 3/20/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104611 4351400	35981 1/2 - 7600 1/2 COLLEGE	700871754303FB25	139.51
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104614 4351400	STREET POWER PEDESTALS	700019019320JN25	2,626.61
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104614 4351400	STREET POWER PEDESTALS	700019019320FB25	2,635.40
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104614 4351400	43556 1/2 SAN PABLO	700654070741FB25	258.69
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	1104614 4351400	43980 1/2 SAN PABLO RD	700339281893FB25	11,910.92
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2424549 4351400	73751 MAGNESIA FALLS DR POOL	700019219986FB25	8,233.52
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2724374 4351400	(6) PARKVIEW ESTATES	700413950271FB25	456.30
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2734680 4351000	(3) DESERT MIRAGE (38601 COOK)	700017585033FB25	18.50
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2734680 4351400	(7) DESERT MIRAGE/COOK	700413950271FB25	72.96
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2734681 4351400	(8) SANDCASTLES	700413950271FB25	165.83
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2734682 4351000	(4) PRIMROSE (75530 HOVLEY)	700017585033FB25	14.28
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2734682 4351400	(12) HOVLEY/HEMMINGWAY	700413950271FB25	19.58
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754643 4351400	(25) DIAMONDBACK	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754680 4351000	(21) MONTEREY MEADOWS (73100 H	700017585033FB25	14.30
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754680 4351400	(1) MONTEREY / MEAD. ASSMT	700413950271FB25	72.38
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754681 4351000	(20) THE GLEN (40730 M)	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754682 4351000	(18) HOVLEY ESTATES (40962 C /	700017585033FB25	33.11
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754683 4351000	(19) SONATA I (40794)	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754683 4351400	(3) SONATA-HOVLEY	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754684 4351000	(5) SONATA II (73500 HOVLEY)	700017585033FB25	15.10
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754684 4351400	(4) HOVLEY-POSADA-FONDA	700413950271FB25	29.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754685 4351000	(7) HOVLEY COLLECTION (73145 H	700017585033FB25	28.96
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754685 4351400	(10) HOVLEY COLLECTION	700413950271FB25	29.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754686 4351000	(8) LA PALOMA I (40970 A/73625	700017585033FB25	28.52
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754686 4351400	(13) AVE ARCADIA/HOVLEY	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754687 4351000	(10) LA PALOMA II (40970 ROSAR	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754687 4351400	(17) AVE. ROSARIO/HOVLEY	700413950271FB25	14.44

City of Palm Desert
Check Register
 3/20/2025 - 3/20/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754693 4351000	(14) LA PALOMA III (40741 SOLA	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754694 4351000	(11) SANDPIPER (40751 / 40972)	700017585033FB25	28.96
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754694 4351400	(22) HOVLEY LN/SANDPIPER	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754695 4351000	(12) SANDPIPER WEST (40753 / 4	700017585033FB25	28.96
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754695 4351400	(23) HOVLEY LN/SANDPIPER W	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754696 4351000	(13) HOVLEY WEST (40762 HOV)	700017585033FB25	14.16
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754696 4351400	(24) 40764 HOVLEY CT	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2754697 4351400	(18) PALM CT/HOVLEY LN	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2764374 4351000	(1) CANYON COVE (CALLIANDRA)	700017585033FB25	39.56
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2764374 4351400	(2) HAYSTACK LIGHTING DIST.	700413950271FB25	33.11
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2774373 4351400	(22) PRESIDENTS PLAZA E/W	700017585033FB25	1,044.14
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2784374 4351000	(2) VINEYARDS (43430 STONY)	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2784374 4351400	(5) VINEYARDS	700413950271FB25	119.38
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2814374 4351000	(6) THE GROVE (44225 DEEP CYN)	700017585033FB25	29.96
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2814374 4351400	(9) GROVE (SILVER / ROYAL)	700413950271FB25	352.67
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2824373 4351400	(15) PRESIDENTS PLAZA III (731	700017585033FB25	961.78
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2824373 4351400	(23) PRESIDENTS PLAZA III (731	700017585033FB25	85.34
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2834374 4351000	(17) PORTOLA PLACE (44221)	700017585033FB25	14.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2854374 4351000	(9) KAUFMAN/BROAD (73502 FS)	700017585033FB25	15.62
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2854374 4351400	(19) FRANK SINATRA W/O PORTOLA	700413950271FB25	29.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2874374 4351400	(20) COLLEGE VIEW/SHEPPARD	700413950271FB25	28.88
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2874681 4351400	(30) SUNDANCE W (KOKOPELLI / S	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2874682 4351400	(26) PETUNIA I (PETUNIA / SHEP	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2874682 4351400	(27) PETUNIA I (W PETUNIA/SHEP	700413950271FB25	14.44
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2874683 4351400	(31) SUNDANCE E (CHINOOK / SHE	700413950271FB25	14.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2994374 4351000	(16) PALM DESERT CC (77925 STA	700017585033FB25	24.48
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2994374 4351400	(11) PDCC (76520 CALIFORNIA)	700413950271FB25	3,224.33

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 3/20/2025 - 3/20/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	2994374	4351400	(15) MICHIGAN / CA	700413950271FB25	104.79
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW DR STE 116	700339417188FB25	112.64
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73720 FW STE 100A	700066496069FB25	1,224.13
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	(1) 73710 / 73720 FW STE	700485107855FB25	3,982.99
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	73710 FW STE200	700835292306FB25	1,448.86
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369601	(2) 73710 FW DR DR2 / HM1	700485107855FB25	366.89
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369601	73710 FW STE204	700905148268FB25	184.88
W1	02006107	03/20/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369602	(3) 73720 FW DR HM	700485107855FB25	424.52
W1	02006108	03/20/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	JN25 TRAFFIC SIGNAL PM	200168106	2,475.00
W1	02006108	03/20/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	JN25 TRAFFIC SIGNAL VARIOUS	200168107	1,903.00
W1	02006108	03/20/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	JN25 TRAFFIC POLE-WASH / PDCC	200168108	4,596.36
W1	02006109	03/20/2025	SUNLINE TRANSIT AGENCY	1104310	4332000	JN25 BUS SHELTER MAINTENANCE	INV08537	7,853.40
W1	02006110	03/20/2025	SUPERB ENGINEERING INC	4410000	2060000	RTNT - DW PERIMETER PP04	RTNT PP04	-18,187.27
W1	02006110	03/20/2025	SUPERB ENGINEERING INC	4414195	4809200	DW LANDSCAPE/LIGHTING PH3	PP04	363,745.38
W1	02006110	03/20/2025	SUPERB ENGINEERING INC	4410000	2060000	RTNT - DW PERIMETER PP 3	RTNT-PP 3	-14,256.71
W1	02006110	03/20/2025	SUPERB ENGINEERING INC	4414195	4809200	DW LANDSCAPE/LIGHTING PH3	PP 3	285,134.21
W1	02006111	03/20/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - COOK/MARKET	950000187494	1,131.04
W1	02006111	03/20/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - MAG FALLS	950000193896	469.80
W1	02006112	03/20/2025	TOPS N BARRICADES INC.	1104310	4219000	R/M STREET PAINT SUPPLIES	1112185	942.59
W1	02006112	03/20/2025	TOPS N BARRICADES INC.	1104310	4219000	R/M STREET PAINT / STENCILS	1112186	875.44
W1	02006112	03/20/2025	TOPS N BARRICADES INC.	1104310	4219000	STREET SIGN SUPPLIES	1112488	429.78
W1	02006112	03/20/2025	TOPS N BARRICADES INC.	1104310	4219000	R/M SUPPLIES - SUPPLIES	1111968	1,690.52
W1	02006113	03/20/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM EMBLEM UPGRADE CHGS	6200003592	182.22
W1	02006113	03/20/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL	2200230189	177.93
W1	02006113	03/20/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL	2200232781	176.95
W1	02006114	03/20/2025	V I P PROPERTY OWNERS ASSN.	1104300	4363000	LOT 10 JAN-DEC 2025 DUES	010103-1193	360.00
W1	02006114	03/20/2025	V I P PROPERTY OWNERS ASSN.	1104300	4363000	LOT 9 JAN-DEC 2025 DUES	010103-1191	360.00

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006115	03/20/2025	VOLTVERIFIED	1104210 4304200	eBike Training Reg Dep. Abrego	1002	625.00
W1	02006116	03/20/2025	VONNEGUT, SHANNON	2524662 4311500	Rivco Leadershp Conf Mile 2/24	RIVCONMILE2/24SV	97.02
W1	02006116	03/20/2025	VONNEGUT, SHANNON	2524662 4312000	Rivco Leadership Conf Reg 2/24	RIVCONFREG2/24SV	200.00
W1	02006117	03/20/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5727581	942.27
W1	02006117	03/20/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5728371	119.13
W1	02006118	03/20/2025	XPRESS GRAPHICS	1104416 4306101	Golf Cart Parade Banners	24-65622	259.34
W1	02006118	03/20/2025	XPRESS GRAPHICS	1104416 4306101	Veterans Day Program Card	24-66138	126.92
W1	02006118	03/20/2025	XPRESS GRAPHICS	1104417 4361000	Standard Signs PDAC	24-61404	211.30
W1	02006118	03/20/2025	XPRESS GRAPHICS	1104417 4322301	Dog Park Signage	24-66352	220.13
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	Library Posters	25-69152	238.05
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	Library Rack Cards & Post Cards	25-69099	187.53
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	Program Cut Out- Gobi the Dog	25-68948	46.90
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	PD Library Bookmarks	25-68906	66.70
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	PD Library Card Applications	25-68315	868.94
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	PD Library Bingo Cards	24-64834	180.28
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	Oversized Lib Card Ultra Board	24-61894	87.85
W1	02006118	03/20/2025	XPRESS GRAPHICS	2524662 4361000	Lib Bookmarks Artist Council	24-64606	66.70
W1	02006118	03/20/2025	XPRESS GRAPHICS	1104250 4309000	STRATEGIES STUDY COMM OUTREACH	25-68866	436.88
W1	02006119	03/20/2025	ZUMAR INDUSTRIES INC.	1104310 4219000	SIGNAGE - HILEMAN WAY	10310	248.25

Audited and Found Correct

Signed by:

 BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437B8F489E4E43B...

City Manager

Total For Bank ID - W1

2,413,133.67

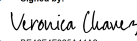
City of Palm Desert

Check Register

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W3	00003125	03/20/2025	US BANK	7030000 1430100	2017H-A US BANK FEES 7/25-1/26	7658495	1,458.33
W3	00003125	03/20/2025	US BANK	7030000 1430100	2017A US BANK FEES 7/25-1/26	7658750	1,458.33
W3	00003125	03/20/2025	US BANK	7030000 1430100	2017B US BANK FEES 7/25-1/26	7658750	1,458.33
W3	00003125	03/20/2025	US BANK	7034195 4309000	2017H-A US BANK FEES 2/25-6/25	7658495	1,041.67
W3	00003125	03/20/2025	US BANK	7034195 4309000	2017A US BANK FEES 2/25-6/25	7658750	1,041.67
W3	00003125	03/20/2025	US BANK	7034195 4309000	2017B US BANK FEES 2/25-6/25	7658750	1,041.67

Audited and Found Correct

Signed by:

 BE46F4F325AA4A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0020CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437BBF489E4E43B...

City Manager

Total For Bank ID - W3

7,500.00

City of Palm Desert

Check Register

3/24/2025 - 3/24/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006120	03/24/2025	QUINTANILLA, KARINA	1100000	1150100	Blue Env Press Rel LDG 3/26 KQ	ADV LDG 03.26.25	327.85
W1	02006120	03/24/2025	QUINTANILLA, KARINA	1100000	1150100	Blue Env Press Rel MIE 3/26 KQ	ADV MIE 03.26.25	129.00
W1	02006120	03/24/2025	QUINTANILLA, KARINA	1100000	1150100	Blue Env Press Rel PRK 3/26 KQ	ADV PARK 3.26.25	40.00
W1	02006120	03/24/2025	QUINTANILLA, KARINA	1100000	1150100	BlueEnv Press Rel MILE 3/26 KQ	ADV MILE 03.26.2	14.84
W1	02006121	03/24/2025	WILD WONDERS	2524662	4390000	Sonora to Sahara Prgm 03/24/25	45653	795.00

Audited and Found Correct

Signed by:
Veronica Chavez
BE48F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:
Jan Hannik
DC37D0D29CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

City Manager

Total For Bank ID - W1

1,306.69

City of Palm Desert

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3/25/2025 - 3/25/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003919	03/25/2025	HIGH TECH IRRIGATION INC.	1104610 4219000	IRRIGATION SUPPLIES-CIVIC PARK	823458	35.65
W1	00003920	03/25/2025	IMPRESSION DESIGN	1104310 4214000	UNIFORMS - DREYES	16677	243.46
W1	00003921	03/25/2025	PPG ARCHITECTURAL FINISHES	1104340 4331000	R/M BLDG PAINT - CITY HALL	972220004361	38.40
W1	00003922	03/25/2025	QOVO SOLUTIONS INC.	2424549 4400100	SURVEILLANCE CAMERA - PDAC	26-8658	1,587.50
W1	02006122	03/25/2025	CABRERA, CELINA	8700000 1150100	US HOUSING AIR 3/31-4/3 CCABRE	ADV AIR 0331CC	477.66
W1	02006122	03/25/2025	CABRERA, CELINA	8700000 1150100	US HOUSING LDG 3/31-4/3 CCABRE	ADV HOTEL 0331CC	657.00
W1	02006122	03/25/2025	CABRERA, CELINA	8700000 1150100	US HOUSING PRDM 3/31-4/3 CCABR	ADV PRDM 0331CC	280.00
W1	02006122	03/25/2025	CABRERA, CELINA	8700000 1150100	US HOUSING PRK 3/31-4/3 CCABRE	ADV PRKNG 0331CC	69.00
W1	02006123	03/25/2025	DANIEL MORA	8700000 1150100	US HOUSING PRDM 3/31-4/3 DMORA	ADV PRDM 0331DM	280.00
W1	02006124	03/25/2025	DESERT NAPA AUTO PARTS	1104331 4334000	R/M TRAILER EQUIP - ADAPTERS	126517	100.13
W1	02006125	03/25/2025	LOCK SHOP INC.	1104330 4219000	KEYS - FRONT ENTERANCE	BB10563017	79.47
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104250 4219000	SUPPLIES - FLEET #072 OWNED	996302-121224	62.33
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - STREETS	972148-122624	305.93
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104310 4219000	SMALL TOOLS - STREETS	972153-122624	200.48
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104340 4219000	R/M BLDG MAINT SUPPLIES - CH	991336-100124	6.66
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104610 4219000	R/M IRRIG SUPPLIES - CC PARK	994823-092024	109.08
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4219000	R/M IRRIG SUPPLIES - UNIV PARK	975371-082924	53.01
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	2304220 4331000	R/M BLDG MAINT SUPPLIES -FS#33	977825-091324	184.17
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104134 4211000	STREET SUPPLIES - PW INSPECTOR	976587-121524	55.16
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104134 4211000	STREET SUPPLIES- CP INSPECTORS	980182-121524	55.16
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104340 4219000	R/M BLDG SUPPLIES - CITY HALL	984103-121524	189.56
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104340 4219000	R/M BLDG SUPPLIES - CITY HALL	972614-111524	287.95
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104340 4219000	R/M BLDG SUPPLIES - CITY HALL	999071-120324	633.68
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104610 4219000	PARK SUPPLIES - CC DOG PARK	984871-011525	214.53
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4219000	SMALL TOOLS - FREEDOM PARK	992993-100224	149.69
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4219000	PARK SUPPLIES - UNIVERSITY PK	999196-021925	143.10
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4332001	R/M IRRIG SUPPLIES - FREEDOM	971379-021525	63.15

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W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4391000	R/M IRRIG SUPPLIES - UNIV GRDN	997574-120324	141.00
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104611 4391000	R/M STAKES - UNIV COMM GRDN	980307-111824	80.21
W1	02006126	03/25/2025	LOWE'S HOME CENTERS INC.	1104614 4219000	SMALL TOOLS - MEDIANS	976715-112624	68.97
W1	02006127	03/25/2025	MOWERS PLUS INC	1104331 4334000	R/M CHAINSAW	321750	154.53
W1	02006128	03/25/2025	PALM DESERT ACE HARDWARE	1104310 4219000	SUPPLIES - MEASURING WHEELS	249695	145.44
W1	02006128	03/25/2025	PALM DESERT ACE HARDWARE	1104310 4219000	SUPPLIES - SAFTEY GLOVES	249696	199.24
W1	02006128	03/25/2025	PALM DESERT ACE HARDWARE	1104340 4219000	SMALL TOOLS - CITY HALL	249649	30.15
W1	02006128	03/25/2025	PALM DESERT ACE HARDWARE	1104340 4219000	BATTERIES - CITY HALL	249641	39.08
W1	02006128	03/25/2025	PALM DESERT ACE HARDWARE	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	249678	22.81
W1	02006129	03/25/2025	SKYLINE SAFETY AND SUPPLY	1104310 4332000	R/M BIKE RACK REP - CAHUILLA	9108	236.19
W1	02006130	03/25/2025	SUPERIOR READY MIX CONCRETE	1104310 4332000	R/M CONCRETE - COSMO LN	950000241399	669.57
W1	02006131	03/25/2025	WHITE CAP LP	1104310 4219000	R/M CONCRETE BAGS	50030395863	619.61
W1	02006131	03/25/2025	WHITE CAP LP	1104310 4219000	R/M CONCRETE BAGS	50030393704	65.14
W1	02006132	03/25/2025	ZUMAR INDUSTRIES INC.	1104310 4219000	SIGNAGE - VARIOUS LOCATIONS	9987	972.30
W1	02006132	03/25/2025	ZUMAR INDUSTRIES INC.	1104310 4219000	SIGNAGE - CODE	9988	409.68
W1	02006132	03/25/2025	ZUMAR INDUSTRIES INC.	1104310 4219000	SIGNAGE - SNS REPLACEMENT	10106	1,004.04

Audited and Found Correct

Signed by:

 BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437BBF489E4E43B...

City Manager

Total For Bank ID - W1

11,419.87

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	1104134 4211000	CELLPHONE SUPPLIES - PW INSP	1CDC-349Y-F7WR	24.64
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	1104300 4211000	ROOM HEATER - OA OFFICE CY	1T3J-4J1W-3PYJ	26.93
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	1104130 4369500	EA Office Chair	1K4Q-4MKL-CNPT	123.89
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	2524662 4219000	MAR25 LIB RADIO, CAP OFF SUPP	1TVL-JVGI-7QRH	189.63
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	2524662 4390000	MAR25 LIB SPECIAL PROG SUPPLY	1G1F-P1NW-9VHP	1,241.99
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	2524662 4390000	MAR25 LIB PROG SUPPLY	1NPL-FWD3-GT4M	324.11
W1	00003924	03/27/2025	AMAZON CAPITAL SERVICES INC.	2524662 4390000	MAR25 LIB SPECIAL PROG SUPPLY	1P1T-GNDQ-1W7P	279.37
W1	00003925	03/27/2025	BRIAN K. STEMMER CONSTRUCTION	5104195 4369602	R/M WINDOWS - STATE BLDG 102	9687	740.00
W1	00003926	03/27/2025	BRINKS CAPITAL LLC	1104159 4309000	Transport Services - Mar 2025	12864717	1,236.20
W1	00003926	03/27/2025	BRINKS CAPITAL LLC	1104159 4309000	Overage Charges Feb. 2025	7321747	19.41
W1	00003927	03/27/2025	CDW LLC	1104190 4212000	Dell USB DVD Drive	AD2M13A	42.42
W1	00003927	03/27/2025	CDW LLC	1104190 4362001	AWS Consumption - FEB25	ZR00667210	1,316.30
W1	00003927	03/27/2025	CDW LLC	2524662 4211000	HP 712 Ink LIBR	AD2JC5R	141.71
W1	00003927	03/27/2025	CDW LLC	2524662 4211000	HP712 Ink	AD2PR2I	35.89
W1	00003927	03/27/2025	CDW LLC	5304190 4404000	R-Conference Room Camera	AD2H95W	652.18
W1	00003928	03/27/2025	CHARTER COMMUNICATIONS	1104190 4365000	3/16-4/15 INTERNET SERVICES	189329601031425	562.66
W1	00003928	03/27/2025	CHARTER COMMUNICATIONS	2524662 4365000	3/16-4/15 LIBRARY INTERNET	189330401031425	928.66
W1	00003928	03/27/2025	CHARTER COMMUNICATIONS	2524662 4365000	3/16-4/15 LIBRARY INTERNET	189329601031425	900.00
W1	00003929	03/27/2025	County of Riverside Sheriff	1104210 4304000	12/12-1/08 Law Enforcement Svs	SH0000047581	946,913.05
W1	00003929	03/27/2025	County of Riverside Sheriff	1104210 4309203	12/12-1/08 RSO Law Enforcement	SH0000047581	481,333.87
W1	00003929	03/27/2025	County of Riverside Sheriff	1104210 4309204	12/12-1/08 RSO Law Enforcement	SH0000047581	30,623.32
W1	00003930	03/27/2025	DECKARD TECHNOLOGIES INC	1104422 4309000	STR MONITORING-FB25	1934	5,783.33
W1	00003931	03/27/2025	FG CREATIVE INC	2714491 4321500	Outdoor Billboards - LamarMR25	10325	2,200.00
W1	00003931	03/27/2025	FG CREATIVE INC	2714491 4321500	Print Advertising: Annual Phot	10325	10,000.00
W1	00003932	03/27/2025	HIGH TECH IRRIGATION INC.	1104610 4332001	R/M IRRIG SUPPLIES - CC PARK	824561	619.88
W1	00003933	03/27/2025	HR GREEN PACIFIC INC	2134370 4400100	Feb25 Prof Svcs Strmwter Drain	185372	35,284.50
W1	00003933	03/27/2025	HR GREEN PACIFIC INC	2134370 4400100	Jan25 Prof Svcs Strmwter Drain	184482	33,398.00

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W1	00003933	03/27/2025	HR GREEN PACIFIC INC	4524136 4400100	Feb25 CC ACCESS STUDY SVCS	185368	5,197.50
W1	00003934	03/27/2025	IDEA PEDDLER LLC	1104417 4309000	Media Management - MR25	2797	4,325.67
W1	00003934	03/27/2025	IDEA PEDDLER LLC	1104417 4309000	Social Media - MR24	2794	2,416.66
W1	00003934	03/27/2025	IDEA PEDDLER LLC	1104417 4309000	Strategy & Acct Managemnt MR25	2796	4,416.66
W1	00003934	03/27/2025	IDEA PEDDLER LLC	1104417 4309000	Public Relations - MR25	2795	4,716.67
W1	00003935	03/27/2025	IMPRESSION DESIGN	1104420 4214000	EMBROIDERY SAFETY VESTS	16715	200.00
W1	00003936	03/27/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	COMM Plan Review & Insp - FE25	1420664	2,144.55
W1	00003936	03/27/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	EXP Plan Review & Insp - FE25	1497678	3,827.10
W1	00003936	03/27/2025	INTERWEST CONSULTING GROUP INC.	1104420 4301000	STRUC Plan Review & Insp FE25	1417374	84.00
W1	00003936	03/27/2025	INTERWEST CONSULTING GROUP INC.	1104470 4300500	UNIV NBHD SP PLAN UPDATE FB25	1415355	6,693.75
W1	00003937	03/27/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 EXTRA WORK - MEDIANS	111145	6,178.68
W1	00003937	03/27/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 XTRA LNDS SVC-MEDIANS JN	112618	8,137.11
W1	00003937	03/27/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 XTRA LNDS SVC-MEDIANS JN	112619	648.00
W1	00003937	03/27/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 XTRA LNDS SVC-MEDIANS DC	112620	2,147.03
W1	00003937	03/27/2025	MARIPOSA LANDSCAPES INC	1104614 4337001	LMA 1 XTRA LNDS SVC-MEDIANS JN	112621	8,370.12
W1	00003938	03/27/2025	MICHAEL BAKER INTERNATIONAL INC	1104134 4309000	SURVEY SVCS MARRAKESH PARCEL	1242048	2,500.00
W1	00003939	03/27/2025	MIDWEST TAPE LLC	2524662 4211200	Library DVD Purchase 3/10/25	506867191	81.58
W1	00003940	03/27/2025	PAINTERS WAREHOUSE OF	1104310 4219000	GRAFFITI REMOVAL SUPPLIES	H64Q7	132.41
W1	00003941	03/27/2025	PYE BAKER	1104330 4309000	R/M ALARM - CORPYARD	6073123	243.75
W1	00003942	03/27/2025	SHUSTER ADVISORY GROUP LLC	1104159 4309000	FB25 ADVSRY FEE - RHS 401a 457	7818	2,083.33
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	2524662 4211000	MAR25 LIB OFFICE SUPPLIES	6026482311	43.20
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104420 4211000	BATTERIES	6026485266	9.49
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104421 4211000	BOX CUTTER	6026485266	8.88
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104470 4211000	BINDER & VELCRO TIES	6024935900	39.46
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104470 4211000	LABEL TAPE	6026485265	24.65
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104150 4211000	Office Supplies Paper & Pens	6026913610	440.93
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104330 4219000	DUST CANS - TRAFFIC CABINETS	6026038168	86.39

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W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104330 4219000	OFFICE SUPPLIES - WHITE BOARD	6024943262	-39.31
W1	00003943	03/27/2025	STAPLES BUSINESS ADVANTAGE	1104330 4219000	OFFICE SUPPLIES - CORP YARD	6024943261	64.18
W1	00003944	03/27/2025	STRYKER SALES CORPORATION	5304220 4403000	GURNEYS CHAIR - MEDIC 102	9208429028	36,536.50
W1	00003944	03/27/2025	STRYKER SALES CORPORATION	5304220 4403000	GURNEYS CHAIR - MEDIC 102	9208427047	33,557.08
W1	00003945	03/27/2025	UNITY COURIER SERVICE	2524662 4309000	UNITY COURIER LINK+ 3/8/25	20147	377.76
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104610 4332001	LMA 17 EXTRA LNDS SRVS - CC PK	235133	6,017.52
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104610 4332001	LMA 17 EXTRA WORK - CC PARK	236272	3,910.76
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104611 4332001	LMA 17 XTRA WORK - MAG FALLS	236269	1,517.05
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104611 4332001	LMA 16 XTRA LNDS WORK - HOVLEY	236271	774.93
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104611 4332001	LMA 16 EXTRA WORK - HOVLEY	236274	2,494.10
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	2764374 4332100	LMA 16 EXTRA WORK - HAYSTACK	236273	1,198.48
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104610 4332001	DC24 LMA 17 -CIVIC CENTER PARK	235115	16,200.00
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104610 4337100	DC24 LMA 17 - SPORTS FIELDS	235115	4,500.00
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	1104611 4332001	DC24 LMA 17-MAGNESIA FALLS	235115	4,000.00
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	2424549 4331101	DC24 LMA 17 - AQUATIC CENTER	235115	1,400.00
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	2764374 4332100	LMA 16 XTRA LNDS SR - HAYSTACK	235131	684.66
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	5104195 4369601	DC24 LMA 17 - PARKVIEW OFFICE	235115	2,000.00
W1	00003946	03/27/2025	VINTAGE ASSOCIATES	5104195 4369602	DC24 LMA 17 - STATE BLDG	235115	300.00
W1	00003947	03/27/2025	VISUAL EDGE IT INC	1104190 4342000	INK&TONER 2TX101725 2/20-3/19	24AR2528499	89.17
W1	00003948	03/27/2025	WILLDAN FINANCIAL SERVICES	2774373 4309000	PBID (PRESIDENTS PLAZA I) Q4	010-61668	1,065.24
W1	00003948	03/27/2025	WILLDAN FINANCIAL SERVICES	2824373 4309000	PBID (PRESIDENTS PLAZA III) Q4	010-61668	947.62
W1	00003948	03/27/2025	WILLDAN FINANCIAL SERVICES	3534394 4309000	CFD 2005-1 U-PARK APR-JUN25 Q4	010-61665	1,715.23
W1	00003948	03/27/2025	WILLDAN FINANCIAL SERVICES	3544394 4309000	CFD 2021-1 U-PARK APR-JUN25 Q4	010-61665	1,424.92
W1	00003948	03/27/2025	WILLDAN FINANCIAL SERVICES	2894374 4309000	BAD No. 1 APR25-JUN25 Q4	010-61667	781.62
W1	00003949	03/27/2025	MODERN MISTING SYSTEMS INC	1104610 4332100	R/M MISTER SYSTEM - CC PARK	23915	7,081.98
W1	02006133	03/27/2025	ACCURATE FIRST AID SERVICES	1104330 4219000	FIRST AID SUPPLIES - CORPYARD	C-2915	464.45
W1	02006134	03/27/2025	ARCHITECTURAL RESOURCES GROUP	1104470 4300500	Historic Survey-DC24	54208	35,722.32

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W1	02006135	03/27/2025	ARMSTRONG GROWERS	1104610 4332001	FLOWERS - CC PARK	WB-46276	173.05
W1	02006136	03/27/2025	Assistance League	1104800 4388000	ALCV Grants OA PYMT FY24/25	OA FY 2024-25	2,500.00
W1	02006137	03/27/2025	BAKER, WALLACE V	1104422 4309000	HEARING EXAMINER 11/24-2/25	#59	504.00
W1	02006138	03/27/2025	BECK OIL INC	1104331 4217000	GAS AND DIESEL FUEL	154743	4,721.28
W1	02006138	03/27/2025	BECK OIL INC	1104331 4217000	GAS AND DIESEL FUEL	157035	5,148.00
W1	02006139	03/27/2025	BEST SIGNS INC.	4364650 4400200	Signage 25/26 El Paseo Median	99234	581.85
W1	02006140	03/27/2025	BSN SPORTS LLC	1104611 4219000	NETS - RONALD REAGAN	928519419	1,212.75
W1	02006140	03/27/2025	BSN SPORTS LLC	1104610 4337100	DUGOUT WINDSCREEN - CC FIELDS	928986446	5,455.30
W1	02006141	03/27/2025	C A C E O	1104422 4312000	CACEO Webinar P. Rodriguez	200033207	60.00
W1	02006142	03/27/2025	CALIFORNIA BUILDING	1104422 4312000	CALBO WEBINAR R. MCKEOWN 3/27	18487	85.00
W1	02006142	03/27/2025	CALIFORNIA BUILDING	1104422 4312000	CALBO WEBINAR A. MARRON 3/27	18487	85.00
W1	02006142	03/27/2025	CALIFORNIA BUILDING	1104422 4312000	CALBO WEBINAR M. VALDEZ 3/27	18487	85.00
W1	02006142	03/27/2025	CALIFORNIA BUILDING	1104422 4312000	CALBO WEBINAR M. BARROSO 3/27	18487	85.00
W1	02006143	03/27/2025	CALTRANS- DEPARTMENT OF	1104250 4332500	SIGNAL/LIGHTING JUL-SEP 2024	SL250344	1,355.01
W1	02006144	03/27/2025	CANNONE, RICHARD	1100000 1150100	NPC25 LDG 3/28-4/1 R.CANONE	ADV LDG 0325RC	1,106.57
W1	02006144	03/27/2025	CANNONE, RICHARD	1100000 1150100	NPC25 PRDM 3/28-4/1 R.CANONE	ADV PD 0325RC	414.00
W1	02006144	03/27/2025	CANNONE, RICHARD	1100000 1150100	NPC25 MILE 3/28-4/1 R.CANONE	ADV MILE 0325RC	16.10
W1	02006145	03/27/2025	CASH, PETTY	1100000 3799100	CASH OVER	CASH OVER 3.20.2	-4.00
W1	02006145	03/27/2025	CASH, PETTY	1104150 4312500	F&B BUDGET 101 MEETING	VHAVEZ 3.04.25	37.00
W1	02006145	03/27/2025	CASH, PETTY	1104150 4312500	CV PROCURMENT MEETING 10.30.24	JBARRON 10.30.24	23.25
W1	02006145	03/27/2025	CASH, PETTY	1104430 4312000	MALL REDVELP MEETING PARKING	ECEJA 8.12.24	4.00
W1	02006145	03/27/2025	CASH, PETTY	1104430 4312500	MEETING DW 3.12.25	MEETING 3.12.25	64.63
W1	02006145	03/27/2025	CASH, PETTY	1104430 4366000	POSTAGE 2025 CALENDARS	DTOMP 11.06.25	39.30
W1	02006145	03/27/2025	CASH, PETTY	1104800 4306201	BLDG FEES - INV-4542	DTOMP 2.19.25	1.00
W1	02006145	03/27/2025	CASH, PETTY	4364650 4219000	ART ESSAY PHOTOS	DTOMP 3.18.25	21.05
W1	02006145	03/27/2025	CASH, PETTY	4364650 4309200	BLDG FEES - DESERT X/PORTOLA	DTOMPS 2.19.25	8.00
W1	02006145	03/27/2025	CASH, PETTY	4364650 4312500	F&B CAC MEETING 11/13/24	EPOWELL 11.14.24	9.78

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W1	02006146	03/27/2025	CHARTER COMMUNICATIONS	1104190 4365000	3/16-4/15 CORP YARD INTERNET	189328601031425	91.56
W1	02006146	03/27/2025	CHARTER COMMUNICATIONS	2424549 4365000	MR25 PHONE SERVICE - PDAC	189329001031425	259.75
W1	02006146	03/27/2025	CHARTER COMMUNICATIONS	5104195 4369601	MR25 PARKVIEW BLDG INTERNET	229561901030125	169.99
W1	02006147	03/27/2025	CITY OF INDIAN WELLS	2304220 4304201	FS#55 SHARED MAINT RMB	20-20	686.95
W1	02006147	03/27/2025	CITY OF INDIAN WELLS	2304220 4304201	FS 55 HVAC, Plumbing, Door Rep	20-21	1,752.96
W1	02006147	03/27/2025	CITY OF INDIAN WELLS	2304220 4304201	FS 55 Door Repair	20-23	1,038.00
W1	02006147	03/27/2025	CITY OF INDIAN WELLS	2304220 4304201	FS 55 Door Repair	20-24	915.30
W1	02006148	03/27/2025	CLARION ASSOCIATES LLC	1104470 4300500	Unified Develop Code Svc FE25	10079	8,667.48
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104310 4351000	21 CONSTRUCTION METER	820221768036MR25	125.00
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104310 4351000	26 CONSTRUCTION METER	306823768022MR25	157.50
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104310 4351000	68 CONSTRUCTION METER	306749767878MR25	136.70
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104611 4351000	BERTAIN A - LANDSCAPE UNIV PK	830049443846MR25	642.64
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104611 4351000	BERTAIN A1 - FOUNTAIN UNIV	830047443842MR25	26.08
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104611 4351000	NICHOLS DR - UNIV PK	822075444102MR25	170.44
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	1150 WASHINGTON / I-10	587615849914MR25	227.78
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	4254430 4351000	72880 HWY 111 - FIRE MTR SEARS	800645741286MR25	86.99
W1	02006149	03/27/2025	COACHELLA VALLEY WATER DIST.	1104614 4351000	PORTOLA AVE - LANDSCAPE	805025629618MR25	69.04
W1	02006150	03/27/2025	CONSOLIDATED ELECTRICAL	1104340 4331000	R/M LIGHTS - CITY HALL	5725-1151615	808.13
W1	02006151	03/27/2025	COOL SOLUTIONS	2524662 4309000	R/M WINDOW TINT - LIBRARY	6292	1,850.42
W1	02006152	03/27/2025	COUNTY OF RIVERSIDE SHERIFF	1104416 4306101	Golf Cart Parade Extra Duty	SH0000047024	18,215.68
W1	02006153	03/27/2025	CRISCOM COMPANY INC	1104159 4309000	APR25 GRANT WRITING SVCS	271468	3,750.00
W1	02006154	03/27/2025	CROSSROADS SOFTWARE	2294210 4391400	24/25 Parking eCitation System	7846	19,900.00
W1	02006155	03/27/2025	DATA TICKET INC	1104422 4309000	CITATION PROCESSING FB25	176419	421.90
W1	02006156	03/27/2025	DEPARTMENT OF INDUSTRIAL	1104330 4364000	ELEVATOR PERMIT - PARKVIEW	E2145389 SB	225.00
W1	02006157	03/27/2025	DEPARTMENT OF JUSTICE	1104210 4390400	24/25 BLOOD ALCOHOL ANALYSIS D	806156	315.00
W1	02006158	03/27/2025	DEPENDABLE BREAK ROOM	1104340 4219000	KITCHEN/COFFEE SUPPLIES - CH	MI30761	1,540.40
W1	02006159	03/27/2025	DESERT AIR CONDITIONING INC.	5104195 4369601	R/M HVAC SRVS - PARKVIEW	258662	690.17

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006160	03/27/2025	DESERT FIRE EXTINGUISHER	1104340 4309000	R/M FIRE SYSTEM - HISTORICAL	12490570	99.22
W1	02006160	03/27/2025	DESERT FIRE EXTINGUISHER	1104344 4331000	R/M FIRE SYSTEM - PORTOLA	12490552	117.62
W1	02006160	03/27/2025	DESERT FIRE EXTINGUISHER	1104800 4388500	R/M FIRE SYSTEM - ARTIST CTR	12490569	99.22
W1	02006160	03/27/2025	DESERT FIRE EXTINGUISHER	2304220 4331000	R/M FIRE SYSTEM - FIRE STATION	12490560	508.24
W1	02006160	03/27/2025	DESERT FIRE EXTINGUISHER	5104195 4369800	R/M FIRE SYSTEM - HENDERSON	12490567	194.07
W1	02006161	03/27/2025	DESERT RECREATION DISTRICT	1104344 4309000	FB25 PARKS / REC SRVS - PCC	3834	8,912.21
W1	02006161	03/27/2025	DESERT RECREATION DISTRICT	1104610 4309200	FB25 PARK SRVS - CC PARK	3833	48,800.82
W1	02006162	03/27/2025	EDTECHNOLOGYFUNDS INC	2524662 4309000	E-Rate Cat 2 Consult- FEB 25	2668	450.00
W1	02006163	03/27/2025	Eleanor Sanchez	1104154 4305600	Live Scan Reimb 2/19/25 ESanch	0010	76.00
W1	02006164	03/27/2025	ENGINEERING RESOURCES	4204370 5000454	Feb25 Prof Svcs Haystack Chann	61213	4,936.01
W1	02006165	03/27/2025	FIESTA FORD	1104331 4334000	R/M FLEET #003 CITY OWNED	674579	4,043.96
W1	02006165	03/27/2025	FIESTA FORD	1104331 4334000	R/M FLEET #072 CITY OWNED	675835	1,765.80
W1	02006165	03/27/2025	FIESTA FORD	1104331 4334000	R/M FLEET #253 CITY OWNED	674000	3,036.69
W1	02006165	03/27/2025	FIESTA FORD	1104331 4334000	R/M FLEET #010 CITY OWNED	673878	6,159.90
W1	02006166	03/27/2025	FIND FOOD BANK	2364195 4309000	MR25 FIND T1 SB1383	395486	2,416.66
W1	02006166	03/27/2025	FIND FOOD BANK	2364195 4309000	MR25 FIND T2 SB1383	395485	4,375.00
W1	02006167	03/27/2025	FRIENDS OF THE DESERT MOUNTAIN	1104800 4306201	Sponsorship WildflowerFestival	504	18,000.00
W1	02006168	03/27/2025	GAME TIME	1104611 4219000	BIKE RACKS - BUMP AND GRIND	PJI-0263421	1,818.39
W1	02006169	03/27/2025	GOVERNMENT FINANCE	1104150 4363000	GFOA RENWL S. CASTRO	300293419	150.00
W1	02006170	03/27/2025	GRANITE CONSTRUCTION CO INC.	2130000 2060000	RET REL 24251414 / C47830	2900861	65,887.88
W1	02006171	03/27/2025	GREAT WESTERN INSTALLATIONS	4004618 4400100	R/M PLAYGROUND SLIDE - HOVLEY	2412086	9,065.00
W1	02006171	03/27/2025	GREAT WESTERN INSTALLATIONS	4004618 4400100	R/M PLAYGROUND SLIDE - WCS	2411046	10,495.00
W1	02006172	03/27/2025	HAMMER PLUMBING AND PUMPING	1104611 4331000	CAHUILLA RESTROOM PUMP SRV	33752-1	395.00
W1	02006173	03/27/2025	HOLISTIC SYSTEM INTEGRATION	1104421 4309000	Principal Consultant-FE25	INV-000127	14,500.00
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/SHOPPER	50087402-FB25	54.04
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	DINAH SHORE DR/MIRIAM	50087411-FB25	53.85
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250 4351400	72800 DINAH SHORE DRIVE	50087423-FB25	73.56

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W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MONTERREY	50087432-FB25	93.97
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MONTERREY	50087443-FB25	56.52
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MIRIAM	50087452-FB25	81.91
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	37998 GERALD FORD DR	50514026-FB25	54.39
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	37996 GERALD FORD DR SIGNAL LT	50514028-FB25	70.90
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75396 FRANK SINATRA DR	50540835-FB25	54.39
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75394 FRANK SINATRA DR ST LIGH	50540839-FB25	39.83
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75398 FRANK SINATRA DR	50540840-FB25	58.65
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	33108 MONT SAFETY LT	50887764-FB25	159.93
W1	02006174	03/27/2025	IMPERIAL IRRIGATION DISTRICT	1104614	4351400	34249 MONTEREY AVE	50488446-FB25	26.69
W1	02006175	03/27/2025	IMPERIAL SPRINKLER SUPPLY	1104610	4332001	R/M IRRIG SUPPLIES - CC PARK	0019635282-001	250.40
W1	02006175	03/27/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4219000	LANDSCAPE SUPPLIES - FLAGS	0019646618-001	91.89
W1	02006176	03/27/2025	INTERNATIONAL CODE COUNCIL	1104420	4362000	21 IBC & CONCRETE MANUAL	1002025480	304.93
W1	02006177	03/27/2025	JOHN KALISKI ARCHITECTS INC	1104470	4300500	Downtwn&Hillside DesignSvcFB25	7009	4,089.93
W1	02006178	03/27/2025	JON'S FLAGS & POLES INC	1104340	4219000	FLAGS - CITY HALL	F90892	1,524.66
W1	02006179	03/27/2025	JORDAN , MIREYA	1104154	4305600	Live Scan Reimb 3/3/25 MJordan	000015	76.00
W1	02006180	03/27/2025	KINCAID INDUSTRIES INC	1104340	4331000	R/M PLUMBING - CITY HALL	5726	312.54
W1	02006181	03/27/2025	LAWYERS TITLE COMPANY	1104422	4309000	PRELIM REPORT APN 694-160-009	LT6256900686-1	700.00
W1	02006182	03/27/2025	LOCK SHOP INC.	1104331	4334000	R/M FLEET #091 OWNED - KEYS	AA10067414	417.84
W1	02006183	03/27/2025	LOPEZ , CESAR	1104420	4391500	BOOT REIM C. LOPEZ 2/6/25	BOOTREIM 0225CL	166.99
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104310	4332000	FB25 CITYWIDE STREET SWEEPING	68619	16,604.50
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104330	4331000	FB25 PARKING LOT SWEEPING - CY	68619	355.25
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104610	4332100	PARKING LOT SWEEPING - CC PARK	68619	798.00
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104611	4332501	PARKING LOT SWEEPING - PARKS	68619	643.50
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104614	4392101	PARKING LOT SWEEPING - ENTRADA	68619	258.00
W1	02006184	03/27/2025	M & M SWEEPING INC.	2424549	4331101	PARKING LOT SWEEPING - PDAC	68619	146.25
W1	02006184	03/27/2025	M & M SWEEPING INC.	2774373	4309103	PARKING LOT SWEEPING - PP E/W	68619	619.50

