

# **PALM DESERT CITY COUNCIL MEETING AGENDA**

Thursday, July 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.

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## **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](mailto: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](http://palmdesert.gov/zoom) or [zoom.us](https://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: June 26, 2025**
  - 4.b **Public Employee Performance Evaluation pursuant to Government Code Section 54954.5(e)**  
Interim City Manager
5. **ROLL CALL - REGULAR MEETING - 4:00 P.M.**
6. **PLEDGE OF ALLEGIANCE**  
Councilmember Pradetto
7. **INSPIRATION**  
Councilmember Quintanilla
8. **REPORT OF CLOSED SESSION**  
City Attorney Shah
9. **AWARDS, PRESENTATIONS, AND APPOINTMENTS**
  - 9.a **OUTDOOR WORKER APPRECIATION PROCLAMATION**
10. **CITY MANAGER COMMENTS**
  - 10.a **LIBRARY - YEAR ONE UPDATE**
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.

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RECOMMENDATION:  
To approve the consent calendar as presented.

- 13.a

**APPROVAL OF CITY COUNCIL, SUCCESSOR AGENCY, AND HOUSING AUTHORITY MINUTES**  
  
RECOMMENDATION:  
Approve the Minutes of June 26, 2025.

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- 13.b

**APPROVAL OF WARRANT REGISTERS**  
  
RECOMMENDATION:  
Approve the warrant registers issued for the period 6/19/2025 to 6/26/2025.

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- 13.c

**ADOPTION OF ORDINANCE NO. 1431, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA**  
  
RECOMMENDATION:  
Adoption of Ordinance No. 1431 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR’S PARCEL NUMBER 640-040-016).”

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- 13.d

**ADOPTION OF ORDINANCE NO. 1432, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA**  
  
RECOMMENDATION:  
Adoption of Ordinance No. 1432 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA.”

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- 13.e

**LETTER OF SUPPORT FOR THE JOSLYN CENTER’S GRANT APPLICATION TO BIGHORN GOLF CLUB CHARITIES FOR HVAC SYSTEM REPLACEMENT**  
  
RECOMMENDATION:  
Ratify issuance of a letter of support for The Joslyn Center’s application to BIGHORN Golf Club Charities requesting grant funding to replace HVAC units at its facility.

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- 13.f LETTER OF SUPPORT FOR DESERT RECREATION DISTRICT'S GRANT APPLICATION TO BIGHORN GOLF CLUB CHARITIES 85**  
RECOMMENDATION:  
Ratify issuance of a letter of support for the Desert Recreation District's grant application to BIGHORN Golf Club Charities requesting funding to provide scholarships for residents to participate in core programs and activities.
- 13.g LETTER OF SUPPORT FOR THE RANDALL W. LEWIS CENTER FOR ENTREPRENEURSHIP AND SCHOOL OF ENTREPRENEURSHIP APPLICATION TO THE THRIVE INLAND SOCAL CATALYST GRANT PROGRAM 89**  
RECOMMENDATION:  
Ratify issuance of a letter of support for the Randall W. Lewis Center for Entrepreneurship and the School of Entrepreneurship's application to the THRIVE Inland SoCal Catalyst Grant Program to sustain and expand programming delivered through the Palm Desert Entrepreneurial Resource Center.
- 13.h RESOLUTION SETTING THE CITY COUNCIL REGULAR MEETING SCHEDULE FOR THE CALENDAR YEAR 2026 93**  
RECOMMENDATION:  
Adopt a resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING THE CITY COUNCIL REGULAR MEETING SCHEDULE FOR THE CALENDAR YEAR 2026."
- 13.i CORRECTION TO APPOINTMENT TERM FOR THE JOSLYN COVE SENIOR CENTER BOARD 99**  
RECOMMENDATION:  
Approve a correction to the term of appointment for Janet Davidson to the Joslyn Cove Senior Center Board, establishing the term as July 1, 2025, through June 30, 2027, in accordance with the Joslyn Center's bylaws.
- 13.j REJECT ALL BIDS FOR CAHUILLA HILLS PARK AND TRAILHEAD ADA IMPROVEMENTS AND AUTHORIZE STAFF TO READVERTISE FOR BID, PROJECT NO. MPK00005 101**  
RECOMMENDATION:  
  1. Reject all bids submitted for the Cahuilla Hills Park and Trailhead ADA Improvements.
  2. Authorize staff to re-bid the project with revisions to contractor license requirements.