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W1	02006184	03/27/2025	M & M SWEEPING INC.	2824373 4309103	PARKING LOT SWEEPING - PP III	68619	478.50
W1	02006184	03/27/2025	M & M SWEEPING INC.	5104195 4369601	PARKING LOT SWEEPING - PRKVVW	68619	196.50
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104310 4332000	XTRA SWEEPING - EL PASEO FILM	68714	185.00
W1	02006184	03/27/2025	M & M SWEEPING INC.	1104310 4332000	XTRA SWEEPING - SLURRY SEAL CY	68715	623.00
W1	02006185	03/27/2025	MAGER, VANESSA	1104417 4312500	PRK CSUSB Grad Days 3/13 Reimb	V.M REIM 3.13.25	10.00
W1	02006186	03/27/2025	MCI A VERIZON COMPANY	1104344 4365000	JN25 PORTOLA PHONE SVCS	409134661	87.76
W1	02006187	03/27/2025	MERCHANTS BUILDING	2424549 4331101	EXTRA JANITORIAL SRVS - PDAC	864015	450.00
W1	02006187	03/27/2025	MERCHANTS BUILDING	2524662 4332600	EXTRA JANITORIAL SRVS -LIBRARY	864027	551.00
W1	02006187	03/27/2025	MERCHANTS BUILDING	5104195 4369601	PRESSURE WASH - PARKVIEW	864028	750.00
W1	02006188	03/27/2025	MILLER, BRIDGET MAE	4364650 4309200	Art Essay Award - Photography	00816	300.00
W1	02006189	03/27/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #010 CITY OWNED	37916	609.04
W1	02006189	03/27/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #068 CITY OWNED	37999	113.69
W1	02006189	03/27/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #090 LEASE	37803	975.18
W1	02006189	03/27/2025	OZZIE'S INTERNATIONAL	1104331 4334000	R/M FLEET #004 LEASE	37868	707.83
W1	02006190	03/27/2025	PALM DESERT ACE HARDWARE	1104340 4219000	BATTERIES - CITY HALL	249704	14.86
W1	02006190	03/27/2025	PALM DESERT ACE HARDWARE	1104340 4219000	R/M BLDG SUPPLIES - CITY HALL	249763	139.60
W1	02006190	03/27/2025	PALM DESERT ACE HARDWARE	1104340 4331000	R/M BLDG SUPPLIES - CITY HALL	249598	37.69
W1	02006190	03/27/2025	PALM DESERT ACE HARDWARE	1104610 4219000	LANDSCAPE SUPPLIES - CC PARK	249853	20.45
W1	02006191	03/27/2025	Patricia Deckett	1104154 4305600	Live Scan Reimb 3/7/25 PDeckett	00771Q	74.00
W1	02006192	03/27/2025	PAVEWEST INC	1104313 4332000	PARKING LOT REHAB MAINT	5362	95,066.00
W1	02006192	03/27/2025	PAVEWEST INC	1104313 4332000	PARKING LOT REHAB MAINT	5363	76,763.00
W1	02006193	03/27/2025	PENTA, RYLAND	1104417 4312500	F&B CSUSB GradDays 3/13 Reimb	R.P REIM 3.13.25	69.95
W1	02006193	03/27/2025	PENTA, RYLAND	1104417 4312500	PRK CSUSB GradDays 3/13 Reimb	R.P REIM 3.13.25	10.00
W1	02006193	03/27/2025	PENTA, RYLAND	1104417 4312500	PD HOA Meeting 3/15/25 Reimb	R.P REIM 3.15.25	109.63
W1	02006194	03/27/2025	POWELL, ERICA	4364650 4219000	Art Essay Ceremony - Supplies	E POWELL ARTESSA	144.70
W1	02006195	03/27/2025	QUINN COMPANY	1104331 4334000	R/M BROOM #242 CITY OWNED	WOK30021084	6,716.35
W1	02006195	03/27/2025	QUINN COMPANY	1104331 4334000	R/M FLEET #242 CITY OWNED	WOA30002798	2,084.52

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Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	02006196	03/27/2025	RETAIL MARKETING SERVICES	1104422 4309000	Shopping Cart Retrieval-FB25	195183	660.00
W1	02006197	03/27/2025	SCAG	1104470 4312500	SCAG CONF REGISTRATION RCANNON	GA25-032025-0155	400.00
W1	02006198	03/27/2025	SHASTA FIRE PROTECTION	4504161 4400100	FIRE SPRNKL R IMP - BREAKROOM	9268	1,200.00
W1	02006199	03/27/2025	SHERMAN'S DELICATESSEN AND BAKERY	2524662 4390000	GOBI EVENT F&B 3/29/25	5413	886.78
W1	02006200	03/27/2025	SLADDEN ENGINEERING	2304220 4400100	R/M BLDG INSPECTION - FS #67	56851	380.00
W1	02006201	03/27/2025	SO CAL GAS	1104340 4351200	73510 FW CITY HALL	20092710001-FB25	493.38
W1	02006201	03/27/2025	SO CAL GAS	2424549 4351200	73751 MAGNESIA FALLS - POOL	13149517933-MR25	11,685.95
W1	02006201	03/27/2025	SO CAL GAS	1104330 4351200	MR25 GAS UTILITY - CORP YARD	05382896149-MR25	88.71
W1	02006202	03/27/2025	SOUTH COAST AQMD	2424549 4364000	24/25 AQMD LATE FEE ID204590	4455474-1	16.60
W1	02006203	03/27/2025	SOUTHERN CALIFORNIA EDISON	5104195 4351400	73710 FW DR STE 120	700949393204JN25	2,608.54
W1	02006203	03/27/2025	SOUTHERN CALIFORNIA EDISON	5104195 4351400	73710 FW DR STE 120	700949393204FB25	128.68
W1	02006203	03/27/2025	SOUTHERN CALIFORNIA EDISON	1104250 4351400	TRAFFIC SIGNALS TC-1	600001002544FB25	281.87
W1	02006203	03/27/2025	SOUTHERN CALIFORNIA EDISON	1104611 4351400	73510 FW PARKS AL-2	700383536327MR25	5,550.44
W1	02006203	03/27/2025	SOUTHERN CALIFORNIA EDISON	1104614 4351400	73296 ALESSANDRO WW	700646851517FB25	94.72
W1	02006204	03/27/2025	SUPERIOR READY MIX CONCRETE	1104310 4332000	R/M CONCRETE - PDAC ADA RAMPS	950000202712	2,220.62
W1	02006205	03/27/2025	T-MOBILE USA INC	1104134 4365000	MIFI - CIP	4423902613-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104134 4365000	MIFI - CIP	4423902622-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104150 4365000	MIFI - FINANCE	4423902272-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104190 4365000	MIFI - INFO TECH	4423902461-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104190 4365000	MIFI - INFO TECH	4423002599-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104190 4365000	MIFI - INFO TECH	4423902607-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104190 4365000	MIFI - INFO TECH	4423902619-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104190 4365000	MIFI - INFO TECH	4423902752-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423901300-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423902244-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423902271-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423902477-FEB25	31.15

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W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423902601-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104420 4365000	MIFI - BUILDING & SAFETY	4423902629-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104422 4365000	MIFI- CODE	4423901260-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902104-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902351-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902617-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104422 4365000	MIFI - CODE	4423902634-FEB25	31.15
W1	02006205	03/27/2025	T-MOBILE USA INC	1104614 4365000	MIFI - LANDSCAPING	4423902983-FEB25	31.15
W1	02006206	03/27/2025	THE CHURCH OF JESUS CHRIST	1100000 3799100	O/P Planning Fees	PSPA24-0086 REF	168.00
W1	02006207	03/27/2025	TOPS N BARRICADES INC.	1104310 4219000	ST SUPPLIES - MEASURING WHEELS	1112436	341.26
W1	02006207	03/27/2025	TOPS N BARRICADES INC.	1104310 4219000	ST SUPPLIES - WARNING SIGNS	1112435	696.00
W1	02006208	03/27/2025	TOWNSEND PUBLIC AFFAIRS INC	1104159 4309000	JAN25 Grant Writing & Advocacy	22794	9,000.00
W1	02006208	03/27/2025	TOWNSEND PUBLIC AFFAIRS INC	1104159 4309000	MAR25 Grant Writing & Advocacy	23089	9,000.00
W1	02006209	03/27/2025	ULINE INC	2524662 4211000	LIBRARY SUPPLIES	190085074	298.75
W1	02006209	03/27/2025	ULINE INC	2524662 4404000	VERTICAL PANELS	190085074	648.00
W1	02006210	03/27/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5730322	1,358.30
W1	02006210	03/27/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5729125	890.88
W1	02006210	03/27/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5729134	389.45
W1	02006210	03/27/2025	WATERLINE TECHNOLOGIES INC	2424549 4211100	CHEMICALS - AQUATIC CENTER	5729505	856.61
W1	02006211	03/27/2025	WAXIE	1104340 4219000	JANITORIAL SUPPLIES -CITY HALL	83086007	408.39
W1	02006212	03/27/2025	XPRESS GRAPHICS	1104150 4361000	Annual Financial Report Print	25-68599	1,327.96
W1	02006212	03/27/2025	XPRESS GRAPHICS	4004159 4219100	Mailers for Mtn View Ret Basin	25-69202	253.04
W1	02006212	03/27/2025	XPRESS GRAPHICS	1104417 4361000	Library Stickers	25-69332	478.58


City of Palm Desert

Check Register

3/27/2025 - 3/27/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
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Audited and Found Correct

Signed by:

 BE48F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437BBF489E4E43B...

City Manager

Total For Bank ID - W1

2,346,922.81

City of Palm Desert
Check Register
 3/27/2025 - 3/27/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W3	00002554	03/27/2025	US BANK	7030000 1430100	2017H-A US BANK FEES 7/25-1/26	7658495	1,458.33
W3	00002554	03/27/2025	US BANK	7030000 1430100	2017A US BANK FEES 7/25-1/26	7658750	1,458.33
W3	00002554	03/27/2025	US BANK	7030000 1430100	2017b US BANK FEES 7/25-1/26	7658750	1,458.33
W3	00002554	03/27/2025	US BANK	7034195 4309000	2017H-A US BANK FEES 7/25-1/26	7658495	1,041.67
W3	00002554	03/27/2025	US BANK	7034195 4309000	2017A US BANK FEES 2/25-6/25	7658750	1,041.67
W3	00002554	03/27/2025	US BANK	7034195 4309000	2017B US BANK FEES 2/25-6/25	7658750	1,041.67
W3	00003126	03/27/2025	WILLDAN FINANCIAL SERVICES	7034195 4309000	FY23/24 CONT DISCLOSURE SVCS	010-61386	1,980.00


Audited and Found Correct

Signed by:

 BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:

 DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

 437BBF489E4E43B...

City Manager

Total For Bank ID - W3

9,480.00

City of Palm Desert

Check Register

3/28/2025 - 3/28/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003950	03/28/2025	CALIBA INC	2300000 2060000	RTNT 24251714 / C45120B	PP#1-RTNT	-16,268.65
W1	00003950	03/28/2025	CALIBA INC	2304220 4400200	Feb25 - NS FS102 Construction	PP#1	325,373.00

Audited and Found Correct

Signed by:

8AC0EEB84CEB424

Director of Finance

Examined and Approved

Signed by:

DC37D0D20CC44D4

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

437BBF489E4E43B

City Manager

Total For Bank ID - W1

309,104.35

City of Palm Desert

Check Register

3/31/2025 - 3/31/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006213	03/31/2025	MOCTEZUMA, LUIS	2360000	1150100	SWANA LDG 4/6-4/10 LM	SWANA LDG 4.06	858.39
W1	02006213	03/31/2025	MOCTEZUMA, LUIS	2360000	1150100	SWANA PRDM 4/6-4/10 LM	SWANA PRDM 4.06	387.00

Audited and Found Correct

Signed by:

BE48F4F325A44A2...

Director of Finance

Examined and Approved

Signed by:

DC37D0D20CC44D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:

437B8F489E4E43B...

City Manager

Total For Bank ID - W1

1,245.39

City of Palm Desert

Check Register

4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003951	04/03/2025	ADKINS, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,574.39
W1	00003952	04/03/2025	ALLEN, FRANK	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003953	04/03/2025	AVERY, ANN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	657.41
W1	00003954	04/03/2025	BASSLER, THOMAS	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003955	04/03/2025	BISHOP, ROBERT	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	707.98
W1	00003956	04/03/2025	BLYTHE, BARBARA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	291.10
W1	00003957	04/03/2025	BO CHEN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	550.44
W1	00003958	04/03/2025	BRADLEY, DEBRA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003959	04/03/2025	BROWN, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00003960	04/03/2025	CANALES, CHRISTINA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00003961	04/03/2025	CECHIN, TERRY	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	835.62
W1	00003962	04/03/2025	CEHR, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003963	04/03/2025	CICCHINI, SUZANNE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003964	04/03/2025	CONLON, PATRICK C.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003965	04/03/2025	CRAWFORD, DANNY	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	2,033.00
W1	00003966	04/03/2025	CROY, HOMER	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	505.70
W1	00003967	04/03/2025	DARLING, GLORIA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003968	04/03/2025	HOLLINGER, DIANE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003969	04/03/2025	DIERCKS, MARK	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	138.81
W1	00003970	04/03/2025	DOYLE, KAREN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	760.58
W1	00003971	04/03/2025	DRELL, PHILIP D.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003972	04/03/2025	ESPINOZA, JOSE LUIS	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	2,345.77
W1	00003973	04/03/2025	FANNING, JODI	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,101.78
W1	00003974	04/03/2025	FERGUSON, JAMES C.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,098.78
W1	00003975	04/03/2025	FLINT, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	277.35
W1	00003976	04/03/2025	FOLKERS, RICHARD J.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003977	04/03/2025	GARCIA, MIGUEL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30

City of Palm Desert

Check Register

4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00003978	04/03/2025	GARNER, PAGE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,253.44
W1	00003979	04/03/2025	GAUGUSH, CORA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003980	04/03/2025	GLICKMAN, DEBORAH SCHWARTZ	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003981	04/03/2025	GODFREY, BEN ORRIN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003982	04/03/2025	GOMEZ, DONNA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003983	04/03/2025	GRANCE, RUSSELL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,086.31
W1	00003984	04/03/2025	GREENWOOD, MARK	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003985	04/03/2025	GRIFFIN, ROSALVA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	316.90
W1	00003986	04/03/2025	HENDERSON, RHONDA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	944.86
W1	00003987	04/03/2025	HERMANN, DAVID	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,658.62
W1	00003988	04/03/2025	HERNANDEZ, ANTHONY	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00003989	04/03/2025	HERNANDEZ, CARLOS	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00003990	04/03/2025	HOLTZ, GREGG	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003991	04/03/2025	JOHNSON, SONDR	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003992	04/03/2025	JOY, PHILLIP E.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	576.39
W1	00003993	04/03/2025	JUDY, JANINE MARIE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	00003994	04/03/2025	KARIMI, BASHIER AHMAD	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00003995	04/03/2025	KILPATRICK, SHAWN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,748.32
W1	00003996	04/03/2025	KLASSEN, RACHELLE D.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	00003997	04/03/2025	KNIGHT, SPENCER	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00003998	04/03/2025	KNUTSON, LAUREL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	198.97
W1	00003999	04/03/2025	LEAL, DIANA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,124.22
W1	00004000	04/03/2025	LEON, PATRICIA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004001	04/03/2025	LONGMAN, ELIZABETH M.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	174.17
W1	00004002	04/03/2025	MCBRIDE, CRAIG	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004003	04/03/2025	MCCARTHY, JUSTIN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	606.84
W1	00004004	04/03/2025	METZ, THOMAS	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,836.50

City of Palm Desert

Check Register

4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number	Transaction Desc	Invoice	Amount Paid
W1	00004005	04/03/2025	MONROE, TONYA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004006	04/03/2025	MOORE, JANET	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,777.09
W1	00004007	04/03/2025	MOORE, RUTH ANN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004008	04/03/2025	NEELY, MICHAEL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004009	04/03/2025	NIEMCZAK, JAY	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	156.34
W1	00004010	04/03/2025	O'REILLY, MONICA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,183.72
W1	00004011	04/03/2025	OSBORN, LINDA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004012	04/03/2025	PONDER, HART	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	174.17
W1	00004013	04/03/2025	PRUSINOWSKI, KAREN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	657.41
W1	00004014	04/03/2025	REAM, LISA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	390.58
W1	00004015	04/03/2025	RIDDLE, FRANKIE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	814.91
W1	00004016	04/03/2025	ROCHA, GRACE L.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	934.83
W1	00004017	04/03/2025	ROSAS, JOSE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,574.39
W1	00004018	04/03/2025	ROSAS, SERGIO	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004019	04/03/2025	RUSSELL, LINDA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.84
W1	00004020	04/03/2025	SCULLY, PATRICIA H.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	00004021	04/03/2025	CHRISTIANSEN, SHARON	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004022	04/03/2025	SMITH, STEPHEN R.	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004023	04/03/2025	STANLEY, JANE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	472.22
W1	00004024	04/03/2025	SZYMANSKI, BETTY	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,436.87
W1	00004025	04/03/2025	TOWNSEND, ALANA	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	362.69
W1	00004026	04/03/2025	TUCKER, RON	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00004027	04/03/2025	WALKER, DEL	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	369.71
W1	00004028	04/03/2025	WEIL, CHIN-YU	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	532.61
W1	00004029	04/03/2025	WELLER, DENI	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	00004030	04/03/2025	WHITE, BRYCE	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	00004031	04/03/2025	WILCOX, DARIN	5764192 4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	377.07

City of Palm Desert

Check Register

4/3/2025 - 4/3/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004032	04/03/2025	WITTE, LOCK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,318.60
W1	00004033	04/03/2025	WOHLMUTH, JOHN	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	825.57
W1	00004034	04/03/2025	ZAMARRIPA, AARON	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	829.30
W1	00004035	04/03/2025	ZAMORA, FLORENTINO G.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	396.12
W1	00004036	04/03/2025	ZATARAIN, ABEL	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,101.78
W1	00004037	04/03/2025	ZATARAIN, GERARDO	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	1,267.82
W1	02006215	04/03/2025	BEDROSIAN, PATRICK	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	298.69
W1	02006216	04/03/2025	FENSKE, CHARLES	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55
W1	02006217	04/03/2025	WRIGHT, BARBARA	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	320.02
W1	02006218	04/03/2025	YRIGOYEN, DAVID L.	5764192	4119000	RETIREE HEALTH STIPEND Apr- 25	4/1/2025	758.55

Audited and Found Correct

Signed by:
Veronica Chavez
BE46F4F325A4A2...

Director of Finance

Examined and Approved

Signed by:
Jan Hannik
DC37D0D20CC4D4...

Mayor or Mayor Pro-Tem

Examined and Approved

Signed by:
Chris Escobedo
437BBF489E4E43B...

City Manager

Total For Bank ID - W1

73,299.71

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RATIFICATION OF LETTERS OF SUPPORT FOR CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO FUNDING REQUESTS FOR AN ARTIFICIAL INTELLIGENCE AND VIRTUAL REALITY RESEARCH AND RETRAINING CENTER AND REGIONAL ENTREPRENEURIAL RESOURCE CENTERS PROGRAM

RECOMMENDATION:

Ratify letters of support for California State University, San Bernardino's (CSUSB) Community Project Funding requests for the establishment of an Artificial Intelligence (AI) and Virtual Reality (VR) Research and Retraining Center and the Regional Entrepreneurial Resource Centers Program.

BACKGROUND/ANALYSIS:

At the request of CSUSB, the City Council Subcommittee on Governmental Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, approved the issuance of two letters of support on March 28, 2025. Letters were submitted to Senators Alex Padilla and Adam Schiff to support CSUSB's Community Project Funding (CPF) requests.

1. Artificial Intelligence and Virtual Reality Research and Retraining Center

This center will enhance CSUSB's nationally recognized Cybersecurity Workforce Development Program by integrating AI-driven security solutions and virtual reality-based training. The center aims to address the pressing need for retraining and upskilling the regional workforce.

2. Regional Entrepreneurial Resource Centers Program

The Inland Empire Center for Entrepreneurship (IECE) at CSUSB is the largest entrepreneurial support organization in the region. The additional CPF funds will expand resource centers in Palm Desert, Temecula, and San Bernardino.

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. Letter of Support-Padilla
2. Letter of Support-Schiff



CITY OF PALM DESERT

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

March 25, 2025

The Honorable Alex Padilla
United States Senator
331 Hart Senate Office Building
Washington D.C. 20510

Subject: Support for Community Project Funding for California State University, San Bernardino

Dear Senator Padilla,

As Mayor of Palm Desert, I am writing to express the City's strong support for California State University, San Bernardino's (CSUSB) Community Project Funding (CPF) requests: \$1,250,000 for the establishment of an Artificial Intelligence (AI) and Virtual Reality (VR) Research and Retraining Center, and \$2,490,000 for the Regional Entrepreneurial Resource Centers program.

Recent studies indicate that over 80% of workforce tasks may be augmented or replaced by AI. This underscores the urgent need to equip our workforce with specialized skills in these emerging fields. The proposed AI and VR Center will build upon CSUSB's nationally recognized Cybersecurity Workforce Development Program by incorporating AI-driven security solutions and immersive VR-based training. These innovations will help develop a robust talent pipeline capable of addressing the complexities of modern cybersecurity and supply chain operations.

Additionally, the Inland Empire Center for Entrepreneurship (IECE) at CSUSB is the largest entrepreneurial support organization in the region. Since 2000, the IECE has delivered entrepreneurial training and small business counseling to more than 183,000 businesses, resulting in an economic impact of over \$700 million, supporting more than 46,268 jobs and creating more than 2,400 distinct startups. These services are crucial for economic development in the Inland Empire.

We respectfully urge your favorable consideration of CSUSB's requests for \$1.25 million to support the AI and VR Research and Retraining Center and \$2.49 million to fund the Regional Entrepreneurial Resource Centers located in Palm Desert, Temecula, and San Bernardino.

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert



CITY OF PALM DESERT

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

March 25, 2025

The Honorable Adam Schiff
United States Senator
112 Hart Senate Office Building
Washington D.C. 20510

**Subject: Support for Community Project Funding for California State University,
San Bernardino**

Dear Senator Schiff,

As Mayor of Palm Desert, I am writing to express the City's strong support for California State University, San Bernardino's (CSUSB) Community Project Funding (CPF) requests: \$1,250,000 for the establishment of an Artificial Intelligence (AI) and Virtual Reality (VR) Research and Retraining Center, and \$2,490,000 for the Regional Entrepreneurial Resource Centers program.

Recent studies indicate that over 80% of workforce tasks may be augmented or replaced by AI. This underscores the urgent need to equip our workforce with specialized skills in these emerging fields. The proposed AI and VR Center will build upon CSUSB's nationally recognized Cybersecurity Workforce Development Program by incorporating AI-driven security solutions and immersive VR-based training. These innovations will help develop a robust talent pipeline capable of addressing the complexities of modern cybersecurity and supply chain operations.

Additionally, the Inland Empire Center for Entrepreneurship (IECE) at CSUSB is the largest entrepreneurial support organization in the region. Since 2000, the IECE has delivered entrepreneurial training and small business counseling to more than 183,000 businesses, resulting in an economic impact of over \$700 million, supporting more than 46,268 jobs and creating more than 2,400 distinct startups. These services are crucial for economic development in the Inland Empire.

We respectfully urge your favorable consideration of CSUSB's requests for \$1.25 million to support the AI and VR Research and Retraining Center and \$2.49 million to fund the Regional Entrepreneurial Resource Centers located in Palm Desert, Temecula, and San Bernardino.

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RATIFICATION OF LETTER OF SUPPORT FOR PALM SPRINGS
INTERNATIONAL AIRPORT INLINE BAGGAGE HANDLING SYSTEM
AND TERMINAL EXPANSION PROJECT

RECOMMENDATION:

Ratify the letter of support for the City of Palm Springs' Community Project Funding request for the Palm Springs International Airport Inline Baggage Handling System and Terminal Expansion Project.

BACKGROUND/ANALYSIS:

At the request of the City of Palm Springs, the City Council Subcommittee on Governmental Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, approved the issuance of a letter of support on April 1, 2025. The letter was submitted to Senators Alex Padilla and Adam Schiff, and Congressman Ken Calvert, supporting Palm Springs' Community Project Funding (CPF) request.

Palm Springs International Airport Inline Baggage Handling System and Terminal Expansion Project

This project will construct a new 10,000-square-foot facility to modernize and streamline baggage handling operations at Palm Springs International Airport (PSP). Key components of the project include:

- Installation of an advanced inline baggage screening system with the capacity to process up to 652 bags per hour.
- Direct connection of existing ticket counters to the new system.
- Dedicated areas for oversized baggage and TSA level two inspections.
- New IT infrastructure, power supply systems, and control rooms.
- Industry-standard belted conveyors for reliable and efficient baggage processing.

The project will enhance operational capacity, reduce delays, and improve the passenger experience. Environmental clearance has already been completed, making the project shovel-ready upon securing funding.

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 – Palm Springs International Airport



CITY OF PALM DESERT

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

April 1, 2025

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Ken Calvert
United States House of Representatives
2205 Rayburn House Office Building
Washington, DC 20515

The Honorable Adam Schiff
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

RE: Support for the City of Palm Springs Airport Inline Baggage Handling System and Terminal Expansion Project

Dear Senator Padilla, Senator Schiff, and Congressman Calvert:

On behalf of the City of Palm Desert, I respectfully request your support for community project funding for the Palm Springs International Airport (PSP) Inline Baggage Handling System and Terminal Expansion Project.

This critical project will construct a new 10,000-square-foot facility to modernize and streamline baggage handling at PSP. The project includes the installation of an advanced inline baggage screening system capable of processing up to 652 bags per hour, significantly improving efficiency and throughput. The upgrades will connect existing ticket counters directly to the new system and will incorporate dedicated operational areas for oversized baggage and TSA level two inspections. In addition, the project will establish new IT infrastructure, power supply systems, and control rooms necessary to operate the enhanced facility. The system will utilize industry-standard belted conveyors to transport, process, and sort all outbound baggage, ensuring reliable and efficient service.

These improvements are essential to enhancing the airport's operational capacity, reducing delays, and elevating the overall passenger experience. With environmental clearance already complete, the project is shovel-ready and can begin construction immediately upon securing the necessary funding.

Thank you for your consideration and your continued commitment to supporting our region.

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF SUPPORT FOR SENATE BILL 664 (OCHOA BOGH) AND
MONITOR ASSEMBLY BILL 262 (CALOZA)

RECOMMENDATION:

1. Direct staff to take a monitor position on Assembly Bill 262 (Caloza) – California Individual Assistance Act, allowing staff to track the bill as it progresses and return for further City Council consideration once a legislative analysis and fiscal impact are available.
2. Authorize the issuance of a letter of support for Senate Bill 664 (Ochoa Bogh) – Blue Envelope Program.

BACKGROUND/ANALYSIS:

At the City Council meeting of March 27, 2025, Councilmember Quintanilla, with the concurrence of Mayor Harnik, requested that the City Council Subcommittee on Legislative Affairs review Assembly Bill 262 (Caloza) and Senate Bill 664 (Ochoa Bogh) to determine whether to recommend City positions.

The Subcommittee, consisting of Mayor Harnik and Mayor Pro Tem Trubee, subsequently reviewed both bills. The Subcommittee expressed support for issuing a letter of support for SB 664. However, the Subcommittee recommended taking no position on AB 262 at this time and instead monitoring its progress. AB 262 is still in the early stages of the legislative process and is pending a formal bill analysis. Additionally, while the bill would create a new state grant program to assist individuals, families, and local agencies with disaster recovery costs, the bill does not yet identify a specific funding structure or fiscal impact.

Assembly Bill 262 (Caloza) – California Individual Assistance Act

AB 262 would establish a state-funded grant program to assist individuals, families, local agencies, and community-based organizations with disaster recovery costs. The program is intended to provide financial assistance for housing repairs, essential personal property replacement, income loss, and other recovery needs when disasters do not meet thresholds for federal individual assistance.

Senate Bill 664 (Ochoa Bogh) – Blue Envelope Program

SB 664 would require the Department of Motor Vehicles (DMV) to create the Blue Envelope Program by January 1, 2027. The program would provide individuals with disabilities or conditions that may require additional accommodations during traffic stops with a standardized envelope. The envelope would contain safety tips for the individual, recommended communication strategies for law enforcement, and space for personal and emergency contact information.

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. AB 262
2. SB 664
3. Draft Letter of Support for SB 664

ASSEMBLY BILL

No. 262

Introduced by Assembly Member Caloza

January 16, 2025

An act to add Article 4.5 (commencing with Section 8688) to Chapter 7.5 of Division 1 of Title 2 of the Government Code, relating to disaster assistance, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 262, as introduced, Caloza. California Individual Assistance Act.

Existing law, the California Disaster Assistance Act, requires the Director of Emergency Services to provide financial assistance to local agencies for their personnel costs, equipment costs, and the cost of supplies and materials used during disaster response activities, incurred as a result of a state of emergency proclaimed by the Governor, subject to specified criteria. The act continuously appropriates moneys in the Disaster Assistance Fund and its subsidiary account, the Earthquake Emergency Investigations Account, without regard to fiscal year, for purposes of the act.

This bill would enact the California Individual Assistance Act to establish a grant program to provide financial assistance to local agencies, community-based organizations, and individuals for specified costs related to a disaster, as prescribed. The bill would require the director to allocate from the fund, subject to specified conditions, funds to meet the cost of expenses for those purposes. By authorizing increased expenditure of moneys from a continuously appropriated fund for a new purpose, the bill would make an appropriation.

This bill would require the director to adopt regulations, as determined to be necessary, to govern the administration of the program.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares the purpose
2 of this act is to establish in California a program within the Office
3 of Emergency Services to quickly provide assistance to California
4 residents following the declaration of a local or state emergency
5 that may not warrant federal disaster assistance for individuals.

6 SEC. 2. Article 4.5 (commencing with Section 8688) is added
7 to Chapter 7.5 of Division 1 of Title 2 of the Government Code,
8 to read:

9
10 Article 4.5. California Individual Assistance Act

11
12 8688. This article shall be known and may be cited as the
13 California Individual Assistance Act.

14 8688.1. It is the intent of the Legislature to provide local
15 agencies, community-based organizations, and individuals with
16 the assistance they need to quickly recover following a disaster.

17 8688.2. Unless the provision or context otherwise requires, the
18 definitions in this section govern the construction of this article:

19 (a) "Community-based organization" means a public or private
20 nonprofit organization of demonstrated effectiveness that represents
21 a community or significant segments of a community and provides
22 support and services to individuals in the community.

23 (b) "Disaster" means a fire, flood, storm, tidal wave or tsunami,
24 earthquake, act of terrorism, epidemic, extreme heat or cold event,
25 or other similar calamity that the Governor determines presents a
26 threat to public safety.

27 (c) "Housing assistance" means assistance available to
28 homeowners and renters to repair disaster-related damages not
29 covered by insurance or by other governmental financial assistance
30 programs, including, but not limited to, costs that are reasonable

1 and necessary to make the essential living areas of a primary
2 residence safe, sanitary, and functional.

3 (d) “Individual” means a person residing in California.

4 (e) “Individual and family grants” means housing assistance
5 and other needs assistance provided pursuant to this article.

6 (f) “Local emergency” means a condition of extreme peril to
7 persons or property proclaimed as such by the governing body of
8 the local agency affected, in accordance with Section 8630.

9 (g) “Other needs assistance” means assistance to offset expenses
10 and losses in income not covered by insurance or by other financial
11 assistance resources, including, but not limited to, any of the
12 following:

13 (1) Income losses.

14 (2) Costs to clean, repair, or replace essential personal property
15 items.

16 (3) Medical, dental, and funeral expenses resulting from the
17 local emergency.

18 (4) Other potentially eligible expenses authorized by the director.

19 (h) “Unusual circumstances” means unavoidable delays that
20 result from recurrence of a disaster, prolonged severe weather
21 within a one-year period, or other conditions beyond the control
22 of the applicant.

23 8688.3. (a) From the Disaster Assistance Fund, and subject to
24 the conditions specified in this article, the director shall allocate
25 funds to meet the cost of expenses for the purposes described in
26 subdivision (b).

27 (b) Moneys from the Disaster Assistance Fund may be used to
28 provide financial assistance to local agencies, community-based
29 organizations, and individuals for the following purposes:

30 (1) To fund local agency and community-based organization
31 personnel costs, equipment costs, translation services, and the cost
32 of supplies and materials used during disaster response activities,
33 incurred as a result of a state of emergency proclaimed by the
34 Governor, excluding the normal hourly wage costs of employees
35 engaged in emergency work activities.

36 (2) To reimburse local agencies or community-based
37 organizations that provide individual and family grants.

38 (3) To provide direct individual and family grants, including
39 housing assistance and other needs assistance, to individuals.

1 (4) To fund indirect administrative costs and any other assistance
2 deemed necessary by the director.

3 (5) To fund necessary and required site preparation costs for
4 evacuation and local assistance centers as deemed necessary by
5 the director.

6 8688.4. (a) When certified by the director, claims of
7 community-based organizations and local agencies shall be
8 presented to the Controller for payment out of funds made available
9 for that purpose.

10 (b) The director shall adopt regulations, as determined to be
11 necessary, to govern the administration of the program authorized
12 by this article in accordance with the Administrative Procedure
13 Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of
14 Division 3). These regulations shall include specific eligibility
15 requirements, a procedure for local agencies and community-based
16 organizations to request the implementation of this article, and a
17 method for evaluating these requests by the Office of Emergency
18 Services.

19 8688.5. An allocation may be made to a local agency,
20 community-based organization, or an individual, if, within 10 days
21 after the actual occurrence of a disaster, the local agency has
22 proclaimed a local emergency and that proclamation is acceptable
23 to the director, or upon the order of the Governor when a state of
24 emergency proclamation has been issued.

25 8688.6. A local agency, community-based organization, or an
26 individual shall make application to the director for state financial
27 assistance pursuant to this article within 60 days after the date of
28 the proclamation of a local emergency. The director may extend
29 the time for this filing only under unusual circumstances.

30 8688.7. The director shall develop procedures for a local agency
31 or community-based organization to receive an advance of funds
32 to expedite the delivery of individual and family grants following
33 a disaster.

34 SEC. 3. This act is an urgency statute necessary for the
35 immediate preservation of the public peace, health, or safety within
36 the meaning of Article IV of the California Constitution and shall
37 go into immediate effect. The facts constituting the necessity are:

1 In order to mitigate the extent and severe impact of recent
2 disasters on individuals and families, the Legislature finds and
3 declares it is necessary for this act to take effect immediately.

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Introduced by Senator Ochoa Bogh
(Coauthors: Senators Alvarado-Gil, Blakespear, Choi, Dahle, Hurtado, Jones, Niello, Seyarto, Valladares, Wahab, and Weber Pierson)

(Coauthors: Assembly Members Jeff Gonzalez, Hoover, Lackey, Sanchez, and Wallis)

February 20, 2025

An act to add Section 13009 to the Vehicle Code, relating to public safety.

LEGISLATIVE COUNSEL'S DIGEST

SB 664, as introduced, Ochoa Bogh. Vehicles: public safety: Blue Envelope Program.

Existing law establishes the Department of Motor Vehicles, tasked with issuance and renewal of licenses to drivers. Existing law requires the department to prescribe and provide suitable forms of applications, certificates of ownership, registration cards, driver's licenses, and all other forms that are deemed necessary.

This bill would, by January 1, 2027, require the department, in consultation with relevant stakeholders, to develop a Blue Envelope Program. Under the program, the bill would require the blue envelope to contain specified information for requesters with a condition or disability, as specified. The bill would also authorize others, including a parent or legal guardian of a passenger with a disability, to request a blue envelope.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 13009 is added to the Vehicle Code, to
2 read:

3 13009. (a) By January 1, 2027, the Department of Motor
4 Vehicles, in consultation with relevant stakeholders, shall develop
5 a Blue Envelope Program to promote inclusivity and enhanced
6 communication between law enforcement and community members
7 with a condition or disability where additional accommodations
8 or awareness may be helpful. The blue envelope developed in the
9 program shall contain the following:

10 (1) Printed information for the envelope’s holder regarding
11 traffic stop safety tips.

12 (2) Printed recommendations to the responding law enforcement
13 officer with interaction techniques to help promote enhanced
14 communication and accommodation between law enforcement
15 and community members.

16 (3) Blank area where the individual, or their emergency contact,
17 may add additional noteworthy comments pertaining to the
18 individual’s needs or requested accommodations.

19 (4) Blank area where the individual may write down the contact
20 information of their emergency contact person.

21 (b) Upon request by a person who is protected by the Americans
22 with Disabilities Act of 1990 (Public Law 101-336), a person who
23 has a condition and may need additional accommodations with
24 law enforcement, or a parent or other family member, legal
25 guardian, conservator, or driver of a passenger with a disability,
26 the department shall provide the requester a blue envelope. The
27 blue envelope shall be designed to hold a copy of the person’s
28 operator license, vehicle registration, and insurance card.

29 (c) This section does not prevent a law enforcement agency
30 from developing its own blue envelope or other products, including,
31 but not limited to, lanyards, seatbelt covers, decals, stickers,
32 wristbands, and keychains, so long as it follows the minimum
33 requirements set forth in this section.

34 (d) Although law enforcement has a duty to extend reasonable
35 accommodations or modifications in accordance with state and
36 federal disability rights laws, this section does not require a peace
37 officer to compromise their safety or the safety of others when

- 1 encountering a person who has presented a blue envelope or
- 2 associated products as described in subdivision (c).

O



CITY OF PALM

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

March 25, 2025

DRAFT

The Honorable Rosilicie Ochoa Bogh
California State Senate
1021 O Street, Room 7220
Sacramento, CA 95814

Re: SB 664 (Ochoa Bogh) – Blue Envelope Program – SUPPORT

Dear Senator Ochoa Bogh,

On behalf of the City of Palm Desert, I am pleased to express support for Senate Bill 664, which establishes the Blue Envelope Program to improve communication and safety between law enforcement and individuals with disabilities or conditions requiring additional accommodation during traffic stops.

Palm Desert recognizes the value of programs that enhance understanding and communication for individuals with disabilities. Notably, Palm Desert was the first municipality in California whose employees completed training to become a Certified Autism Center through the International Board of Credentialing and Continuing Education Standards (IBCCES). Our experience with autism certification has shown the importance of proactive tools and training that promote positive interactions and support the safety of both community members and public safety personnel.

SB 664 offers a voluntary and practical approach to improving traffic stop interactions by providing individuals and law enforcement with clear communication tools, including a standardized blue envelope containing essential information. This bill complements existing efforts to enhance understanding and promote public safety in cities like Palm Desert.

For these reasons, the City of Palm Desert respectfully supports SB 664.

Sincerely,

Jan C. Harnik
Mayor, City of Palm Desert

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF SUPPORT FOR SENATE BILL 346 (DURAZO) – TRANSIENT
OCCUPANCY TAXES AND SHORT-TERM RENTAL FACILITATORS

RECOMMENDATION:

Authorize the issuance of a letter of support for Senate Bill 346 (Durazo) relating to transient occupancy taxes and short-term rental facilitators.

BACKGROUND/ANALYSIS:

The League of California Cities is encouraging cities to submit letters of support for SB 346, which would strengthen cities' ability to enforce local ordinances relating to the collection and remittance of transient occupancy taxes (TOT) associated with short-term rentals.

SB 346 proposes to require short-term rental facilitators to provide local governments with assessor parcel numbers for each listed property and grant cities full audit authority related to TOT remittances. The bill aims to address challenges local agencies face in enforcing TOT ordinances, ensuring tax compliance, and addressing unpermitted short-term rental activity.

The City's ad hoc City Council Subcommittee on Legislative Affairs, consisting of Mayor Harnik and Mayor Pro Tem Trubee, has reviewed SB 346 and supports submitting a letter of support. A draft letter, consistent with the League's recommended format, is attached for the City Council's consideration. There is no immediate urgency for submittal, allowing for City Council action prior to issuing the letter.

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. Senate Bill 346
2. League of California Cities Support Letter
3. Draft Letter of Support

AMENDED IN SENATE MARCH 20, 2025

SENATE BILL

No. 346

Introduced by Senator Durazo
(Coauthor: Senator Allen)

February 12, 2025

An act to add Chapter 6.4 (commencing with Section 51043) to Part 1 of Division 1 of Title 5 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

SB 346, as amended, Durazo. Local agencies: transient occupancy taxes: short-term rental facilitator.

Existing law authorizes a local authority, by ordinance or resolution, to regulate the occupancy of a room or rooms, or other living space, in a hotel, inn, tourist home or house, motel, or other lodging for a period of less than 30 days.

This bill would authorize a local agency, defined to mean a city, county, or city and county, to enact an ordinance to require a short-term rental facilitator, as defined, to report, in the form and manner prescribed by the local agency, the assessor parcel number of each short-term rental, as defined, during the reporting period, as well as any additional information necessary to identify the property as may be required by the local agency. The bill would authorize the local agency to impose an administrative fine or penalty for failure to file the report, and would authorize the local agency to initiate an audit of a short-term rental facilitator, as described. The bill would require a short-term rental facilitator, in a jurisdiction that has adopted an ordinance, to include in the listing of a short-term rental any applicable local license number associated with the short-term rental and any transient occupancy tax

certification issued by a local agency. The bill would state these provisions do not preempt a local agency from adopting an ordinance that regulates short-term rentals, short-term rental facilitators, or the payment and collection of transient occupancy taxes in a manner that differs from those described in the bill.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. (a) Short-term rental facilitators are essentially
2 online marketplaces that allow “guests” seeking accommodations
3 and “hosts” offering accommodations to connect and enter rental
4 agreements with one another.

5 (b) Many cities and counties impose a transient occupancy tax
6 on guests who occupy those accommodations. The transient
7 occupancy tax is payable with the host’s charge for the
8 accommodation.

9 (c) It is the intent of the Legislature to authorize cities and
10 counties to adopt an ordinance that requires a short-term rental
11 facilitator to transmit information that allows cities and counties
12 to effectively enforce the payment of transient occupancy taxes
13 by guests in these accommodations.

14 (d) As determined by the Ninth Circuit Court of Appeals in
15 HomeAway.com, Inc. v. City of Santa Monica (9th Cir. 2019) 918
16 F.3d 676, requiring the transmittal of this information violates
17 neither the federal Communications Decency Act nor the First
18 Amendment.

19 SEC. 2. Chapter 6.4 (commencing with Section 51043) is added
20 to Part 1 of Division 1 of Title 5 of the Government Code, to read:

21
22 CHAPTER 6.4. THE SHORT-TERM RENTAL FACILITATOR ACT
23 OF 2025
24

25 51043. (a) This chapter shall be known, and may be cited, as
26 the “Short-Term Rental Facilitator Act of 2025.”

27 (b) This chapter shall only apply to a local agency that adopts
28 an ordinance that makes the provisions of this chapter applicable
29 within its jurisdictional boundaries.

1 51044. All of the following definitions shall apply for purposes
2 of this chapter:

3 (a) “Hotel” means a commercially operated hotel, motel, bed
4 and breakfast inn, or similar transient lodging establishment, when
5 all or part of the transient occupancy is or would be subject to tax
6 under Section 7280 of the Revenue and Taxation Code. For
7 purposes of this chapter, a “hotel” shall not include a short-term
8 rental facilitator as defined in subdivision (g).

9 (b) “Local agency” means a city, county, or city and county.

10 (c) “Marketplace” means a physical or electronic place,
11 including, but not limited to, a store, booth, internet website,
12 catalog, television or radio broadcast, or a dedicated sales software
13 application, where a marketplace seller facilitates the occupancy
14 of a short-term rental for delivery in this state regardless of whether
15 the short-term rental, marketplace seller, or marketplace has a
16 physical presence in this state.

17 (d) “Ordinance” refers to an ordinance of a local agency
18 imposing a transient occupancy tax.

19 (e) “Purchaser” means a person who is required to pay the
20 transient occupancy tax and who uses a short-term rental facilitator
21 to facilitate the occupation of a short-term rental within the
22 jurisdiction of the local agency imposing the transient occupancy
23 tax.

24 (f) “Short-term rental” means the occupancy of a home, house,
25 a room in a home or house, or other lodging that is not a hotel in
26 this state for a period of 30 consecutive days or less and under any
27 other circumstances specified by the local agency in its ordinance
28 that is facilitated by a short-term rental facilitator.

29 (g) “Short-term rental facilitator” means a person or entity that
30 facilitates for consideration, regardless of whether it is deducted
31 as fees from the transaction, the occupancy of a short-term rental
32 that is not owned by the person facilitating the rental, through a
33 marketplace operated by the person or a related person or entity,
34 and that does both of the following:

35 (1) Directly or indirectly, through one or more related persons,
36 engages in any of the following:

37 (A) Transmits or otherwise communicates the offer or
38 acceptance between the purchaser and the operator.

39 (B) Owns or operates the infrastructure, electronic or physical,
40 or technology that brings purchasers and operators together.

1 (C) Provides a virtual currency that purchasers are allowed or
 2 required to use to facilitate the occupancy of a short-term rental
 3 from the operator.

4 (D) Software development or research and development
 5 activities related to any of the activities described in paragraph
 6 (2), if such activities are directly related to facilitating short-term
 7 rentals.

8 (2) Directly or indirectly, through one or more related persons,
 9 engages in any of the following activities with respect to facilitating
 10 short-term rentals:

11 (A) Payment processing services.

12 (B) Listing homes, houses, or rooms in homes or houses, or
 13 other lodgings that are not a hotel or motel, and that are not owned
 14 by that person or a related person, for rental on a short-term basis.

15 (C) Setting prices.

16 (D) Branding short-term rentals as those of the short-term rental
 17 facilitator.

18 (E) Taking orders or reservations.

19 (h) “Transient Occupancy Tax” means a tax imposed by a local
 20 agency on the privilege of occupying a short-term rental as
 21 specified and defined by the local agency in its ordinance.

22 51045. For purposes of this chapter, a person is related to
 23 another person if both persons are related to each other pursuant
 24 to Section 267(b) of Title 26 of the United States Code, as that
 25 section was amended by Public Law 114-113, and the regulations
 26 thereunder.

27 51046. (a) Upon request by the local agency, each short-term
 28 rental facilitator shall report, in the form and manner prescribed
 29 by the local agency, the assessor parcel number of each short-term
 30 rental during the reporting period, as well as any additional
 31 information necessary to identify the property required by the local
 32 agency, including, but not limited to, ~~the physical address of the~~
 33 ~~host property marketplace identification number, website address,~~
 34 ~~listing identification number, and property type. to:~~

35 (1) *The physical address of the host property.*

36 (2) *The following information associated with the physical*
 37 *address of the host property:*

38 (A) *Marketplace identification number.*

39 (B) *Website address.*

40 (C) *Listing identification number.*

1 (D) *Property type.*

2 (b) A local agency may make the failure of a short-term rental
3 facilitator to report the information required by this section subject
4 to an administrative fine or penalty pursuant to Section 53069.4.

5 (c) (1) A local agency may conduct an audit or otherwise
6 examine the records of the short-term rental facilitator documenting
7 the receipt of the ~~local charge~~ *transient occupancy tax* due and
8 payable to the local agency.

9 (2) Any costs—~~association~~ *associated* with an audit or
10 examination shall be paid for by the local agency.

11 51047. A short-term rental facilitator shall include in the listing
12 of a short-term rental any applicable local license number
13 associated with the short-term rental and any transient occupancy
14 tax certification issued by a local agency.

15 51048. Nothing in this chapter shall be construed to preempt
16 a local agency from adopting an ordinance that regulates short-term
17 rentals, short-term rental facilitators, or the payment and collection
18 of transient occupancy taxes in a manner different from the
19 procedures prescribed in this chapter.

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February 26, 2025

The Honorable Maria Elena Durazo
Chair, Senate Local Government Committee
1021 O St., Room 7530
Sacramento, CA 95814

RE: SB 346 (Durazo) Local agencies: transient occupancy taxes: short-term rental facilitator.
CO-SPONSOR AND SUPPORT *(As Introduced on February 12, 2025)*

Dear Senator Durazo,

The League of California Cities (Cal Cities) is pleased to **co-sponsor** and **support** SB 346, which would better equip cities to enforce local ordinances related to the collection and remittance of transient occupancy taxes (TOT) for short-term rentals.

Short-term rentals are regulated exclusively at the local level via the adoption of an ordinance that often includes regulations on permitting, tax compliance, noise, parking, occupancy, as well as other responsibilities for hosts and short-term rental facilitators. In some instances, ordinances limit the number of short-term rentals allowed to operate lawfully, other ordinances ban short-term rentals entirely.

Short-term rentals can present numerous challenges to neighborhoods and adjacent property owners. They may create additional noise, traffic, parking, and public safety issues, decrease available housing stock, and in some cases turn residential neighborhoods into de-facto hotel rows, collectively creating additional demands on local public service providers.

Unfortunately, the enforcement of TOT ordinances and the collection and remittance of these taxes from short-term rentals can be inconsistent, even when voluntary collection agreements are in place with a short-term rental facilitator. Cities lack access to property addresses or other property-related information, even under these agreements, resulting in a difficult choice to either accept tax payments without any way to verify their accuracy and legality or attempt to collect taxes directly from property owners—a costly and time-consuming process. Meanwhile, short-term rental facilitators have full knowledge of these properties' locations and resist disclosing this information. Cities can only compel short-term rental facilitators to disclose this critical information through certain legal action, such as subpoenas. This is **not** how oversight of public dollars should work.

SB 346 would address the above issues by providing cities with the assessor parcel number of each short-term rental listed on the facilitator's website and full audit authority of TOT dollars. These changes would ensure the correct amount of TOT is being



collected and remitted and would allow for more efficient enforcement against unlicensed units.

If you have any questions, do not hesitate to contact me at btriffo@calcities.org.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'B' and 'T' followed by a long horizontal line.

Ben Triffo
Legislative Advocate

DRAFT

The Honorable Thomas Umberg
Chair, Senate Judiciary Committee
1021 O Street, Room 3240
Sacramento, CA 95814

RE: SB 346 (Durazo) Local Agencies: Transient Occupancy Taxes: Short-Term Rental Facilitators – SUPPORT

Dear Senator Umberg,

The City of Palm Desert supports SB 346, which would better equip cities to enforce local ordinances related to short-term rentals, including the collection and remittance of transient occupancy taxes (TOT).

Short-term rentals are regulated exclusively at the local level via the adoption of ordinances that often include regulations on permitting, tax compliance, noise, parking, occupancy, as well as other responsibilities for hosts and short-term rental facilitators. In some instances, ordinances limit the number of short-term rentals allowed to operate lawfully, while others ban short-term rentals entirely.

Unfortunately, the enforcement of TOT ordinances and the collection and remittance of these taxes from short-term rentals can be inconsistent, even when voluntary collection agreements are in place with a short-term rental facilitator. Cities often lack access to property addresses or other property-related information, even under these agreements, resulting in a difficult choice to either accept tax payments without any way to verify their accuracy and legality or attempt to collect taxes directly from property owners—a costly and time-consuming process. Meanwhile, short-term rental facilitators have full knowledge of these properties' locations and resist disclosing this information. This is not how oversight of public dollars should work.

SB 346 would address these issues by providing cities with the assessor parcel number of each short-term rental listed on the facilitator's website and full audit authority of TOT dollars. These changes would ensure the correct amount of TOT is being collected and remitted and would allow for more efficient enforcement against unlicensed units.

For these reasons, the City of Palm Desert supports SB 346.

Sincerely,

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF OPPOSITION TO SENATE BILL 79 (WIENER) – TRANSIT-ORIENTED DEVELOPMENT

RECOMMENDATION:

Authorize the issuance of a letter of opposition to Senate Bill 79 (Wiener) relating to transit-oriented development.

BACKGROUND/ANALYSIS:

The League of California Cities is encouraging cities to submit letters opposing SB 79, which would grant significant land use authority to transit agencies without requiring the production of housing, affordable or otherwise. SB 79 would mandate that cities ministerially approve residential and commercial projects up to seven stories in height and 120 units per acre within a half-mile of transit stops, regardless of local zoning, infrastructure capacity, or community input.

The bill would also grant transit agencies unlimited development authority on land they own or have easements on, extending beyond designated transit corridors.

Palm Desert has a certified Housing Element and is actively working to facilitate housing production consistent with community needs, desert-sensitive design, and infrastructure capacity. SB 79 would undermine these efforts by imposing one-size-fits-all development mandates that conflict with the City's General Plan, community vision, and local infrastructure limitations.

The ad hoc City Council Subcommittee on Legislative Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, has reviewed SB 79 and supports submitting a letter of opposition. A draft letter, consistent with the League of California Cities' recommended format and tailored to address Palm Desert's unique circumstances, is attached for the City Council's consideration. As there is no immediate deadline for submittal, staff has scheduled this item for City Council action prior to issuing the letter.

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. Senate Bill 79
2. League of California Cities – Opposition Letter
3. Draft Letter of Opposition

Introduced by Senator Wiener

January 15, 2025

An act to amend Section 54221 of, and to add Chapter 4.1.5 (commencing with Section 65912.155) to Division 1 of Title 7 of, the Government Code, and to add Section 21080.26.5 to the Public Resources Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 79, as amended, Wiener. Planning and zoning: housing development: transit-oriented development.

(1) Existing law prescribes requirements for the disposal of surplus land by a local agency. Existing law defines "surplus land" for these purposes to mean land owned in fee simple by any local agency for which the local agency's governing body takes formal action declaring that the land is surplus and is not necessary for the agency's use. Existing law defines "agency's use" for these purposes to include land that is being used for agency work or operations, as provided. Existing law exempts from this definition of "agency's use" certain commercial or industrial uses, except that in the case of a local agency that is a district, except a local agency whose primary purpose or mission is to supply the public with a transportation system, "agency's use" may include commercial or industrial uses or activities, as specified.

This bill would additionally include land leased to support public transit operations in the definition of "agency's use," as described above. The bill would also revise the definition of "agency's use" with respect to commercial or industrial uses to instead provide that a district

or a public transit operator may use land for commercial or industrial uses or activities, as described above.

(2) Existing law, the Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that contains certain mandatory elements, including a housing element. Existing law requires that the housing element include, among other things, an assessment of housing needs and an inventory of resources and constraints that are relevant to the meeting of these needs, including an inventory of land suitable for residential development, as provided. Existing law, for the 4th and subsequent revisions of the housing element, requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region, as specified, and requires the appropriate council of local governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each locality in the region.

Existing law, the Housing Accountability Act, among other things, requires a local agency that proposes to disapprove a housing development project, as defined, or to impose a condition that the project be developed at a lower density to base its decision on written findings supported by a preponderance of the evidence that specified conditions exist if that project complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time that the application was deemed complete. The act authorizes the applicant, a person who would be eligible to apply for residency in the housing development project or emergency shelter, or a housing organization may bring an action to enforce, as provided, and provides for penalties if the court finds that the local agency is in violation of specified provisions of the act.

This bill would require that a residential development proposed within a specified distance of a transit-oriented development (TOD) stop, as defined, be an allowed use on any site zoned for residential, mixed, commercial, or light industrial development, if the development complies with applicable requirements, as specified. The bill would establish requirements concerning height limits, density, and floor area ratio in accordance with a development's proximity to specified tiers of TOD stops, as provided. The bill would provide that a local government that denies a project meeting the requirements of these provisions located

in a high-resource area, as defined, would be presumed in violation of the Housing Accountability Act, as specified, and liable for penalties, as provided. The bill would specify that the a development proposed pursuant to these provisions is eligible for streamlined, ministerial approval pursuant to specified law, except that the bill would exempt a project under these provisions from specified requirements under that law.

The bill would require a proposed development to comply with specified requirements under existing law relating to the demolition of existing residential units. The bill would also authorize a transit agency to adopt objective standards for both residential and commercial development proposed pursuant to these provisions if the development would be constructed on land owned by the transit agency or on which the transit agency has a permanent operating easement, provided that the objective standards allow for the same or greater development intensity as allowed by local standards or applicable state law.

The bill would require the Department of Housing and Community Development to oversee compliance with the bill's provisions, including, but not limited to, promulgating specified standards relating to the inventory of land included within a county's or city's housing element. The bill would permit a local government to adopt an ordinance to implement these provisions, as provided, and would require the local government to submit a copy of this ordinance to the department within 60 days of adoption and the department to review the ordinance for compliance, as specified. If the department finds an ordinance is out of compliance, and a local government does not take specified steps to address compliance, the bill would require the department to notify the local government in writing and authorize the department to notify the Attorney General, as provided.

The bill would define various terms for its purposes and make related findings and declarations.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(3) Existing law, the California Environmental Quality Act (CEQA), requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires

a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA, until January 1, 2030, exempts from its requirements certain transportation-related projects if specified requirements are met, as provided. CEQA includes within these exempt transportation-related projects a public project for the institution or increase of bus rapid transit, bus, or light rail service, or other passenger rail service, that will be exclusively used by low-emission or zero-emission vehicles, on existing public rights-of-way or existing highway rights-of-way.

This bill would exempt from CEQA a public or private residential, commercial, or mixed-used project that, at the time the project application is filed, is located entirely or principally on land owned by a public transit agency, or fully or partially encumbered by an existing operating easement in favor of a public transit agency, and meets specified requirements. The bill would provide that, for a project that requires the construction of new passenger rail storage and maintenance facilities at a publicly or privately owned offsite location distinct from the principal project site, that project would be considered a wholly separate project from the project described in these provisions and shall not be exempt from CEQA.

(4) By increasing the duties of local officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Existing law, the Planning and Zoning Law, requires each city, county, or city and county to prepare and adopt a general plan for its jurisdiction that contains certain mandatory elements, including a housing element. Under existing law, a part of the housing element is an assessment of housing needs, which includes the locality's share of the regional housing need. Under existing law, the appropriate council of local governments, or for cities without a council of governments, the Department of Housing and Community Development, adopts a final regional housing need plan that allocates a share of the regional housing

~~need to each locality in the region. Existing law requires the Board of Directors of the San Francisco Bay Area Rapid Transit District to adopt by ordinance transit-oriented development (TOD) zoning standards for each station that establish minimum zoning requirements for height, density, parking, and floor area ratio that apply to an eligible TOD project, as provided, and authorizes developers of certain eligible TOD projects to submit an application for a development that is subject to a specified streamlined, ministerial approval process, as provided.~~

~~This bill would declare the intent of the Legislature to enact legislation that would make housing more affordable for California families, reduce greenhouse gas emissions, and enhance public transit systems by, among other things, requiring the upzoning of land near rail stations and rapid bus lines to encourage transit-oriented development. The bill would make related findings and declarations:~~

~~Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes. State-mandated local program: ~~no~~-yes.~~

The people of the State of California do enact as follows:

1 SECTION 1. Section 54221 of the Government Code is
2 amended to read:

3 54221. As used in this article, the following definitions shall
4 apply:

5 (a) (1) “Local agency” means every city, whether organized
6 under general law or by charter, county, city and county, district,
7 including school, sewer, water, utility, and local and regional park
8 districts of any kind or class, joint powers authority, successor
9 agency to a former redevelopment agency, housing authority, or
10 other political subdivision of this state and any instrumentality
11 thereof that is empowered to acquire and hold real property.

12 (2) The Legislature finds and declares that the term “district”
13 as used in this article includes all districts within the state,
14 including, but not limited to, all special districts, sewer, water,
15 utility, and local and regional park districts, and any other political
16 subdivision of this state that is a district, and therefore the changes
17 in paragraph (1) made by the act adding this paragraph that specify
18 that the provisions of this article apply to all districts, including
19 school, sewer, water, utility, and local and regional park districts
20 of any kind or class, are declaratory of, and not a change in,
21 existing law.

1 (b) (1) “Surplus land” means land owned in fee simple by any
2 local agency for which the local agency’s governing body takes
3 formal action in a regular public meeting declaring that the land
4 is surplus and is not necessary for the agency’s use. Land shall be
5 declared either “surplus land” or “exempt surplus land,” as
6 supported by written findings, before a local agency may take any
7 action to dispose of it consistent with an agency’s policies or
8 procedures. A local agency, on an annual basis, may declare
9 multiple parcels as “surplus land” or “exempt surplus land.”

10 (2) “Surplus land” includes land held in the Community
11 Redevelopment Property Trust Fund pursuant to Section 34191.4
12 of the Health and Safety Code and land that has been designated
13 in the long-range property management plan approved by the
14 Department of Finance pursuant to Section 34191.5 of the Health
15 and Safety Code, either for sale or for future development, but
16 does not include any specific disposal of land to an identified entity
17 described in the plan.

18 (3) Nothing in this article prevents a local agency from obtaining
19 fair market value for the disposition of surplus land consistent with
20 Section 54226.

21 (4) Notwithstanding paragraph (1), a local agency is not required
22 to make a declaration at a public meeting for land that is “exempt
23 surplus land” pursuant to subparagraph (A), (B), (E), (K), (L), or
24 (Q) of paragraph (1) of subdivision (f) if the local agency identifies
25 the land in a notice that is published and available for public
26 comment, including notice to the entities identified in subdivision
27 (a) of Section 54222, at least 30 days before the exemption takes
28 effect.

29 (c) (1) Except as provided in paragraph (2), “agency’s use”
30 shall include, but not be limited to, land that is being used, or is
31 planned to be used pursuant to a written plan adopted by the local
32 agency’s governing board, for agency work or operations,
33 including, but not limited to, utility sites, property owned by a port
34 that is used to support logistics uses, watershed property, land
35 being used for conservation purposes, land for demonstration,
36 exhibition, or educational purposes related to greenhouse gas
37 emissions, sites for broadband equipment or wireless facilities,
38 *land leased to support public transit operations*, and buffer sites
39 near sensitive governmental uses, including, but not limited to,
40 waste disposal sites, and wastewater treatment plants. “Agency’s

1 use” by a local agency that is a district shall also include land
2 disposed for uses described in subparagraph (B) of paragraph (2).

3 (2) (A) “Agency’s use” shall not include commercial or
4 industrial uses or activities, including nongovernmental retail,
5 entertainment, or office development. Property disposed of for the
6 sole purpose of investment or generation of revenue shall not be
7 considered necessary for the agency’s use.

8 (B) In the case of a local agency that is a ~~district, excepting~~
9 ~~those whose primary mission or purpose is to supply the public~~
10 ~~with a transportation system, district or a public transit operator,~~
11 “agency’s use” may include commercial or industrial uses or
12 activities, including nongovernmental retail, entertainment, or
13 office development or be for the sole purpose of investment or
14 generation of revenue if the agency’s governing body takes action
15 in a public meeting declaring that the use of the site will do one
16 of the following:

17 (i) Directly further the express purpose of agency work or
18 operations.

19 (ii) Be expressly authorized by a statute governing the local
20 agency, provided the district complies with Section 54233.5 if
21 applicable.

22 (d) (1) “Dispose” means either of the following:

23 (A) The sale of the surplus land.

24 (B) The entering of a lease for surplus land, which is for a term
25 longer than 15 years, inclusive of any extension or renewal options
26 included in the terms of the initial lease, entered into on or after
27 January 1, 2024.

28 (2) “Dispose” shall not mean either of the following:

29 (A) The entering of a lease for surplus land, which is for a term
30 of 15 years or less, inclusive of any extension or renewal options
31 included in the terms of the initial lease.

32 (B) The entering of a lease for surplus land on which no
33 development or demolition will occur, regardless of the term of
34 the lease.

35 (e) “Open-space purposes” means the use of land for public
36 recreation, enjoyment of scenic beauty, or conservation or use of
37 natural resources.

38 (f) (1) Except as provided in paragraph (2), “exempt surplus
39 land” means any of the following:

1 (A) Surplus land that is transferred pursuant to Section 25539.4
2 or 37364.

3 (B) Surplus land that is less than one-half acre in area and is
4 not contiguous to land owned by a state or local agency that is
5 used for open-space or low- and moderate-income housing
6 purposes.

7 (C) Surplus land that a local agency is exchanging for another
8 property necessary for the agency's use. "Property" may include
9 easements necessary for the agency's use.

10 (D) Surplus land that a local agency is transferring to another
11 local, state, or federal agency, or to a third-party intermediary for
12 future dedication for the receiving agency's use, or to a federally
13 recognized California Indian tribe. If the surplus land is transferred
14 to a third-party intermediary, the receiving agency's use must be
15 contained in a legally binding agreement at the time of transfer to
16 the third-party intermediary.

17 (E) Surplus land that is a former street, right-of-way, or
18 easement, and is conveyed to an owner of an adjacent property.

19 (F) (i) Surplus land that is to be developed for a housing
20 development, which may have ancillary commercial ground floor
21 uses, that restricts 100 percent of the residential units to persons
22 and families of low or moderate income, with at least 75 percent
23 of the residential units restricted to lower income households, as
24 defined in Section 50079.5 of the Health and Safety Code, with
25 an affordable sales price or an affordable rent, as defined in Section
26 50052.5 or 50053 of the Health and Safety Code, for 55 years for
27 rental housing, 45 years for ownership housing, and 50 years for
28 rental or ownership housing located on tribal trust lands, unless a
29 local ordinance or a federal, state, or local grant, tax credit, or other
30 project financing requires a longer period of affordability, and in
31 no event shall the maximum affordable sales price or rent level be
32 higher than 20 percent below the median market rents or sales
33 prices for the neighborhood in which the site is located.

34 (ii) The requirements of clause (i) shall be contained in a
35 covenant or restriction recorded against the surplus land at the time
36 of sale that shall run with the land and be enforceable against any
37 owner who violates the covenant or restriction and each successor
38 in interest who continues the violation.

39 (G) (i) Surplus land that is subject to a local agency's open,
40 competitive solicitation or that is put to open, competitive bid by

1 a local agency, provided that all entities identified in subdivision
2 (a) of Section 54222 will be invited to participate in the process,
3 for a housing or a mixed-use development that is more than one
4 acre and less than 10 acres in area, consisting of either a single
5 parcel, or two or more adjacent or non-adjacent parcels combined,
6 that includes not less than 300 residential units, and that restricts
7 at least 25 percent of the residential units to lower income
8 households, as defined in Section 50079.5 of the Health and Safety
9 Code, with an affordable sales price or an affordable rent, as
10 defined in Sections 50052.5 and 50053 of the Health and Safety
11 Code, for 55 years for rental housing, 45 years for ownership
12 housing, and 50 years for rental or ownership housing located on
13 tribal trust lands, unless a local ordinance or a federal, state, or
14 local grant, tax credit, or other project financing requires a longer
15 period of affordability.

16 (ii) The requirements of clause (i) shall be contained in a
17 covenant or restriction recorded against the surplus land at the time
18 of sale that shall run with the land and be enforceable against any
19 owner who violates the covenant or restriction and each successor
20 in interest who continues the violation.

21 (H) (i) Surplus land totaling 10 or more acres, consisting of
22 either a single parcel, or two or more adjacent or non-adjacent
23 parcels combined for disposition to one or more buyers pursuant
24 to a plan or ordinance adopted by the legislative body of the local
25 agency, or a state statute. That surplus land shall be subject to a
26 local agency's open, competitive solicitation process or put out to
27 open, competitive bid by a local agency, provided that all entities
28 identified in subdivision (a) of Section 54222 will be invited to
29 participate in the process for a housing or mixed-use development.

30 (ii) The aggregate development shall include the greater of the
31 following:

32 (I) Not less than 300 residential units.

33 (II) A number of residential units equal to 10 times the number
34 of acres of the surplus land or 10,000 residential units, whichever
35 is less.

36 (iii) At least 25 percent of the residential units shall be restricted
37 to lower income households, as defined in Section 50079.5 of the
38 Health and Safety Code, with an affordable sales price or an
39 affordable rent pursuant to Sections 50052.5 and 50053 of the
40 Health and Safety Code, for a minimum of 55 years for rental

1 housing, 45 years for ownership housing, and 50 years for rental
2 or ownership housing located on tribal trust lands, unless a local
3 ordinance or a federal, state, or local grant, tax credit, or other
4 project financing requires a longer period of affordability.

5 (iv) If nonresidential development is included in the
6 development pursuant to this subparagraph, at least 25 percent of
7 the total planned units affordable to lower income households shall
8 be made available for lease or sale and permitted for use and
9 occupancy before or at the same time with every 25 percent of
10 nonresidential development made available for lease or sale and
11 permitted for use and occupancy.

12 (v) A violation of this subparagraph is subject to the penalties
13 described in Section 54230.5. Those penalties are in addition to
14 any remedy a court may order for violation of this subparagraph.
15 A local agency shall only dispose of land pursuant to this
16 subparagraph through a disposition and development agreement
17 that includes an indemnification clause that provides that if an
18 action occurs after disposition violates this subparagraph, the
19 person or entity that acquired the property shall be liable for the
20 penalties.

21 (vi) The requirements of clauses (i) to (v), inclusive, shall be
22 contained in a covenant or restriction recorded against the surplus
23 land at the time of sale that shall run with the land and be
24 enforceable against any owner who violates the covenant or
25 restriction and each successor in interest who continues the
26 violation.

27 (I) A mixed-use development, which may include more than
28 one publicly owned parcel, that meets all of the following
29 conditions:

30 (i) The development restricts at least 25 percent of the residential
31 units to lower income households, as defined in Section 50079.5
32 of the Health and Safety Code, with an affordable sales price or
33 an affordable rent, as defined in Sections 50052.5 and 50053 of
34 the Health and Safety Code, for 55 years for rental housing, 45
35 years for ownership housing, and 50 years for rental or ownership
36 housing located on tribal trust lands, unless a local ordinance or a
37 federal, state, or local grant, tax credit, or other project financing
38 requires a longer period of affordability.

1 (ii) At least 50 percent of the square footage of the new
2 construction associated with the development is designated for
3 residential use.

4 (iii) The development is not located in an urbanized area, as
5 defined in Section 21094.5 of the Public Resources Code.

6 (J) (i) Surplus land that is subject to a valid legal restriction
7 that is not imposed by the local agency and that makes housing
8 prohibited, unless there is a feasible method to satisfactorily
9 mitigate or avoid the prohibition on the site. A declaration of
10 exemption pursuant to this subparagraph shall be supported by
11 documentary evidence establishing the valid legal restriction. For
12 the purposes of this section, “documentary evidence” includes,
13 but is not limited to, a contract, agreement, deed restriction, statute,
14 regulation, or other writing that documents the valid legal
15 restriction.

16 (ii) Valid legal restrictions include, but are not limited to, all of
17 the following:

18 (I) Existing constraints under ownership rights or contractual
19 rights or obligations that prevent the use of the property for
20 housing, if the rights or obligations were agreed to prior to
21 September 30, 2019.

22 (II) Conservation or other easements or encumbrances that
23 prevent housing development.

24 (III) Existing leases, or other contractual obligations or
25 restrictions, if the terms were agreed to prior to September 30,
26 2019.

27 (IV) Restrictions imposed by the source of funding that a local
28 agency used to purchase a property, provided that both of the
29 following requirements are met:

30 (ia) The restrictions limit the use of those funds to purposes
31 other than housing.

32 (ib) The proposed disposal of surplus land meets a use consistent
33 with that purpose.

34 (iii) Valid legal restrictions that would make housing prohibited
35 do not include either of the following:

36 (I) An existing nonresidential land use designation on the surplus
37 land.

38 (II) Covenants, restrictions, or other conditions on the property
39 rendered void and unenforceable by any other law, including, but
40 not limited to, Section 714.6 of the Civil Code.

1 (iv) Feasible methods to mitigate or avoid a valid legal
2 restriction on the site do not include a requirement that the local
3 agency acquire additional property rights or property interests
4 belonging to third parties.

5 (K) Surplus land that was granted by the state in trust to a local
6 agency or that was acquired by the local agency for trust purposes
7 by purchase or exchange, and for which disposal of the land is
8 authorized or required subject to conditions established by statute.

9 (L) Land that is subject to either of the following, unless
10 compliance with this article is expressly required:

11 (i) Section 17388, 17515, 17536, 81192, 81397, 81399, 81420,
12 or 81422 of the Education Code.

13 (ii) Part 14 (commencing with Section 53570) of Division 31
14 of the Health and Safety Code.

15 (M) Surplus land that is a former military base that was
16 conveyed by the federal government to a local agency, and is
17 subject to Article 8 (commencing with Section 33492.125) of
18 Chapter 4.5 of Part 1 of Division 24 of the Health and Safety Code,
19 provided that all of the following conditions are met:

20 (i) The former military base has an aggregate area greater than
21 five acres, is expected to include a mix of residential and
22 nonresidential uses, and is expected to include no fewer than 1,400
23 residential units upon completion of development or redevelopment
24 of the former military base.

25 (ii) The affordability requirements for residential units shall be
26 governed by a settlement agreement entered into prior to September
27 1, 2020. Furthermore, at least 25 percent of the initial 1,400
28 residential units developed shall be restricted to lower income
29 households, as defined in Section 50079.5 of the Health and Safety
30 Code, with an affordable sales price or an affordable rent, as
31 defined in Sections 50052.5 and 50053 of the Health and Safety
32 Code, for 55 years for rental housing, 45 years for ownership
33 housing, and 50 years for rental or ownership housing located on
34 tribal trust lands, unless a local ordinance or a federal, state, or
35 local grant, tax credit, or other project financing requires a longer
36 period of affordability.

37 (iii) Before disposition of the surplus land, the agency adopts
38 written findings that the land is exempt surplus land pursuant to
39 this subparagraph.

1 (iv) Before disposition of the surplus land, the recipient has
2 negotiated a project labor agreement consistent with the local
3 agency’s project stabilization agreement resolution, as adopted on
4 February 2, 2021, and any succeeding ordinance, resolution, or
5 policy, regardless of the length of the agreement between the local
6 agency and the recipient.

7 (v) The agency includes in the annual report required by
8 paragraph (2) of subdivision (a) of Section 65400 the status of
9 development of residential units on the former military base,
10 including the total number of residential units that have been
11 permitted and what percentage of those residential units are
12 restricted for persons and families of low or moderate income, or
13 lower income households, as defined in Section 50079.5 of the
14 Health and Safety Code.

15 A violation of this subparagraph is subject to the penalties
16 described in Section 54230.5. Those penalties are in addition to
17 any remedy a court may order for violation of this subparagraph
18 or the settlement agreement.

19 (N) Real property that is used by a district for an agency’s use
20 expressly authorized in subdivision (c).

21 (O) Land that has been transferred before June 30, 2019, by the
22 state to a local agency pursuant to Section 32667 of the Streets
23 and Highways Code and has a minimum planned residential density
24 of at least 100 dwelling units per acre, and includes 100 or more
25 residential units that are restricted to persons and families of low
26 or moderate income, with an affordable sales price or an affordable
27 rent, as defined in Sections 50052.5 and 50053 of the Health and
28 Safety Code, for 55 years for rental housing, 45 years for ownership
29 housing, and 50 years for rental or ownership housing located on
30 tribal trust lands, unless a local ordinance or a federal, state, or
31 local grant, tax credit, or other project financing requires a longer
32 period of affordability. For purposes of this subparagraph, not
33 more than 20 percent of the affordable units may be restricted to
34 persons and families of moderate income and at least 80 percent
35 of the affordable units must be restricted to lower income
36 households as defined in Section 50079.5 of the Health and Safety
37 Code.

38 (P) (i) Land that meets the following conditions:

39 (I) Land that is subject to a sectional planning area document
40 that meets both of the following:

1 (ia) The sectional planning area was adopted prior to January
2 1, 2019.

3 (ib) The sectional planning area document is consistent with
4 county and city general plans applicable to the land.

5 (II) The land identified in the adopted sectional planning area
6 document was dedicated prior to January 1, 2019.

7 (III) On January 1, 2019, the parcels on the land met at least
8 one of the following conditions:

9 (ia) The land was subject to an irrevocable offer of dedication
10 of fee interest requiring the land to be used for a specified purpose.

11 (ib) The land was acquired through a land exchange subject to
12 a land offer agreement that grants the land's original owner the
13 right to repurchase the land acquired by the local agency pursuant
14 to the agreement if the land will not be developed in a manner
15 consistent with the agreement.

16 (ic) The land was subject to a grant deed specifying that the
17 property shall be used for educational uses and limiting other types
18 of uses allowed on the property.

19 (IV) At least 25 percent of the units are dedicated to lower
20 income households, as defined in Section 50079.5 of the Health
21 and Safety Code, at an affordable rent, as defined by Section 50053
22 of the Health and Safety Code, or an affordable housing cost, as
23 defined by Section 50052.5 of the Health and Safety Code, and
24 subject to a recorded deed restriction for a period of 55 years for
25 rental units and 45 years for owner-occupied units, unless a local
26 ordinance or a federal, state, or local grant, tax credit, or other
27 project financing requires a longer period of affordability.

28 (V) The land is developed at an average density of at least 10
29 units per acre, calculated with respect to the entire sectional
30 planning area.

31 (VI) No more than 25 percent of the nonresidential square
32 footage identified in the sectional planning area document receives
33 its first certificate of occupancy before at least 25 percent of the
34 residential square footage identified in the sectional planning area
35 document has received its first certificate of occupancy.

36 (VII) No more than 50 percent of the nonresidential square
37 footage identified in the sectional planning area document receives
38 its first certificate of occupancy before at least 50 percent of the
39 residential square footage identified in the sectional planning area
40 document has received its first certificate of occupancy.

1 (VIII) No more than 75 percent of the nonresidential square
2 footage identified in the sectional planning area document shall
3 receive its first certificate of occupancy before at least 75 percent
4 of the residential square footage identified in the sectional planning
5 area document has received its first certificate of occupancy.

6 (ii) The local agency includes in the annual report required by
7 paragraph (2) of subdivision (a) of Section 65400 the status of
8 development, including the total square footage of the residential
9 and nonresidential development, the number of residential units
10 that have been permitted, and what percentage of those residential
11 units are restricted for persons and families of low or moderate
12 income, or lower income households, as defined in Section 50079.5
13 of the Health and Safety Code.

14 (iii) The Department of Housing and Community Development
15 may request additional information from the agency regarding
16 land disposed of pursuant to this subparagraph.

17 (iv) At least 30 days prior to disposing of land declared “exempt
18 surplus land,” a local agency shall provide the Department of
19 Housing and Community Development a written notification of
20 its declaration and findings in a form prescribed by the Department
21 of Housing and Community Development. Within 30 days of
22 receipt of the written notification and findings, the department
23 shall notify the local agency if the department has determined that
24 the local agency is in violation of this article. A local agency that
25 fails to submit the written notification and findings shall be liable
26 for a civil penalty pursuant to this subparagraph. A local agency
27 shall not be liable for the civil penalty if the Department of Housing
28 and Community Development does not notify the agency that the
29 agency is in violation of this article within 30 days of receiving
30 the written notification and findings. Once the department
31 determines that the declarations and findings comply with
32 subclauses (I) to (IV), inclusive, of clause (i), the local agency
33 may proceed with disposal of land pursuant to this subparagraph.
34 This clause is declaratory of, and not a change in, existing law.

35 (v) If the local agency disposes of land in violation of this
36 subparagraph, the local agency shall be liable for a civil penalty
37 calculated as follows:

38 (I) For a first violation, 30 percent of the greater of the final
39 sale price or the fair market value of the land at the time of
40 disposition.

- 1 (II) For a second or subsequent violation, 50 percent of the
2 greater of the final sale price or the fair market value of the land
3 at the time of disposition.
- 4 (III) For purposes of this subparagraph, fair market value shall
5 be determined by an independent appraisal of the land.
- 6 (IV) An action to enforce this subparagraph may be brought by
7 any of the following:
- 8 (ia) An entity identified in subdivisions (a) to (e), inclusive, of
9 Section 54222.
- 10 (ib) A person who would have been eligible to apply for
11 residency in affordable housing had the agency not violated this
12 section.
- 13 (ic) A housing organization, as that term is defined in Section
14 65589.5.
- 15 (id) A beneficially interested person or entity.
- 16 (ie) The Department of Housing and Community Development.
- 17 (V) A penalty assessed pursuant to this subparagraph shall,
18 except as otherwise provided, be deposited into a local housing
19 trust fund. The local agency may elect to instead deposit the penalty
20 moneys into the Building Homes and Jobs Trust Fund or the
21 Housing Rehabilitation Loan Fund. Penalties shall not be paid out
22 of funds already dedicated to affordable housing, including, but
23 not limited to, Low and Moderate Income Housing Asset Funds,
24 funds dedicated to housing for very low, low-, and
25 moderate-income households, and federal HOME Investment
26 Partnerships Program and Community Development Block Grant
27 Program funds. The local agency shall commit and expend the
28 penalty moneys deposited into the local housing trust fund within
29 five years of deposit for the sole purpose of financing newly
30 constructed housing units that are affordable to extremely low,
31 very low, or low-income households.
- 32 (VI) Five years after deposit of the penalty moneys into the
33 local housing trust fund, if the funds have not been expended, the
34 funds shall revert to the state and be deposited in the Building
35 Homes and Jobs Trust Fund or the Housing Rehabilitation Loan
36 Fund for the sole purpose of financing newly constructed housing
37 units located in the same jurisdiction as the surplus land and that
38 are affordable to extremely low, very low, or low-income
39 households. Expenditure of any penalty moneys deposited into the
40 Building Homes and Jobs Trust Fund or the Housing Rehabilitation

1 Loan Fund pursuant to this subdivision shall be subject to
2 appropriation by the Legislature.

3 (vi) For purposes of this subparagraph, the following definitions
4 apply:

5 (I) “Sectional planning area” means an area composed of
6 identifiable planning units, within which common services and
7 facilities, a strong internal unity, and an integrated pattern of land
8 use, circulation, and townscape planning are readily achievable.

9 (II) “Sectional planning area document” means a document or
10 plan that sets forth, at minimum, a site utilization plan of the
11 sectional planning area and development standards for each land
12 use area and designation.

13 (vii) This subparagraph shall become inoperative on January 1,
14 2034.

15 (Q) Land that is owned by a California public-use airport on
16 which residential uses are prohibited pursuant to Federal Aviation
17 Administration Order 5190.6B, Airport Compliance Program,
18 Chapter 20 -- Compatible Land Use and Airspace Protection.

19 (R) Land that is transferred to a community land trust, and all
20 of the following conditions are met:

21 (i) The property is being or will be developed or rehabilitated
22 as any of the following:

23 (I) An owner-occupied single-family dwelling.

24 (II) An owner-occupied unit in a multifamily dwelling.

25 (III) A member-occupied unit in a limited equity housing
26 cooperative.

27 (IV) A rental housing development.

28 (ii) Improvements on the property are or will be available for
29 use and ownership or for rent by qualified persons, as defined in
30 paragraph (6) of subdivision (c) of Section 214.18 of the Revenue
31 and Taxation Code.

32 (iii) (I) A deed restriction or other instrument, requiring a
33 contract or contracts serving as an enforceable restriction on the
34 sale or resale value of owner-occupied units or on the affordability
35 of rental units is recorded on or before the lien date following the
36 acquisition of the property by the community land trust.

37 (II) For the purpose of this clause, the following definitions
38 apply:

39 (ia) “A contract or contracts serving as an enforceable restriction
40 on the sale or resale value of owner-occupied units” means a

1 contract described in paragraph (11) of subdivision (a) of Section
2 402.1 of the Revenue and Taxation Code.

3 (ib) “A contract or contracts serving as an enforceable restriction
4 on the affordability of rental units” means an enforceable and
5 verifiable agreement with a public agency, a recorded deed
6 restriction, or other legal document described in subparagraph (A)
7 of paragraph (2) of subdivision (g) of Section 214 of the Revenue
8 and Taxation Code.

9 (iv) A copy of the deed restriction or other instrument shall be
10 provided to the assessor.

11 (S) (i) For local agencies whose primary mission or purpose is
12 to supply the public with a transportation system, surplus land that
13 is developed for commercial or industrial uses or activities,
14 including nongovernmental retail, entertainment, or office
15 development or for the sole purpose of investment or generation
16 of revenue, if the agency meets all of the following conditions:

17 (I) The agency has an adopted land use plan or policy that
18 designates at least 50 percent of the gross acreage covered by the
19 adopted land use plan or policy for residential purposes. The
20 adopted land use plan or policy shall also require the development
21 of at least 300 residential units, or at least 10 residential units per
22 gross acre, averaged across all land covered by the land use plan
23 or policy, whichever is greater.

24 (II) The agency has an adopted land use plan or policy that
25 requires at least 25 percent of all residential units to be developed
26 on the parcels covered by the adopted land use plan or policy made
27 available to lower income households, as defined in Section 50079
28 of the Health and Safety Code, at an affordable sales price or rented
29 at an affordable rent, as defined in Sections 50052.5 and 50053 of
30 the Health and Safety Code, for 55 years for rental housing and
31 45 years for ownership housing, unless a local ordinance or the
32 terms of a federal, state, or local grant, tax credit, or other project
33 financing requires a longer period of affordability. These terms
34 shall be included in the land use plan or policy and dictate that
35 they will be contained in a covenant or restriction recorded against
36 the surplus land at the time of disposition that shall run with the
37 land and be enforceable against any owner or lessee who violates
38 the covenant or restriction and each successor in interest who
39 continues the violation.

1 (III) Land disposed of for residential purposes shall issue a
 2 competitive request for proposals subject to the local agency’s
 3 open, competitive solicitation process or put out to open,
 4 competitive bid by the local agency, provided that all entities
 5 identified in subdivision (a) of Section 54222 are invited to
 6 participate.

7 (IV) Prior to entering into an agreement to dispose of a parcel
 8 for nonresidential development on land designated for the purposes
 9 authorized pursuant to this subparagraph in an agency’s adopted
 10 land use plan or policy, the agency, since January 1, 2020, must
 11 have entered into an agreement to dispose of a minimum of 25
 12 percent of the land designated for affordable housing pursuant to
 13 subclause (II).

14 (ii) The agency may exempt at one time all parcels covered by
 15 the adopted land use plan or policy pursuant to this subparagraph.

16 (2) Notwithstanding paragraph (1), a written notice of the
 17 availability of surplus land for open-space purposes shall be sent
 18 to the entities described in subdivision (b) of Section 54222 before
 19 disposing of the surplus land, provided the land does not meet the
 20 criteria in subparagraph (H) of paragraph (1), if the land is any of
 21 the following:

- 22 (A) Within a coastal zone.
- 23 (B) Adjacent to a historical unit of the State Parks System.
- 24 (C) Listed on, or determined by the State Office of Historic
 25 Preservation to be eligible for, the National Register of Historic
 26 Places.
- 27 (D) Within the Lake Tahoe region as defined in Section 66905.5.
- 28 (g) “Persons and families of low or moderate income” has the
 29 same meaning as provided in Section 50093 of the Health and
 30 Safety Code.

31 *SEC. 2. Chapter 4.1.5 (commencing with Section 65912.155)*
 32 *is added to Division 1 of Title 7 of the Government Code, to read:*

33
 34 *CHAPTER 4.1.5. TRANSIT-ORIENTED DEVELOPMENT*

35
 36 *65912.155. The Legislature finds and declares all of the*
 37 *following:*

- 38 (a) *California faces a housing shortage both acute and chronic,*
 39 *particularly in areas with access to robust public transit*
 40 *infrastructure.*

1 (b) Building more homes near transit access reduces housing
2 and transportation costs for California families, and promotes
3 environmental sustainability, economic growth, and reduced traffic
4 congestion.

5 (c) Public transit systems require sustainable funding to provide
6 reliable service, especially in areas experiencing increased density
7 and ridership. The state does not invest in public transit service
8 to the same degree as it does in roads, and the state funds a smaller
9 proportion of the state's major transit agencies' operations costs
10 than other states with comparable systems. Transit systems in
11 other countries derive significant revenue from transit oriented
12 development at and near their stations.

13 65912.156. For purposes of this chapter, the following
14 definitions apply:

15 (a) "Adjacent" means sharing a property line with a transit
16 station or stop, including any parcels that serve a parking or
17 circulation purpose related to the station or stop.

18 (b) "Department" means the Department of Housing and
19 Community Development.

20 (c) "Floor area ratio" means the ratio of net habitable square
21 footage dedicated to residential use to the area of the lot.

22 (d) "High-frequency commuter rail" means a commuter rail
23 service operating a total of at least six trains per hour during
24 weekday peak periods at any point in the past three years, or with
25 a service plan to implement that frequency in the next three years.

26 (e) "High-resource area" means a high-resource neighborhood
27 opportunity area, as used in the opportunity area maps published
28 annually by the California Tax Credit Allocation Committee and
29 the department.

30 (f) "Moderate-frequency commuter rail" means a commuter
31 rail service with a total of at least 24 daily trains per weekday and
32 service frequency below a total of 6 trains per hour during weekday
33 peak periods at any point in the past three years, or with a service
34 plan to implement that frequency in the next three years.

35 (g) "Net habitable square footage" means the finished and
36 heated floor area fully enclosed by the inside surface of walls,
37 windows, doors, and partitions, and having a headroom of at least
38 six and one-half feet, including working, living, eating, cooking,
39 sleeping, stair, hall, service, and storage areas, but excluding

1 garages, carports, parking spaces, cellars, half-stories, and
2 unfinished attics and basements.

3 (h) “Rail transit” has the same meaning as defined in Section
4 99602 of the Public Utilities Code.

5 (i) “Tier 1 transit-oriented development stop” means a
6 transit-oriented development stop served by rail transit, as defined
7 in Section 99602 of the Public Utilities Code, including, but not
8 limited to, high-frequency commuter rail and light rail transit that
9 uses fixed guideway facilities immediately adjacent to the
10 transit-oriented development stop, excluding those rail transit
11 services defined as part of Tier 2 or 3.

12 (j) “Tier 2 transit-oriented development stop” means a
13 transit-oriented development stop served by light rail transit run
14 by a public transit operator that uses fixed guideway facilities that
15 are not grade separated immediately adjacent to the
16 transit-oriented development stop, or fixed guideway or nonfixed
17 guideway bus service with frequencies of 15 minutes or better that
18 uses transit priority lanes for some or all of the route.

19 (k) “Tier 3 transit-oriented development stop” means a
20 transit-oriented development stop served by moderate-frequency
21 commuter rail service or ferry service.

22 (l) “Transit-oriented development stop” means a major transit
23 stop, as defined by Section 21155 of the Public Resources Code,
24 excluding any stop served by rail transit with a frequency of fewer
25 than 10 total trains per weekday.

26 65912.157. (a) A residential development within one-half or
27 one-quarter mile of a transit-oriented development stop shall be
28 an allowed use on any site zoned for residential, mixed,
29 commercial, or light industrial development, if the development
30 complies with the applicable of all of the following requirements:

31 (1) For a residential development within one-quarter mile of a
32 Tier 1 transit-oriented development stop, all of the following apply:

33 (A) A development may be built up to 75 feet high, or up to the
34 local height limit, whichever is greater.

35 (B) A local government shall not impose any maximum density
36 of less than 120 dwelling units per acre. The development
37 proponent may seek a further increased density in accordance
38 with applicable density bonus law.

1 (C) A local government shall not enforce any other local
2 development standard or combination of standards that would
3 prevent achieving a floor area ratio of up to 3.5.

4 (D) A development that otherwise meets the eligibility
5 requirements of Section 65915, including, but not limited to,
6 affordability requirements, shall be eligible for three additional
7 concessions pursuant to Section 65915.

8 (2) For a residential development within one-half mile of a Tier
9 1 transit-oriented development stop, all of the following apply:

10 (A) A development may be built up to 65 feet high, or up to the
11 local height limit, whichever is greater.

12 (B) A local government shall not impose any maximum density
13 standard of less than 100 dwelling units per acre. The
14 development proponent may seek a further increased density in
15 accordance with applicable density bonus law.

16 (C) A local government shall not enforce any other local
17 development standard or combination of standards that would
18 prevent achieving a floor area ratio of up to 3.

19 (D) A development that otherwise meets the eligibility
20 requirements of Section 65915, including, but not limited to,
21 affordability requirements, shall be eligible for two additional
22 concessions pursuant to Section 65915.

23 (3) For a residential development within one-quarter mile of a
24 Tier 2 transit-oriented development stop, all of the following apply:

25 (A) A development may be built up to 65 feet high, or up to the
26 local height limit, whichever is greater.

27 (B) A local government shall not impose any maximum density
28 standard of less than 100 dwelling units per acre. The development
29 proponent may seek a further increased density in accordance
30 with applicable density bonus law.