**13.k RESOLUTION REAFFIRMING PARTICPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM 103**

**RECOMMENDATION:**

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, REAUTHORIZING PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM AND SUPERSEDING RESOLUTION NO. 2020-49."
2. Authorize the City Manager, or their designee, to execute all documents required or deemed necessary or appropriate by the California Department of Housing and Community Development (HCD) for the continued administration of PLHA funds, including but not limited to funding agreements, amendments, and reporting documents;

**13.l MEMORANDUM OF UNDERSTANDING WITH THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS FOR THE CV HOUSING FIRST PROGRAM, AND AUTHORIZE PAYMENT FOR FISCAL YEAR 2025-2026 111**

**RECOMMENDATION:**

1. Approve a Memorandum of Understanding (MOU) with Coachella Valley Association of Governments (CVAG) for the CV Housing First Program not to exceed \$125,000 in FY 2025-2026.
2. Authorize the City Attorney to make any necessary nonmonetary changes to the MOU.
3. Authorize the Director of Finance to appropriate and disburse funds as necessary to implement the MOU.
4. Authorize the City Manager to execute the MOU.

**13.m AUTHORIZE REGISTRATION WITH RENTAL ASSISTANCE PROVIDERS AS A PAYEE FOR PALM DESERT HOUSING AUTHORITY RESIDENT SUPPORT 121**

**RECOMMENDATION:**

1. Authorize staff to register the Palm Desert Housing Authority as a payee/vendor with local and regional rental assistance providers to facilitate receipt of rental assistance funds on behalf of eligible residents.
2. Authorize the Executive Director to approve registration with any additional nonprofit and government-based service providers.

**13.n AUTHORIZATION TO INCREASE FY 2024/25 POOL AND SPA ADDITIONAL SERVICES WITH SERVICE FIRST, LLC 123**

**RECOMMENDATION:**

Authorize an increase of \$6,581.00 to the not-to-exceed amount for additional services for pool and spa repairs with Service First, LLC, for Fiscal Year 2024/25.

- 13.o RESOLUTION DECLARING CITY OWNED PROPERTY LOCATED ON PORTOLA AVENUE NORTH OF HAYSTACK, APN 630-250-052, AS SURPLUS LAND UNDER THE GOVERNMENT CODE SECTION 54221 AND CATAGORICALLY EXEMPT FROM CEQA** 125

**RECOMMENDATION:**

Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF PALM DESERT LOCATED AT 47501 PORTOLA AVENUE (PORTION OF APN 630-250-052) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS." This action declares approximately 0.95 acres of city-owned property located on Portola Avenue, north of Haystack Road (APN 630-250-052), as surplus land in accordance with the California Surplus Land Act (SLA) while retaining approximately 0.33 acres for City use.

- 13.p APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HOLISTIC SYSTEM INTEGRATION SOLUTIONS FOR SUPPLEMENTAL STAFFING AND PROCESS IMPROVEMENT FOR LAND MANAGEMENT AND PERMIT CENTER OPERATIONS.** 139

**RECOMMENDATION:**

1. Approve a Professional Services Agreement with Holistic System Integration Solutions for on-call supplemental staffing services, for an amount not to exceed \$192,000 for Fiscal Year 2025-26.
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to execute any change orders or amendments, including extensions of the agreement, provided such actions remain within the approved amount.