31 (C) A local government shall not enforce any other local
32 development standard or combination of standards that would
33 prevent achieving a floor area ratio of up to 3.

34 (D) A development that otherwise meets the eligibility
35 requirements of Section 65915, including, but not limited to,
36 affordability requirements, shall be eligible for two additional
37 concessions pursuant to Section 65915.

38 (4) For a residential development within one-half mile of a Tier
39 2 transit-oriented development stop, all of the following apply:

1 (A) A development may be built up to 55 feet high, or up to the
2 local height limit, whichever is greater.

3 (B) A local government shall not impose any maximum density
4 standard of less than 80 dwelling units per acre. The development
5 proponent may seek a further increased density in accordance
6 with applicable density bonus law.

7 (C) A local government shall not enforce any other local
8 development standard or combination of standards that would
9 prevent achieving a floor area ratio of up to 2.5.

10 (D) A development that otherwise meets the eligibility
11 requirements of Section 65915, including, but not limited to,
12 affordability requirements, shall be eligible for one additional
13 concession pursuant to Section 65915.

14 (5) For a residential development within one-quarter mile of a
15 Tier 3 transit-oriented development stop, all of the following apply:

16 (A) A development may be built up to 55 feet high, or up to the
17 local height limit, whichever is greater.

18 (B) A local government shall not impose any maximum density
19 standard of less than 80 dwelling units per acre. The development
20 proponent may seek a further increased density in accordance
21 with applicable density bonus law.

22 (C) A local government shall not enforce any other local
23 development standard or combination of standards that would
24 prevent achieving a floor area ratio of up to 2.5.

25 (D) A development that otherwise meets the eligibility
26 requirements of Section 65915, including, but not limited to,
27 affordability requirements, shall be eligible for one additional
28 concession pursuant to Section 65915.

29 (6) For a residential development within one-half mile of a Tier
30 3 transit-oriented development stop, all of the following apply:

31 (A) A development may be built up to 45 feet high, or up to the
32 local height limit, whichever is greater.

33 (B) A local government shall not impose any maximum density
34 standard of less than 60 dwelling units per acre. The development
35 proponent may seek a further increased density in accordance
36 with applicable density bonus law.

37 (C) A local government shall not enforce any other local
38 development standard or combination of standards that would
39 prevent achieving a floor area ratio of up to 2.

1 (b) Notwithstanding any other law, a parcel that meets any of
2 the eligibility criteria under subdivision (a) and is immediately
3 adjacent to a Tier 1, Tier 2, or Tier 3 transit-oriented development
4 stop shall be eligible for an adjacency intensifier to increase the
5 height limit by an additional 20 feet, the maximum density standard
6 by an additional 40 dwelling units per acre, and the floor area
7 ratio by 1.

8 (c) A development proposed pursuant to this section shall
9 comply with the antidisplacement requirements of Section 66300.6.
10 This subdivision shall apply to any city or county.

11 (d) A local government that denies a project meeting of the
12 requirements of this section that is located in a high-resource area
13 shall be presumed to be in violation of the Housing Accountability
14 Act (Section 65589.5) and liable for penalties pursuant to
15 subparagraph (B) of paragraph (1) of subdivision (k) of Section
16 65589.5, unless the local government demonstrates substantial
17 evidence that it has a health, life, or safety reason for denying the
18 project.

19 65912.158. Notwithstanding any other provision of this chapter,
20 a transit agency may adopt objective standards for both residential
21 and commercial developments proposed to be constructed on land
22 owned by the transit agency or on which the transit agency has a
23 permanent operating easement, if the objective standards allow
24 for the same or greater development intensity as that allowed by
25 local standards or applicable state law.

26 65912.159. A development project proposed pursuant to Section
27 65912.157 shall be eligible for streamlined ministerial approval
28 pursuant to Section 65913.4 in accordance with both of the
29 following:

30 (a) The proposed project shall be exempt from subparagraph
31 (A) of paragraph (4) of, paragraph (5) of, and clause (iv) of
32 subparagraph (A) of paragraph (6) of, subdivision (a) of Section
33 65913.4.

34 (b) The project shall comply with all other requirements of
35 Section 65913.4, including, but not limited to, the prohibition
36 against a site that is within a very high fire hazard severity zone,
37 pursuant to subparagraph (D) of paragraph (6) of subdivision (a)
38 of Section 65913.4.

39 65912.160. (a) The department shall oversee compliance with
40 this chapter, including, but not limited to, promulgating standards

1 *on how to account for capacity pursuant to this chapter in a city*
2 *or county's inventory of land suitable for residential development,*
3 *pursuant to Section 65583.2.*

4 *(b) (1) A local government may adopt an ordinance to*
5 *implement the provisions of this chapter, which may include*
6 *revisions to applicable zoning requirements on individual sites*
7 *within a transit-oriented development zone, provided that those*
8 *revisions maintain the average density allowed for the applicable*
9 *tier, or up to a 100-percent increase, subject to review by the*
10 *department pursuant to paragraph (3).*

11 *(2) An ordinance adopted to implement this section shall not*
12 *be considered a project under Division 13 (commencing with*
13 *Section 21000) of the Public Resources Code.*

14 *(3) (A) A local government shall submit a copy of any ordinance*
15 *adopted pursuant to this section to the department within 60 days*
16 *of adoption.*

17 *(B) Upon receipt of an ordinance pursuant to this paragraph,*
18 *the department shall review that ordinance and determine whether*
19 *it complies with this section. If the department determines that the*
20 *ordinance does not comply with this section, the department shall*
21 *notify the local government in writing and provide the local*
22 *government a reasonable time, not to exceed 30 days, to respond*
23 *before taking further action as authorized by this section.*

24 *(C) The local government shall consider any findings made by*
25 *the department pursuant to subparagraph (B) and shall do one of*
26 *the following:*

27 *(i) Amend the ordinance to comply with this section.*

28 *(ii) Adopt the ordinance without changes. The local government*
29 *shall include findings in its resolution adopting the ordinance that*
30 *explain the reasons the local government believes that the*
31 *ordinance complies with this section despite the findings of the*
32 *department.*

33 *(D) If the local government does not amend its ordinance in*
34 *response to the department's findings or does not adopt a*
35 *resolution with findings explaining the reason the ordinance*
36 *complies with this chapter and addressing the department's*
37 *findings, the department shall notify the local government and may*
38 *notify the Attorney General that the local government is in violation*
39 *of this section.*

1 65912.161. *The Legislature finds and declares that the state*
2 *faces a housing crisis of availability and affordability, in large*
3 *part due to a severe shortage of housing, and solving the housing*
4 *crisis therefore requires a multifaceted, statewide approach,*
5 *including, but not limited to, encouraging an increase in the overall*
6 *supply of housing, encouraging the development of housing that*
7 *is affordable to households at all income levels, removing barriers*
8 *to housing production, expanding homeownership opportunities,*
9 *and expanding the availability of rental housing, and is a matter*
10 *of statewide concern and is not a municipal affair as that term is*
11 *used in Section 5 of Article XI of the California Constitution.*
12 *Therefore, this chapter applies to all cities, including charter cities.*

13 SEC. 3. *Section 21080.26.5 is added to the Public Resources*
14 *Code, to read:*

15 21080.26.5. (a) *For the purposes of this section, “public*
16 *project” means a project constructed by either a public agency or*
17 *private entity, that, upon the completion of the construction, will*
18 *be operated by a public agency.*

19 (b) *This division shall not apply to a public or private*
20 *residential, commercial, or mixed-used project that, at the time*
21 *the project application is filed, is located entirely or principally*
22 *on land owned by a public transit agency, or fully or partially*
23 *encumbered by an existing operating easement in favor of a public*
24 *transit agency, and that includes at least one of the following:*

25 (1) *A project component identified in paragraphs (1) to (5),*
26 *inclusive, or paragraph (7) of subdivision (b) of Section 21080.25.*

27 (2) *A public project for passenger rail service facilities, other*
28 *than light rail service eligible under paragraph (5) of subdivision*
29 *(b) of Section 21080.25, including the construction,*
30 *reconfiguration, or rehabilitation of stations, terminals, rails,*
31 *platforms, or existing operations facilities, which will be exclusively*
32 *used by zero-emission or electric trains. The project shall be*
33 *located on land owned by a public transit agency, or land fully or*
34 *partially encumbered by an existing operating easement in favor*
35 *of a public transit agency, at the time the project application is*
36 *filed.*

37 (3) *An agreement between the project applicant and public*
38 *transit agency that owns the land or has the permanent operating*
39 *easement to finance transit capital infrastructure, transit*
40 *maintenance, or transit operations, including through a proposed*

1 *public financing district, community financing district, or tax*
2 *increment generated by the project.*

3 *(c) If a project described in subdivision (b) requires the*
4 *construction of new passenger rail storage and maintenance*
5 *facilities at a publicly or privately owned offsite location distinct*
6 *from the principal project site, then that project shall be considered*
7 *a wholly separate project from the project described in subdivision*
8 *(b) and shall not be exempt from this division. Any required*
9 *environmental review shall not affect or render invalid the*
10 *exemption provided in subdivision (b), regardless of whether the*
11 *project described in subdivision (b) cannot proceed unless the*
12 *offsite facilities are constructed.*

13 *SEC. 4. No reimbursement is required by this act pursuant to*
14 *Section 6 of Article XIII B of the California Constitution because*
15 *a local government or school district has the authority to levy*
16 *service charges, fees, or assessments sufficient to pay for the*
17 *program or level of service mandated by this act, within the*
18 *meaning of Section 17556 of the Government Code.*

19 ~~SECTION 1. (a) It is the intent of the Legislature to enact~~
20 ~~legislation that makes housing more affordable for California~~
21 ~~families, reduces greenhouse gas emissions, and enhances public~~
22 ~~transit systems.~~

23 ~~(b) Specifically, it is the intent of the Legislature that the~~
24 ~~legislation described in subdivision (a) do all of the following:~~

25 ~~(1) Require the upzoning of land near rail stations and rapid bus~~
26 ~~lines to encourage transit-oriented development.~~

27 ~~(2) Ensure that the degree of upzoning is proportional to the~~
28 ~~capacity of the adjacent transit network and the distance to transit~~
29 ~~stations, thereby maximizing the use of public transit infrastructure.~~

30 ~~(3) Integrate upzoning provisions into local jurisdictions'~~
31 ~~housing elements to align with statewide housing goals and~~
32 ~~promote compliance with the regional housing need allocation~~
33 ~~process.~~

34 ~~(4) Support transit agencies in increasing and diversifying their~~
35 ~~revenue sources beyond existing public subsidies and fare revenue~~
36 ~~either in this bill or in subsequent legislation, ensuring sustainable~~
37 ~~funding for operational and capital improvements necessary to~~
38 ~~meet increased demand resulting from upzoning initiatives.~~

39 ~~SEC. 2. (a) The Legislature finds and declares the following:~~

1 ~~(1) California faces a housing shortage both acute and chronic,~~
2 ~~particularly in areas with access to robust public transit~~
3 ~~infrastructure.~~

4 ~~(2) Building more homes near transit access reduces housing~~
5 ~~and transportation costs for California families, and promotes~~
6 ~~environmental sustainability, economic growth, and reduced traffic~~
7 ~~congestion.~~

8 ~~(3) Public transit systems require sustainable funding to provide~~
9 ~~reliable service, especially in areas experiencing increased density~~
10 ~~and ridership. The state does not invest in public transit service to~~
11 ~~the same degree as it does in roads, and the state funds a smaller~~
12 ~~proportion of the state's major transit agencies' operations costs~~
13 ~~than other states with comparable systems.~~

14 ~~(b) Therefore, it is the intent of the Legislature to address these~~
15 ~~challenges by enacting legislation to do the following:~~

16 ~~(1) Establishing a framework for transit-based upzoning that is~~
17 ~~sensitive to the capacity of existing and planned transit~~
18 ~~infrastructure.~~

19 ~~(2) Supporting local jurisdictions in integrating these upzoning~~
20 ~~requirements into their housing elements as part of their general~~
21 ~~plans.~~

22 ~~(3) Allowing local jurisdictions to be exempt from the upzoning~~
23 ~~provisions if they adopt higher intensity or more permissive zoning~~
24 ~~standards than those set by state law.~~

25 ~~(4) Ensuring that all eligible parcels may also benefit from the~~
26 ~~streamlining provisions under Section 65913.4 of the Government~~
27 ~~Code, provided they meet the labor, environmental, and other~~
28 ~~relevant standards outlined in the statute.~~

29 ~~(5) Granting transit agencies the authority to set residential and~~
30 ~~commercial zoning standards on properties they own or have a~~
31 ~~permanent operating easement on, provided that the residential~~
32 ~~and commercial zoning standards are higher intensity and more~~
33 ~~permissive than the zoning standards set by the local government.~~

34 ~~SEC. 3. In enacting the legislation described in Section 1, it is~~
35 ~~further the intent of the Legislature to do the following:~~

36 ~~(a) Consult with local governments, regional planning agencies,~~
37 ~~transit operators, housing advocates, environmental groups, and~~
38 ~~other stakeholders to develop effective and equitable upzoning~~
39 ~~criteria.~~

- 1 ~~(b) Require local jurisdictions to adopt and implement these~~
- 2 ~~transit-based upzoning policies in a timely and effective manner.~~
- 3 ~~(c) Monitor and evaluate the outcomes of transit-based upzoning~~
- 4 ~~policies to ensure alignment with the state's housing,~~
- 5 ~~environmental, and transportation goals.~~

O



March 26, 2025

The Honorable Scott Wiener
Senator, California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

**RE: SB 79 (Wiener) Transit-oriented Development
Notice of Opposition**

Dear Senator Scott Wiener,

The League of California Cities writes to express our strong opposition to your SB 79 (Wiener), which would disregard state-certified housing elements and bestow land use authority to transit agencies without any requirement that developers build housing, let alone affordable housing.

SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement, regardless of the distance from a transit stop. Transit agencies would have the power to determine all aspects of the development including height, density, and design, without any regard to local zoning or planning.

This broad new authority applies to both residential and commercial development. Transit agencies could develop 100% commercial projects — even at transit stops — and not provide a single new home, while simultaneously making the argument that more housing must be constructed around transit stops.

Cal Cities appreciates and respects your desire to pursue a housing production proposal. However, as currently drafted, SB 79 will not spur much-needed housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements.

California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, Cal Cities opposes SB 79. Please do not hesitate to contact me to discuss this in greater detail at (916) 658-8264.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Rhine".

Jason Rhine, Senior Director, Legislative Affairs

DRAFT

The Honorable Scott Wiener
Senator, California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

**RE: SB 79 (Wiener) Transit-oriented Development
Notice of Opposition**

Dear Senator Wiener,

The City of Palm Desert respectfully submits this letter in strong opposition to SB 79, which undermines locally adopted and state-certified housing elements by granting land use authority to transit agencies — entities not charged with local planning — without requiring that housing, affordable or otherwise, be delivered.

Palm Desert is deeply committed to doing its part to address the statewide housing crisis. We have adopted a compliant Housing Element and are actively facilitating housing production through thoughtful, community-based planning. However, SB 79 disregards these efforts by imposing a blanket upzoning mandate within a half-mile of transit stops, requiring cities to ministerially approve projects up to seven stories in height and 120 units per acre, regardless of infrastructure capacity, community input, or environmental concerns.

SB 79 would have a significant and disruptive impact on Palm Desert:

- **Incompatible Development Patterns:** Palm Desert is a master-planned community that prioritizes sustainable desert-sensitive development. The bill's one-size-fits-all approach is incompatible with the City's unique land use and design considerations, including height limitations, view preservation, and water-wise development.
- **Transit Agency Overreach:** SB 79 grants unlimited authority to transit agencies on lands they own or control, including properties far from meaningful transit corridors. This removes Palm Desert's ability to ensure that development is compatible with the surrounding community and infrastructure capacity, including water supply and traffic circulation.
- **Undermines Public Engagement:** Palm Desert residents have actively participated in shaping our General Plan, Housing Element, and zoning ordinances. SB 79 would sideline these voices in favor of ministerial approvals without meaningful public input or environmental review.

While we appreciate the intent to increase housing production near transit, SB 79 is not the answer. It fails to ensure the construction of affordable or even market-rate housing while simultaneously stripping cities of meaningful oversight. Instead, the Legislature should focus on sustained, robust investment in housing and infrastructure that respects local decision-making.

For these reasons, the City of Palm Desert respectfully opposes SB 79.

Sincerely,

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RESOLUTION ADOPTING ADMINISTRATIVE POLICY CLRK-003 -
LEGISLATIVE AND INTERGOVERNMENTAL LETTERS

RECOMMENDATION:

Adopt a resolution entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS.”

BACKGROUND/ANALYSIS:

The City of Palm Desert regularly receives requests to issue letters of support or opposition regarding proposed legislation, regional initiatives, partner agency projects, and funding opportunities. While the City has an informal process in place for evaluating and issuing these letters, a formal policy has not previously been adopted.

Administrative Policy CLRK-003 establishes a consistent, transparent, and Brown Act–compliant process for issuing legislative and intergovernmental letters. The policy formalizes current practices and includes the following provisions:

- The Mayor and Mayor Pro Tem may authorize time-sensitive letters on behalf of the City, subject to City Council ratification.
- If a letter is controversial or if the Mayor and Mayor Pro Tem are not in agreement, the item will be agendaized for City Council discussion and direction.
- If both the Mayor and Mayor Pro Tem oppose a letter, the matter may only proceed if a Councilmember independently requests agendaizing the item.
- The City Manager may require any proposed letter to be brought before the City Council.
- At staff’s request, the Mayor may sign letters requesting funding or grants for City-initiated projects without Council ratification.
- A non-deliberative review process is included to allow remaining Councilmembers to raise concerns about draft letters when time permits.
- If a letter is issued by the Mayor and Mayor Pro Tem and the City Council later declines to ratify it, the letter will be considered withdrawn, and the City Clerk will notify the requesting agency accordingly.

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 Resolution
2. Exhibit A - Policy CLRK-003, Legislative and Intergovernmental Letters

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING ADMINISTRATIVE POLICY CLRK-003 - LEGISLATIVE AND INTERGOVERNMENTAL LETTERS

WHEREAS, the City of Palm Desert frequently receives requests to issue letters of support or opposition for legislation, funding applications, and initiatives advanced by other agencies, jurisdictions, or regional partners; and

WHEREAS, the City has historically relied on an informal process for evaluating and authorizing such correspondence, often involving the Mayor and Mayor Pro Tem; and

WHEREAS, the City Council desires to establish a consistent, transparent, and accountable framework to guide the issuance of such letters while complying with the Ralph M. Brown Act and the Palm Desert Municipal Code; and

WHEREAS, Administrative Policy CLRK-003 – Legislative and Intergovernmental Letters, attached hereto as Exhibit “A,” formalizes existing practices, provides procedures for Councilmember notification and input, and clarifies the authority of the Mayor, Mayor Pro Tem, and City Manager in the issuance of legislative correspondence.

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

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

SECTION 2. The City Council hereby approves Administrative Policy CLRK-003 – Legislative and Intergovernmental Letters, attached hereto as Exhibit “A,” and incorporated herein by this reference.

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, hereby certify that Resolution No. 2025-__ 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 ADMINISTRATIVE PROCEDURES	
	<i>Subject</i>	Legislative and Intergovernmental Letters
	<i>Policy No.</i>	CLRK-003
	<i>Date</i>	Issued: April 10, 2025 Amended: N/A
	<i>Approved by</i>	Resolution No. {2025-XX}
	<i>Authored by</i>	City Clerk Department

I. PURPOSE

To establish a consistent and transparent process for reviewing, approving, and issuing legislative and intergovernmental letters on behalf of the City of Palm Desert. This includes letters of support or opposition related to pending legislation, regional initiatives, partner agency projects, and funding requests.

II. SCOPE

This policy applies to all departments and officials involved in the preparation and issuance of formal correspondence representing the City’s position on legislative matters, intergovernmental partnerships, or project-related funding efforts.

III. DEFINITIONS

- A. **Legislative/Intergovernmental Letters:** Formal correspondence expressing support or opposition to proposed legislation, initiatives, or projects initiated by external jurisdictions or agencies, such as regional hospitals, universities (e.g., California State University, University of California, Riverside), the Coachella Valley Association of Governments (CVAG), or other cities.
- B. **City-Initiated Projects:** Projects or funding efforts led by the City of Palm Desert.
- C. **Controversial:** Politically sensitive items that have divided community interest or may significantly impact the City’s policies, resources, or strategic direction.

IV. GENERAL POLICIES

- A. **Authorization for Issuance:** The Mayor and Mayor Pro Tem may authorize time-sensitive legislative or intergovernmental letters on behalf of the City. Letters authorized by the Mayor and Mayor Pro Tem shall be placed on the next available City Council agenda for formal ratification.

If the City Council does not ratify a previously issued letter, the letter shall be considered withdrawn. The City Clerk shall notify the requesting agency in writing that the City Council did not ratify the correspondence.

B. Handling of Controversial or Split-Support Letters:

- 1) If the Mayor and Mayor Pro Tem are not in agreement on a letter, or if the matter is deemed controversial, the item shall be agendized for City Council discussion and direction.
- 2) If both the Mayor and Mayor Pro Tem oppose the issuance of a letter, the matter shall not proceed unless a member of the City Council independently requests that the item be placed on a future agenda. In such cases, the City Manager or City Clerk shall agendize the matter in accordance with the Palm Desert Municipal Code § 2.36.060.

C. City Manager Safeguard Role: The City Manager may direct that any proposed letter, regardless of support from the Mayor and Mayor Pro Tem, be submitted to the City Council for consideration, particularly if the matter is politically sensitive or controversial.

D. Exception for City-Initiated Funding Support: At the request of City staff, the Mayor may sign letters requesting funding or grants for City-initiated projects without City Council ratification.

E. Councilmember Notification and Input (Non-Deliberative):

In the interest of transparency, a draft legislative or intergovernmental letter proposed for issuance by the Mayor and Mayor Pro Tem will be distributed by the City Manager or City Clerk to the remaining City Councilmembers for individual review, if time permits. Councilmembers may raise individual concerns or objections to the City Manager or City Clerk. Staff shall not share other Councilmembers' positions or facilitate discussion outside a public meeting. If any concern is raised, the City Manager or City Clerk shall notify the Mayor and Mayor Pro Tem that a concern was received. The Mayor and Mayor Pro Tem may then:

- 1) Proceed with the letter as drafted
- 2) Agendize the item for City Council consideration
- 3) Revise or withhold the letter

V. TRANSACTIONAL PROCEDURES

- A. Departments may propose letters for consideration, which shall be routed through the City Manager and City Clerk for coordination.
- B. The City Clerk shall maintain a record of all legislative and intergovernmental letters issued, including those authorized administratively and those ratified by the City Council.
- C. Letters requiring ratification shall be placed on the next available City Council agenda, typically under the Consent Calendar, unless otherwise requested.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RESOLUTION ESTABLISHING THE PUBLIC AFFAIRS MARKETING
PANEL AND CLARIFYING MEMBERSHIP ELIGIBILITY REQUIREMENTS
AND APPOINTMENTS

RECOMMENDATION:

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 AND RESCINDING RESOLUTION NO. 2025-012.”

BACKGROUND/ANALYSIS:

On February 27, 2025, the City Council approved the dissolution of the Marketing Committee and the creation of the Public Affairs Marketing Panel to streamline the advisory process. This new panel reports directly to the Public Affairs Manager, providing greater flexibility in meeting logistics, including the option for virtual meetings.

Following a recent resident inquiry, staff identified potentially ambiguous language in the eligibility criteria for panel membership. Specifically, it was unclear whether members must be working marketing professionals representing one of the following business sectors: large hotels, small hotels, large retailers, small retailers, shopping centers, restaurants, cultural, visual, or performing arts, real estate, local attractions, and marketing professionals.

To eliminate this ambiguity, staff recommends that the City Council rescind Resolution No. 2025-012 and adopt the attached resolution. The revised language explicitly states that members must be employed within the Coachella Valley in one of the designated sectors at the time of appointment and throughout their term of service.

In addition, Resolution No. 2025-012 currently delegates sole authority for appointments to the Public Affairs Manager. To preserve City Council involvement in the appointment process, staff recommends that the City Council Ad Hoc Subcommittee on Boards and Commissions and the Public Affairs Manager participate in candidate interviews, with appointments made by a majority vote of the three-member panel. If the Ad Hoc Subcommittee is not in place, the Mayor and Mayor Pro Tem shall serve in its place.

On March 19, 2025, staff consulted with the Ad Hoc Subcommittee on Boards and Commissions, composed of Mayor Harnik and Councilmember Pradetto. The subcommittee concurred with the proposed changes and directed staff to prepare a resolution reflecting the clarified eligibility requirements and the revised appointment process.

Legal Review:

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

FINANCIAL IMPACT:

There is no financial impact related to this action.

ATTACHMENT:

1. Resolution

RESOLUTION NO. 2025-_____

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 AND RESCINDING RESOLUTION NO. 2025-012

WHEREAS, on February 27, 2025, the City Council adopted Resolution No. 2025-012, establishing the Public Affairs Marketing Panel to replace the Marketing Committee, with the goal of streamlining the advisory process by creating a panel that reports directly to the Public Affairs Manager, thereby allowing for more flexible meeting arrangements, including virtual meetings; and

WHEREAS, it has been the City's established practice and interpretation that members of the Marketing Committee must be actively employed professionals representing one of the following business sectors: large hotels, small hotels, large retailers, small retailers, shopping centers, restaurants, cultural, visual, or performing arts, real estate, local attractions, and marketing professionals; and

WHEREAS, to eliminate any ambiguity regarding membership eligibility, it is recommended that the City Council rescind Resolution No. 2025-012 and adopt this resolution to explicitly clarify that members must be currently employed within the Coachella Valley in one of the aforementioned business sectors at the time of appointment and throughout their term of service; and

WHEREAS, the City Council also desires to preserve its involvement in the appointment process by requiring that appointments to the Public Affairs Marketing Panel be made by a majority vote of a three-member panel consisting of the City Council Ad Hoc Subcommittee on Boards and Commissions and the Public Affairs Manager; and

WHEREAS, if the Ad Hoc Subcommittee on Boards and Commissions is not established at the time of appointment, the Mayor and Mayor Pro Tem shall serve in its place.

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. **Members must be currently employed within the Coachella Valley in one of these fields at the time of appointment and throughout their term of service.**

SECTION 6. Appointments and Removal. Appointments to the Public Affairs Marketing Panel shall be made by a majority vote of a three-member panel composed of the City Council Ad Hoc Subcommittee on Boards and Commissions and the Public Affairs Manager. If the Ad Hoc Subcommittee is not established at the time of appointment, the Mayor and Mayor Pro Tem shall serve in its place. 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 8. 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 9. 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 10. 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 _____, 2025.

JAN C. 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. 2025-__ 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: April 10, 2025

PREPARED BY: Monique Lomeli, Senior Deputy Clerk

SUBJECT: ACCEPTANCE OF A RESIGNATION FROM THE CIVIC ENGAGEMENT
COMMITTEE

RECOMMENDATION:

With regret, accept the resignation of Brooke Beare Stjerne from the Civic Engagement Committee.

BACKGROUND/ANALYSIS:

On September 15, 2022, Brooke Beare Sterne was appointed to the Civic Engagement Committee for a term ending on June 30, 2024. On June 27, 2024, Ms. Beare Sterne was reappointed to the Committee for a term ending on June 30, 2028. On March 24, 2025, Ms. Beare Sterne informed the City of her resignation, effective immediately.

Legal Review:

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

FINANCIAL IMPACT:

There is no fiscal impact associated with this report.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Ivan Tenorio, Homeless and Supportive Services Manager

SUBJECT: HOMELESSNESS TASK FORCE 2025 ANNUAL WORK PLAN

RECOMMENDATION:

Approve the 2025 Homelessness Task Force Annual Work Plan.

BACKGROUND/ANALYSIS:

On November 4, 2024, the Homelessness Task Force reviewed and approved six key categories designed to build an effective System of Care for individuals experiencing homelessness in the City. As part of this process, two categories were renamed to better reflect their scope and objectives:

- Housing to Bridge Housing
- Supportive Services to Crisis Intervention and Prevention

Additionally, a new sixth category, Homeless Prevention Resources, was included to further enhance the City's comprehensive approach to homelessness.

To support the development of the 2025 Homelessness Task Force Annual Work Plan, Task Force members completed a survey to assess services within these six categories. The survey results were incorporated into the Work Plan, ensuring alignment with Task Force preferences.

Staff is requesting that the City Council approve and ratify the Work Plan to solidify the City's commitment to these initiatives.

2025 Homelessness Task Force Annual Work Plan

These six categories are as follows:

	Category	Services
1.	Outreach & Engagement	Street outreach, case management, linkage to permanent supportive housing, linkage to treatment centers, and vital documentation. Also focus on hotspots as they appear or cause concerns for the community.
2.	Shelter	5 beds at CVRM with the option to increase or decrease bed count, renew agreement for next Fiscal Year 25/26, consider and include a transportation services element to the agreement.
3.	Bridge Housing	Continue partnership with CVAG's CV Housing First program and gather refined metrics.
4.	Crisis Intervention and Prevention	Prioritizes strengthened coordination with County Behavioral Health resources, including CBAT and Mobile Crisis Teams, to improve responsiveness to mental health crises.

5.	Community Programs	Focuses on enhancing visibility and access to essential services through an upgraded City website and comprehensive resource directories.
6.	Homeless Prevention Resources	Work with the City’s Housing Authority on connecting with the low-income community complexes to provide resources for families who may need assistance.

Staff recommends that the City Council approve and ratify the 2025 Homelessness Task Force Annual Work Plan to ensure continued progress in addressing homelessness. By reinforcing service priorities, strengthening partnerships, and expanding preventive efforts, the City will enhance its System of Care and provide meaningful support to its most vulnerable residents.

FINANCIAL IMPACT:

Homeless Services Program costs are covered by Opioid Settlement and Permanent Local Housing Allocation (PLHA) Funding. Therefore, there is no direct impact on the General Fund.

**CITY OF PALM DESERT
STAFF REPORT**

MEETING DATE: April 10, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst

SUBJECT: PUBLIC SAFETY COMMITTEE 2025 WORK PLAN

RECOMMENDATION:

Approve the Public Safety Committee’s 2025 Work Plan.

BACKGROUND/ANALYSIS:

The Public Safety Committee (PSC) now meets every other month to review law enforcement operations and public safety matters, providing recommendations to the City Council as needed.

At the February 11, 2025, meeting, staff presented a proposed work plan outlining six potential areas of focus. Committee members were invited to review and provide feedback. At the March 11, 2025, meeting, the committee identified three key priority areas for the 2025 work plan:

Priority	Description
1. Community Policing	Strengthen collaboration with the Riverside County Sheriff’s Department to enhance community policing efforts and engagement.
2. Public Safety Budget, Emergency Preparedness, and Fire Inspections for Businesses and Buildings	Monitor and review the public safety budget to ensure alignment with community safety priorities. Assess the effectiveness of fire inspection services for local businesses and buildings.
3. Innovative Technology	Explore and evaluate emerging technologies that can improve public safety services and enhance operational efficiency.

To ensure comprehensive oversight and equitable distribution of responsibilities, the committee established subcommittees for each priority area during its March 11, 2025, meeting. These subcommittees will facilitate in-depth analysis and ensure ongoing progress across all focus areas.

Appointed Body Recommendation:

This item was presented to the Public Safety Committee at its March 11, 2025 meeting, where a motion was passed to proceed with the proposed work plan.

FINANCIAL IMPACT:

There is no fiscal impact associated with adoption of the work plan.

**CITY OF PALM DESERT/
HOUSING AUTHORITY BOARD
STAFF REPORT**

MEETING DATE: April 10, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: APPROVE CHANGE ORDER NO. 1 TO C47750 WITH WEST COAST ARBORISTS, INC., OF INDIO, CA, FOR ADDITIONAL ARBORICULTURAL SERVICES (PROJECT NO. MLS00026)

RECOMMENDATION:

1. Approve Change Order No. 1 to C47750 with West Coast Arborists, Inc. of Indio, CA, for additional arboricultural services to increase compensation in an amount not to exceed \$275,000; for a total annual amount of \$1,389,125.
2. Authorize the City Attorney to make any necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute said Change Order.

BACKGROUND/ANALYSIS:

On June 13, 2024, the City Council approved Contract No. C47750 with West Coast Arborist, Inc., for a term of three years, with an option of two, one-year extensions. The contract was awarded following a competitive bidding process in which two pre-proposal meetings were held, and the selected vendor was evaluated by staff using criteria established in the Request for Proposals. This contract consolidates several annual tree maintenance services such as palm tree pruning, broadleaf tree pruning, emergency removal, and tree planting work into one comprehensive contract and vendor. This contracting method reduces excess fees for mobilization and special equipment, and additional cost savings are achieved through improved administrative efficiency, reducing staff time. It also covers the City's entire Urban Forest, which includes parks, medians, City-maintained properties, Desert Willow Golf Resort, and the Palm Desert Housing Authority properties. Neighboring cities such as Indio, Coachella, and Palm Springs adopted this unified tree maintenance model and have found this type of agreement beneficial.

This year, staff have adopted a more proactive approach to tree maintenance, focusing on tree encroachment, viewing corridors, and safety concerns. The extended summer heat of 2024 led to increased limb removal and tree replacement efforts across the city. Additionally, thinning vegetated areas at Desert Willow Golf Resort remains a priority to reduce fire risk and maintain a well-manicured appearance. The resort continues to experience above-average visitor turnout, with the development of DSRT Surf drawing even more attention to the area. The proposed amendment continues proactive tree management throughout the City by addressing these concerns and allows work to start prior to the end of the fiscal year when the focus seasonally turns to palm pruning activities instead.

Legal Review:

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

Appointed Body Recommendation:

The Housing Commission reviewed the recommendation to award C47750 at its regular meeting on May 8, 2024. The Housing Authority is not affected by the proposed Change Order, and it has therefore not been considered by the Housing Commission. Housing Authority staff have been made aware of the proposed Change Order.

Strategic Plan:

Parks & Recreation, Priority 1 states in part, “Prepare for the financial requirements of maintaining existing parks to the highest level of service”. This request also furthers the Authority’s mission “to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing”.

FINANCIAL IMPACT:

Funds have been included in the FY 2024-25 operating budget in the appropriate City, Desert Willow, Assessment Districts, and Housing Authority accounts. Funds for planned additional work in FY 2025-26 will be included in the proposed budget for the appropriate Desert Willow and Landscape Services accounts.

Currently, the Public Works Operations Budget has available funds in the amount of \$1,435,000 exclusively for tree maintenance, covering annual pruning and emergency work such as wind damage, vandalism, and vehicle accidents. The proposed change order will increase the total not-to-exceed contract amount by \$275,000, increasing it to \$1,389,125 across all funds. The costs will be allocated between the City, Desert Willow, and the Housing Authority based on actual work performed. Of the requested increase, \$200,000 will be designated specifically for pruning, cleanup, and vegetation removal at Desert Willow Golf Resort, while the remaining \$75,000 will be distributed across other areas of the City, as detailed in the table below. Approval of this change order does not guarantee that the full amount will be allocated or expended.

<i>FY 2024-25</i>	Account No.	Available Funds	Original Contract	Requested Increase	Balance
<i>Civic Center Park</i>	1104610-4332001	\$130,000	\$115,000	\$15,000	
<i>Parks</i>	1104611-4332001	\$150,000	\$117,500	\$15,000	
<i>Medians</i>	1104614-4337001	\$500,000	\$450,000	\$45,000	
<i>LLDs</i>	200 Accounts	\$100,000	\$76,625	\$0	
<i>Desert Willow</i>	4414195-4809200	\$425,000	\$225,000	\$200,000	
<i>Housing Authority</i>	Authority’s Operating Budget Accounts	\$130,000	\$130,000	\$0	
	Contract Totals		\$1,114,125	\$275,000	
	Total	\$1,435,000	\$1,389,125		\$45,875

ATTACHMENTS:

1. Change Order No. 1
2. Agreement C47750



CITY OF PALM DESERT CONTRACT CHANGE ORDER

Contract No / P.O. #:	C47750	24251389
Change Order No.:	1	
Contingency:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Account No.:	Multiple	
Project No.:	MLS00026	
Vendor No.:	V0010641	

Contract Purpose: Arboricultural Services

Contractor Name: West Coast Arborists, Inc.

Contractor shall construct, furnish all supervision, labor, services, equipment, and materials, and perform all work necessary or required to fully complete the changes to the Contract described in this Change Order for the amount agreed upon between the Contractor and the City of Palm Desert ("City").

Description of Changes	Decrease In Contract Price	Increase In Contract Price
Additional citywide tree maintenance		\$ 75,000.00
Additional work at Desert Willow Golf Resort		\$ 200,000.00
Totals:	\$ 0.00	\$ 275,000.00
Net Change in Contract Price:		\$ 275,000.00

Justification:

See attached staff report.

Original Contract Amount:	+	\$ 1,114,125.00
Contingency:	+	\$ 0.00
Total Budget Amount:		\$ 1,114,125.00
Less: Expend. / Encumb. To Date:	-	\$ 1,114,125.00
Less: This Change Order Amount:	-	\$ 275,000.00
Remaining for Project:		-\$ 275,000.00

Contingency:	+	\$ 0.00
Less: Prior Change Order(s):	-	\$ 0.00
Less: This Change Order:	-	\$ 275,000.00
Remaining of Contingency:		-\$ 275,000.00

The amount of the contract will be increased by the sum of:

Two Hundred Seventy Five _____ dollars and 00 /100 (\$ 275,000.00)

Revised Contract Total: \$ 1,389,125.00

Contract No. C47750 Contract Change Order No. 1

Contract Time Extension: N/A

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the City from all claims, demands, costs, and liabilities, in contract, law or equity, arising out of or related to the subject of the Change Order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages. The adjustments to the Contract Price and Contract Time in this Change Order constitute the entire compensation and/or adjustment thereto due to Contractor, including but not limited to all direct, indirect, consequential, profit, labor, equipment, tools, idle time, incidentals, and overhead (field and home office) costs, due to Contractor arising out of or related to the change in the work covered by this Change Order. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the work under the Contract. This Change Order will become a supplement to the Contract and all provisions will apply hereto.

1. REQUESTED BY: _____
Department Director

2. ACCEPTED BY: _____
Contractor

3. CERTIFIED FUNDS AVAILABLE _____
Finance Director

4. APPROVED BY: _____
City Manager

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

QC: _____

**CITY OF PALM DESERT
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement No. C47750 is made and entered into this 13th day of June, 2024, 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 WEST COAST ARBORISTS, INC., a Corporation, with its principal place of business at 43712 JACKSON STREET, INDIO, CA 92201 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City 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 City. Contractor shall not subcontract any portion of the work 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.

2.2 Project.

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

Arboriculture Services Project
Project No. MLS00026
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 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, 2024, to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2** 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. City 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 City 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 City, 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 City.

3.2.4 City's Representative. The City hereby designates **Shawn Muir, Community Services Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City and the Palm Desert Housing Authority ("Housing Authority") for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Patrick Mahoney, President**, 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 City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 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 City, 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 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 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 City 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 City. If Contractor disputes the City'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 City to terminate the Agreement for cause. City 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 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 City 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 City and Housing 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 City.

(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 \$2,000,000 per occurrence, \$4,000,000 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 \$2,000,000 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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City and Housing Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. [Reserved]

(F) Cyber Liability Insurance. [Reserved]

(G) Pollution Liability Insurance. [Reserved]

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor 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 contract. City 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 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City 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 City and Housing Authority, 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 City and Housing Authority, 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 City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City 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 City.

(I) Notice of Cancellation. Contractor 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 Housing Authority, 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 City 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 City for review.

(N) City's Right to Revise Specifications. The City 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 City and Contractor may renegotiate Contractor'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. Contractor shall give City 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 City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City'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 City. 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 City, 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 City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. 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 City 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 City. 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 City.

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 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. 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 City 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 City in writing. The City 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 City 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 City.

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 City 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 City 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 City 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 City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. 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 City, the City 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 City 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 **ONE MILLION ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$1,114,125)** per fiscal year without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City 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 City 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 City for any reason whatsoever.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City 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 City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City 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 City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City'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. City 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 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 \$1,000 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 City. Contractor shall defend, indemnify, and hold 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. City 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 City, 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, City 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, City 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: WEST COAST ARBORISTS, INC.
43712 Jackson Street
Indio, CA 92201
ATTN: Victor Gonzalez

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: Shawn Muir, Public Works

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 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 City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City'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 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 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 City for the cost of any settlement paid by 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 City's attorney's fees and costs, including expert witness fees.

Contractor shall reimburse 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 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 City. 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 City.

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

3.5.5 City's Right to Employ Other Contractors. City 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 City. 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 workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include 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, 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.

3.5.14 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND WEST COAST ARBORISTS, INC.**

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

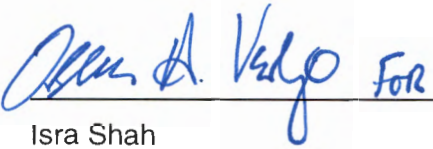
CITY OF PALM DESERT

By: 

L. Todd Hileman
City Manager

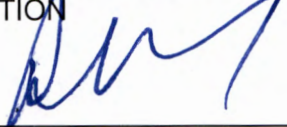
Attest:
By: 

Anthony J. Mejia
City Clerk

Approved as to form:
By:  For

Isra Shah
Best Best & Krieger LLP
City Attorney

**WEST COAST ARBORISTS, INC. , A
CORPORATION**

By: 

Patrick Mahoney
President

By: 

Richard Mahoney
Secretary

366764, C27, C31, C49, C61/D49
Contractor's License Number and
Classification

1000000956
DIR Registration Number (if applicable)

QC: MN

Insurance:

 Initial Review

 Final Approval

Bonds: MN

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 July 3, 2024 before me, Amelia Menzel, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal 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: Palm Desert Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

EXHIBIT "A"

SCOPE OF SERVICES

A. GENERAL INFORMATION

1. INTRODUCTION

The work to be performed shall consist of providing complete arboricultural services for the City on City approved schedules, and at City hours. Proposer shall provide arborist services to the City on all property that it owns and/or maintains including but not limited to certain roadway medians and parkways, parks, and recreational facilities, landscapes adjacent to facilities, landscapes managed by the City but owned by other agencies such as the Palm Desert Housing Authority Agency, Desert Willow Golf Resort, the cities of Indian Wells, La Quinta, and Rancho Mirage and Riverside County. All work will be in compliance with all applicable local, state, and federal regulations for the prevention of water and air pollution.

2. PROJECT PRECONSTRUCTION MEETING

The successful Proposer shall attend a project pre-construction meeting with City staff. City supplied materials will be provided at this time.

3. TREE INVENTORY

The Proposer shall become familiar with the landscape locations that will be inventoried. The City will provide maps of the locations and staff will be available to facilitate the Arboricultural Services contract. All attribute information collected is to be submitted to the City as a Database Table or Excel Spreadsheet, GIS format.

Inventory is to be completed within 120 days from issuance of Notice to Proceed

Field Evaluation

Tree Inventory Attributes:

- a. Tree Number: The unique number given to each individual tree. No other tree will have this number.
- b. GIS Coordinate: Coordinates for each tree collected by sub-meter GPS receiver in California State Plane Coordinate System Zone 6, NAD 83, (Feet) Coordinates.
- c. Nomenclature: The botanical name, including genus and species, and the local common name will be listed for each specific tree.
- d. DBH: The diameter of the tree measured 54 inches above the ground.
- e. Height: Overall height of tree.
- f. Canopy Spread: Width from drip-line to drip-line plus or minus 3 feet.
- g. Tree Condition: Overall condition of tree, damage, or safety concerns.
- h. Site Conditions: Will be described as follows:

Exhibit "A"

Overhead wires: Any tree located under overhead utility wires.

Hardscape: Any tree that is visibly damaging streets, curbs, sidewalks, or other adjacent hardscape.

Sidewalk/Street proximity: Any tree located within 14 feet of a street, sidewalk, or building.

Sidewalk/Street clearance: Any tree that is presently in violation of the following clearance limits.

Sidewalk: 8 feet

Street: 14 feet

Building: 1 foot (scaffold branches within 1 foot of any buildings)

Staking: Any tree that has unnecessary stakes or is in need of staking.

Comments: Any additional information needed to further explain one of the specific categories or any information relating to the tree or site not covered by the specific attributes.

- a. Conduct an annual GPS inventory update to include maps, charts and reports that analyze value. In the first year, however, inventory will be conducted semi-annually.
- b. Provide to the City online and mobile access to Electronic Tree Inventory and Maintenance software.
- c. The contractor shall update the tree inventory during or immediately after the pruning process is complete, noting any deficiencies.

Report

- a. Attribute Information: All attribute information collected is to be submitted as a Database Table or Excel Spreadsheet.
- b. Database: Data collected to be provided to the City in either ESRI Shapefile or Geodatabase format.
- c. The information should be organized to incorporate the different areas in the City:

Landscape Services-Trees that are located on street right of ways or median islands should be identified by street and by their Landscape Maintenance Area number.

Parks-Trees located in parks will be identified by LMA and each park location.

Housing Authority-Trees will be identified by property location.

Desert Willow Golf Resort-Trees should be identified by the course, parking lot, Clubhouse, etc...

Miscellaneous Areas-Miscellaneous areas shall be identified by location and LMA. ex. Haystack retention and natural area

- d. Time Frame: Inventory to be completed fiscal year 2024/2025 and updated annually.

4. TREE AND PALM PRUNING

Exhibit "A"

The Proposer shall establish a schedule, with the approval of the Director of Public Works or his/her designee. The schedule will take into account previous schedules/frequencies depending on the tree species and time of year. The Director of Public Works or his/her designee and the Proposer will prioritize the pruning schedule based on information provided in the City's current tree inventory. It shall be the Proposer's responsibility to update the inventory that they have prepared as they maintain the trees and the palms. Palms are pruned annually in spring/summer. Once the pruning schedule is started, pruning crews are to remain working within the City until all trees are completed. The selected proposer shall not move the crew to another location outside the City prior to completion.

The selected proposer will provide arboricultural services including but not limited to the following:

- a. Street and sidewalk clearance.
- b. Removal of dead or hazardous branches of trees or palms.
- c. Annual pruning of hardwood trees and palm trees.
- d. Inspection of trees for health, condition and for tree hazards including lifted sidewalks and curbs, utility conflicts, and intrusion into roadways or pathways.
- e. Extra: Removing downed trees from public rights-of-way, City parks, medians, Housing Authority, and Desert Willow Golf Resort. Additional work may include planting trees, staking, pest control, or pruning hedge rows.

This proposal shall require prevailing wage payments and shall be the responsibility of the successful Proposer to manage.

Digital access to the City's current Tree Inventory is available if requested.

- The approximate number of trees is 7,155.
- The approximate number of palm trees is 4,850.

General services requirements outlined above describe the minimum work to be accomplished. Upon final selection of the Proposer, the scope of services may be modified and refined during negotiations with the City. The City at its discretion, at any time may add or remove any Services and/or add or remove Service locations during the course of the Contract, according to the Services needed and activity of each of the Properties. If proposer is unable to accommodate additional locations and Services, the City reserves the right to contract with another contractor to provide the additional Services at additional Properties or existing Properties.

Pruning Standards

- a. All work shall conform to the current International Society of Arboriculture (ISA) Pruning Standards, the RFP, Agreement, and these specifications. Proposer shall comply with Standards of CAL OSHA and the American National Standard Institute, (ANSI) – A300 guidelines section 5.3 pruning cuts and with the current edition of the City maintenance guidelines. The Director of Public Works or his/her designee, shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Proposer. Pruned trees rejected by the Director of Public Works or his/her designee, shall be excluded from payment unless they are re-pruned and approved by Director of Public Works or his/her designee.
- b. Limbs for traffic clearance shall be pruned or removed to a height not less than fourteen (14) feet from road surface and sidewalk side of the tree where practical,

taking into consideration the balanced appearance of the tree. Small limbs, suckers and water sprouts shall be cut outside the branch collar from which they arise. Prune to clear all adjacent structures by a minimum of five feet (5'). Prune branches to lateral limbs to lighten end weight.

- c. Work shall be performed by employees trained in tree pruning and shall be supervised by an ISA Certified Arborist. An ISA certified Tree Worker is required to be on-site with the contractor's pruning crew(s) at all times.
- d. Proposer shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified.
- e. No hooks, gaffs, spurs or spikes are to be used on any hardwood tree. Any vine or plant growing on the trees shall be removed at ground level, except vines purposefully planted.
- f. Each pruning cut should be made just beyond the branch collar or shoulder. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
- g. Brush and debris shall be removed daily, sidewalks swept, parkways raked, gutters cleaned and waste material properly disposed. 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.
- h. Palm trees; all dead fronds including stubs and seed pods, shall be removed and palms shall be pruned per the City's Plant Maintenance Guide. Care shall be taken so that no live fronds are partially cut and left hanging. Only healthy fronds shall remain at crown of said tree, except for those palms where skirts or beards are to remain. Should any fruit appear within 60 days after the palm tree was pruned, the contractor shall remove the fruit and any hanging fronds at no additional cost.
- i. Structural weaknesses of trees/palms, decayed trunk, branches, or evidence of diseases/pests shall be reported on daily worksheets and submitted to the Director of Public Works or his/her designee, of this contract.
- j. When pruning limbs or fronds that are diseased, or infected with fire blight or fungus, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- k. Topping trees shall not be allowed.
- l. Proposer shall provide daily log sheets of work completed to the Director of Public Works or his/her designee.
- m. Proposer is hereby required to render and provide tree pruning maintenance services including, but not limited to pruning, staking, and training of trees; root pruning; tree and stump removal; work site debris removal and lawful disposal; traffic control; tree planting, and other associated services required to maintain safe and attractive trees within all City facilities, medians, and parks.

Exhibit "A"

- n. The contractor is required to inspect for active bird nests inspections prior to the beginning of any tree work. No work shall be done while there is an active bird nest.
- o. The contractor shall, during the term of this contract, respond to all emergencies within two (2) hours of notification.
- p. The contractor shall inform Director of Public Works or his/her designee before removing any dead, diseased or dying tree/palm.
- q. Desert Willow and Residential Property Access and Noticing:

The contractor acknowledges that the City provides forty-eight (48) hours-notice in advance of the start of any Work that is to occur at any residential unit. The contractor shall provide sufficient notice to the City before beginning any such Work so that the City may provide timely notice to residents.

The contractor shall maintain pedestrian paths of travel 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 the 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 City shall be given at least 48 hours-notice prior to the creation of any condition affecting pedestrian paths of travel.

The City may issue an immediate order to the contractor to stop performing work until adequate notice may be provided to residents. Any stoppage, suspension, or delay in the Work resulting from the contractor's failure to provide adequate notice to the City shall not be a basis for any adjustment to the contract price or the contract time.

5. TRAFFIC CONTROL

The contractor shall furnish and install traffic control in accordance with the CAMUTCD Manual and the WATCH manual, and the encroachment permit.

Traffic control may include, but is not limited to furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advance warning signs, flagmen, barricades, temporary striping and other safety devices, as required for public safety or as directed by the City Engineer.

Proposer shall provide and post no parking signs 48 hours in advance of the work, except when emergency work is necessary.

6. MAINTENANCE REPORT

The Proposer shall maintain and keep a log that records all on-going, seasonal, and additional work, and maintenance functions performed by Proposer's personnel. The information will be kept in a format that has been approved by the City and shall be submitted to the City upon request.

7. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The contractor shall exercise due care during the performance of work in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the contractor's neglect shall be corrected and paid for by the contractor at no cost to the City.

8. EMPLOYEES UNIFORMS

Employees are required to wear a uniform identifying them as employees of the company. The uniform shall be maintained in a clean and neat order with no rips, tears or permanent stains present. Similarly, all vehicles shall be identified with the name of the company.

The contractor shall make sure that each employee has the correct Personal Protective Equipment (PPE) appropriate for the job.

9. COOPERATION WITH OTHERS/PUBLIC RELATIONS

The contractor shall maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference to the public. The contractor shall maintain telephone availability during normal company business hours to receive and resolve all complaints from the City. The contractor shall make available a representative to investigate all complaints, make personal contact responses, and to effect resolution.

10. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work in the contract area. The City expects to have one or more separate Contractor/utility companies working in the same area at the same time. Contractor shall coordinate and cooperate with any and all separate Contractors at no additional cost to the City. Such coordination may include, but will not be limited to, participating in regularly scheduled or special meetings with the City, residents, and/or other Contractors; sharing work and materials storage areas; scheduling work to coincide with work of another Contractor and to minimize disruption to residents; and similar tasks requested by the City.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and not additional compensation will be allowed therefor.

11. INCLEMENT WEATHER

After inclement weather, the contractor will provide inspection of the areas to assess any damage to trees or palms from the weather.

12. CLEANUP

All litter and debris generated during the performance of the contract shall be removed from the project areas the same day it is generated and disposed of **off-site** in a proper manner and at the contractor's expense. All laws and ordinances applicable to and governing such disposal shall be fully complied with.

13. SOUND CONTROL

The operator shall comply with all local sound control and noise level rules, regulations, and ordinances.

14. PARKING OF THE CONTRACTOR'S VEHICLES

No overnight parking of vehicles will be permitted on City streets. Parking on City property shall be with written authorization only.

15. COMPLETION OF WORK

All work shall be completed per the schedule provided by the contractor and approved by the City.

16. ACCESS TO PRIVATE PROPERTY

Prior to any work that will restrict access to private property, the contractor shall notify each affected property owner or responsible person, informing him him/her of the nature of and the approximate duration of the restriction.

17. LEGAL RELATIONS AND RESPONSIBILITY

The Contractor work shall conform to the requirements in the Agreement.

18. DESERT WILLOW GOLF RESORT

Access to the golf course is limited. Work is to be done by climbing. Brush to be removed immediately. Pruning and/or removal may only be done by small vehicles and trailer. Boom trucks, loaders, and heavy equipment will not be permitted on the golf course.

19. OPTIONAL SERVICES

Upon request from the City, the Contractor may provide tree maintenance services beyond the work identified above. Prior to performing any extra Work, the contractor shall prepare and submit a written proposal, including a description of the work, a list of materials, and a schedule for completion. No work shall commence without written approval of the Contractors proposal by the Director of Public Works or his or her designee.

B. INFORMATION AVAILABLE FROM THE CITY

The City will provide copies of all available record information on file at the City. Following are the items available:

- a. Pertinent records maintained at the City
- b. Current Tree Inventory
- c. Landscape staff is also available to answer questions

EXHIBIT “B”

SCHEDULE OF SERVICES

C. SCHEDULE

Work shall be completed per the approved schedule. Failure to notify the City of a change and/or failure to perform an item or work on a scheduled day may result in a penalty assessed against the Proposer.

- a. In addition, the Proposer, and his/her representative shall meet with the City's Director of Public Works or his/her designee on an as needed basis for the purpose of reviewing the completed work.
- b. The general hours of operations shall be City work hours, Monday through Friday, with the exception of the Housing Authority properties whose start time is 8:00 am. No work may be performed on City recognized holidays and weekends, except in the case of emergency or as approved by the Director of Public Works or his/her designee.
- c. The contractor is required to furnish schedules/reports for planned pruning work to all persons performing any portion of the contract. Schedules/reports must be approved prior to the start of work by the Director of Public Works or his/her designee. The City plans on continuing its current hardwood pruning cycle based on a three (3) to five (5) year cycle, depending on species and based on location and growth. Some tree species are to be pruned annually (i.e. Prosopis, Acacia, Dalbergia, and Parkinsonia). All palms are to be pruned annually. Contractor is to update the tree and palm inventory accordingly.

Palms	Approximate Prune Date
Phoenix dactylifera	May 7 – June 15
Washingtonia robusta and Washingtonia robusta “Hybrid”	May 15 – July 15
Bismarckia nobilis	May 15 – July 15
Washingtonia filifera	July 1 – July 30
Brahea armata	July 1 – July 30
Sygarus romanzoffiana	July 1 – July 30
Hardwood trees	City and Housing Authority trees. Spring and/or Fall season. Summer not suggested due to stress pruning puts on trees.

Desert Willow Golf Resort	The majority of the annual hardwood pruning to take place between August 1 and September 20. This is best for the overall Desert Willow operation. The second pruning window would be December 1 through December 24. Scheduled work may be subject to change.
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Although it is the contractor’s responsibility to schedule their crews, there are priority areas in the City that must be pruned first. These areas are: El Paseo, The Grove, One Quail Place Apartments, and Las Serenas Apartments, subject to the direction of the City.

EXHIBIT "C"
COMPENSATION
PALM / TREE WORK

Line Item	Description	Unit of Measure	Unit Cost
1	Annual Hardwood Tree Pruning - City Parks	Each	\$129.00
2	Annual Hardwood Tree Pruning - Medians	Each	\$140.00
3	Annual Hardwood Tree Pruning - Facilities	Each	\$119.00
4	Annual Hardwood Tree Pruning - Desert Willow Golf Resort	Each	\$159.00
5	Annual Hardwood Tree Pruning - Housing Authority Properties	Each	\$159.00
6	Annual Washingtonia Palm Pruning - City Parks	Each	\$65.00
7	Annual Washingtonia Palm Pruning - Medians	Each	\$79.00
8	Annual Washingtonia Palm Pruning - Facilities	Each	\$65.00
9	Annual Washingtonia Palm Pruning - Desert Willow Golf Resort	Each	\$65.00
10	Annual Washingtonia Palm Pruning - Housing Authority Properties	Each	\$79.00
11	Annual Phoenix Palm Pruning - City Parks	Each	\$89.00
12	Annual Phoenix Palm Pruning - Medians	Each	\$89.00

Line Item	Description	Unit of Measure	Unit Cost
13	Annual Phoenix Palm Pruning - Facilities	Each	\$89.00
14	Annual Phoenix Palm Pruning - Desert Willow Golf Resort	Each	\$89.00
15	Annual Phoenix Palm Pruning - Housing Authority Properties	Each	\$89.00
16	Annual Other Palm Pruning - City Parks	Each	\$65.00
17	Annual Other Palm Pruning - Medians	Each	\$79.00
18	Annual Other Palm Pruning - Facilities	Each	\$65.00
19	Annual Other Palm Pruning - Desert Willow Golf Resort	Each	\$65.00
20	Annual Other Palm Pruning - Housing Authority Properties	Each	\$79.00

ADDITIONAL SERVICES

Line Item	Description	Unit of Measure	Unit Cost
21	Plant 24" Box Tree	Each	\$450.00
22	Plant 36" Box Tree	Each	\$1,200.00
23	Crew Rates - Regular Hours	Hourly Rate	\$100.00
24	Crew Rates - After Hours	Hourly Rate	\$135.00
25	Service Request Pruning 0" to 12" DBH	Each	\$95.00
26	Service Request Pruning 13" to 18" DBH	Each	\$175.00
27	Service Request Pruning 19" to 24" DBH	Each	\$250.00
28	Service Request Pruning 25" to 31" DBH	Each	\$325.00
29	Service Request Pruning over 31" DBH	Each	\$400.00
30	Palm Skinning	Per Linear Foot	\$19.00

Exhibit "C"

TREE / PALM INVENTORY COST PER UNIT

Line Item	Description	Unit of Measure	Unit Cost
39	Housing Authority	Each	\$5.00
40	Desert Willow	Each	\$5.00
41	City Parks, Medians, and Facilities	Each	\$5.00

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Erica Powell, Management Analyst

SUBJECT: REJECT ALL PROPOSALS SUBMITTED FOR PUBLIC ART AND EL PASEO SCULPTURE MAINTENANCE SERVICES AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN INTERIM SCULPTURE MAINTENANCE AGREEMENT

RECOMMENDATION:

1. Reject all proposals submitted for Public Art and El Paseo Sculpture Maintenance Services.
2. Authorize staff to solicit new proposals for these services.
3. Authorize staff to negotiate and the City Manager to execute a six-month contract with Rice Construction from July 1, 2025, through November 30, 2025, to ensure continuity of service during the re-bidding process.

BACKGROUND/ANALYSIS:

The City of Palm Desert currently contracts with Same Day Express, a sole proprietor, for the maintenance of the City's Public Art Collection and El Paseo Sculpture Exhibition at an annual cost of \$55,200. The agreement expires on June 30, 2025.

On January 30, 2025, the City issued a Request for Proposals (RFP) for Public Art and El Paseo Sculpture Maintenance Services through its online bid management provider, OpenGov. The deadline for submissions was February 27, 2025, and four proposals were received:

PROPOSER	ANNUAL COST
Crozier Fine Arts	\$1,339,063.44
A+ Window & Gutter Cleaning, LLC	\$450,000.00
Signature Sculpture dba Same Day Express	\$66,240.00
Rice Construction	Incomplete Proposal

Following a comprehensive review of the proposals, staff identified the following concerns:

- Two proposals substantially exceeded the City's current contract amount, making them financially unfeasible.
- The proposal from the current provider, Same Day Express, raised concerns due to emerging and ongoing performance issues under the current contract.
- Rice Construction submitted an incomplete proposal but has previously demonstrated its ability to perform the required scope of work.

Given these findings, staff recommends rejecting all proposals and re-opening the bidding process to secure a qualified contractor. To maintain continuity of service, staff requests

City of Palm Desert

(Reject All Proposals Submitted for Public Art and El Paseo Sculpture Maintenance Services)

authorization to negotiate a six-month contract with Rice Construction from July 1, 2025, through November 30, 2025, while a new competitive bidding process is conducted for a three-year contract.

Legal Review:

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

FINANCIAL IMPACT:

The budget for these services will be included in the FY 2025-26 Annual Budget request. There is no additional fiscal impact on the General Fund with this action.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Randy Chavez, Director of Public Works

SUBJECT: AWARD CONTRACT TO TRI-STAR CONTRACTING II, INC. OF DESERT HOT SPRINGS, CALIFORNIA, FOR ON-CALL MAINTENANCE AND REPAIRS FOR PUBLIC STREETS AND SPACES (PROJECT NO. SST00001)

RECOMMENDATION:

1. Award a Maintenance Services Agreement with Tri-Star Contracting II, Inc., of Desert Hot Springs, California, in the amount not to exceed \$150,000 for FY 2024-25, and \$500,000 annually thereafter for a 38-month term with the option of (2) additional one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

BACKGROUND/ANALYSIS:

Recent extreme weather has caused significant damage to city-maintained facilities, streets, and infrastructure. While City maintenance staff respond promptly, some cleanup efforts require specialized equipment and resources that the City does not currently have. In such cases, acquiring these resources can be challenging, particularly during emergencies when demand is high, and multiple agencies compete for vendor support.

To ensure a swift and efficient response to emergencies, securing a formal agreement with a vendor for on-call maintenance and repair services is essential. This would allow for the prompt addressing of urgent needs such as road maintenance, storm drain system repairs, and debris removal. Vendors are more likely to prioritize agencies with established agreements, enabling the City to mitigate damage, restore services, and enhance public safety more effectively. Several agencies, including the City of Rancho Mirage, the City of Desert Hot Springs, Mission Springs Water District, and Coachella Valley Water District, have proactively implemented similar contracts.

In addition, staff aim to proactively address issues stemming from normal wear and tear while enhancing preventative maintenance efforts to minimize disruptions to city services. By supplementing routine maintenance with timely interventions, the City can extend the lifespan of critical infrastructure, reduce long-term repair costs, and ensure uninterrupted service delivery to the community.

Key tasks this contract aims to address include:

- **Addressing excess sand buildup** following wind events
- **Maintenance and repair of storm channels and basins**

City of Palm Desert
 Award Contract for On-Call Repairs for Public Streets and Spaces

- **Repair of large sinkholes and potholes** that develop because of weather conditions or normal wear and tear

On February 13, 2025, a request for proposals (RFP) for the On-Call Maintenance and Repairs for Public Streets and Spaces Project was advertised through the City’s bid management portal OpenGov (Project ID: 2025-RFP-159). A mandatory pre-proposal meeting was held on February 19, 2025, with four vendors in attendance. On March 11, 2025, staff received two proposals electronically and both were evaluated based on the following criteria:

- Clarity and adherence to proposal requirements
- Proposer’s experience and performance
- Content of the proposal, including the work plan
- Team members’ experience and performance
- Comments by references
- Fee Proposal

The selection committee ranked the proposals numerically as follows:

CONTRACTOR	LOCATION	RANKING
Tri-Star Contracting II, Inc.	Desert Hot Springs, CA	1
Sky Construction Services	Bermuda Dunes, CA	2

Staff determined that Tri-Star Contracting II, Inc., who performed emergency repairs at various areas throughout the City after Hilary Storm, submitted a more complete proposal with competitive pricing. Based on this review, staff recommend awarding the three-year contract to Tri-Star Contracting II, Inc.

Legal Review:

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

FINANCIAL IMPACT:

The Fiscal Year 2024-25 Annual Budget includes \$150,000 in Capital Project Account No. 4004370-5000903 for the Mid-Valley Channel Improvements Project, which will be completed through this contract. As a result, there is no additional financial impact on the general fund beyond the contract amount. Staff will budget and utilize available funds from various accounts as needed for on-call maintenance and repair services for the Mid-Valley Channel, public streets, and other City-maintained public spaces.

The table below outlines recent repairs and their associated costs, which were used to determine the subsequent Fiscal Years’ annual contract amount of \$500,000:

Location	Work Performed	Cost
Cook Street	Culvert cleaning following Hilary Storm	\$140,000.00
Gerald Ford	Sinkhole repair	\$151,673.70
Haystack Channel	Repairs following rain event	\$278,178.70
Freedom Park	Field cleanup following Hilary Storm	\$818,705.47

Funding for this agreement in future fiscal years is contingent upon City Council approval of the budget requests. request. By establishing a \$500,000 annual maximum, any amount approved by City Council, equal to or less than this amount, would not require a contract amendment in addition to the approved budget application.

ATTACHMENTS:

1. Maintenance Services Agreement
2. Payment and Performance Bonds
3. Contractor Proposal

**CITY OF PALM DESERT
MAINTENANCE SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **10th** day of **April, 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 **Tri-Star Contracting II, Inc., a Corporation**, with its principal place of business at **15501 Little Morongo Road, Desert Hot Springs, California 92240** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City 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 City. Contractor shall not subcontract any portion of the work 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.

2.2 Project.

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

**On-Call Repairs for Public Streets and Spaces Project
Project No. SST00001**
(hereinafter referred to as "the Project").

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 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 **May 1, 2025, to June 30, 2028**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically 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. City 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 City 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 City, 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 City.

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

3.2.5 Contractor's Representative. Contractor hereby designates **Jordan Willis-Rodriguez**, 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 City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 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 City, 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 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 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 City 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 City. If Contractor disputes the City’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 City to terminate the Agreement for cause. City 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 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 City 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 City, 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 City.

(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 City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of 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.

(G) Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the City 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 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 contract. City 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 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 Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City 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 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 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 City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City 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 City.

(I) Notice of Cancellation. Contractor 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, 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 City 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 City for review.

(N) City's Right to Revise Specifications. The City 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 City and Contractor may renegotiate Contractor'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. Contractor shall give City 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 City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City 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 City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City'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 City. 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 City, 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 City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. 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 City 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 City. 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 City.

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 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. 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 City 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 City in writing. The City 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 City 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 City.

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 City 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 City 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 City 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 City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. 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 City, the City 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 City 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 **One Hundred and Fifty Thousand Dollars (\$150,000) in Fiscal Year 2024/25 and Five Hundred Thousand Dollars (\$500,000) per fiscal year thereafter** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City 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 City 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 City for any reason whatsoever.

3.3.2.1 Retainer. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, 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 City 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 City.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City 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 City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City 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 City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City'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. City 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 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 City. Contractor shall defend, indemnify, and hold 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. City 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 City, 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, City 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, City 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: Tri-Star Contracting II, Inc.
15501 Little Morongo Road
Desert Hot Springs, CA 92240
ATTN: **Jordan Willis-Rodriguez, CFO**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Randy Chavez, Director of Public Works**

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 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 City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City'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 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 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 City for the cost of any settlement paid by 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 City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse 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 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 City. 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 City.

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

3.5.5 City's Right to Employ Other Contractors. City 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 City. 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 workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include 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, 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.

3.5.14 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 TO MAINTENANCE SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND TRI-STAR CONTRACTING II, 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

TRI-STAR CONTRACTING II, INC., A CORPORATION

By: _____
Chris Escobedo
Interim City Manager

By: _____
Bryan Willis
President

Attest:

By: _____
Daniel Willis
Secretary

By: _____
Anthony J. Mejia
City Clerk

Contractor's License Number and
Classification

Approved as to form:

DIR Registration Number (*if applicable*)

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

City Clerk QC: _____

Contracts QC: _____

Insurance:

Initial Review

Final Approval

Bonds

EXHIBIT "A"**SCOPE OF SERVICES****1. General Overview**

This scope of work outlines the provision of services for debris removal, rain event repairs, general street and infrastructure repairs, and specific road repairs (including potholes, sinkholes, and miscellaneous damage) on an as-needed basis. These services aim to address damage or issues caused by natural events such as storms, heavy rains, wind events, or normal wear and tear. The objective is to restore stormwater systems, streets, and other City-owned spaces to a safe and functional condition in a timely manner.

2. As-Needed Debris Removal**2.1. Objective:**

To remove debris resulting from rain events, storms, wind events, or other weather-related incidents from stormwater systems, streets, and other City-owned spaces to ensure safety and accessibility for motorists and pedestrians.

2.2. Scope of Work:

- **Types of Debris:**
 - Fallen trees, branches, limbs, and sand.
 - Leaves, plant materials, and vegetation debris.
 - Trash and other waste materials accumulated due to wind or rain.
- **Specific Areas of Focus:**
 - Drainage systems, retention basins, channels, and stormwater culverts.
 - Streets, parkways, and major arterials.
 - Public amenities such as parking areas, sidewalks, and other infrastructure facilities affected by wind or sand.
- **Equipment & Tools:**
 - Chainsaws, hand tools, leaf blowers, skid steers, and other specialized machinery.
 - Trucks and trailers for debris transportation and disposal.
 - Street sweeper and Vactor truck.
 - Asphalt repair and paving equipment.
 - Traffic control equipment (e.g., cones, barricades, etc.).
 - Equipment for sand removal (e.g., skid steers, front loaders, sweepers).
- **Safety Measures:**
 - Site safety and hazard identification (e.g., downed power lines, hazardous trees).
 - Erecting barriers, cones, and signage for safety.

2.3. Response Time:

- Immediate response within 24 hours for high-priority events (major storms or flooding).
- Routine debris removal and maintenance within five (5) business days, depending on severity.

3. Wind Event Repairs and Sand Removal**3.1. Objective:**

To address and repair any damage caused by wind events and remove sand deposits that may accumulate in public spaces, streets, or stormwater infrastructure, ensuring public safety and accessibility.

3.2. Scope of Work:

- **Wind Event Damage:**
 - Remove fallen trees, limbs, and debris from streets and public spaces.
 - Clear streets, storm drains, and public amenities from wind-blown trash and other debris.

- **Sand Removal:**
 - Remove accumulated sand from public streets, parking areas, and sidewalks affected by wind events.
 - Ensure that storm drains, culverts, and other critical infrastructure are free from sand and debris blockages.
- **Equipment & Materials:**
 - Skid steers, front loaders, sweepers, and other equipment for sand removal.
 - Traffic control devices to secure areas where sand removal is occurring.

3.3. Response Time:

- Critical repairs, such as clearing sand blockages in storm drains or streets, to be completed within 24 hours.
- Non-critical repairs or sand removal to be completed within five (5) business days, depending on the extent of the damage.

4. Rain Event Repairs

4.1. Objective:

To address and repair any damage caused by rain events, including erosion, flooding, and infrastructure issues that may affect usability and safety.

4.2. Scope of Work:

- **Erosion Control:**
 - Repair and reinforce areas with significant erosion (e.g., road washouts, hillside and channel erosion).
 - Install silt fences, temporary barriers, or erosion mats where necessary.
- **Flooding & Drainage Issues:**
 - Clear blocked storm drains, culverts, and ditches to prevent further flooding.
 - Re-grade and replant areas affected by excessive water flow.
- **Surface Repairs:**
 - Repair potholes or ruts in roads, parking lots, and pathways.
 - Minor repairs to damaged signage due to storm impacts.
- **Equipment & Materials:**
 - Soil, gravel, mulch, asphalt, and other materials for repairing eroded areas.
 - Small construction tools, compactors, and water pumps.

4.3. Response Time:

- Critical repairs, such as clearing drainage or fixing hazardous areas, to be completed within 24 hours.
- Non-critical repairs to be completed within five (5) business days, depending on the extent of the damage.

5. Road Repairs (Potholes, Sinkholes, and Miscellaneous Repairs)

5.1. Project Overview:

This project involves the repair and restoration of roads affected by potholes, sinkholes, and other miscellaneous damage. The goal is to ensure the road is safe and functional for all users.

5.2. Objectives:

- Safely repair damaged areas to restore road integrity.
- Minimize risks to vehicles and pedestrians.
- Enhance the overall road surface to ensure long-term durability.

5.3. Location Where Work Is to Be Performed:

- Citywide roads and arterials
- City-owned or maintained parking lots
- Palm Desert Housing Authority Properties

5.4. Types of Repairs Needed:

- **Pothole Repairs:**
 - Clean and prepare potholes for filling.
 - Apply appropriate patching material (e.g., cold mix, hot mix asphalt).

Exhibit "A"

- **Sinkhole Repairs:**
 - Excavate the sinkhole area and stabilize the surrounding ground.
 - Fill with appropriate materials (e.g., concrete, gravel) and compact.
 - Ensure proper drainage to prevent future occurrences.
- **Miscellaneous Repairs:**
 - Address other issues like cracks, surface deterioration, and drainage blockages.
 - Fill small cracks with sealant and address any subsurface drainage issues.

5.5. Timeline:

- Work to commence within five (5) working days of approval, unless otherwise agreed upon by City staff.
- Additional time may be allocated for materials procurement, site preparation, execution, and final inspection.

5.6. Resources and Equipment:

- Equipment may include excavators, patch trucks, asphalt spreaders, compactors, and trucks for material transportation.
- Special materials could include asphalt, concrete, gravel, or geotextile fabric for stabilization.

5.7. Environmental and Safety Considerations:

- **Environmental Impact:** Ensure proper disposal of old materials and minimize dust or noise pollution during work.
- **Safety Protocols:** Road work zones should have clear signage, traffic cones, and barriers to protect workers and motorists. Use flaggers or lane closures where necessary.

5.8. Quality Control and Inspections:

- Perform periodic inspections during the repair process to ensure the quality of materials and adherence to safety standards.
- Conduct a final inspection after repairs to confirm all work is complete and meets specifications.

5.9. Traffic Management Plan:

- Plan for temporary road closures, detours, or traffic diversions to minimize disruptions.
- Clearly mark work zones with signs and provide updates to the public as needed.
- Ensure smooth traffic flow while repairs are underway, with minimal impact on surrounding areas.

5.10. Final Deliverables:

- Repaired road sections with smooth, safe surfaces.
- Completed documentation of repairs, including before-and-after photos and inspection reports.
- Any necessary follow-up recommendations for maintenance or additional monitoring.

6. Reporting and Documentation

- **Daily Logs:** Contractors will provide daily reports detailing the work completed, materials used, and areas addressed.
- **Photographic Evidence:** Photos of pre- and post-repair conditions, if applicable, should be submitted.
- **Completion Certification:** A summary of completed tasks will be required for final billing and to ensure that work is done to satisfaction.

7. General Terms & Conditions

- **Coordination with City Staff:** The contractor shall work closely with City Staff or relevant authorities to prioritize tasks and ensure minimal disruption to public spaces.
- **Insurance and Liability:** The contractor will maintain the necessary insurance coverage for any risks associated with the work.
- **Performance Metrics:** All work must be completed according to agreed standards and within the established timelines.

EXHIBIT "C"

COMPENSATION

The total compensation shall not exceed **One Hundred and Fifty Thousand Dollars (\$150,000) for the first fiscal year and Five Hundred Thousand Dollars (\$500,000) per fiscal year hereafter** without written approval of the City Council or City Manager, as applicable.

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO# Date	3/11/2025
		\$ -	\$ -		
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ -	Cost	Markup 15%
Total Material Costs			\$ -	\$ -	\$ -

Prevailing Wage Labor Rate	Hour	Rate	Total		
Operator 3 (Bobcat)		\$ 93.80	\$ -		
Operator 3 OT		\$ 123.540	\$ -		
Operator 3 OT2		\$ 153.27	\$ -		
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -		
Operator 6 OT		\$ 126.10	\$ -		
Operator 6 OT2		\$ 156.69	\$ -		
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -		
Operator 8 OT		\$ 126.270	\$ -		
Operator 8 OT2		\$ 156.91	\$ -		
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -		
Operator 12 OT		\$ 126.70	\$ -		
Operator 12 OT2		\$ 157.49	\$ -		
Labor 1 Shovel (July 2025 Rate)		\$ 75.09	\$ -		
Labor 1 OT		\$ 98.730	\$ -		
Labor 1 2OT		\$ 112.37	\$ -		
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -		
Labor 2 OT		\$ 94.455	\$ -		
Labor 2 2OT		\$ 123.47	\$ -		
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -		
Labor 3 OT		\$ 100.380	\$ -		
Labor 3 2OT		\$ 124.57	\$ -		
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -		
Labor 4 OT		\$ 102.710	\$ -		
Labor 4 2OT		\$ 127.67	\$ -		
Cement Labor		\$ 73.52	\$ -		
Cement Labor OT		\$ 96.27	\$ -		
Cement Labor 2OT		\$ 119.02	\$ -		
Driver 3 (Dump Truck & 2 Axel W/T)		\$ 75.46	\$ -		
Driver 3 OT		\$ 95.395	\$ -		
Driver 3 OT2		\$ 115.33	\$ -		
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -		
Driver 5 OT		\$ 95.725	\$ -		
Driver 5 OT2		\$ 115.77	\$ -		
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -		
Driver 6 OT		\$ 95.77	\$ -		
Driver 6 OT2		\$ 115.83	\$ -		
Apprentice per DIR Requirements		\$ 56.12	\$ -		
		\$ -	\$ -	Taxes & Liabilities 19.19%	
		\$ -	\$ -	Cost Markup Total	
		\$ -	\$ -	15%	
Total Labor Costs			\$ -	\$ -	\$ -

Exhibit "C"

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	Cost	Markup	Total
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Costs			\$ -	\$ -	\$ -	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
Total Subcontracts Costs	\$ -	\$ -	\$ -	

Sub Total Change Order	\$ -
Bonding Markup 2.5%	\$ -
Total Change Order	\$ -

Labor rates to be adjusted per DIR requirement

Material	QTY	Unit Price	Amount	WO#	1
Dump fees	1	\$ 500.00	\$ 500.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -	Emergency call with small equipment (skip Loader) cleanup	
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ 850.00	<u>Cost</u>	<u>Markup</u>
					<u>Total</u>
				15%	
Total Material Costs			\$ 850.00	\$ 127.50	\$ 977.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)	8	\$ 95.51	\$ 764.08			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	8	\$ 75.09	\$ 600.72			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ 377.75
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Total Labor Costs	\$ 2,346.23		\$ 351.94		15%	
				\$ 2,346.23	\$ 351.94	\$ 2,698.17

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader	8	\$ 105.00	\$ 840.00			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -			
				<u>Cost</u>	<u>Markup</u>	<u>Total</u>
					15%	
Total Equipment Cost			\$ 1,660.00	\$ 249.00	\$ 1,909.00	

Sub Total Change Order		\$ 5,584.67
Bonding Markup 2.5%		\$ 139.62
Total Change Order		\$ 5,724.29

Exhibit "C"

Material	QTY	Unit Price	Amount	WO#	2
Dump fees	1	\$ 500.00	\$ 500.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -	Emergency call with large equipment (Loader) cleanup	
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ 850.00	<u>Cost</u>	<u>Markup</u>
					15%
			Total Material Costs	\$ 850.00	\$ 127.50
				\$ 977.50	

Prevailing Wage Labor Rate	Hour	Rate	Total						
Operator 3 (Bobcat)		\$ 93.80	\$ -						
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -						
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -						
Grp 12 (Excavator, Loader, Scraper)	8	\$ 95.91	\$ 767.28						
Labor 1 Shovel (July 2025 Rate)	8	\$ 75.09	\$ 600.72						
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -						
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -						
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -						
Cement Labor		\$ 73.52	\$ -						
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68						
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -						
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -						
Apprentice per DIR Requirements		\$ 56.12	\$ -						
		\$ -	\$ -				Taxes & Liabilities	19.19%	\$ 378.37
		\$ -	\$ -				<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -					15%	
			Total Labor Costs	\$ 2,350.05	\$ 352.51	\$ 2,702.56			

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader	8	\$ 142.00	\$ 1,136.00			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move	4	\$ 125.00	\$ 500.00			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -			
					15%	
			Total Equipment Cost	\$ 2,456.00	\$ 368.40	\$ 2,824.40

Sub Total Change Order		\$ 6,504.46
Bonding Markup 2.5%		\$ 162.62
Total Change Order		\$ 6,667.08

Exhibit "C"

Material	QTY	Unit Price	Amount	WO#	3	
Asphalt	5	\$ 120.00	\$ 600.00	Date	3/11/2025	
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change		
		\$ -	\$ -			
		\$ -	\$ -			
Subtotal			\$ 950.00	Emergency call For Asphalt Patch		
				Cost	Markup 15%	Total
Total Material Costs				\$ 950.00	\$ 142.50	\$ 1,092.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)	8	\$ 95.51	\$ 764.08			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	16	\$ 75.09	\$ 1,201.44			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ 493.03
		\$ -	\$ -	Cost	Markup 15%	Total
		\$ -	\$ -			
Total Labor Costs				\$ 3,062.23	\$ 459.34	\$ 3,521.57

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader	8	\$ 105.00	\$ 840.00			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -			
				Cost	Markup 15%	Total
Total Equipment Cost				\$ 1,660.00	\$ 249.00	\$ 1,909.00

Sub Total Change Order		\$ 6,523.07
Bonding Markup 2.5%		\$ 163.08
Total Change Order		\$ 6,686.15

Exhibit "C"

Material	QTY	Unit Price	Amount	WO#	4
Water	1	\$ 500.00	\$ 500.00	Date	3/11/2025
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ 500.00	Emergency call For Dust Control	
				Cost	Markup
					15%
Total Material Costs			\$ 500.00	\$ 75.00	\$ 575.00

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)		\$ 75.09	\$ -			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ 115.85
		\$ -	\$ -	Cost	Markup	Total
		\$ -	\$ -		15%	
Total Labor Costs			\$ 719.53	\$ 107.93	\$ 827.46	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck	8	\$ 65.00	\$ 520.00			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	Cost	Markup	Total
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 520.00	\$ 78.00	\$ 598.00	

Sub Total Change Order		\$ 2,000.46
Bonding Markup 2.5%		\$ 50.02
Total Change Order		\$ 2,050.48

Exhibit "C"

Material	QTY	Unit Price	Amount	WO#	5	
Water	1	\$ 500.00	\$ 500.00	Date	3/11/2025	
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change		
		\$ -	\$ -			
		\$ -	\$ -			
Subtotal			\$ 850.00	Emergency call For Blow Sand Removal and Spreading per Day		
				<u>Cost</u>	<u>Markup</u> 15%	<u>Total</u>
Total Material Costs				\$ 850.00	\$ 127.50	\$ 977.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)	16	\$ 95.91	\$ 1,534.56			
Labor 1 Shovel (July 2025 Rate)	16	\$ 75.09	\$ 1,201.44			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	16	\$ 75.46	\$ 1,207.36			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ 756.73
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u> 15%	<u>Total</u>
		\$ -	\$ -			
Total Labor Costs				\$ 4,700.09	\$ 705.02	\$ 5,405.11

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade	8	\$ 135.00	\$ 1,080.00			
Water Truck	8	\$ 65.00	\$ 520.00			
950G Loader	8	\$ 142.00	\$ 1,136.00			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -			
				<u>Cost</u>	<u>Markup</u> 15%	<u>Total</u>
Total Equipment Cost				\$ 3,256.00	\$ 488.40	\$ 3,744.40

Sub Total Change Order		\$ 10,127.01
Bonding Markup 2.5%		\$ 253.18
Total Change Order		\$ 10,380.19

Exhibit "C"

Material	QTY	Unit Price	Amount	WO#	6
Plywood	1	\$ 500.00	\$ 500.00	Date	3/11/2025
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			500.00	Abandoned home board-up	
				Cost	Markup
					15%
Total Material Costs			\$ 500.00	\$ 75.00	\$ 575.00

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	24	\$ 75.09	\$ 1,802.16			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)		\$ 75.46	\$ -			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ 345.83
		\$ -	\$ -	Cost	Markup	Total
		\$ -	\$ -		15%	
Total Labor Costs			\$ 2,147.99	\$ 322.20	\$ 2,470.19	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -	Cost	Markup	Total
					15%	
Total Equipment Cost			\$ 300.00	\$ 45.00	\$ 345.00	

Sub Total Change Order		\$ 3,390.19
Bonding Markup 2.5%		\$ 84.76
Total Change Order		\$ 3,474.95

Exhibit "C"

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Tri-Star Contracting II, Inc., (hereinafter referred to as the "Contractor") an agreement for On-Call Repairs for Public Streets and Spaces (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 April 10, 2025, (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, Tri-Star Contracting II, Inc., 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 City in the sum of One Hundred Fifty Thousand (\$150,000) in Fiscal Year 2024/25 and Five-Hundred Thousand Dollars, (\$500,000) thereafter, said sum being not less than one hundred percent (100%) of the total annual 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 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 City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City 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 City'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 City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

Exhibit "C"

Contract No. _____

- (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 City, 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 City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City 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 City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City 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 City, when declaring the Contractor in default, notifies Surety of the City'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]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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.

Notary Acknowledgment

Contract No. _____

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 Contractor/Principal.

Notary Acknowledgment

Contract No. _____

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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.

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 - 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.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS That

WHEREAS, the City of Palm Desert (hereinafter designated as the "City"), by action taken or a resolution passed April 10, 2025, has awarded to Tri-Star Contracting II, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

On-Call Repairs for Public Streets and Spaces (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 April 10, 2025, ("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 City in the penal sum of One Hundred Fifty Thousand (\$150,000) in Fiscal Year 2024/25 and Five-Hundred Thousand Dollars, (\$500,000) thereafter 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 City 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 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

Contract No. _____

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 City 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]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Printed name: _____

Title: _____

(Corporate Seal) Surety

By: _____

Printed Name: _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

Contract No. _____

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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

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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:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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Date of Document

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Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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City of Palm Desert
PW - Operations & Maintenance
Randy Chavez, Deputy Director
73-510 Fred Waring Drive, Palm Desert, CA 92260

[TRI-STAR CONTRACTING II, INC.] RESPONSE DOCUMENT REPORT

RFP No. 2025-RFP-159

On-Call Repairs for Public Streets and Spaces

RESPONSE DEADLINE: March 11, 2025 at 5:00 pm

Report Generated: Wednesday, March 19, 2025

Tri-Star Contracting II, Inc. Response

CONTACT INFORMATION

Company:

Tri-Star Contracting II, Inc.

Email:

rowens@tri-star.info

Contact:

Rodney Owens

Address:

15501 Little Morongo Rd
Desert Hot Springs, CA 92240

Phone:

(760) 251-5454

Website:

N/A

Submission Date:

Mar 11, 2025 8:23 AM (Pacific Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal (WITH COST)*

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role and responsibility of each individual.

3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

City_of_Palm_Desert_-_Cover_Letter.doc

City_of_Palm_Desert_Experience_and_Technical_Competence.doc

City_of_Palm_Desert_Firm_Staffing_and_Key_Personnel.doc

City_of_Palm_Desert_Proposed_Method_to_Accomplish_the_Work.doc

2. Fee Proposal*

Please provide hourly rates for labor, supervision, equipment, etc. to complete task indicated in the Scope of Services. The fee proposal shall include hourly rates and ancillary rates that will be utilized so submit estimates for tasks. (as such term is defined in the proposed Agreement attached herein).

Palm_Desert_-_T&M_work_scenarios.pdf

3. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement,

communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid 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 bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder 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 Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

4. Iran Contracting Act Certification*

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option selected below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or a financial instruction that extends, for 45 calendar days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

5. Enter your valid CA Contractors State License Board (CSLB) number*

Please enter your License Number here. This will be verified against the state database.

909195

[Click to Verify](#) *Value will be copied to clipboard*

6. Enter your California Department of Industrial Relations (DIR) Registration number*

Please enter your Public Works Contractor DIR Number. This will be verified against the state database.

1000004952

[Click to Verify](#) *Value will be copied to clipboard*

7. Type of Business*

S Corporation (if corporation, two signatures are required)

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").

N/A

9. Changes to Agreement*

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract 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 effect theCity's decision to enter into an Agreement.

N/A

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

N/A

11. Project Team Resumes*

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

City_of_Palm_Desert_Project_Team_Resumes.doc

12. List the Signatory(s) Authorized to Sign and Bind an Agreement.*

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

Bryan Willis

President

15501 Little Morongo Road

Desert Hot Springs, CA 92240

bwillis@tri-star.info

760-251-5454

Jordan Willis-Rodriguez

CFO

15501 Little Morongo Road
Desert Hot Springs, CA 92240

jwillis@tri-star.info

760-251-5454

Dainel Willis

Secretary

15501 Little Morongo Road
Desert Hot Springs, CA 92240

dwillis@tri-star.info

760-251-5454

13. 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.*

Confirmed

Tri-Star Contracting II, Inc.

15501 Little Morongo Rd., Desert Hot Springs, CA

Phone (760) 251-5454 Fax (760) 251-5458

License # 909195 A FED# 20-816-8300

DIR# 1000004952

Wednesday, March 19, 2025

Tri-Star is a local Coachella Valley company with experience working with all the local utility districts and municipalities in the area.

We specialize in civil and public improvements including: Watermains and Services, Sewer, Storm Drain, Dry Utilities, Site Grading, and Road & Sidewalk Repairs.

We also have years of experience in storm and emergency cleanup including work done for most of the cities, and many community organizations within the Coachella Valley.

Our approach to the work can be done in multiple methods; either as a bid per project or as an open work order based on a time and material basis as directed by the city. We own our equipment and transport for equipment making for the ability to mobilize to projects quickly.

We are available to meet with the city's staff as needed to discuss any of the projects, and can often recommend methods that would be most cost effective to the city.

Thank you for considering Tri-Star for your project and we look forward to working with you on this and future projects.

Sincerely,

Tri-Star Contracting II, Inc.

Experience and Technical Competence

1. **Background:** Tri-Star Contracting II, Inc. has been a locally owned and operated construction company for over 17 years. Most recently our crews assisted the City of Palm Desert, City of Desert Hot Springs and City of Rancho Mirage with consulting which resulted in clean-up work during and in the aftermath of Tropical Storm Hillary. Prior to Tropical Storm Hillary our crews responded to the City of Palm Springs and City of Desert Hot Springs in the aftermath of the Valentines Day flooding in 2019, consulting and facilitating the re-opening of Indian Canyon Drive just south of I-10, Gene Autry Trail, Vista Chino and the rebuilding of Farrell Dr.

2. **References:**
 1. City Of Palm Desert
Randy Chavez/Deputy Director of Public Works (760) 776-6450
Job Location - Gerald Ford retention basin, Cook Street, Portola & Haystack and Painters Path.
Description of work - Emergency Response to aftermath of Tropical Storm Hillary. Assisted with clearing mud and storm debris from intersections and roadways.
 2. City of Rancho Mirage
Justin Ruberg/Public Works (760) 324-4511
Job Location - Bob Hope Drive and Wash at Frank Sinatra.
Description of work - Emergency Response to aftermath of Tropical Storm Hillary. Assisted with clearing stockpiled dirt at N/E corner of Bob Hope & Ramon Road and graded wash at Frank Sinatra wash and exported excess fill.
 3. City of Desert Hot Springs
Danny Porras/ Assistant City Manager (760) 932-6411
Job Location – N Indian Canyon, Dillon Road, Mission Lakes Blvd
Description of work – During Tropical Storm Hillary our crews assisting emergency responders crossing flood waters and attempted to keep roadways clear. Once storm passed our crews assisted City officials securing damaged roadways, cleared mud and debris from roads, intersections and repaired shoulders.

Firm Staffing and Key Personnel

1. **Staffing:** Tri-Star Contracting II, Inc. is a locally owned and operated company. 95% of employees are local and can respond to emergency situations in a professional and timely manner.
 - a) Victor Conteras – 30+ year’s experience as a heavy equipment operator and has been a lead foreman for Tri-Star Contracting II, Inc. since 2007. Mr. Conteras is 30hr OSHA certified along with confined space and trench safety certified and oversees a crew of 4-7 operator/laborers.
 - b) Micheal Carr – 45+ year’s experience as a heavy equipment operator and a lead grading foreman for Tri-Star Contracting II, Inc. since 2007 while overseeing a crew of 4-7 operators/laborers.
2. **Key Personnel:**
 - a) Bryan Willis – President
Mr. Willis has over 35 years experience in the construction industry with a vast knowledge of all aspects of grading, excavation, sewer and water main repair and installation. and has been the president of Tri-Star Contracting II, Inc. since 2007.
 - b) Dan Willis – Secretary/Superintendent
Mr. Willis has 16 years of experience in the construction industry with a vast knowledge of all aspects of grading, excavation, sewer and water main repair and installation.
3. **Team Organization:**
 - a) Bryan Willis/President - Oversee all aspects of consulting and project management
 - b) Dan Willis/ Secretary/Superintendent - On-site contact between Tri-Star Contracting II, Inc. and City officials
 - c) Rodney Owens/Estimator – Responsible for preparing all proposed work with input from Bryan Willis and Dan Willis
 - d) Laura Davenport/Office Manager – Contract administrator, billing, CPR
4. **Subcontractors:** Tri-Star Contracting will only utilize subcontractors as needed with CSBL contractors that are also DIR certified.

Proposed Method to Accomplish the Work

Tri-Star Contracting II, Inc. approach to the work can be done in multiple methods; either as a bid per project or as an open work order based on a time and material basis as directed by the city. Tri-Star Contracting II, Inc. is a locally owned and operated company with 95% of our employees living within the Coachella Valley, our fleet is 100% owned making for the ability to mobilize to projects quickly.

We are available to meet with the city’s staff as needed to discuss any of the projects, and can often recommend methods that would be most cost effective. We pride ourselves in the facts that we have efficiently and effectively helped multiple City’s with storm cleanup over the last 17 years to ensure the residence of the city have safe and cleared roadways and been able to make repairs to infrastructure to help minimize any further damage from storms in the future.

Tri-Star Contracting II, Inc.

**15501 Little Morongo Rd., Desert Hot Springs,
Phone (760) 251-5454 Fax (760) 251-5458
License # 909195 A FED# 20-816-8300**

Tuesday, March 11, 2025

Following are a few scenarios that can be dispatched for emergency call outs.

The following are examples of work we can perform but is not a complete list of all services Tri-Star can provide:

- Sheet 1: T&M Rate sheet
- Sheet 2: Small equipment crew
- Sheet 3: Larger equipment crew
- Sheet 4: Dust Control
- Sheet 5: Blow Sand Removal
- Sheet 6: Abandoned home board-up

Tri-Star can assemble a crew to meet the city's needs for most situations.

Sincerely,

Tri-Star Contracting II, Inc.

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	
		\$ -	\$ -	Date	3/11/2025
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal		\$ -	\$ -	Cost	Markup 15%
Total Material Costs			\$ -	\$ -	\$ -

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 3 OT		\$ 123.540	\$ -			
Operator 3 OT2		\$ 153.27	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Operator 6 OT		\$ 126.10	\$ -			
Operator 6 OT2		\$ 156.69	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Operator 8 OT		\$ 126.270	\$ -			
Operator 8 OT2		\$ 156.91	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Operator 12 OT		\$ 126.70	\$ -			
Operator 12 OT2		\$ 157.49	\$ -			
Labor 1 Shovel (July 2025 Rate)		\$ 75.09	\$ -			
Labor 1 OT		\$ 98.730	\$ -			
Labor 1 2OT		\$ 112.37	\$ -			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 2 OT		\$ 94.455	\$ -			
Labor 2 2OT		\$ 123.47	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 3 OT		\$ 100.380	\$ -			
Labor 3 2OT		\$ 124.57	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Labor 4 OT		\$ 102.710	\$ -			
Labor 4 2OT		\$ 127.67	\$ -			
Cement Labor		\$ 73.52	\$ -			
Cement Labor OT		\$ 96.27	\$ -			
Cement Labor 2OT		\$ 119.02	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)		\$ 75.46	\$ -			
Driver 3 OT		\$ 95.395	\$ -			
Driver 3 OT2		\$ 115.33	\$ -			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 5 OT		\$ 95.725	\$ -			
Driver 5 OT2		\$ 115.77	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Driver 6 OT		\$ 95.77	\$ -			
Driver 6 OT2		\$ 115.83	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilities	19.19%	\$ -
		\$ -	\$ -	Cost	Markup 15%	Total
		\$ -	\$ -			
Total Labor Costs			\$ -	\$ -	\$ -	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	Cost	Markup 15%	Total
Non Production Office		\$ 84.00	\$ -			
Total Equipment Cost			\$ -	\$ -	\$ -	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	Cost	Markup 15%	Total
	\$ -			
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order	\$ -
Bonding Markup 2.5%	\$ -
Total Change Order	\$ -

Labor rates to be adjusted per DIR requirements

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	1
Dump fees	1	\$ 500.00	\$ 500.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -	Emergency call with small equipment (skip Loader) cleanup	
Subtotal			\$ 850.00	<u>Cost</u>	<u>Markup</u>
					15%
Total Material Costs			\$ 850.00	\$ 127.50	\$ 977.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)	8	\$ 95.51	\$ 764.08			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	8	\$ 75.09	\$ 600.72			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 377.75
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 2,346.23	\$ 351.94	\$ 2,698.17	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader	8	\$ 105.00	\$ 840.00			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -			
Non Production Office		\$ 84.00	\$ -			
				<u>Cost</u>	<u>Markup</u>	<u>Total</u>
					15%	
Total Equipment Cost			\$ 1,660.00	\$ 249.00	\$ 1,909.00	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
			15%	
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order		\$ 5,584.67
Bonding Markup 2.5%		\$ 139.62
Total Change Order		\$ 5,724.29

Labor rates to be adjusted per DIR requierments

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	2
Dump fees	1	\$ 500.00	\$ 500.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -	Emergency call with large equipment (Loader) cleanup	
Subtotal			\$ 850.00	<u>Cost</u>	<u>Markup</u>
					15%
Total Material Costs			\$ 850.00	\$ 127.50	\$ 977.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)	8	\$ 95.91	\$ 767.28			
Labor 1 Shovel (July 2025 Rate)	8	\$ 75.09	\$ 600.72			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 378.37
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 2,350.05	\$ 352.51	\$ 2,702.56	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader	8	\$ 142.00	\$ 1,136.00			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move	4	\$ 125.00	\$ 500.00			
Non Production foreman		\$ 94.00	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 2,456.00	\$ 368.40	\$ 2,824.40	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
	\$ -		15%	
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order		\$ 6,504.46
Bonding Markup 2.5%		\$ 162.62
Total Change Order		\$ 6,667.08

Labor rates to be adjusted per DIR requierments

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	3
Asphalt	5	\$ 120.00	\$ 600.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -	Emergency call For Asphalt Patch	
Subtotal			\$ 950.00	<u>Cost</u>	<u>Markup</u>
					15%
Total Material Costs			\$ 950.00	\$ 142.50	\$ 1,092.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)	8	\$ 95.51	\$ 764.08			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	16	\$ 75.09	\$ 1,201.44			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 493.03
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 3,062.23	\$ 459.34	\$ 3,521.57	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader	8	\$ 105.00	\$ 840.00			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 1,660.00	\$ 249.00	\$ 1,909.00	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
	\$ -		15%	
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order		\$ 6,523.07
Bonding Markup 2.5%		\$ 163.08
Total Change Order		\$ 6,686.15

Labor rates to be adjusted per DIR requierments

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	4
Water	1	\$ 500.00	\$ 500.00	Date	3/11/2025
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ 500.00	Emergency call For Dust Control	
				<u>Cost</u>	<u>Markup</u>
					15%
Total Material Costs			\$ 500.00	\$ 75.00	\$ 575.00

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)		\$ 75.09	\$ -			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	8	\$ 75.46	\$ 603.68			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 115.85
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 719.53	\$ 107.93	\$ 827.46	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck	8	\$ 65.00	\$ 520.00			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 520.00	\$ 78.00	\$ 598.00	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
	\$ -		15%	
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order		\$ 2,000.46
Bonding Markup 2.5%		\$ 50.02
Total Change Order		\$ 2,050.48

Labor rates to be adjusted per DIR requierments

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	5
Water	1	\$ 500.00	\$ 500.00	Date	3/11/2025
Traffic Control	1	\$ 350.00	\$ 350.00	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -	Emergency call For Blow Sand Removal and Spreading per Day	
Subtotal			\$ 850.00	<u>Cost</u>	<u>Markup</u>
					15%
Total Material Costs			\$ 850.00	\$ 127.50	\$ 977.50

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)	16	\$ 95.91	\$ 1,534.56			
Labor 1 Shovel (July 2025 Rate)	16	\$ 75.09	\$ 1,201.44			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)	16	\$ 75.46	\$ 1,207.36			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 756.73
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 4,700.09	\$ 705.02	\$ 5,405.11	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade	8	\$ 135.00	\$ 1,080.00			
Water Truck	8	\$ 65.00	\$ 520.00			
950G Loader	8	\$ 142.00	\$ 1,136.00			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck	8	\$ 65.00	\$ 520.00			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day		\$ 300.00	\$ -			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 3,256.00	\$ 488.40	\$ 3,744.40	

Subcontracts	Amount			
	\$ -			
	\$ -			
	\$ -			
	\$ -			
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
	\$ -		15%	
Total Subcontracts Costs		\$ -	\$ -	\$ -

Sub Total Change Order		\$ 10,127.01
Bonding Markup 2.5%		\$ 253.18
Total Change Order		\$ 10,380.19

Labor rates to be adjusted per DIR requierments

Tri-Star Contracting Change Order Worksheet

Material	QTY	Unit Price	Amount	WO#	6
Plywood	1	\$ 500.00	\$ 500.00	Date	3/11/2025
		\$ -	\$ -	Description of work or change	
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
Subtotal			\$ 500.00	Abandoned home board-up	
				<u>Cost</u>	<u>Markup</u>
					15%
				<u>Total</u>	
Total Material Costs			\$ 500.00	\$ 75.00	\$ 575.00

Prevailing Wage Labor Rate	Hour	Rate	Total			
Operator 3 (Bobcat)		\$ 93.80	\$ -			
Operator 6 (Roller, Skiploader)		\$ 95.51	\$ -			
Grp 8 (backhoe, AC Paver, Grd Check)		\$ 95.62	\$ -			
Grp 12 (Excavator, Loader, Scraper)		\$ 95.91	\$ -			
Labor 1 Shovel (July 2025 Rate)	24	\$ 75.09	\$ 1,802.16			
Labor 2 Finish Grade (July 2025 Rate)		\$ 75.64	\$ -			
Labor 3 Wacker (July 2025 Rate)		\$ 76.19	\$ -			
Labor 4 Paving/Pipelayer (July 2025 Rate)		\$ 77.74	\$ -			
Cement Labor		\$ 73.52	\$ -			
Driver 3 (Dump Truck & 2 Axel W/T)		\$ 75.46	\$ -			
Driver 5 (3 Axel Water Truck)		\$ 75.68	\$ -			
Driver 6 (End Dump & Low Boy)		\$ 75.71	\$ -			
Apprentice per DIR Requirements		\$ 56.12	\$ -			
		\$ -	\$ -	Taxes & Liabilites	19.19%	\$ 345.83
		\$ -	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
		\$ -	\$ -		15%	
Total Labor Costs			\$ 2,147.99	\$ 322.20	\$ 2,470.19	

Equipment Rental Rate	Hours	Rate	Total			
Bobcat/Kabota		\$ 89.50	\$ -			
Asphalt Zipper		\$ 120.00	\$ -			
623D Scraper		\$ 195.00	\$ -			
210 Skiploader		\$ 105.00	\$ -			
430 Backhoe		\$ 105.00	\$ -			
JD85G Midi-Excavator		\$ 128.00	\$ -			
966G Loader		\$ 175.00	\$ -			
140G Blade		\$ 135.00	\$ -			
Water Truck		\$ 65.00	\$ -			
950G Loader		\$ 142.00	\$ -			
321 Excavator		\$ 195.00	\$ -			
470 Hitachi Excavator		\$ 287.50	\$ -			
Asphalt Paver		\$ 105.00	\$ -			
Roller		\$ 95.00	\$ -			
Dump Truck		\$ 65.00	\$ -			
End Dump		\$ 85.00	\$ -			
40 Ton Haul Truck		\$ 210.00	\$ -			
Crew Truck Per Day	1	\$ 300.00	\$ 300.00			
Lowboy w/driver equipment move		\$ 125.00	\$ -			
Non Production foreman		\$ 94.00	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>
Non Production Office		\$ 84.00	\$ -		15%	
Total Equipment Cost			\$ 300.00	\$ 45.00	\$ 345.00	

Subcontracts	Amount				
	\$ -				
	\$ -				
	\$ -				
	\$ -				
	\$ -	<u>Cost</u>	<u>Markup</u>	<u>Total</u>	
	\$ -		15%		
Total Subcontracts Costs		\$ -	\$ -	\$ -	

Sub Total Change Order		\$ 3,390.19
Bonding Markup 2.5%		\$ 84.76
Total Change Order		\$ 3,474.95

Labor rates to be adjusted per DIR requierments

11. Project Team Resumes

- a) Bryan Willis – President
Mr. Willis has over 35 years experience in the construction industry with a vast knowledge of all aspects of grading, excavation, sewer and water main repair and installation. and has been the president of Tri-Star Contracting II, Inc. since 2007.
- b) Dan Willis – Secretary/Superintendent
Mr. Willis has 16 years of experience in the construction industry with a vast knowledge of all aspects of grading, excavation, sewer and water main repair and installation. AQMD Dust Control & Confined Space and Trench safety certified.
- c) Victor Conteras – 30+ year’s experience as a heavy equipment operator and has been a lead foreman for Tri-Star Contracting II, Inc. since 2007. Mr. Conteras is 30hr OSHA, AQMD Dust Control & Confined Space and Trench Safety certified and oversees a crew of 4-7 operator/laborers.
- d) Micheal Carr – 45+ year’s experience as a heavy equipment operator and a lead grading foreman for Tri-Star Contracting II, Inc. since 2007 while overseeing a crew of 4-7 operators/laborers

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Kalaina Perez, Management Analyst

SUBJECT: APPROVE AMENDMENT NO. 2 TO CONTRACT NO. C41450 WITH HINDERLITER, DE LLAMAS AND ASSOCIATES (HDL) TO CONTINUE BUSINESS LICENSE TAX AND FEES ADMINISTRATION.

RECOMMENDATION:

1. Approve Amendment No. 2 to Contract No. C41450 with HdL to extend the term for one (1) year.
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to execute any amendments to the agreement.

BACKGROUND/ANALYSIS:

In May 2021, the City entered into a contractual agreement with HdL to outsource business license services. This decision was made in response to significant operational challenges posed by the COVID-19 pandemic, which resulted in a substantial backlog of business license applications and strained internal resources.

On January 9, 2025, during a study session, the City Council and staff reviewed concerns regarding the current processing of business licenses and explored the benefits of bringing these services back in-house. A key factor in this transition is the City's investment in Clariti software, which will enable a more efficient and streamlined approach once the business license module is fully implemented in the first quarter of 2026.

As the current four-year contract with HdL expires on April 30, 2025, a one-year contract extension is necessary to maintain services until they can be brought back in-house. This extension will provide the required time to implement the Clariti Software, enhance operational efficiency, and ensure uninterrupted service delivery.

The following four services are provided under the current contract:

1. **Operations Management Services** - Processing of renewals and new applications.
2. **Online Payment Processing** – Handling credit card and eCheck transactions.
3. **Discovery Services** – Identifying businesses subject to business licensing requirements.
4. **Collection Services** – Collecting outstanding business license-related debts.

Staff recommends keeping all four services in the contract; however, at this time, authorization will only be given for **Operations Management Services** and **Online Payment Processing** (items 1 and 2). Staff from the Development Services and Finance Departments will continue to monitor the contract and assess the need for Discovery and/or Collection Services.

HdL's Client Services Team has made significant progress in collaboration with staff, further supporting the need for a smooth transition. Therefore, staff recommends approving a one-year contract extension with HdL to support the implementation of Clariti and ensure an efficient transfer of business licensing back in-house.

Legal Review:

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

FINANCIAL IMPACT:

Funds in the amount of \$180,000 have been requested as part of the FY 2025-26 Annual Budget in Account No. 1104421-4309300 for this purpose. There is no additional impact on the General Fund.

ATTACHMENTS:

1. HdL Draft Amendment No. 2
2. HdL Amendment No. 1
3. HdL Contract No. C41450

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PALM DESERT
AND HINDERLITER DE LLAMAS AND ASSOCIATES**

1. Parties and Date.

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 24th day of March, 2022, by and between the City of Palm Desert (“City”) and Hinderliter De Llamas and Associates (also known as HdL Companies), a Corporation with its principal place of business at 120 S. State College Boulevard, Suite 200, Brea, California 92821 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled “Professional Services Agreement, Contract No. C41450” dated April 30, 2021 (“Agreement” or “Contract”) for the purpose of retaining the services of Consultant to provide business license administration services.

2.2 Amendment. The City and Consultant desire to amend the Agreement to extend the term.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.1.2 of the Agreement.

3. Terms.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

“The term of this agreement shall be from April 30, 2021 to April 30, 2023, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedule and deadlines.”

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 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 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]


SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND HINDERLITER DE LLAMAS AND ASSOCIATES

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Professional Services Agreement as of the day and year first above written.

CITY OF PALM DESERT

HINDERLITER DE LLAMAS AND ASSOCIATES

Approved By:


Todd Hileman (Apr 8, 2022 13:39 PDT)

L. Todd Hileman
City Manager


Robert Gray

Signature
robert gray

Name
CIO, Director of Tax & Fee Administration

Title

Attested By:



Anthony J. Mejia, MMC
City Clerk

Signature

Approved As To Form:

Name

By: *Robert Hargreaves*
Robert Hargreaves (Apr 8, 2022 13:37 PDT)

Best Best & Krieger LLP
City Attorney

Title

Insurance ID# 1Review
n/a LC
QC: 2Review
 MN

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT
Contract No. C41450**

1. PARTIES AND DATE.

This Agreement is made and entered into this 30th day of April, 2021, 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, County of Riverside, State of California ("City") Hinderliter De Llamas and Associates (also known as HdL Companies), with its principal place of business at 120 S. State College Blvd., Suite 200, Brea, CA 92821 ("Consultant"). City and Consultant 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:

BUSINESS LICENSE ADMINISTRATION
(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 April 30, 2021 to April 30, 2022, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Consultant 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. 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 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. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. 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: Connor Duckworth, Client Advisor.

3.2.5 City's Representative. The City hereby designates Janet Moore, Director of Finance, 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 Connor Duckworth, Client Advisor, 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.

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, 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. 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) 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.

(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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant 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 proposed amount included in consultant proposal (Exhibit B) 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 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.

3.4.3 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 sixty (60) days before the effective date of such termination. Consultant may, by written notice to City, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to City of such termination, and specifying the effective date thereof, at least ninety (90) 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.

3.6.1.2 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.

3.6.1.3 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: HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
ATTN: George Bonnin, Sales and Marketing
gbonnin@hdlcompanies.com

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
ATTN: Janet Moore, Director of Finance
jmoore@cityofpalmdesert.org

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 Proprietary Information of Consultant. As used in this Section, the term "proprietary information" means any information that relates to Consultant's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant's proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

3.6.3.3 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.

3.6.3.4 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.

3.6.3.5 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.

3.6.3.6 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.

3.6.3.7 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 Cooperative Purchasing. City acknowledges and agrees that any other public agency within the State (e.g., city, county, district, public authority, public agency, municipality or other political subdivision) may procure services that are substantially similar to any of the Services set forth in this Agreement, provided that such public agency executes a separate agreement with Consultant wherein the fees payable for the services rendered to such public agency are the responsibility of such public agency and not City.

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel approved by 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, 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 work days. 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 HDL COMPANIES**

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

HDL COMPANIES

By: 
L. TODD HILEMAN
CITY MANAGER

By: 
Its: 

ATTEST:

Printed Name: Robert Gray

By: 
City Clerk

**PLEASE SEE THE
ATTACHMENT**
MM 5/5/2021

APPROVED AS TO FORM:

By: *Robert Hargreaves*
Robert Hargreaves (M&T 7, 2021 11:14 PM)
Best Best & Krieger LLP
City Attorney

REVIEWED BY:

Janet M. Moore
JANET M. MOORE
Director of Finance

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 Los Angeles

On May 5, 2021, before me, Ramin Mirage, Notary Public, personally appeared Robert Gray, 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.



R. Mirage
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:

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Professional Services Agreement

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Contract No. C41450

**EXHIBIT "A"
SCOPE OF SERVICES
HDL COMPANIES PROPOSAL**

City of Palm Desert, CA

TAX & FEE ADMINISTRATION SERVICES

April 27, 2021

HdL  Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
Connor Duckworth
T: 714-879-5000
E: cduckworth@hdlcompanies.com

Scope of Service

BACKGROUND: HdL Companies was founded in 1983 and since then has helped cities, counties, and special districts maximize revenues through allocation audits, financial and economic analysis. As local tax experts, the firm also assists municipalities with Business License Administration Services, Business License Compliance and Audit Management, TOT Management, Short Term Rentals Discovery and Administration, Operations Support, Fee and Ordinance Analysis and other analytical services that allow cities and counties to expand the effectiveness of related internal operations. Most of HdL's key staff members have extensive local government experience, having previously held positions in city management, finance, planning, economic development, or revenue collection.

As proposed, HdL will work with the City business license staff to assist with the administration of the City's business license program utilizing HdL's state of the art cloud-based business license software. HdL's proposal for business license administration and management includes:

Business License Tax Operations Management

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry. HdL will work in conjunction with the City during the implementation, and on an ongoing basis, to establish clear primary roles for the City and HdL to jointly facilitate the program prior to implementation. The City and HdL will mutually agree on procedures for administering the business tax on an ongoing basis.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notices and up to two additional contacts via letter, email, or telephone. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process mail, online and phone payments in an expedited manner. The City will process payments received in person at the counter. License accounts will be updated daily with

payment information and revenues received by HdL will be disbursed to the City net HdL's service fees at an interval to be determined with the City during project implementation. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order / Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax - Revenue Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax – Audits Only

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable to meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

Transient Occupancy Tax – Operations Management Services

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day-to-day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years.

Reports – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

Progress Payments – HdL’s TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.

Transient Occupancy Tax - Audit Only Service

HdL’s Transient Occupancy Tax Audit Service employs a business-friendly approach which educates hoteliers in transient occupancy tax regulations and filing procedures, ensures compliance, and maximizes agency revenues. The process incorporates the following:

Ordinance and Filing Procedure Review – Analysis of Transient Occupancy Tax ordinances and agency procedures are conducted to identify possible deficiencies or other administration related issues. Recommendations are made by the audit team for items such as to best practices, form design, and potential ordinance modifications to insure the most effective policies and controls.

Analysis Report – HdL’s audit team will obtain and conduct a review of the most recent 36 months of transient occupancy tax filings. In order to verify and augment the data, the audit team will compile a variety of supplemental information on each property, including number of rooms, occupancy rate, physical condition, and business dynamics. Data is then further scrutinized in order to identify unusual or suspicious reporting and/or other variables that indicate cause for further review. Information and findings are documented in the analysis report for review with the Agency.

Analysis Review – Upon completion of the analysis report, meetings are scheduled with the agency to review the results as well as identify and recommend lodging providers who require additional investigation or examination to determine their compliance with the Agency’s ordinance.

Audit Notification & Scheduling – Lodging providers selected by HdL and approved by the Agency for an audit are sent a letter and scheduled for a Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. Lodging providers will be reminded of the documents required for the audit that were discussed in webinars and previous communications. Lodging providers are afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team reviews the books and records of the lodging provider to determine compliance with transient occupancy tax regulations. HdL validates taxable gross rents, exemptions, bank statements, daily/monthly summaries, and other relevant information for determining compliance. Supporting documentation for relevant items such as exemptions will also be documented for accuracy.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report is generated and reviewed with the Agency. The report indicates specific results of the reviews and recommended actions. Documentation will be included with the report to assist the Agency and HdL in determining next steps.

Deficiency and Commendation Notification – Upon final review with the Agency, lodging providers that are found to have deficiencies are notified of the findings as well as payment and appeal processes. Appointments are also scheduled to review the findings and educate taxpayers on proper filing procedures designed to prevent future errors and deficiencies. Lodging providers found to be compliant are sent a commendation letter thanking them for their cooperation and compliance.

Invoicing & Collections – Lodging providers found to be underreporting are invoiced through the standard Agency approved collections process identical to the procedures approved for other Programs. Balances are collected and remitted along with supporting documentation to the Agency through approved remittance processes.

Short Term Rental - Operations Management Services

The Short-Term Rental (STR) Program provided by HdL takes a unique approach in ensuring compliance and educating lodging providers, including short term rental hosts (STR Hosts), in transient occupancy tax regulations and filing procedures, regulatory permits and licensing, and other City specific goals and objectives. HdL's program involves a modular, customer service centric approach, that reduces City administrative costs and provides the City with assurances of future compliance and reporting practices from the City's short-term rental lodging industry.

HdL's modular approach starts with a detailed analysis of STR listing on a variety of published methods, including Airbnb, Home Away, VRBO, etc. This process creates a full inventory of short-term rentals within the City's proscribed geographic boundary, including the full name of the owner and the physical address of the unit. Each STR is tracked and updated nightly with valuable data that can include items such as number of nights rented, average occupancy rates, room rates, as well as trend and usage reporting.

Following identification, HdL conducts a targeted education and compliance campaign designed to inform STR Hosts of their obligations to file and remit taxes and other requisite licenses and permits as may be needed. Each lodging provider is provided a full overview of the requirements and how to best comply both in the present and the future. During the registration process, HdL offers a variety of support options to the community including online filing, file-by-phone, email, and registration via standard mail. HdL tax and license specialists are available throughout the process to provide support to the STR community and to assist in the registration process.

Once registered, accounts move into a standard administration process. HdL manages the filing of tax returns and other prerequisites on a quarterly or monthly basis, depending on City requirements. This includes mailing of tax returns, processing of payments, customer support, delinquency follow up, and the development and management of an online portal for registration, filing, payments, and other support related needs.

STR Identification & Monitoring

HdL compiles a list of all actively posted short term rentals available from a wide array of sources. Lists are compiled and aggregated to accommodate duplicate listings from various sites. During the identification and monitoring process, HdL will:

- Scan over 20 different rental sites, including global aggregators like HomeAway/VRBO Airbnb, Turnkey.com, and Booking.com, national aggregators like Vacasa and Turnkey and small, local property management firms.;
- Match Listings to specific parcels using GIS and property tax assessor data.

- Create comparison reports to determine which properties may already be compliant or registered and paying taxes.
- Provide visual map of all listings within the City.
- Record listing details such as start date, various sites linked to, other information necessary for documenting evidence of STR activity; and
- Continually monitor activity to identify and record new listings and closures to ensure accurate real-time identification and monitoring.

Education, Registration, and Compliance

Using the list of active STR listings, HdL conducts a series of City approved education-based programs ranging from mailers to direct phone contacts. Each packet contains all the information necessary to obtain registration and comply with local requirements. HdL assists STR hosts throughout the program with information and support with all aspects of becoming compliant. During this program, HdL will:

- Validate listing to ensure proper identification and filter out records that may lead to erroneous contacts.
- Notify non-compliant entities with a series of education-based packets designed to garner compliance.
- Provide a support center for assistance with general questions, support, and assistance with filing and paying returns.
- Provide online portal with links to FAQs, education packets, and support for registering, filing returns, and making payments online.
- Follow up with non-compliant accounts to obtain registration.
- Work with City to identify additional requirements and ensure collection of data necessary to enforcement procedures.
- Establish optional implementation items such as amnesty programs, back tax and penalty provisions, and other pre-registration programs.

**EXHIBIT "B"
COMPENSATION**

**Business License Tax & Fee
Administration Services**

Business License Operations Management	\$15.00\processed account + CPI
Hybrid software implementation, hosting, use and support	\$15,000 1 st year, \$8,000 + CPI per year thereafter
Business Tax Compliance (Discovery/Audits)	35% of all collected revenue
Business Tax Collections	25% of all collected revenue
Payment processing fees	Agency funded - 2.9% credit cards, \$0.50 eCheck Convenience fee - 2.9%, minimum \$2.00
POTENTIAL FUTURE ADDITIONAL SERVICES	
Short Term Rental Operations Management	\$15.00\monthly filing + CPI
Short Term Rental Permitting	\$20\permit application +CPI
Short Term Rental Compliance Services	35% of all revenue collected
* Multi-service Discount Opportunity Eligible if bundled with HdL Sales Tax Services at time of agreement	1 st year hybrid access cost is <u>reduced</u> to \$8,000 (a \$7,000 savings)

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.]






Business License Service Agreement

Final Audit Report

2021-05-07

Created:	2021-05-07
By:	Veronica Tapia (vtapia@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe1H5_nF5hKseToPN8slAVAO7VDafUK5U

"Business License Service Agreement" History

-  Document created by Veronica Tapia (vtapia@cityofpalmdesert.org)
2021-05-07 - 4:54:59 PM GMT- IP address: 64.60.5.80
-  Document emailed to Todd Hileman (thileman@cityofpalmdesert.org) for signature
2021-05-07 - 4:56:21 PM GMT
-  Email viewed by Todd Hileman (thileman@cityofpalmdesert.org)
2021-05-07 - 5:07:48 PM GMT- IP address: 104.143.198.160
-  Document e-signed by Todd Hileman (thileman@cityofpalmdesert.org)
Signature Date: 2021-05-07 - 5:08:07 PM GMT - Time Source: server- IP address: 47.184.100.74
-  Agreement completed.
2021-05-07 - 5:08:07 PM GMT










Business License Service Agreement - signed

Final Audit Report

2021-05-07

Created:	2021-05-07
By:	Janet Moore (jmoore@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGkSu5mcMzN0Y90AgiuvJU38yunHLvGtb

"Business License Service Agreement - signed" History

-  Document created by Janet Moore (jmoore@cityofpalmdesert.org)
2021-05-07 - 6:31:38 PM GMT- IP address: 64.60.5.80
-  Document e-signed by Janet Moore (jmoore@cityofpalmdesert.org)
Signature Date: 2021-05-07 - 6:33:03 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to Gloria Sanchez (gsanchez@cityofpalmdesert.org) for signature
2021-05-07 - 6:33:07 PM GMT
-  Email viewed by Gloria Sanchez (gsanchez@cityofpalmdesert.org)
2021-05-07 - 7:22:21 PM GMT- IP address: 104.128.25.28
-  Document e-signed by Gloria Sanchez (gsanchez@cityofpalmdesert.org)
Signature Date: 2021-05-07 - 7:22:49 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Document emailed to Robert Hargreaves (robert.hargreaves@bbklaw.com) for signature
2021-05-07 - 7:22:53 PM GMT
-  Email viewed by Robert Hargreaves (robert.hargreaves@bbklaw.com)
2021-05-07 - 8:12:58 PM GMT- IP address: 45.41.142.15
-  Document e-signed by Robert Hargreaves (robert.hargreaves@bbklaw.com)
Signature Date: 2021-05-07 - 8:14:08 PM GMT - Time Source: server- IP address: 74.116.243.2
-  Agreement completed.
2021-05-07 - 8:14:08 PM GMT

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND HINDERLITER, DE LLAMAS AND ASSOCIATES

1. Parties and Date.

This Amendment No. 2 to the made and entered into on **April 10, 2025**, between the City of Palm Desert ("City") and **Hinderliter, De Llamas and Associates (also known as HdL Companies)**, a **Corporation**, with its principal place of business at **120 S. State College Blvd., Suite 200, Brea, CA. 92821** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1(a) Agreement. The City and **Hinderliter, De Llamas and Associates** have entered into an agreement entitled "Professional Services Agreement" dated **April 30, 2021**. ("Agreement" or "Contract") for the purpose of retaining the services of **Hinderliter, De Llamas and Associates** to provide **Business License Tax and Fees Administration**.

Amendment Number	Amendment Description	Amendment Date
1	Extend Term	03/24/2022

2.2(b) Amendment No. 2. The City and **Hinderliter, De Llamas and Associates** desire to amend the Agreement to **Extend the Term**.

2.3(c) Amendment Authority. This Amendment No. 2 is authorized pursuant to **Section 3.6.14** of the Agreement.

3. Terms.

3.1(a) Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

The term of this agreement shall be from April 30, 2021, to April 30, 2026, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedule and deadlines.

Exhibits "A" and "B" are hereby deleted in their entirety and replaced with Exhibit "A-1", attached hereto and incorporated herein by reference.

3.2(b) Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3(c) Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4(d) Severability. If any portion of this Amendment No. 2 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(e) Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF PALM DESERT
AND HINDERLITER, DE LLAMAS AND ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the Professional Services Agreement as of the day and year first above written.

CITY OF PALM DESERT

HINDERLITER, DE LLAMAS AND ASSOCIATES, A CORPORATION.

By: _____
Chris Escobedo
Interim City Manager

By: _____
Richard Park
CFO

Attest:

By: _____
Joshua Davis
VP of TFA

By: _____
Anthony J. Mejia
City Clerk

Approved as to form:

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

City Clerk QC: _____

Contract QC: _____

Insurance:

Initial Review

Final Approval

Business License Tax and Fees Administration
SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. Operations Management Services

- 1.1. Maintain a database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date.
- 1.4. Provide multiple options for businesses to submit applications, renewals, or payments and to request support (including via website, email, mail, phone, and fax.) Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific.
- 1.5. Remit revenue no less than monthly to Client.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax.

2.1. Discovery Services – Applicable to accounts in Discovery process as of or prior to March 31, 2025.

- 2.1.1. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.2. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.3. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.4. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

3. Online Payment Processing – Consultant's services include PCI compliant payment processing services which support both credit card and eCheck transactions.

3.1. Client Responsibilities

- 3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Consultant's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Consultant's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

- 3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

1. Operations Management Services

- 1.1. Fees for performing operations management Services shall be \$20.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
- 1.2. If this contract is extended beyond April 2026, then fees will be increased as of January 1st of each calendar year (beginning January 1, 2027) with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 1.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 1.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

2. Compliance Services

- 2.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
 - 2.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
 - 2.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
 - 2.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
- 2.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 2.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

- 2.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 2.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
3. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
 - 3.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
 - 3.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
 - 3.1.2. ACH/eCheck processing - \$2.50 per transaction
 - 3.2. Client funded
 - 3.2.1. Credit and debit card processing – 2.9% of transaction amount
 - 3.2.2. ACH/eCheck processing - \$0.75 per transaction
 - 3.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
 - 3.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst
Angelique Hodges, Management Aide

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. C47070 WITH FLOCK SAFETY FOR EXPANSION OF AUTOMATED LICENSE PLATE RECOGNITION (ALPR) SYSTEM; APPROPRIATION AND USE OF CITIZENS OPTION FOR PUBLIC SAFETY/SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUNDS

RECOMMENDATION:

1. Approve Amendment No. 1 to Contract No. C47070 with Flock Safety in the amount of \$138,750 for the purchase and installation of 44 additional cameras.
2. Authorize appropriation in the amount of \$133,000 from Fund 229-Public Safety Supplemental Law Enforcement Services Fund Balance (COPS/SLESF) to Account No. 2294210-4391400.
3. Authorize the City Manager to execute Amendment No. 1 and any necessary documents, and to make non-monetary modifications as needed.

BACKGROUND/ANALYSIS:

On February 15, 2024, the City Council approved a five-year agreement (Contract No. C47070) with Flock Safety to consolidate earlier phases of the City's ALPR program and secure a fixed subscription rate of \$2,500 per camera per year for 113 units through June 30, 2029.

Due to the program's ongoing success in aiding real-time investigations, recovering stolen property, and deterring crime, staff recommends expanding the City's Automated License Plate Recognition (ALPR) system by 44 additional cameras. Deployment will be based on input from the Riverside County Sheriff's Department (RSO), with priority on ingress/egress locations and public safety corridors.

The Live View cameras will be implemented as part of a 90-day pilot program, designed to evaluate the system's operational value, community acceptance, and governance framework. The program includes:

- Community outreach and education to increase transparency and awareness
- Public engagement through surveys and scheduled public viewing sessions
- Policy development and oversight refined in coordination with RSO
- Feedback collection from residents, businesses, and stakeholders

At the end of the pilot, the City Council will review the results and may choose to:

- Continue the program as proposed
- Halt further implementation
- Modify its scope or governance

This approach balances innovation with public input and ensures alignment with City values and community expectations.

To secure favorable pricing and eliminate implementation fees, the City submitted a non-binding Letter of Intent (LOI) to Flock Safety. The LOI locks in current pricing through June 30, 2029 and provides a 100% waiver of implementation fees through April 15, 2025, generating \$10,400 in cost savings.

Hardware Costs (One-Time Purchase)

<i>Camera Type</i>		<i>Quantity</i>	<i>Unit Price</i>	<i>Subtotal</i>
<i>Standard ALPR</i>	Captures license plate data and vehicle characteristics	29	\$3,000	\$87,000
<i>Fixed/Flex ALPR</i>	Location-flexible license plate recognition for temporary coverage	3	\$3,250	\$9,750
<i>Live View Cameras</i>	Evidence-capturing devices in real-time	9	\$3,000	\$27,000
<i>Long-Range ALPR</i>	Captures clear images of vehicles traveling at high speeds over long distances	3	\$5,000	\$15,000
<i>Gross Total for New Cameras</i>		44	—	\$138,750

**All cameras feature ALPR capabilities, with variations in range, mobility, and live video functionality*

Annual Subscription Costs

<i>Group</i>	<i>Qty</i>	<i>Rate/Camera</i>	<i>Annual Breakdown</i>	<i>5-Year Total</i>
<i>Existing (Locked Rate)</i>	113	\$2,500	\$282,000	\$1,412,500
<i>New (Current Rate)</i>	44	\$3,000-\$5,000	\$138,750	\$693,750*
<i>Combined</i>	157	—	\$421,250	\$2,106,250

**This amount reflects the 48-months remaining in the 5-Year Agreement.*

The COPS/SLESF program (AB 3229) provides a minimum annual grant allocation of \$100,000 to cities for frontline law enforcement purposes.

As of the date of this report, the City has sufficient funding available. Staff request an appropriation of \$133,000 from the COPS/SLESF Fund Balance (229) to support this purchase.

Legal Review:

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

Strategic Plan:

This project directly supports Priority 1 of the City's Strategic Plan: Enhance the Delivery of Public Safety Services, by leveraging technology to strengthen law enforcement efforts, improve response times, and support investigative operations.

FINANCIAL IMPACT:

The allocation of COPS/SLESF monies will fund the new equipment. The Riverside County Auditor Controller allocates the grant award in the County's Supplemental Law Enforcement Services Account (SLESA) annually.

The funds are then deposited into Fund 229 COPS/SLESF Grant Monies, established by the City. While there is currently a small fund balance on the account, an appropriation in the amount of \$133,000 to Account No. 2294210-4391400 is necessary to facilitate this request. There is no direct financial impact to General Fund with this action. The annual subscription cost will be included as part of the FY 2025-26 Annual Budget request.

ATTACHMENTS:

1. FLOCK Agreement C47070 (Original)
2. Palm Desert Police Department (RSO) SLESF Expenditure Plan
3. California Government Code Section 30061
4. Flock Amendment No. 1 C47070 DRAFT

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this 15th day of February, 2024, 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 FLOCK GROUP INC DBA FLOCK SAFETY, a Corporation, with its principal place of business at 1170 Howell Mill Road, NW Suite 210, Atlanta, Georgia 30318 ("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:

Automated License Plate Recognition Software Subscription
(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. Additionally, Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-1" and attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

3.1.2 Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2029, 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.

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 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. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. 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: **Tonia Crump, Customer Success Manager, Major Accounts.**

3.2.5 City's Representative. The City hereby designates **L. Todd Hileman, City Manager**, 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 **Tonia Crump, Customer Success Manager, Major Accounts**, 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. RESERVED

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) 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. RESERVED

(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 **ONE MILLION, FOUR HUNDRED TWELVE THOUSAND, FIVE HUNDRED**

DOLLARS (\$1,412,500.00) 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 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 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.

3.6.1.3 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.

3.6.1.4 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: FLOCK GROUP INC dba FLOCK SAFETY
1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA, 30318
**ATTN: TONIA CRUMP, CUSTOMER SUCCESS
MANAGER, MAJOR ACCOUNTS**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: L. TODD HILEMAN, CITY 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.

3.6.3 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 FLOCK GROUP INC dba FLOCK SAFETY**

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

FLOCK GROUP INC dba FLOCK SAFETY, A CORPORATION

By:


Mark Smith
General Counsel

Attest:

By:


Anthony J. Mejia
City Clerk

By:

(see additional signature page)

Mike Molina
VP Legal, Deputy General Counsel

Approved as to form:

By:

(see next page)

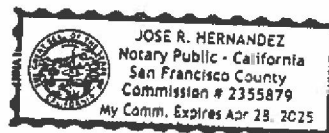
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: MN

Insurance:

* Feb 27, 2024
See A Hadatta Notary By
Jose R Hernandez

 Initial Review



 Final Approval

CALIFORNIA JURAT

GOVERNMENT CODE § 8202



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

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 27th day of February, 2024, by
Date Month Year

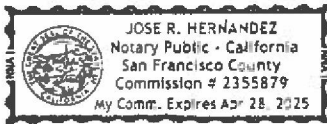
(1) Mark Smith

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
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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: _____

[Signature]
L. Todd Hileman
City Manager

FLOCK GROUP INC dba FLOCK SAFETY, A CORPORATION

By: _____

[Signature]
Mark Smith
General Counsel

Attest:

By: _____

[Signature]
Anthony J. Mejia
City Clerk

By: _____

[Signature]
Mike Molina
VP Legal, Deputy General Counsel

ANEUDYS MEJIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6138902
Qualified in Kings County
My Commission Expires December 27, 2025

Approved as to form:

By: _____

(see next page)

Isra Shah
Best Best & Krieger LLP
City Attorney

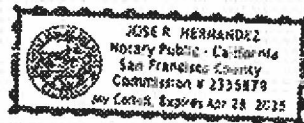
QC: MN

Insurance:

Initial Review

Final Approval

** Feb 27, 2024
See A. Hernandez with my By
Jose R. Hernandez*



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

State of California

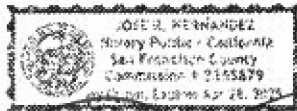
County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 27th day of February, 2024 by
Date Month Year

(1) Mark Smith

(and) (2) Michael Molina
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[Signature]
AREUDYS MEJIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ME6138902
Place Notary Seal and/or State Above
Qualified in Kings County
My Commission Expires December 27, 2025

Signature [Signature]
Signature of Notary Public

OPTIONAL

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**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND FLOCK GROUP INC dba FLOCK SAFETY**

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

FLOCK GROUP INC dba FLOCK SAFETY, A CORPORATION

By: _____
L. Todd Hileman
City Manager

By: _____
Mark Smith
General Counsel

Attest:

By: _____
Anthony J. Mejia
City Clerk

By: _____
Mike Molina
VP Legal, Deputy General Counsel

Approved as to form:

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

QC: MN
Insurance:
Initial Review
Final Approval

**Flock Safety + CA - City of Palm
Desert**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

Created Date: 01/17/2024
Expiration Date: 01/31/2024
Quote Number: Q-56802
PO Number:

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices. With unlimited user licenses, your entire law enforcement agency can access the real-time investigative leads needed to increase case clearance, protect the community, and decrease crime rates.

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
<p>National and Local Sharing</p>	<p>Access 18+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

<p>Transparency Portal</p>	<p>Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.</p>
<p>Insights Dashboard</p>	<p>Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.</p>
<p>Native MDT Application</p>	<p>Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.</p>
<p>Hot List Attachments</p>	<p>Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.</p>
<p>Single Sign On (SSO)</p>	<p>Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.</p>

License Plate Recognition

The Flock Safety Falcon™ LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon™ LPR Camera	Flock Safety Falcon™ Flex	Flock Safety Falcon™ XT
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <ul style="list-style-type: none"> √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance 	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <ul style="list-style-type: none"> √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case 	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <ul style="list-style-type: none"> √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work will get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

EXHIBIT "A"

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 73510 Fred Waring Drive Palm Desert, California 92260

Ship To: 73510 Fred Waring Drive Palm Desert, California 92260

Billing Company Name: CA - City of Palm Desert

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 60 Months July 1, 2024 - June 30, 2029

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual - First Year at Signing

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$282,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	113	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$282,500.00
Annual Recurring Subtotal:	\$282,500.00
Discounts:	\$282,500.00
Estimated Tax:	\$0.00
Contract Total:	\$1,412,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Exhibit "A"

Discounts Applied	Amount (USD)
Flock Safety Platform	\$282,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Exhibit "A"

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon [®]	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint [®] technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera



Riverside County Sheriff's Department

Chad Bianco, Sheriff-Coroner

Palm Desert Station

73-705 Gerald Ford Drive • Palm Desert • California • 92211
www.riversidesheriff.org

March 20, 2025

Chris Escobedo, Interim City Manager
City of Palm Desert
73510 Fred Waring Dr.
Palm Desert, CA 92260

Dear Mr. Escobedo,

This letter serves to meet the statutory requirements of California Assembly Bill 2885, which requires that the Chief of Police, of a California Municipality, receiving Supplemental Law Enforcement Services Funding (SLESF) draft a written request outlining a spending plan for approval by the City Council. In accordance with the requirements of SLESF all the following proposed expenditures are for "front line law enforcement" and will not be used to "supplant" any existing funding for this agency.

The following is a general list of proposed expenditures for the encumbrance and allocation to the City of Palm Desert's Police Department:

- 2025 Crime Suppression Programs 20%
- Equipment, Services and Supplies 80%

Crime Suppression Programs (20%)

The Palm Desert Police Department is requesting approximately half of the allocated funds to be used toward various crime suppression programs throughout the year. These programs will allow staff to focus their efforts on an identified problem that directly affects quality of life concerns for Palm Desert residents. These programs will be conducted utilizing staff that are equipped and trained to combat criminal activity while identifying those responsible for their crimes.

During these shifts, deputies will patrol on foot, bicycles, motors, horses, patrol cars, and undercover vehicles to accomplish their mission. This will also allow staff to be in full uniform or should an undercover capacity be appropriate, plain clothes can be authorized. These programs can range anywhere from various theft suppression programs, a problem with commercial or residential burglaries in a specific area, retail theft organized crime rings, thefts from vehicles in concentrated locations, trespassing operations, vandalism to recreational areas, speed enforcement, amongst many other identified criminal activities that directly affect quality of life. All these operations will be a supplement to existing law enforcement services.

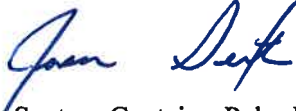
Equipment, Services and Supplies (80%)

These funds are used for a plethora of various items including, but not limited to, monthly rental vehicles for undercover officers assigned to the Burglary Suppression Unit (BSU), load bearing vests (LBV) for new special team members or the replacement of old, worn vests, bicycle maintenance, miscellaneous special team supplies, electronic ticket writers for the Palm Desert Traffic Bureau, and any other various equipment expenses that may arise throughout the year. Computers, technology, ALPR cameras and other support apparatus will be purchased using these funds, as needed. Any eligible frontline law enforcement expenditure that can be approved will utilize these funds to minimize impact to the operational budget.

The SLESF expenditures will continue to be reflected in The City of Palm Desert Fiscal Account #2294210-4391400.

Sincerely,

Chad Bianco, Riverside County Sheriff-Coroner

A handwritten signature in blue ink that reads "Jason Sexton". The signature is written in a cursive style with a large initial 'J' and 'S'.

Jason Sexton, Captain - Palm Desert Station

State of California

GOVERNMENT CODE

Section 30061

30061. (a) There shall be established in each county treasury a Supplemental Law Enforcement Services Account (SLESA), to receive all amounts allocated to a county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the county auditor shall allocate the moneys in the county's SLESA within 30 days of the deposit of those moneys into the fund. The moneys shall be allocated as follows:

(1) Five and fifteen-hundredths percent to the county sheriff for county jail construction and operation. In the case of Madera, Napa, and Santa Clara Counties, this allocation shall be made to the county director or chief of corrections.

(2) Five and fifteen-hundredths percent to the district attorney for criminal prosecution.

(3) Thirty-nine and seven-tenths percent to the county and the cities within the county, and, in the case of San Mateo, Kern, Siskiyou, and Contra Costa Counties, also to the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District, in accordance with the relative population of the cities within the county and the unincorporated area of the county, and the Broadmoor Police Protection District in the County of San Mateo, the Bear Valley Community Services District and the Stallion Springs Community Services District in Kern County, the Lake Shastina Community Services District in Siskiyou County, and the Kensington Police Protection and Community Services District in Contra Costa County, as specified in the most recent January estimate by the Demographic Research Unit of the Department of Finance, and as adjusted to provide, except as provided in subdivision (i), a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. For a newly incorporated city whose population estimate is not published by the Department of Finance, but that was incorporated prior to July 1 of the fiscal year in which an allocation from the SLESA is to be made, the city manager, or an appointee of the legislative body, if a city manager is not available, and the county administrative or executive officer shall prepare a joint notification to the Department of Finance and the county auditor with a population estimate reduction of the unincorporated area of the county equal to the population of the newly incorporated city by July 15, or within 15 days after the Budget Act is enacted, of the fiscal year in which an allocation from the SLESA is to be made. No person residing within the Broadmoor Police Protection District, the Bear Valley Community Services District,

the Stallion Springs Community Services District, the Lake Shastina Community Services District, or the Kensington Police Protection and Community Services District shall also be counted as residing within the unincorporated area of the County of San Mateo, Kern, Siskiyou, or Contra Costa, or within any city located within those counties. Except as provided in subdivision (i), the county auditor shall allocate a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. Moneys allocated to the county pursuant to this subdivision shall be retained in the county SLESA, and moneys allocated to a city pursuant to this subdivision shall be deposited in a SLESA established in the city treasury.

(4) Fifty percent to the county or city and county to implement a comprehensive multiagency juvenile justice plan as provided in this paragraph. The juvenile justice plan shall be developed by the local juvenile justice coordinating council in each county and city and county with the membership described in Section 749.22 of the Welfare and Institutions Code. The plan shall be reviewed and updated annually by the council. The plan or updated plan may, at the discretion of the county or city and county, be approved by the county board of supervisors. The plan or updated plan shall be submitted to the Office of Youth and Community Restoration by May 1 of each year in a format specified by the office that consolidates the form of submission of the annual comprehensive juvenile justice multiagency plan to be developed under this chapter with the form for submission of the annual Youthful Offender Block Grant plan that is required to be developed and submitted pursuant to Section 1961 of the Welfare and Institutions Code.

(A) The multiagency juvenile justice plan shall include, but not be limited to, all of the following components:

(i) An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol, and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families.

(ii) An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substances sales, firearm-related violence, and juvenile substance abuse and alcohol use.

(iii) A local juvenile justice action strategy that provides for a continuum of responses to juvenile crime and delinquency and demonstrates a collaborative and integrated approach for implementing a system of swift, certain, and graduated responses for at-risk youth and juvenile offenders.

(iv) A description of the programs, strategies, or system enhancements that are proposed to be funded pursuant to this subparagraph.

(B) Programs, strategies, and system enhancements proposed to be funded under this chapter shall satisfy all of the following requirements:

(i) Be based on programs and approaches that have been demonstrated to be effective in reducing delinquency and addressing juvenile crime for any elements of response to juvenile crime and delinquency, including prevention, intervention, suppression, and incapacitation.

(ii) Collaborate and integrate services of all the resources set forth in clause (i) of subparagraph (A), to the extent appropriate.

(iii) Employ information sharing systems to ensure that county actions are fully coordinated, and designed to provide data for measuring the success of juvenile justice programs and strategies.

(C) To assess the effectiveness of programs, strategies, and system enhancements funded pursuant to this paragraph, each county or city and county shall submit, by October 1 of each year, a report to the county board of supervisors and to the Office of Youth and Community Restoration on the programs, strategies, and system enhancements funded pursuant to this chapter. The report shall be in a format specified by the office that consolidates the report to be submitted pursuant to this chapter with the annual report to be submitted to the office for the Youthful Offender Block Grant program, as required by subdivision (c) of Section 1961 of the Welfare and Institutions Code. The report shall include all of the following:

(i) An updated description of the programs, strategies, and system enhancements that have been funded pursuant to this chapter in the immediately preceding fiscal year.

(ii) An accounting of expenditures during the immediately preceding fiscal year for each program, strategy, or system enhancement funded pursuant to this chapter.

(iii) A description and expenditure report for programs, strategies, or system enhancements that have been cofunded during the preceding fiscal year using funds provided under this chapter and Youthful Offender Block Grant funds provided under Chapter 1.5 (commencing with Section 1950) of Division 2.5 of the Welfare and Institutions Code.

(iv) Countywide juvenile justice trend data available from existing statewide juvenile justice data systems or networks, as specified by the Office of Youth and Community Restoration, including, but not limited to, arrests, diversions, petitions filed, petitions sustained, placements, incarcerations, subsequent petitions, and probation violations, and including, in a format to be specified by the office, a summary description or analysis, based on available information, of how the programs, strategies, or system enhancements funded pursuant to this chapter have or may have contributed to, or influenced, the juvenile justice data trends identified in the report.

(D) The office shall, within 45 days of having received the county's report, post on its internet website a description or summary of the programs, strategies, or system enhancements that have been supported by funds made available to the county under this chapter.

(E) The Office of Youth and Community Restoration shall compile the local reports and, by March 1 of each year following their submission, make a report to the Governor and the Legislature summarizing the programs, strategies, and system enhancements and related expenditures made by each county and city and county from the appropriation made for the purposes of this paragraph. The annual report to the Governor and the Legislature shall also summarize the countywide trend data and any other pertinent information submitted by counties indicating how the programs, strategies, or system enhancements supported by funds appropriated under this chapter

have or may have contributed to, or influenced, the trends identified. The office may consolidate the annual report to the Legislature required under this paragraph with the annual report required by subdivision (d) of Section 1961 of the Welfare and Institutions Code for the Youthful Offender Block Grant program. The annual report shall be submitted pursuant to Section 9795, and shall be posted for access by the public on the internet website of the office.

(c) Subject to subdivision (d), for each fiscal year in which the county, each city, the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District receive moneys pursuant to paragraph (3) of subdivision (b), the county, each city, and each district specified in this subdivision shall appropriate those moneys in accordance with the following procedures:

(1) In the case of the county, the county board of supervisors shall appropriate existing and anticipated moneys exclusively to provide frontline law enforcement services, other than those services specified in paragraphs (1) and (2) of subdivision (b), in the unincorporated areas of the county, in response to written requests submitted to the board by the county sheriff and the district attorney. Any request submitted pursuant to this paragraph shall specify the frontline law enforcement needs of the requesting entity, and those personnel, equipment, and programs that are necessary to meet those needs.

(2) In the case of a city, the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city.

(3) In the case of the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County, the legislative body of that special district shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief administrator of the law enforcement agency that provides police services for that special district.

(d) For each fiscal year in which the county, a city, or the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County receives any moneys pursuant to this chapter, in no event shall the governing body of any of those recipient agencies subsequently alter any previous, valid appropriation by that body, for that same fiscal year, of moneys allocated to the county or city pursuant to paragraph (3) of subdivision (b).

(e) For the 2011–12 fiscal year, the Controller shall allocate 23.54 percent of the amount deposited in the Local Law Enforcement Services Account in the Local Revenue Fund 2011 for the purposes of paragraphs (1), (2), and (3) of subdivision (b), and shall allocate 23.54 percent for purposes of paragraph (4) of subdivision (b).

(f) Commencing with the 2012–13 fiscal year, subsequent to the allocation described in subdivision (c) of Section 29552, the Controller shall allocate 23.54363596 percent of the remaining amount deposited in the Enhancing Law Enforcement Activities Subaccount in the Local Revenue Fund 2011 for the purposes of paragraphs (1) to (3), inclusive, of subdivision (b), and, subsequent to the allocation described in subdivision (c) of Section 29552, shall allocate 23.54363596 percent of the remaining amount for purposes of paragraph (4) of subdivision (b).

(g) Commencing with the 2013–14 fiscal year, subsequent to the allocation described in subdivision (d) of Section 29552, the Controller shall allocate 23.54363596 percent of the remaining amount deposited in the Enhancing Law Enforcement Activities Subaccount in the Local Revenue Fund 2011 for the purposes of paragraphs (1) to (3), inclusive, of subdivision (b), and, subsequent to the allocation described in subdivision (d) of Section 29552, shall allocate 23.54363596 percent of the remaining amount for purposes of paragraph (4) of subdivision (b). The Controller shall allocate funds in monthly installments to local jurisdictions for public safety in accordance with this section as annually calculated by the Director of Finance.

(h) Funds received pursuant to subdivision (b) shall be expended or encumbered in accordance with this chapter no later than June 30 of the following fiscal year. A local agency that has not met the requirement of this subdivision shall remit unspent SLESA moneys received after April 1, 2009, to the Controller for deposit in the Local Safety and Protection Account, after April 1, 2012, to the Local Law Enforcement Services Account, and after July 1, 2012, to the County Enhancing Law Enforcement Activities Subaccount. This subdivision shall become inoperative on July 1, 2015.

(i) In the 2010–11 fiscal year, if the fourth quarter revenue derived from fees imposed by subdivision (a) of Section 10752.2 of the Revenue and Taxation Code that are deposited in the General Fund and transferred to the Local Safety and Protection Account, and continuously appropriated to the Controller for allocation pursuant to this section, are insufficient to provide a minimum grant of one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction, the county auditor shall allocate the revenue proportionately, based on the allocation schedule in paragraph (3) of subdivision (b). The county auditor shall proportionately allocate, based on the allocation schedule in paragraph (3) of subdivision (b), all revenues received after the distribution of the fourth quarter allocation attributable to these fees for which payment was due prior to July 1, 2011, until all minimum allocations are fulfilled, at which point all remaining revenue shall be distributed proportionately among the other jurisdictions.

(j) The county auditor shall redirect unspent funds that were remitted after July 1, 2012, by a local agency to the County Enhancing Law Enforcement Activities

Subaccount pursuant to subdivision (h), to the local agency that remitted the unspent funds in an amount equal to the amount remitted.

(Amended by Stats. 2024, Ch. 50, Sec. 1. (AB 169) Effective July 2, 2024.)

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FLOCK GROUP DBA FLOCK SAFETY

1. Parties and Date.

This Amendment No. 1 to the **PROFESSIONAL SERVICES AGREEMENT, C47070** is made and entered into as of this **10th** day of **April 2025**, by and between the City of Palm Desert ("City") and **FLOCK GROUP INC DBA FLOCK SAFETY, a Corporation**, with its principal place of business at **1170 Howell Mill Rd. NW STE. 210** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **FLOCK GROUP INC DBA FLOCK SAFETY** have entered into an agreement entitled "**PROFESSIONAL SERVICES AGREEMENT, C47070**" dated **July 1, 2024** ("Agreement" or "Contract") for the purpose of retaining the services of **FLOCK GROUP INC DBA FLOCK SAFETY** to provide **Automated License Plate Recognition Software Subscription and new hardware**.

2.2 Amendment. The City and **FLOCK GROUP INC DBA FLOCK SAFETY** desire to amend the Agreement to **Additional Cameras (44) and subscription costs**. The Parties have heretofore entered into that Amendment No. 1 dated **April 10, 2025**.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to **3.6.14** of the Agreement.

3. Terms.

3.1.1 Scope of Services. The Agreement is hereby amended in its entirety to read as follows:

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. Consultant shall comply with all Federal requirements applicable to the Services as set forth in Exhibit " A-1" attached hereto and incorporated herein by reference (" Federal Requirements"). **Additionally, the Consultant shall comply with Exhibit "A-2" attached hereto and incorporated herein by reference.** With respect to any conflict between such Federal Requirements and the terms of this Agreement and/ or the provisions of state law, the more stringent requirement shall control.

3.3.1 Compensation. The Agreement is hereby amended in its entirety to read as follows:

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit " C" and Exhibit "A-2" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million, One Hundred Six Thousand, Two Hundred Fifty Dollars (\$2,106,250)** without written approval of the City Council or City Manager, as applicable.

Original Cost Total (5-Year Term)	Amendment No. 1 (Hardware purchase & Remaining 48-months)	Amended Contract Total (Combined)
\$1,412,500	\$693,750	\$2,106,250

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 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 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FLOCK GROUP INC DBA FLOCK SAFETY

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the **PROFESSIONAL SERVICES AGREEMENT** as of the day and year first above written.

CITY OF PALM DESERT

FLOCK GROUP INC DBA FLOCK SAFETY , A CORPORATION

By: _____

Chris Escobedo
Interim City Manager

By: _____

Mark Smith
General Counsel

Attest:

By: _____

Anthony J. Mejia
City Clerk

By: _____

Mike Molina
VP Legal, Deputy General Counsel

Approved as to form:

By: _____

Isra Shah
Best Best & Krieger LLP
City Attorney

City Clerk QC: _____

Contract QC: _____

Insurance: _____

Initial Review

Final Approval



ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	CA - City of Palm Desert	Initial Term:	24 Months
Legal Entity Name:	CA - City of Palm Desert	Renewal Term:	24 Months
Accounts Payable Email:	cescobedo@cityofpalmdesert.org	Payment Terms:	Net 30
Address:	73510 Fred Waring Drive Palm Desert, California 92260	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$138,750.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	25	Included
Flock Safety LPR, fka Falcon	Included	4	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	3	Included
Flock Safety Video Products			
Solar Video Camera Fixed, fka Condor	Included	3	Included
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Included	9	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	25	\$0.00
Professional Services - Standard Implementation Fee	\$0.00	4	\$0.00
Professional Services - Solar Implementation Fee	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	3	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	9	\$0.00

Subtotal Year 1: \$138,750.00
Annual Recurring Subtotal: \$138,750.00

Exhibit "A-2"

Discounts:	\$10,400.00
Estimated Tax:	\$0.00
Contract Total:	\$277,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of *the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$138,750.00
Annual Recurring after Year 1	\$138,750.00
Contract Total	\$277,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$10,400.00

We requested that the term remain the same.
Adding additional Cameras and subscription to each fiscal year.
Flock to provide updated proposal.

Exhibit "A-2"

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powered Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming. AC power is also available if needed.
Flock Safety Video Camera PTZ w/ LTE Service, fka Condor	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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Exhibit "A-2"

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Palm Desert

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

flock safety

FLOCK GROUP INC. AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and CA - City of Palm Desert (“**Customer**”), collectively referred to as (the “**Parties**”).

1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 3/31/2025, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is hereby amended to increase the Initial Term of the Agreement, referenced on the Order From, to forty-eight (48) months instead of twenty-four (24) months.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.

CA - City of Palm Desert

Signed by:
By: Mark Smith
AC5C931454C24F3...

By: _____

Name: Mark Smith

Name: _____

Title: General Counsel

Title: _____

Date: 3/31/2025

Date: _____

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Andrea Staehle, Director of Human Resources
Isra Shah, City Attorney

SUBJECT: CONSIDERATION OF APPROVING AN INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT

RECOMMENDATION:

Approve the Interim City Manager Employment Agreement with Christopher Escobedo, effective March 24, 2025.

BACKGROUND/ANALYSIS:

City Manager Todd Hileman submitted his resignation, effective March 21, 2025. In response, during the closed session held on February 27, 2025, the City Council voted to appoint Christopher Escobedo, Assistant City Manager, to serve as Interim City Manager.

Subsequently, during the March 27, 2025 closed session, the City Council discussed the terms of an employment agreement for Mr. Escobedo's interim appointment. It is a standard practice for the City to enter into an employment agreement with an Interim City Manager to establish compensation, duties, and conditions regarding the employee's return to their prior position. The City Council directed staff to prepare an agreement formalizing these terms.

Under the Brown Act, the City is required to provide an oral report before final action is taken on local agency executive compensation, including salary, schedules, or compensation paid in the form of fringe benefits. The key terms of the agreement are as follows:

- The compensation for Mr. Escobedo will be \$270,000 annually, paid on a pro-rata basis.
- Mr. Escobedo will continue to receive health and other benefits consistent with those received in his role as Assistant City Manager, without change.

Legal Review:

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

FINANCIAL IMPACT:

The City Manager position is a regularly budgeted position within the City's operating budget. The costs associated with appointing an interim City Manager are included within the existing budget appropriation and will be part of the FY 2025-26 Annual Budget request.

ATTACHMENT:

Interim City Manager Employment Contract

**CITY OF PALM DESERT
EMPLOYMENT AGREEMENT TO SERVE AS INTERIM CITY MANAGER**

1. PARTIES AND DATE.

This Employment Agreement (“Agreement”) is made and entered into this 24th day of March 2025 (“Effective Date”), by and between the City of Palm Desert, a municipal corporation (“City”), and Christopher Escobedo (“Employee”). City and Employee are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Interim Assignment. The City Council appointed Employee to serve as the Interim City Manager for the City, effective March 24, 2025.

2.2 Employment Agreement. City and Employee now desire to establish an Employment Agreement to set the terms of Employee’s employment while he serves as the Interim City Manager, which role shall cease at the discretion of Council. This appointment is temporary and at-will, and after termination of the Interim appointment, Employee shall return to his regular position with the City.

3. TERMS.

3.1 Temporary Duties. Employee shall perform the duties of the City Manager, as specified in the laws of the State of California and the ordinances and resolutions of the City of Palm Desert, on an Interim basis until such time as the City Council terminates the appointment and this Agreement shall be of no further force and effect.

3.1.1 Interim City Manager. City temporarily appoints Employee as Interim City Manager to perform the functions and duties in accordance with applicable state law, the City’s Municipal Code, as well as the approved City job description for the position. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.2 Temporary Compensation. Employee’s annual base salary, effective March 24, 2025, shall be temporarily increased to the total amount of \$270,000 and will not be eligible for the July 1, 2025 cost of living adjustment (COLA), until such time as the City Council terminates the appointment. Thereafter, Employee’s salary shall revert to that of his regular position, and this provision shall be of no further force and effect.

IN WITNESS WHEREOF, City and Employee have signed and executed this Agreement effective the date first above written.

CITY

EMPLOYEE

By: _____
Jan C. Harnik
Mayor

By: _____
Christopher Escobedo

ATTEST:

By: _____
Anthony J. Mejia
City Clerk

APPROVED AS TO FORM:

By: _____
Isra Shah
City Attorney

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Gary Shaffer, Director of Library Services

SUBJECT: PROVIDE DIRECTION ON LIBRARY FOUNDATION CONSIDERATIONS

RECOMMENDATION:

Provide direction on City/Library Foundation considerations.

BACKGROUND/ANALYSIS:

On July 1, 2024, the City of Palm Desert officially assumed library operations from the County of Riverside and their contracted operator, Library Systems & Services (LSS). On August 22, 2024, the City Council authorized the formation of a 501(c)(3) nonprofit, the Palm Desert City Foundation (“Foundation”) support organization. The Foundation would be specific to Palm Desert, focusing initially on fundraising for the library and with City Council direction could later expand to include other City operations with fundraising needs (e.g., public art, aquatics centers, parks) as they arise. At the February 27, 2025 meeting, the City Council had further discussion regarding the Foundation and requested additional research be completed. Based on City Council feedback, research was done on the areas of discussion:

- Research on other city foundations/support organizations including existing foundations like the Desert Community Foundation,
- Maintaining the City’s vision and mission for the Foundation,
- Management oversight of the Foundation,
- Oversight of Foundation funds,
- Library specific or citywide Foundation,
- Utilization of the Friends of the Library.

City/Library Foundations

Below are nine library foundations/city support organizations from across Southern California, including two Coachella Valley library foundations¹ and two city foundations², for comparison purposes (See Attachment 1 for details on the other fundraising organizations). The support organizations reviewed are in order of city population, smallest to largest:

- Rancho Mirage Library & Observatory Foundation¹
- City Of Beverly Hills Community Charitable Foundation²
- Friends of the Beverly Hills Public Library
- Palm Springs Public Library Foundation¹
- Newport Beach Public Library Foundation
- Carlsbad Library and Arts Foundation

- Riverside Community Services Foundation²
- Riverside Public Library Foundation
- Long Beach Public Library Foundation

The Foundations listed above, raise money by seeking general donations or via a specific initiative (e.g. children's services or capital campaign). In the case of two of the larger foundations (Carlsbad and Newport Beach) the foundations primarily manage large endowment accounts which generate enduring funds for ongoing initiatives. In the case of Newport Beach, the foundation also has engaged in raising funds for a capital campaign and a speaker series. The one library friends group identified (i.e. Beverly Hills) raises money by selling used books. This is a common practice of library friends groups throughout the country.

Based on the research of the other foundations, below is summary on how best to establish a Foundation while incorporating feedback received from the City Council.

1. Maintaining the City's Mission and Vision for the Foundation

By IRS regulation, a 501(c)(3) may only support the mission or organization it was chartered to support. Agreed-upon mission and vision statements, which align with those of the City and the library, will be incorporated into the governing documents. Governing documents will include a Memorandum of Understanding (MOU) between the City and the Foundation (Please see Attachment 2 for a sample MOU.).

2. Management and Oversight of Funds

The Foundation will be required to adhere to Generally Accepted Accounting Principles (GAAP) and would be subject to regular audits in alignment with IRS regulations. To retain further control, the City could request quarterly financial reports be filed with the City Council. The City Council could also choose to have the City directly manage the Foundation's bank account. The City would follow its standard investment strategy and policies with Foundation funds. The aforementioned MOU could also contain a dissolution clause, which would allow the City Council to dissolve the Foundation at any time if it wishes with all fund-balances reverting to the City's Library Fund.

3. Recommended Policies and Procedures

The City could require that the Foundation put in place a gift acceptance policy (See Attachment 3 for an example of such a policy.), which would dictate gift parameters. Per a gift acceptance policy, the Foundation would not accept a gift from a donor who requested to fund an initiative that the City or Foundation board does not wish to initiate. Ideally, a donor would give unrestricted funds or perhaps be directed towards an initiative outlined in the library's mission (e.g., children's literacy or a capital campaign). In the case of a naming opportunity for a capital campaign, a contract would be signed by both parties, reflecting the particulars and limitations of the agreement. The City may decide to incorporate other policies

at any time (e.g. document retention policy, etc.). Staff will ensure that all Foundation policies align with current City policies, and City policies shall take precedence in any area of conflict.

4. Utilization of the Friends of the Library

The Friends of the Palm Desert Library (FOTPDL) support the Palm Desert Library by selling gently used books and then using those proceeds to fund agreed upon initiatives at the library (e.g. newspaper and magazine subscriptions; adult programs, etc.). They do not consider themselves professional fundraisers, but rather volunteers. The FOTPDL are a chapter of the Friends of the Desert Libraries a 501(c)(3) nonprofit library support organization. Member chapters of this group consist of all the Coachella Valley Riverside County Library System locations and the FOTPDL. The County has requested that the FOTPDL become independent. Should the Foundation not move forward, they will need to set up their own 501(c)(3) to continue operating.

5. The Desert Community Foundation

Instead of a City Foundation, a third-party foundation partnership could be established. Staff met with the Desert Community Foundation (DCF) on March 11, 2025. The City may set up a library fund at DCF to which donors may contribute. The City would need to make an initial deposit of \$50,000. The City would then need to instruct potential donors to contribute to the library via check to DCF and stipulating “Palm Desert Library” in the note field. DCF has mechanisms to allow for credit card payments and directed giving to specific program accounts that the City has setup. (See Attachment 4 for the complete Visit Report.)

Consideration

While many municipal libraries engage in external fundraising to enhance services, the City Council retains the authority to allocate any General Fund monies to the library should no foundation be established. A likely scenario would be as follows:

FY 2025-26	Budget
Estimated County Property Tax Revenue	\$2,300,000
Estimated Library Operations	(\$2,700,000)
General Fund Subsidy	\$400,000

City Council Direction Requested

Staff seeks City Council guidance on the following options:

1. **Establish the Palm Desert City Foundation** and continue the process to complete its establishment including bylaws, policies and procedures.
2. **Discontinue efforts to establish the Foundation** and choose to fund the difference between the Palm Desert Library dedicated county property tax receipts and the library budget via General Fund subsidy.

3. **Set up an alternate mechanism to receive donations** at the Desert Community Foundation.

Legal Review:

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

FINANCIAL IMPACT:

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.

If the City Council were to forego establishing a foundation, there is no immediate direct financial impact with this action. However, in future fiscal years, any deficit between the dedicated County property tax receipts and the approved library budget will require support from the General Fund.

Should the City Council opt to set up an alternate mechanism to receive donations at the DCF, as indicated, a \$50,000 donation to DCF will be required to establish the DCF library fund. Those funds would be owned by the City but would need to remain in the Library Fund at DCF. To date the library has received donations in the amount of \$50,000 from private donors that could be used for this purpose.

ATTACHMENTS:

1. Other Fundraising Organizations Information
2. Public Library and Foundation MOU Example
3. Gift Acceptance Policy Example
4. Palm Desert Staff Visit with DCF Report

	Library Foundations			Annual	Annual Contri-	
		Population	End of Yr. Bal	Revenue	bution to Library	Activities
1	Rancho Mirage Library & Observatory Foundation	17,795	\$ 2,432,342	\$ 499,274	\$ 428,595	Books, Programs (Library & Observatory) Literary Legacy
2a	City Of Beverly Hills Community Charitable Foundation	30,974	\$ 409,560	\$ 30,744	\$ -	"Enhance the services and programs provided to the BH Community"
2b	Friends of the Beverly Hills Public Library	30,974	\$ 1,253,380	\$ 169,838	\$ 45,492	Fund books, digital media, info systems, summer reading. Commission artwork
3	Palm Springs Public Library Foundation	45,218	\$ 175,310	\$ 94,399	\$ 25,160	Access to library services, Cap. Campaign Ads
4	Newport Beach Public Library Foundation	82,637	\$ 3,841,330	\$ 7,111,675	\$ 9,214,843	Book Discussion Group, Financial Workshops, Lectures, & Capital Campaign
5	Carlsbad Library and Arts Foundation	113,495	\$ 4,783,411	\$ 278,230	\$ 105,000	Primarily manages endowment gifts & funds library and arts initiatives.
6a	Riverside Community Services Foundation	318,858	\$ 1,100,196	\$ 466,700	\$ -	Advance, and maintain public parks, recreation, and community services in the City of Riverside.
6b	Riverside Public Library Foundation	318,858	\$ 783,503	\$ 146,440	\$ 449,281	Fund books, databases, summer reading, lectures, celebrations, library operations
7	Long Beach Public Library Foundation	449,468	\$ 11,310,102	\$ 1,259,296	\$ 960,880	Fund the Family Learning Ctr., Makerspace Studios, Literacy initiatives, books, Chromebooks

Financial data per most recent IRS Form 990s.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIVERSIDE AND THE RIVERSIDE PUBLIC LIBRARY FOUNDATION

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 20__ (“Effective Date”), by and between the City of Riverside, a California charter city and municipal corporation, acting through the Riverside Public Library (“RPL”), and Riverside Public Library Foundation, Inc., a California non-profit corporation (“Foundation”) (hereafter referred to collectively as “Parties”).

RECITALS

- A. WHEREAS, the objective of this MOU is to establish the standards, terms, and conditions under which the Parties will collaborate to implement the Riverside Public Library Foundation’s Literacy Legacy Program for the benefit of the Riverside Public Library; and
- B. WHEREAS, the Riverside Public Library Foundation was formed as a non-profit corporation on July 26, 1997, for the purpose of raising funds to ensure the continued excellence of public library services for all City of Riverside residents.
- C. WHEREAS, consistent with its purpose, the Foundation has created the Literacy Legacy Program to support the future development and sustainability of Riverside Public Library’s state-of-the-art libraries and to advance the collective vision of expanding spaces for imagination, discovery, and connections by provided books, digital resources, technology, adult and family literacy programs, classes/programs for all ages, innovation centers, and spaces for community gathering, specifically by soliciting donations from donors, in consideration they will be given naming rights to specified Riverside Public Library spaces, facilities, buildings, etc.; and
- D. WHEREAS, the goal of the Literacy Legacy Program is to raise \$10 million over the next five years to support and sustain the Riverside Public Library; and
- E. WHEREAS, RPL agrees to work with the Foundation in the receipt and organization of this support.

NOW, THEREFORE, the Parties hereto agree as follows:

1. PURPOSE. Parties shall use their best efforts to arrange financial support for the Riverside Public Library by way of implementing the Literacy Legacy Program, the scope of which is attached hereto as **Exhibit “A”** and incorporated herein by reference, to help fund the Parties’ collective vision of expanding Riverside Public Library spaces for imagination, discovery, and connections by providing books, digital resources, technology, adult and family literacy programs, classes/programs for all ages, innovation centers, and

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spaces for community gathering. These gift funds are to be used to supplement and expand programs and services and not to take the place of city funding for RPL programs.

2. TERM. This MOU will be effective from the Effective Date and shall remain in effect for five years and may be extended by mutual written agreement of the Parties. Either Party upon thirty (30) days' written notice to the other Party may terminate this MOU.

3. DEFINITIONS.

- 3.1 General. The definitions set forth in the above recitals shall apply to this Agreement unless indicated otherwise.
- 3.2 Director. "Director" shall mean the Director of the Riverside Public Library.
- 3.3 Funds. "Funds" shall include Gifts, Grants, and any other contributions given to the Foundation by donors, or subsequently to RPL by the Foundation, for the benefit of the Riverside Public Library.
- 3.4 Gift. "Gift" shall mean a donation, monetary or in-kind, in which nothing of significant value is expected from the Foundation or RPL in return.
- 3.5 Grant. "Grant" shall mean a donation in which some specified statement of work or other condition, such as matching funds, is required of RPL.
- 3.6 Policies. "Policies" shall mean the policies set by the City Charter, the City Municipal Code, the City Administrative Manual, and any other rules set by ordinance or resolution, as may be amended from time to time.

4. THE FOUNDATION'S RESPONSIBILITIES.

- 4.1 Fundraising. The Foundation shall plan and execute comprehensive fundraising programs as part of the Literacy Legacy Program and create an environment conducive to increasing levels of financial support for the Riverside Public Library through Donations and Gifts, both in-kind and monetary, Grants, or other contributions, consistent with the mission and priorities of RPL.
- 4.2 Grants. The Foundation shall not accept a Grant, except in special circumstance wherein RPL has approved such application in accordance with Policies.
- 4.3 Restrictions on Funds. The Foundation shall obtain the written approval of the Director before applying for or accepting any Funds with restrictions. The Director reserves the right to refuse such approval for any reason, without explanation. The Director's approval shall not be deemed to bind the City to any requirement or obligation under the Grant.

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- 4.4 Designation of Funds. The Foundation shall clearly designate Funds as restricted, as well as disclose any terms, conditions, or limitations to the Funds, including but not limited to, allowable and disallowable expenses in the use of such Funds.
- 4.5 Transfer of Funds. The Foundation shall establish a clear process by which only the City, through RPL, may apply for use of the Funds. As the primary depository of Funds, the Foundation shall transfer Funds in compliance with applicable laws, Policies, and Gift agreements if applicable.
- 4.6 Management of Funds. The Foundation shall be responsible for the control and management of all assets of the Foundation, including the prudent management of all donations consistent with donor intent.
- 4.7 Data and Records. The Foundation shall maintain thorough and accurate records of all donations, including donor information, all restrictions on Funds, and requests for public acknowledgment. The Foundation shall provide RPL access to such data and records, as requested by RPL.
- 4.8 Corporate Operation. The Foundation shall be responsible for the performance and oversight of all aspects of its operations, as well as the employment, compensation, and evaluation of all of its agents.
- 4.9 Administrative Fee. All incoming Funds will be assessed an administrative fee of up to 6% by RPLF. This fee will help cover expenses associated with the Literary Literacy campaign: gift acceptance processes, naming signage, and gift fund administration (e.g., accounting, auditing, reporting, and investment management).

5. RPL'S RESPONSIBILITIES.

- 5.1 Communication of Mission. Director shall be responsible for communicating RPL's priorities and long-term plans for the Riverside Public Library to the Foundation and to the public, including but not limited to, the restoration plans and programming plans for the Riverside Public Library facilities.
- 5.2 Fundraising Support. RPL shall use its best efforts to work collaboratively with the Foundation to provide marketing support.
- 5.3 Updates. Director shall provide regular updates to the Foundation regarding the condition of the Riverside Public Library facilities and its immediate physical needs.
- 5.4 Compliance with Restrictions. RPL shall use Funds in accordance with all applicable restrictions imposed by the Foundation when providing the Funds to RPL.
- 5.5 Recordkeeping. RPL shall maintain a thorough accounting of all received Funds.

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6. **CITY SEAL.** The Foundation shall operate under its own seal and logotype and shall not use the City's or RPL's seal or other identifying marks in the promotion of its business and activities.
7. **NOTICES/POINTS OF CONTACT.** For purposes of the administration of this MOU, including all notices, the points of contact for the Parties shall be as follows:

Riverside Public Library
Riverside Main Library
3900 Mission Inn Avenue
Riverside, CA 92501

Riverside Public Library Foundation
P.O. Box 349
Riverside, CA 92502

8. **NO AGENCY RELATIONSHIP.** Parties have a relationship based entirely on, and defined by, the express provisions of this MOU and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this MOU. In the performance of this MOU, the Foundation, and Foundation's employees, subcontractors, and agents, shall act in an independent capacity and not as officers or employees of the City of Riverside. Foundation acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Foundation, or to Foundation's employees, subcontractors, and agents. The Foundation shall be responsible for any and all taxes that apply to the Foundation as an employer.
9. **AMENDMENTS.** This MOU may be modified or amended only by an amendment to this MOU, agreed to by both Parties in writing.
10. **VENUE AND ATTORNEYS' FEES.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this MOU or to recover any damages for and on account of the breach of any term or condition of this MOU, it is mutually agreed that each party shall bear the cost of its own attorneys' fees.
11. **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.

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12. **AUTHORITY.** The individuals executing this MOU and the instruments referenced herein on behalf of Parties each represent and warrant that they have the legal power, right and actual authority to bind Parties to the terms and conditions hereof and thereof.
13. **ENTIRE AGREEMENT.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous agreements, understandings, or MOUs of the parties. Neither party has been induced to enter into this MOU by and neither party is relying on any representation or warranty outside those expressly set forth in this MOU.
14. **INTERPRETATION.** 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.
 - 14.1 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.
 - 14.2 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.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, RPL and Foundation have caused this MOU to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
municipal corporation and charter city,
by and through the RIVERSIDE
PUBLIC LIBRARY

RIVERSIDE PUBLIC LIBRARY
FOUNDATION,
a California non-profit corporation

By: _____
City Manager

By: *June Toranzo*
President

Date

5/10/2022
Date

By: _____
Library Director

By: *Jim Hutz*
Chief Financial Officer

Date

5/11/2022
Date

Attest: _____
City Clerk

By: *Ann H. Corralle*
Secretary

Date

5-10-2022
Date

Approved as to Form:

By: *Susan Wilson*
Deputy City Attorney

Date

EXHIBIT A – LITERACY LEGACY PROGRAM BROCHURE



Riverside Public Library Foundation

Literacy Legacy Program

The Design of the New Riverside Main Library

Riverside is deservedly proud of its long distinguished history and its eclectic robust architectural legacy. While carrying forward these traditions, principal architects Steve Johnson and Jim Favaro of Johnson Favaro designed a library that is contemporary in plan and conception – a vital modern institution abreast of all technological developments and a symbol of advancement and learning. It creates a landmark befitting of our time, continuing the traditions but also reflecting contemporary aspiration in a way that is commensurate with the contributions of the early 20th century city pioneers.

The exterior design of the new Riverside Main Library is inspired by a wide range of California architectural styles – Spanish Colonial Revival, Moorish Revival, Spanish Gothic, Renaissance Revival. These varied influences include The Mission Inn itself in its use of cast-in-place concrete as well as its inspiration of Mission Revival; the California Missions in the use of white plaster surfaces, both dramatic and simple, that when curved against the California sky, reflect the intense heat of the southwestern sun; the historical and easily recognized arch and balloon vault form – thousands of years old, yet found in the Missions in the late 18th Century, in the neighboring Fox Theater of 1929, in the designs of the Mid-20th-Century architect Irving Gill, in Eero Saarinen's TWA Terminal at JFK Airport – that give shape to the windows and the ceiling; and the marble print porcelain tile that faces historic Mission Inn Avenue that gives the material substance at once ancient (shared by civic architecture for thousands of years) and yet bold and modern in expression.

In the interior of the Library, rich reds, golds, greens, and ochres from ancient times and cultures enliven walls, porcelain, and art. The Children's Space walls and ceilings are at once a colorful marketplace in Guadalajara, a tribute to the mid-century artist Josef Albers, and a little bit of Pompeii thrown in for good measure. A light fixture over the storyline area recalls carnival rides or festival lighting – an homage to Riverside's Festival of Lights.

From a high vantage point, library patrons will see the extraordinary environs of Riverside. The 3rd- and 4th-floor areas offer astonishing views of the city spreading north towards the San Gabriel and San Bernardino mountain ranges and west to the local landmark Mount Rubidoux. Four large boulders common to the Santa Ana River basin are imbedded in the 3rd-floor outdoor reading terrace, pieces of local terra firma upon which to perch.

The forms of the new library are both time-honored and forward looking for this generation of those living and growing up in Riverside and will create a landmark appropriate of our time – continuing the traditions, yet reflecting today's hopes and ambitions.



Join the Literacy Legacy

The **Riverside Public Library** is the cultural and learning center for the community – encouraging the joy and wonder of reading, the wisdom of diverse ideas, and the power of lifelong learning.

Library services are provided at eight locations throughout the City with new technologies, meeting areas for small and large groups, and captivating children's spaces. On average each year, more than 500,000 customers visit the Library. They learn new technologies, sing and dance in storytimes, apply for work via computers. They borrow more than 500,000 items, (including nearly 44,000 digital materials), participate in 1,700 programs, and have visited the library website more than 3.5 million times.

The **Riverside Public Library Foundation is creating** the LITERACY LEGACY Program to support the future development and sustainability of our state-of-the-art libraries.

LITERACY LEGACY will advance our collective vision of expanding spaces for imagination, discovery, and connections by providing these materials and services:

- Books**
(more best sellers and children's books)
- Digital Resources**
(e-book, e-audiobooks, e-reference materials)
- Technology**
- Adult and Family Literacy Programs**
- Classes/Programs for all ages**
- Innovation Centers**
- Spaces for Community Gathering**

The LITERACY LEGACY PROGRAM

The goal of the Literacy Legacy Program is to raise \$10 million over the next five years to support and sustain the Riverside Library, ensuring its excellence for Riverside citizens. You can make a lasting gift and become part of this program in two ways over the five-year period:

You can put your name, or the name of a loved one, on one of the prominent spaces in the new Main Library

OR

You can put your name or the name of a loved one on the Legacy Wall (\$1,000 or \$2,500)

(see the following pages for spaces and amounts)

Please see the forms at the back of this brochure for how to participate.

DOUBLE YOUR DONATION with your company's matching gift program. Receive full donor credit for both your pledged amount and the amount of our company's match. If your company has a matching gift program, please include this on the enclosed pledge form.

For ongoing updates on the Literacy Legacy Program and answers to frequently asked questions, please visit our website: riversidelibraryfoundation.org



In an interior, large, whimsical space, the Storytime Area invites reading and learning together in cheery comfort.



The Oculus Rift Virtual Reality Station, 3-D printers, a sound recording booth, iMac desktops, and the Young Adult book collection in the Innovation Center inspire aspiration and creativity.



Illuminated globe and a vintage table from Riversidie's original Carnegie Library (1902) add elegance to this 12-seat reading/meeting space.



With views to the north and south, the fourth-floor Adult Collections space offers non-fiction, fiction, large-print, and Spanish books and materials.



The Marketplace is the distinctive entry to the library featuring new books, self-checkout machines, laptop kiosks, and a grand piano.

Join the Literary Legacy -- on the Donor Wall



Join the Literary Legacy -- by Naming a Prominent Space in the Main Library

SPACE	AMOUNT	SQUARE FEET
Marketplace	\$1,000,000	1,334
Children's Library	\$1,000,000	2,260
Adult Collections	\$1,000,000	3,466
Community Room	\$750,000	1,902
Reading Room (Third Floor)	\$750,000	2,132
Terrace	\$650,000	1,500
Innovation Center	\$500,000	1,216
Friends of the Library Book Store	\$300,000	830
Storytime Area	\$300,000	810
Early Learning Corner	\$300,000	750
Carnegie Reading Room	\$250,000	550
Conference Room	\$150,000	364
Staircase	\$100,000	
Study Room A--8 person	\$75,000	194
Elevator (3)	\$75,000	
Study Room B- 5 person	\$50,000	120
Study Room C--5person	\$50,000	120
Soundbooth	\$50,000	
Stacks: 23 Children's	\$5,000	
Stacks: 4 Innovation Center/Marketplace	\$7,500	
Stacks: 14 Adult	\$10,000	
Donor Wall	\$2,500-\$1,000	

Riverside Public Library • 3900 Mission Inn Avenue, Riverside 92501

The Riverside Public Library Foundation raises funds to ensure the excellence of public library services for City of Riverside residents

Since 1997, the Foundation – thanks to the generosity of Riverside individuals and businesses and foundation grants – has raised more than \$1.8 million, providing enhancements to library services that otherwise would not have been possible.

Because of the Foundation’s wonderful donors and supporters, the Library currently offers these programs and services:

The Annual SUMMER READING PROGRAM

Works of art, the fountain and amphitheater at the SSgt Salvador J. Lara Casa Blanca Family Library

The Martin Luther King, Jr., Special Collection

The Veterans’ Oral History Project

The HEALTH LITERACY Collection

BOOKS for the collections: best sellers, books for children, hundreds of new books for the Orange Terrace Library; books to support the EARLY LEARNING programs

The PLAY AND LEARN ISLANDS, with manipulatives and STEM activities

The system-wide POLARIS INTEGRATED LIBRARY SYSTEM (ILS)

MAKERSPACE – high-tech equipment for creativity and innovation

TOYS-TO-GO, the toy-lending library in each of the 8 library branches

SELF-SERVICE KIOSKS - in each library branch

The automated LAPTOP CHECKOUT STATION in the Main Library

E-BOOKS, E-AUDIOBOOKS, and digital licenses for all library patrons

Past Programs offered by the Library:

Computers provided at low cost to families who together learn computer skills at the library

The STORYMOBILE – serving day-care programs in the City

The EARLY LEARNING PROGRAM for ages 0-5 and their caregivers

On-line homework help for grades K-8

The TEEN SPACE in the Main Library

The Riverside Public Library Foundation Board - 2021

The Foundation raises funds through annual community donations, fundraisers, permanent restricted and unrestricted endowments, major and planned gifts, endowed collections, honorary and memorial gifts and securing grants. All grants received are passed through 100% to the Library; additional fundraising covers all administrative expenses.

The volunteer Board makes all decisions related to the Foundation. The only paid staff is a part-time assistant who performs the day-to-day work of the Foundation. This arrangement makes it possible to give directly to the Library the overwhelming majority of the total funds raised. (See our annual report at riversidelibraryfoundation.org)

Board members make an annual meaningful financial contribution to the Foundation and positively promote the Riverside Public Library and the Foundation to the City Council and to the community.

Funds raised from this campaign will supplement but not take the place of City funding for the Library.

2021 Board Members

Susan Toscano, President

Julie Hartwigsen, CFO

Irene Conable, Secretary

Judith Fish, Immediate Past President

Brian Federici

Linda Itzen

Ai Kelly

Eric LaNier

Marsha Loveridge

Barbara Purvis

Susan Rainey

Georgia Renne

Cheryl Sautter-Konyn

Barbara Shackelton

John Wahlin

Steven Ybarra

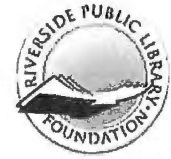
Members Emeriti

Henry Coil

Wendell Tucker



Literacy Legacy Program



PROMINENT SPACE PLEDGE FORM

I/WE want to take the opportunity to create a Literacy Legacy BY NAMING A PROMINENT SPACE in the New Main Library

I wish to place my/our name on the _____ Space for \$ _____ *

I wish to pay in one lump sum:

Enclosed is a check in the amount of \$ _____ (Payable to the Riverside Public Library Foundation)

Full payment of this pledge will be completed within 6 months of the execution of the Donation and Naming Rights Agreement.

I wish to pay in up to 5 consecutive annual installments. Pledge payment periods may be up to 5 consecutive years with the first payment scheduled within 6 months of the execution of the Donation and Naming Rights Agreement. (A Board member will contact you with the Agreement if you mark this box.).

Yes, my employer has a Matching Gift Program. Please contact me for details.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____

Email _____

The name(s) I/We would like to appear on the space and in printed materials:*

Please print one character per space, please leave a blank space to indicate breaks between names.

SIGNED _____ DATE: _____

The Donation and Naming Rights Agreement with RPLF and the City of Riverside will be sent to donors under separate cover.

Please mail this form to:
The Riverside Public Library Foundation
P. O. Box 349
Riverside, CA 92502-0349
Your donation is tax deductible. Tax ID # 33-0780130

For more information, please contact:
Barbara Shackelton, Chair, Naming Campaign
951-318-1060 barbara.shackelton@gmail.com

* The Foundation and the City of Riverside reserve the right to approve the pledge/gift and the naming.

Literacy Legacy Program



DONOR WALL PLEDGE FORM

I/WE want to take the opportunity to create a Literacy Legacy ON THE DONOR WALL in the New Main Library

(Please check one)

\$1,000 \$2,500 *(Names will appear larger for the larger amount.)*

Enclosed is a check in the amount of \$ _____ *(Payable to the Riverside Public Library Foundation)*

Please charge my credit card Visa Master Card

Credit Card Number _____

Billing Zip Code _____ Exp date _____ Security Code _____

Signature for Credit Card Charge _____

Yes, my employer has a Matching Gift Program. Please contact me for details.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (_____) _____

Email _____

The name(s) I/We would like to appear on the space and in printed materials:*

Please print one character per space, please leave a blank space to indicate breaks between names.

SIGNED _____ DATE: _____

Please mail this form to:
The Riverside Public Library Foundation
P. O. Box 349
Riverside, CA 92502-0349
Your donation is tax deductible. Tax ID # 33-0780130

For more information, please contact:
Barbara Shackelton, Chair, Naming Campaign
951-318-1060 barbara.shackelton@gmail.com

* The Foundation and the City of Riverside reserve the right to approve the pledge/gift and the naming.

CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION GIFT ACCEPTANCE POLICY

1. Policy and Purposes

This Policy represents the policy of the City of Beverly Hills Community Charitable Foundation (the "Foundation") governing the solicitation and acceptance of gifts by the Foundation. The board of directors ("Board") of the Foundation and its staff solicit current and deferred gifts from individuals, corporations, foundations and others for purposes that will further and fulfill the Foundation's mission. Purposes of this Policy include: (a) guidance for the Board, officers, staff and other constituencies with respect to their responsibilities concerning gifts to the Foundation; and (b) guidance to prospective donors and their professional advisors when making gifts to the Foundation. The provisions of this Policy shall apply to all gifts received by the Foundation. Notwithstanding the foregoing, the Board reserves the right to revise or revoke this Policy at any time, and to make exceptions to the Policy, in its sole discretion.

2. Use of Legal Counsel

A. The Foundation

- 1) The Foundation shall seek the advice of legal counsel in matters relating to acceptance of gifts, when appropriate. Review by legal counsel is recommended for:
 - i. Closely held stock transfers that are subject to restrictions or buy-sell agreements;
 - ii. Documents naming the Foundation as trustee;
 - iii. Gifts involving contracts such as bargain sales, partnership agreements, or other documents requiring the Foundation to assume an obligation;
 - iv. Transactions with a potential conflict of interest;
 - v. Gifts of real estate;
 - vi. Pledge agreements; and
 - vii. Any gift with restrictions.

B. Donor

- 1) The Foundation, Executive Committee, or Board (as applicable) should encourage prospective donors to seek the assistance of their own legal and financial advisors in matters relating to their gifts and the resulting tax and estate planning consequences.

3. General Policy

A. The Foundation, Executive Committee, or Board (as applicable) shall not accept gifts that:

- 1) Violate the terms of the Foundation's organizational documents;
- 2) Would jeopardize the Foundation's status a tax exempt 501(c)3 entity under federal or state law;
- 3) Are too difficult or expensive to administer;
- 4) Are for purposes that do not further the Foundation's objectives;
- 5) Could damage the reputation of the Foundation; or

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- 6) Cause the Foundation to take or support a political position or candidate.
- B. Subject to Section 4 below, all final decisions on the acceptance or refusal of a gift, shall be made by the Board.

4. Policy Regarding Specific Types of Gifts

- A. Minimum Gift Threshold. In the acknowledgment of the administration of donation, the Foundation establishes a recommended minimum gift threshold of \$25. The recommended minimum gift threshold can be revised at the discretion of the Executive Committee or Board.
- B. Gifts Generally Accepted Without Review (Unrestricted Gifts of Cash, Restricted Gifts up to \$100,000). The Executive Committee of the Foundation will accept and transfer to the City unrestricted gifts of cash and marketable and closely held securities of any amount without prior review by the Board provided that the identity of the donor has been vetted with respect to any reputational or policy issues. Unrestricted gifts of cash are acceptable in any form. Checks shall be made payable to the Foundation. The Executive Committee may also accept restricted cash gifts, bequests, endowments, and other donations with an established value up to \$100,000 without prior review of the Board. The Executive Committee is authorized to transfer restricted gifts up to \$100,000 from the Foundation to the City.
- C. Gifts Subject to Board Review Prior to Acceptance. All restricted gifts with a value greater than \$100,000, other than unrestricted gifts of cash, must be reviewed and approved by the Board prior to acceptance, unless the Board authorizes certain de minimis gifts or categories of gifts to be accepted without its review. The Board is authorized to transfer restricted gifts greater than \$100,000 from the Foundation to the City.
- D. Other Non-Cash Gifts. Staff shall provide an analysis to the Board of non-cash gifts offered to the Foundation. The Board will make a recommendation on the acceptance of such gift, which will be brought to the City Council for review and approval, prior to its acceptance.
- E. General Guidelines Regarding Gifts Other Than Unrestricted Gifts of Cash. The following guidelines shall guide the Executive Committee and/or the Board, as applicable, with regard to their review and acceptance of gifts other than unrestricted gifts of cash:
 - 1) Tangible Personal Property.
 - i. The Board shall review and decide whether to accept gifts of tangible personal property by considering the following factors:
 - a. Whether the property furthers the mission of the Foundation;
 - b. The marketability of the property;
 - c. The restrictions on the use, display, or sale of the property; and
 - d. Carrying costs and possible liability for the property.

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- 2) Marketable Securities.
 - i. Unrestricted marketable securities may be transferred to an account maintained by the Foundation at one or more brokerage firms or delivered physically with the transferor's signature or stock power attached. All marketable securities shall normally be sold as soon as practical following receipt, unless otherwise directed by the Foundation's Board.
 - ii. If the marketable securities are restricted by applicable securities laws, the Board shall make the final determination on the acceptance of the restricted securities.
- 3) Closely-Held Securities.
 - i. Closely-held securities, including debt and equity positions in non-publicly traded companies, interests in LLPs and LLCs, or other ownership forms, can be accepted subject to the approval of the Board of the Foundation. The Board shall review and decide whether to accept closely held securities based on the following factors:
 - a. Restrictions on the security that would prevent the Foundation from ultimately converting the securities to cash;
 - b. The marketability of the securities; and
 - c. Any undesirable consequences for the Foundation from accepting the securities.
 - ii. If potential problems arise on initial review of the security, further review and recommendation by an outside professional may be sought before making a final decision on acceptance of the gift. The final determination on the acceptance of closely held securities shall be made by the Board of the Foundation with advice of legal counsel when deemed necessary. Non- marketable securities shall be sold as quickly as possible.
- 4) Bequests.

Donors may make bequests to the Foundation under their wills and trusts. A bequest will not be recorded as a gift until the gift is irrevocable. When the gift is irrevocable, but is not due until a future date, the gift will be recorded in accordance with GAAP.
- 5) Charitable Remainder Trusts.

The Foundation may accept designations as remainder beneficiary of a charitable remainder trust. The Foundation shall not accept appointment as trustee of a charitable remainder trust.
- 6) Charitable Lead Trusts.

The Foundation may accept designations as income beneficiary of a charitable lead trust. The Foundation shall not accept an appointment as trustee of a charitable lead trust.
- 7) Retirement Plan Beneficiary Designations.

The Foundation may accept designations as beneficiary of donors' retirement plans. Designations will not be recorded as gifts until the gift is irrevocable. When the gift is irrevocable, the gift will be recorded in accordance with GAAP.

Attachment-3

8) Life Insurance.

- i. The Foundation may accept designations as beneficiary and owner of a life insurance policy. The life insurance policy will be recorded as a gift once the Foundation is named as both beneficiary and irrevocable owner of a life insurance policy. The gift shall be valued in accordance with GAAP rules. If the donor contributes future premium payments, the Foundation will include the entire amount of the additional premium payment as a gift in the year that it is made. If the donor does not elect to continue to make gifts to cover premium payments on the life insurance policy, the Foundation may:
 - a. Continue to pay the premiums;
 - b. Convert the policy to paid up insurance, or
 - c. Surrender the policy for its current cash value.
- ii. Donors may name the Foundation as beneficiary or contingent beneficiary of their life insurance policies. Designations will not be recorded as gifts until the gift is irrevocable. Where the gift is irrevocable, the gift shall be recorded in accordance with GAAP.

9) Charitable Gift Annuities.

The Foundation shall not offer charitable gift annuities.

10) Real Estate.

- i. Gifts of real estate may include developed property, undeveloped property, or gifts subject to a prior life interest.
 - a. *Environmental Review.* Prior to acceptance of real estate, the Foundation shall require an initial environmental review of the property to ensure that the property has no environmental problem. If the initial inspection reveals a potential problem, the Foundation shall retain a qualified inspection firm to conduct an environmental audit. The cost of the environmental audit shall be an expense of the donor.
 - b. *Title Binder.* A title binder shall be obtained by the Foundation prior to the acceptance of the real property gift when appropriate. The cost of this title binder shall be an expense of the donor.
 - c. *Factors for Acceptance.* The Board and legal counsel shall review and decide whether to accept real property based on the following factors:
 - i. Whether the property is useful for the purposes of the Foundation;
 - ii. The marketability of the property;
 - iii. Any encumbrances, leases, restrictions, reservations, easements, or other limitations associated with the property;
 - iv. Any carrying costs associated with the property, including insurance, property taxes, mortgages, notes or other costs;

Attachment-3

- v. Any concerns which the environmental audit revealed.

11) Remainder Interests in Property.

The Foundation will accept a remainder interest in a personal residence, farm, or vacation property subject to the provisions of this Section 4. The donor or other occupants may continue to occupy the real property for the duration of the stated life. At the death of the life tenant(s), the Foundation may use the property or reduce it to cash. Expenses for maintenance, real estate taxes, and any property indebtedness shall be paid by the donor or primary beneficiary.

12) Oil, Gas, and Mineral Interests.

The Foundation may accept oil and gas property interests when appropriate. The Board and legal counsel shall review and decide whether to accept oil, gas, and mineral interests subject to the following limitations:

- a. Gifts of surface rights should have a value of \$50,000 or greater.
- b. Gifts of oil, gas and mineral interests should generate at least
- c. \$50,000 per year in royalties or other income (as determined by the average of the three years prior to the gift).
- d. The property should not have extended liabilities or other considerations that make receipt of the gift inappropriate.
- e. A working interest should only be accepted after consideration of potential liability and tax consequences.
- f. The property should undergo an environmental review to ensure that the Foundation has no current or potential exposure to environmental liability.

13) Named Funds.

A donor, or group of donors, may contribute and name a fund and restrict the use of the income or principal of the fund. Named funds require a minimum contribution of \$50,000 and are subject to Board and City Council approval.

5. Additional Provisions

- A. Gift Agreements. Where appropriate, the Foundation shall enter into a written gift agreement with the donor, specifying the terms of any restricted gift, which may include provisions regarding donor recognition.
- B. Pledge Agreements¹. Acceptance by the Foundation of pledges by donors of future support of the Foundation (including by way of matching gift commitments) shall be contingent upon the execution and fulfillment of a written charitable pledge agreement specifying the terms of the pledge, which may include provisions regarding donor recognition.

¹ In California, charitable pledge agreements are generally not enforceable in the absence of consideration flowing to the pledgor. To assure collectability of the pledge, the Foundation should enter into a valid contract with the pledgor.

Attachment-3

- C. Fees. The Foundation will not accept a gift unless the donor is responsible for (1) the fees of independent legal counsel retained by donor for completing the gift; (2) appraisal fees; (3) environmental audits and title binders (in the case of real property); and (4) all other third-party fees associated with the transfer of the gift to the Foundation. Donors wishing to make a gift by credit card may be charged a credit card processing fee.
- D. Valuation of Gifts. The Foundation shall record gifts received at their valuation on the date of gift, except that, when a gift is irrevocable, but is not due until a future date, the gift may be recorded at the time the gift becomes irrevocable in accordance with GAAP.
- E. IRS Filings upon Sale of Gifts. To the extent applicable, the Board shall file IRS Form 8282 upon the sale or disposition of any charitable deduction property sold within three (3) years of receipt by the Foundation. "Charitable deduction property" means any donated property (other than money and publicly traded securities) if the value claimed by the donor exceeds \$5,000 per item or group of similar items donated by the donor to one or more donee Foundations (e.g., the property listed in Section on Form 8283). The Foundation shall file this form within 125 days of the date of sale or disposition of the asset.
- F. Written Acknowledgement. The Board of the Foundation shall provide written acknowledgement of all gifts made to the Foundation and comply pledge, with the current IRS requirements in acknowledgement of the gifts.
- G. Changes to or Deviations from the Policy. This Policy has been reviewed and adopted by the Foundation's Board, which has the sole power to change this Policy. In addition, the Board must approve in writing any deviations from this Policy.
- H. Donor Recognition. Donors shall be recognized in accordance with direction from the City Council of the City of Beverly Hills, with approval from the donor. The Board is not authorized to make donor designations.

Adopted: January 13, 2025

THE CITY OF BEVERLY HILLS COMMUNITY CHARITABLE FOUNDATION




SHARONA NAZARIAN
CHAIR

February 12, 2025 | 13:13 PST

DATE

ATTEST:



JEFF S. MUIR
SECRETARY

February 12, 2025 | 11:27 PST

DATE

Attachment-4

Report on Palm Desert Staff Visit with Desert Community Foundation

Staff met with Desert Community Foundation (DCF) to explore the viability of the City using DCF as a mechanism to fundraise and/or invest and bank fundraising proceeds in early March 2025.

Background

Since 1999, Desert Community Foundation, a 501(c)(3) has supported nonprofits, donors, and scholarship committees in the Coachella Valley. They empower nonprofits through Donor Advised Funds, Scholarships, and Donor Directed Grants. DCF is committed to creating lasting change and investing in the future of the region. They manage \$132 million in investments for donors.

Primary work of DCF: Donors deposit funds with DCF. The deposit is irrevocable. Donor gets an immediate tax write-off, if eligible. Donor specifies which organization or organizations they wish their funds to support. The corpus (or deposit) is generally preserved and the donor will request that the earnings be disbursed annually in perpetuity. If the designated nonprofit goes out of business, DCF tries to identify a nonprofit with a similar mission to receive the ongoing funding.

Work DCF does that other community foundations may not: DCF runs several successful scholarship programs for local Country Clubs. Collectively, they have awarded \$2.9 million in scholarships for the 2024-2025 academic year, sent 1,600 scholarship recipients to colleges, and funded over 15,000 semesters for those students.

How DCF earns money for its operations: Four times a year DCF accesses a 0.25% (1% annually) fee on the amount in all fund as a management fee. The quarterly fee drops to 0.1875% (0.75% annually) for balances above \$5 million.

Who manages DCF's portfolio: DCF has outsourced the management of their various funds to the California Community Foundation (CCF) located in Los Angeles. CCF has been in operation since 1918. Manages over \$2.3 billion in assets, and collectively oversees over 1,900 funds.

Scenario for the City of Palm Desert: The City could set up a library fund at DCF to which donors may contribute. The City would need to make an initial deposit of \$50,000. The City would then need to instruct potential donors to make a contribution to the library by making out a check to Desert Community Foundation and putting in the memo portion: Palm Desert Library. If the donor wishes to specify that their donation be directed to something specific (e.g. children's services), they would need to write "Palm Desert Library: children's services" in the note field.

Consideration: DCF also accepts credit card donations. A custom donation button link for the fund can be set up for those donors who prefer to make credit card donations. Donations earmarked for the library can be in the form of a check or credit card. DCF will also accept stock donations and wire transfers. DCF also administers an online event once per year during their CV Giving Day campaign where donors can make a credit card donation. Over 136 charitable organizations participate. Each organizations success is dependent on that organization's marketing of the event.

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: April 10, 2025

PREPARED BY: Daniel Hurtado, Public Safety Analyst

SUBJECT: RESOLUTION AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE

RECOMMENDATION:

Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 2014-95."

BACKGROUND/ANALYSIS:

Vehicle Impound Cost Recovery (VICR) fees are imposed by the City to recoup administrative and operational costs incurred when law enforcement impounds vehicles due to legal violations or public safety concerns. These costs typically include law enforcement resources, administrative processing, and storage fees incurred during vehicle impounds, particularly for violations such as Driving Under the Influence (DUI). The fees aim to ensure that the City recovers its expenses incurred to enforce these actions. By aligning these fees with actual operational costs, VICR fees also serve as a deterrent to unsafe driving behaviors, such as driving under the influence, and support public safety efforts.

The City of Palm Desert's VICR fees were last updated in 2014. A review of current administrative and enforcement costs, as well as a comparison of VICR fees across neighboring Coachella Valley cities, indicates a need for an update. The City of Palm Desert applies a single, standard fee (per impound type) for all vehicles.

Fee Type	Current Fee	Proposed Fee
Standard Impounds	\$165	\$275
DUI-Related Impounds	\$705	\$1,190

These adjustments reflect the current actual costs incurred by the City, address inflation and rising operational expenses since 2014, and reaffirm the City's dedication to discouraging driving under the influence. The changes are intended to ensure full cost recovery, promote public safety, and maintain alignment with regional standards.

The City of Palm Desert contracts with the Riverside County Sheriff's Department for law enforcement services. The City receives direct bills for deputies' and supervisors' time, making it essential to align VICR fees with actual costs.

City of Palm Desert
 DUI Driver And Vehicle Impound Cost Recovery Fee

The DUI-related fee increase to \$1,190 accounts for inflation and rising personnel and administrative costs over the past decade. This updated fee will enable the City to recover its actual expenses for processing DUI-related impounds, which require extensive law enforcement time and resources.

To ensure ongoing cost recovery and alignment with operational expenses, staff recommends implementing an annual fee adjustment mechanism. Beginning July 1, 2026, and on each July 1 thereafter, Palm Desert’s Vehicle Impound Cost Recovery (VICR) fees shall be automatically increased by the lesser of: (i) the actual percentage increase imposed on the City by the Riverside County Sheriff’s Department pursuant to the contract rate for services, or (ii) five percent (5%). This adjustment will be applied to the then-current fees without the need for further City Council action or public hearings, unless new fees are adopted or this authority is rescinded by the City Council. This approach provides a streamlined method for maintaining cost recovery while accounting for inflation and contractual cost changes.

Justification for Fee Adjustment:

1. Deputy and Supervisor Time:
 - Processing vehicle impounds requires law enforcement resources, including deputy labor and supervisor oversight.
 - For DUI-related impounds, additional time is required for investigations, field sobriety tests, evidence collection, and administrative follow-up. The fee increase accounts for these costs, ensuring the Sheriff’s Department’s time (representing City resources) is fully recovered.
2. Consistency in Fee Structure:
 - Palm Desert applies a standard impound fee across all vehicle types, unlike other jurisdictions that vary fees based on vehicle size or specialized handling.
3. Cost Recovery Goal:
 - VICR fees are structured to recover the actual costs incurred by the City in contracting with the Sheriff’s Department. The DUI fee increase ensures alignment with current operational costs while avoiding a subsidy from the General Fund.
4. Discouraging Driving Under the Influence
 - The DUI-related fee increase from \$705 to \$1,190 reinforces the City’s commitment to public safety. This higher fee to recover the City’s costs also serves as a financial deterrent to individuals engaging in dangerous behaviors.

Comparative Analysis:

City	Standard Fee	DUI Fee
Riverside County	\$92	<i>Established by Resolution</i>
Rancho Mirage	\$145	<i>Same as standard</i>
Indian Wells	\$150	\$670
Coachella	\$200	<i>Same as standard</i>
Palm Desert	\$275 (Proposed)	\$ 1,190 (Proposed)
Cathedral City	\$245	\$566
La Quinta	\$270	<i>Same as standard</i>

Note: Palm Springs and Indio are not listed in the above comparison due to their tiered fee model.

Commission Recommendation:

The Public Safety Commission reviewed this matter at their March 11, 2025, meeting and recommended approval of the resolution.

Legal Review:

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

FINANCIAL IMPACT:

The proposed VICR fee structure will be updated annually to ensure alignment with changes in operational expenses and inflation while reducing the need for frequent adjustments. The recommended increase from \$165 to \$275 for standard impounds and a \$1,190 fee for DUI-related impounds will enable the City to recover costs associated with DUI and vehicle impoundment.

ATTACHMENTS:

1. Resolution No. 2025-____
2. Supplemental Information Sheriff's DUI/VICR Fee
3. Resolution No. 2014-95
4. PowerPoint Presentation

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 2014-95

WHEREAS, the Riverside County Sheriff's Department, acting as the Palm Desert Police Department, impounds and/or stores vehicles from highways, public property, or private property within the City of Palm Desert during the normal course of duty; and

WHEREAS, the Riverside County Sheriff's Department, acting as the Palm Desert Police Department, impounds and/or stores vehicles pursuant to its authority under California Vehicle Code Sections 22650 through 22669 and 23152 through 23273; and

WHEREAS, Vehicle Code Section 22850.5, added by Assembly Bill 481 (Chapter 614, Statutes of 1993), specifically authorizes cities, by ordinance or resolution, to establish an administrative charge related to the removal, impound, storage, or release of vehicles (the "Vehicle Impound Cost Recovery Fee" and the "DUI Driver Vehicle Impound Cost Recovery Fee", and collectively the "Fees"); and

WHEREAS, Chapter 10.25 of the Palm Desert Municipal Code imposes an administrative charge relating to the removal, impound, storage, or release of vehicles, the amount of which fee is to be set; and

WHEREAS, the City Council of the City of Palm Desert established the Vehicle Impound Cost Recovery Fee and DUI Driver Vehicle Impound Cost Recovery Fee by adopting Resolution No. 2014-95 on December 11, 2014; and

WHEREAS, the calculation of the estimated reasonable costs to the City for implementing the Fees are set forth in Exhibit "A" and Exhibit "B" attached hereto and are incorporated herein by this reference; and

WHEREAS, the City has complied with the procedural requirements pursuant to California Government Code, section 66018 which requires the City to hold a noticed public hearing as part of a regularly scheduled meeting, at which oral and written presentations regarding the Fees may be made; and

WHEREAS, notice for the public hearing notified all interested persons the public hearing will take place at 4:00pm on April 10, 2025 at the Civic Center Council Chambers located at 73510 Fred Waring Drive, Palm Desert, CA 92260 and said notice was provided pursuant to Government Code, section 6062a which requires at least ten (10) days' notice prior to the date of the public hearing published twice with at least five (5) days intervening between each publication; and

WHEREAS, the City Council of the City of Palm Desert now desires and intends to update the Fees to ensure full cost recovery, and align with current inflation and operational expenses.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council finds the following:

1. Notice of the public hearing was published twice with at least five (5) days intervening between each publication on March 28, 2025, with a second notice published on April 4, 2025, the first date being at least ten (10) days prior to the date of the public hearing.
2. The duly noticed public hearing was held and all oral and written presentations regarding the Fees were heard and considered.
3. The Fees do not exceed the estimated reasonable costs incurred by the City in enforcing the vehicle impound program and DUI-related impounds.
4. Resolution No. 2014-95 is hereby rescinded.

SECTION 3. The City Council adopts the Fees, as identified in the attached Exhibit "A" and Exhibit "B" and the City Council now directs City staff to implement the Fees to be effective April 10, 2025. All previous Fees in effect are to be superseded and replaced as described herein.

SECTION 4. The City Council further authorizes the Fees to be automatically increased beginning July 1, 2026, and each July 1 thereafter, by the lesser of (i) the actual percentage increase imposed upon the City by the Riverside County Sheriff's Department pursuant to the contract rate for services or (ii) five percent (5%), to be imposed and added to the then current Fees, without future action of the City Council or need for future public hearings, until such time as new Fees are adopted, or this authorization is revoked by the City Council.

SECTION 5. Individuals who are acquitted of all charges may request a refund of the assessed Fees by contacting the Palm Desert Sheriff's Station within thirty (30) days of the acquittal date. Requests received after this period may be considered by submitting a request to the City Manager of the City, whose decision will be final.

SECTION 6. This Resolution relates only to the adoption of the Fees and does not affect any other City fee, charge, or rates previously adopted by the City Council.

SECTION 7. The City Council further finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 8. If any provision of this Resolution or the application thereof to any

person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 9. This resolution shall take effect immediately upon its adoption.

ADOPTED ON _____.

JAN C. 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. 2025-__ 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

EXHIBIT A

CALCULATION OF ACTUAL CITY COSTS FOR PROCESSING A DUI/VEHICLE IMPOUND PROGRAM AND UPDATING THE AMOUNT OF THE DUI/VEHICLE IMPOUND COST RECOVERY FEE

The City of Palm Desert contracts with the Riverside County Sheriff's Department for police services. For Fiscal Year 2024-25, the Sheriff's Department has established a patrol rate of \$229.55 per hour. This rate does not solely reflect the compensation of deputies but also encompasses support staff costs and associated operational expenses.

The City estimates that impounding or storing nuisance vehicles requires a minimum of five hours of combined officer and support staff time. This process typically includes the following key steps:

Task	Position
Conduct Investigations	Deputy
Field Sobriety Tests	Deputy
Document Scene/Evidence	Deputy
Prepare Vehicle Storage Reports	Deputy
Vehicle Search/Inspection	Deputy
Okay to book suspect from hospital Transport suspect to jail	Deputy
Admin. Paperwork	Deputy
Search Warrants	Deputy
BAC Evidence Collection, Processing Complete Police Report	Deputy
NCIC Entry	Deputy
Processing/Filing of report (court, OMV, Imaging)	Deputy
Notice of Stored Vehicle Mailing Review & Approve Police Report	Office Assistant
Conduct Tow Hearing	Sergeant or Corporal

As part of the Vehicle Impound Cost Recovery (VICR) Program, all VICR payments will be initially collected by the Police Department and subsequently forwarded to the City for processing.

The Finance Department will manage all financial aspects of the program, including record-keeping, payment processing, cash and check deposits, transaction tracking, and overall accounting of related fees. The estimated administrative cost for program management is \$45, based on one hour of an Accounting Technician's time.

To ensure full cost recovery for the impound process, the DUI/VICR fee of \$1,190 per vehicle, has been calculated as follows:

Deputy Cost: $\$229.55 \times 5 \text{ Hours} = \$1,147.75$

City Administrative Cost: $\$45.00 \times 1 \text{ Hour} = \45.00

Total Cost: $\$1,192.75$ (Rounded DUI/VICR Fee: $\$1,190.00$)

EXHIBIT B**CALCULATION OF ACTUAL CITY COSTS FOR PROCESSING A VEHICLE IMPOUND PROGRAM AND UPDATING THE AMOUNT OF THE VEHICLE IMPOUND COST RECOVERY FEE**

The City of Palm Desert contracts with the Riverside County Sheriff's Department for police services. For Fiscal Year 2024-25, the Sheriff's Department established a patrol rate of \$229.55 per hour. This rate includes deputy salaries, fringe benefits, insurance, and various support systems necessary for operations.

The City estimates that the process of impounding or storing nuisance vehicles requires a minimum of 1.25 hours of combined officer and support staff time. This process typically involves the following sequence of events:

Task	Position
Vehicle search and Inventory.	Deputy or Community Services Officer (CSO)
Completion of Stored Vehicle Report - CHP 180.	Deputy or CSO
Contact dispatch requesting tow service.	Deputy or CSO
Contact tow company requesting service.	Dispatcher
Wait for arrival of tow company.	Deputy or CSO
Contact information Services Bureau (ISB) or station clerical staff and ensure vehicle entered into NCIC as stored/impounded.	Deputy or CSO
Enter vehicle into NCIC as stored.	Office Assistant
Write police report.	Office Assistant
Review and approve police report.	Sergeant or Corporal
Mail Notice of Stored Vehicle.	Office Assistant
Enter data from the report into the Report Management System & process paperwork.	Office Assistant
Conduct Tow Hearing.	Sergeant or Corporal

All Vehicle Impound Cost Recovery (VICR) payments will be initially collected by Police Department staff and subsequently forwarded to the City for processing. The Finance Department will be responsible for maintaining records, processing payments, depositing cash and checks, tracking transactions, and overseeing the general accounting of all associated fees.

The Finance Department estimates that administering this program requires approximately one hour of an Accounting Technician's time, equating to a cost of \$45.

To ensure full cost recovery, the VICR fee has been calculated as follows:

- Deputy Cost: \$229.55

- City Administrative Cost: \$45.00
- Total Cost: \$274.55 (Rounded VICR Fee: \$275.00)



Sheriff

P. O. BOX 512 • RIVERSIDE, CALIFORNIA 92502 • (951) 955-2400 • FAX (951) 955-2428

VEHICLE IMPOUND COST RECOVERY RELEASE (V.I.C.R.)

Registered owner(s):

Legal owner(s):

Doe, John
1111 First Street
Anytown, CA 91111

File Number: T143620153

Date Towed: 12/11/2014

License Plate / VIN: 7G75776

Available for Release: 01/11/2015

Description: 2003 Nissan Frontier White

Authority: 14602.6 V.C. – 30 day impound for no CDL

Tow Company: Sullivan Towing 43100 Light Hill, Anytown. CA. 91111 760-555-7560

RECEIVED
CITY CLERK'S OFFICE
PALM DESERT, CA
2014 DEC -8 AM 11:29

The vehicle above, registered in your name, was stored / impounded pursuant to the provisions of the California Vehicle Code by our agency. In accordance with the California Vehicle Code Section 22850.5, Riverside County Resolution #95-075 and Palm Desert City Resolution #2025-___, a fee in the amount shown must be paid to the Riverside County Sheriff's Department prior to the release of the vehicle.

THIS FEE IS IN ADDITION TO WHATEVER FEES ARE DUE TO THE TOW COMPANY FOR THE TOWING/STORAGE OF THE VEHICLE

This fee may be paid at: Riverside Sheriff's Department
Palm Desert Station
73-705 Gerald Ford Dr.
Palm Desert, CA. 92211
(760) 836-1600

CASH ONLY

Hours: Monday-Friday 8:30 am - 4:30 pm

Fees are set by the city where the vehicle was towed from and are: **\$275.00 Non-DUI VICR Fee**
\$1,190.00 DUI VICR Fee

On weekends, holidays, or after hours the fee may be paid to the storage facility where the vehicle is stored, providing all license and registration information is valid. Fees are subject to change.

ATTENTION VEHICLE OWNER

Under the provisions of Section 22852 VC, you have the right to a hearing to determine the legality of this storage. If you choose to contest the legality of this storage, you must request the hearing in writing, in person, or by telephone at the office identified as the Storing Agency on this form. The vehicle storage hearing is an informal process to determine whether or not a vehicle was stored legally. Your request for a hearing for vehicle storages (other than storages which occurred as a result of a collision where alcohol/drug influence was a factor) must be received within ten days from the date of this notice.

If you request a hearing, it will be conducted within 48 hours of the request, excluding weekends and holidays. Your failure to request or attend a scheduled hearing shall satisfy the Post-Storage Validity requirements of Section 22852 VC.

Individuals who are **acquitted of all crimes** that they are charged with in this matter may request a refund of the assessed Vehicle Impound Cost Recovery (VICR) fee by contacting the Palm Desert Sheriff Station, no later than thirty (30) days after the acquittal date.

If the hearing determines the storage to be unlawful (or in the case of acquittal of all charges in a vehicle storage instigated by a suspected Driving While Intoxicated Collision) the storing agency will be responsible for the towing and storage charges. If you have any questions, or if this vehicle is no longer owned by you, please contact the storage agency shown on the CHP 180 Form, included in this correspondence.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE AMOUNT OF THE DUI DRIVER AND VEHICLE IMPOUND COST RECOVERY FEE PURSUANT TO CHAPTER 10.25 OF THE PALM DESERT MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 09-67.

WHEREAS, the Riverside County Sheriff's Department, acting as the Palm Desert Police Department, impounds and/or stores numerous and various vehicles from highways, public property, or private property, in the City of Palm Desert during the normal course of duty; and

WHEREAS, the Riverside County Sheriff's Department, acting as the Palm Desert Police Department, impounds and/or stores vehicles pursuant to its authority under the California Vehicle Code Sections 22650 through 22669; and Section 23152 through 23273 and

WHEREAS, Vehicle Code Section 22850.5 added by Assembly Bill 481, Chapter 614 Statutes of 1993, became effective January 1, 1994, specifically authorizing cities by ordinance or resolution to establish an administrative charge relating to the removal, impound, storage, or release of vehicles; and

WHEREAS, Vehicle Code Section 53150 specifies that any person who is under the influence of an alcoholic beverage or any drug, whose negligent operation of a motor vehicle caused by that influence proximately causes any incident resulting in an appropriate emergency response, to be liable for the expense of an emergency response by a public agency to the incident.

WHEREAS, Chapter 10.25 of the Palm Desert Municipal Code imposes an administrative charge relating to the removal, impound, storage, or release of vehicles, the amount of which fee is to be set by resolution;

WHEREAS, the City Council of the City of Palm Desert established the Vehicle Impound Cost Recovery Fee by adopting Resolution No. 09-67 on September 10, 2009; and

WHEREAS, the City Council of the City of Palm Desert now desires and intends to revise the Vehicle Impound Cost Recovery Fee and also include the DUI/Traffic Collision Vehicle Impound Cost Recovery Fee

WHEREAS, the calculation of actual cost to the City for processing the DUI/Traffic Collision Vehicle Impound Program and the Vehicle Impound Program are set forth in "Exhibit A" and "Exhibit B" attached hereto.

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

SECTION 1: Resolution No. 09-67 is hereby rescinded.

SECTION 2: Pursuant to Chapter 10.25 of the Palm Desert Municipal Code, the administrative fee for the recovery of impounded and/or stored vehicles shall be one hundred and sixty-five dollars (\$165.00) if a DUI traffic collision is not involved and seven hundred and five dollars (\$705.00) if a DUI traffic collision is involved.

SECTION 3: Individuals that are acquitted of all crimes that they are charged with may request a refund of the assessed Vehicle Impound Cost Recovery (VICR) fee, by contacting the Palm Desert Sheriff's Station no later than thirty days after the acquittal date. Reimbursement requests that are greater than thirty days may be considered by obtaining City Manager approval.

SECTION 4: The Resolution shall take effect upon adoption.

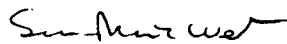
PASSED, APPROVED, AND ADOPTED this 11th day of December, 2014, by the City Council of the City of Palm Desert, California, by the following vote, to wit:

AYES: HARNIK, JONATHAN, SPIEGEL, TANNER, and WEBER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE



SUSAN MARIE WEBER, MAYOR

ATTEST:



RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

EXHIBIT A

CALCULATION OF ACTUAL CITY COSTS FOR PROCESSING A DUI/VEHICLE IMPOUND PROGRAM AND ESTABLISHING THE AMOUNT OF THE DUI/VEHICLE IMPOUND COST RECOVERY FEE

The City of Palm Desert currently contracts for Police Services with the Riverside County Sheriff's Department. The patrol rate for FY 13-14 established by the Sheriff's Department is \$139.29 hour. This number includes deputy salary, fringe benefits, insurance and numerous support systems.

The City of Palm Desert estimates that the average time spent by officers and support staff when impounding or storing nuisance vehicles is a minimum of five hours. This undertaking involves the following typical sequence of events:

Task	Position
Conduct Investigations	Deputy
Field Sobriety Tests	Deputy
Document Scene/Evidence	Deputy
Prepare Vehicle Storage Reports	Deputy
Vehicle Search/Inspection	Deputy
Okay to book suspect from hospital	Deputy
Transport suspect to jail	Deputy
Admin. Paperwork	Deputy
Search Warrants	Deputy
BAC Evidence Collection, Processing	Deputy
Complete Police Report	Deputy
NCIC Entry	Office Assistant
Processing/Filing of report (court, DMV, Imaging)	Office Assistant
Notice of Stored Vehicle Mailing	Office Assistant
Review & Approve Police Report	Sergeant or Corporal
Conduct Tow Hearing	Sergeant or Corporal

The City of Palm Desert Finance Department has determined that there will be additional costs to administer this program. All Vehicle Impound Cost Recovery (VICR) payments will be initially collected by Police Department staff then forwarded to the City for processing.

The Finance Department will be responsible for record keeping, processing, depositing cash and checks, tracking payments and general accounting of all fees. The Finance Department estimates the cost to administer this program to be approximately \$29 (.25 hour of Accounting Technician's time).

Therefore the City of Palm Desert Police Department recommends that a DUI/VICR fee of \$705 per vehicle be established.

Deputy cost:	\$679.81
City Admin. Cost:	<u>\$29.00 (.25 hour-including benefits)</u>
TOTAL:	\$708.81 (DUI/VICR FEE=\$705.00)

EXHIBIT B

**CALCULATION OF ACTUAL CITY COSTS FOR PROCESSING A VEHICLE
IMPOUND PROGRAM AND ESTABLISHING THE AMOUNT OF THE VEHICLE
IMPOUND COST RECOVERY FEE**

The City of Palm Desert currently contracts for Police Services with the Riverside County Sheriff's Department. The patrol rate for FY 13-14 established by the Sheriff's Department is \$139.29 hour. This number includes deputy salary, fringe benefits, insurance and numerous support systems.

The City of Palm Desert estimates that the average time spent by officers and support staff when impounding or storing nuisance vehicles is a minimum of 1.25 hours. This undertaking involves the following typical sequence of events:

Task	Position
Vehicle search and Inventory	Deputy or Community Services Officer (CSO)
Completion of Stored Vehicle Report - CHP 180	Deputy or CSO
Contact dispatch requesting tow service	Deputy or CSO
Contact tow company requesting service	Dispatcher
Wait for arrival of tow company	Deputy or CSO
Contact Information Services Bureau (ISB) or station clerical staff and ensure vehicle entered into NCIC as stored/impounded	Deputy or CSO
Enter vehicle into NCIC as stored	Office Assistant
Write police report	Office Assistant
Review and approve police report	Sergeant or Corporal
Mail Notice of Stored Vehicle	Office Assistant
Enter data from report into Report Management System & process paperwork	Office Assistant
Conduct Tow Hearing	Sergeant or Corporal

The City of Palm Desert Finance Department has determined that there will be additional costs to administer this program. All Vehicle Impound Cost Recovery (VICR) payments will be initially collected by Police Department staff then forwarded to the City for processing. The Finance Department will be responsible for record keeping, processing, depositing cash and checks, tracking payments and general accounting of all fees.

Resolution No. 2014- 95

The Finance Department estimates the cost to administer this program to be approximately \$29 (.25 hr. of Accounting Technician's time).

Therefore the City of Palm Desert Police Department recommends that a DUI/VICR fee of \$165 per vehicle be established.

Deputy cost: \$139.29
City Admin. Cost: \$29.00 (.25 hour-including benefits)
TOTAL: \$168.29 (REVISED VICR FEE=\$165.00)

DUI & VEHICLE IMPOUND COST RECOVERY FEE UPDATE 2025

Public Hearing
April 10, 2025



PALM DESERT



PURPOSE

- Update VICR fees to reflect actual City costs
- Ensure full cost recovery for standard and DUI-related impounds
- Request Council adoption of updated resolution





WHY THE CHANGE?

- Last update: 2014
- Increased Sheriff's contract rates
- Regional comparison shows Palm Desert undercharging
- Align with inflation and actual staff time

PROPOSED FEE ADJUSTMENT

Fee Type	Current	Proposed
Standard Impound	\$165	\$275
DUI Impound	\$705	\$1,190

COST BREAKDOWN

Standard:

- Deputy/Admin time = \$274.55 → Rounded: \$275

DUI:

- Deputy/Admin time = \$1,192.75 → Rounded: \$1,190

REGIONAL COMPARISON

Palm Desert's proposed DUI fee is aligned with full cost recovery and higher than nearby cities:

- Indian Wells: \$670
- Cathedral City: \$566
- Rancho Mirage, La Quinta: No DUI-specific fee

KEY PROVISIONS

- Annual increase (from July 2026): lesser of 5% or Sheriff's rate hike
- Refunds available upon acquittal (within 30 days)
- Replaces Resolution No. 2014-95



RECOMMENDATION

- Adopt Resolution No. 2025-____
- Approve updated VICR fees
- Implement automatic adjustments

THANK YOU

Daniel Hurtado

dhurtado@palmdesert.gov

760-776-6414



PALM DESERT