- 13.q AWARD A TWO-YEAR SERVICE AGREEMENT TO FG CREATIVE FOR MERCHANT RELATION SERVICES RELATED TO EL PASEO, IN AN AMOUNT NOT TO EXCEED \$40,000.** 161

**RECOMMENDATION:**

1. Approve a Service Agreement with FG Creative, Inc., for El Paseo merchant relation services in an amount not to exceed \$40,000 for a two-year term, through Fiscal Year 2026/27.
2. Authorize the City Attorney to make non-monetary changes and the City Manager to execute all necessary documents.

- 13.r AUTHORIZE AMENDMENT NO. 4 TO AGREEMENT NO. A43790 WITH FG CREATIVE TO EXTEND THE CONTRACT TERM FOR THREE MONTHS AND INCREASE COMPENSATION BY \$36,600. 171**
- RECOMMENDATION:
1. Approve Amendment No. 4 to Agreement No. A43790 with FG Creative to extend the term of the contract through September 30, 2025, and increase total compensation by \$36,600.
  2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
  3. Authorize the City Manager to execute the amendment and any related documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.
- 13.s APPROVE AMENDMENT NO. 4 TO CONTRACT NO. C43390 WITH IDEA PEDDLER, LLC TO ALIGN FY 2024/25 COMPENSATION WITH PREVIOUSLY APPROVED SCOPE OF SERVICES 213**
- RECOMMENDATION:
1. Approve Amendment No. 4 to Contract No. C43390 with Idea Peddler, LLC to align the compensation terms with the approved services for FY 2024/25.
  2. Authorize the City Attorney to make necessary, nonmonetary changes to the Agreement.
  3. Authorize the City Manager to execute the amendment and any related documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.
- 13.t AMENDMENT NO. 1 FOR THE DISBURSEMENT AND USE OF FUNDS AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC., DBA PAPA DAN'S PIZZA AND PASTA TO EXTEND THE BUSINESS OPENING DEADLINE 267**
- RECOMMENDATION:
1. Ratify Amendment No. 1 for the Disbursement and Use of Funds Agreement extending the deadline to commence operations from July 1, 2025, to September 1, 2025, or reasonably thereafter.
  2. Authorize the City Manager or designee to execute all documents, agreements, amendments, and related instruments necessary to implement and carry out the intent of this item.
- 13.u DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION OF DISPOSAL 287**
- RECOMMENDATION:
- Declare the items listed on Attachment 1 of this staff report as surplus property and authorize disposal as appropriate.

- 13.v AUTHORIZE FUNDS FOR THE PURCHASE OF GURNEYS AND STAIR CHAIRS FROM STRYKER SALES CORPORATION 291**
- RECOMMENDATION:
1. Authorize an additional \$1,376 for the purchase of gurneys and stair chairs from Stryker Sales Corporation for a total purchase price of \$236,647.87 in Fiscal Year 2024/25.
  2. Authorize the purchase of gurneys and stair chairs from Stryker Sales Corporation for an amount not to exceed \$118,244.70 in Fiscal Year 2025/26, plus a \$5,000 contingency for unforeseen expenses.
  3. Authorize the City Manager to execute any documents necessary to effectuate the actions taken herewith.
- 13.w APPROVE CHANGE ORDER NO. 2 TO CONTRACT C45130 WITH M & M SWEEPING, INC., FOR STREET AND PARKING LOT SWEEPING SERVICES (PROJECT NO. MST00010) 301**
- RECOMMENDATION:
1. Approve Change Order No. 2 to Contract C45130 with M&M Sweeping, Inc., for Citywide Street Sweeping Services, in the amount of \$10,800, increasing the total annual amount to \$252,000 per fiscal year, subject to a Services Price Increase.
  2. Authorize the City attorney to make non-monetary changes to the agreement and change order.
  3. Authorize City Manager to execute change orders, the two extension amendments, and any documents necessary to effectuate the actions taken herewith.
- 13.x APPROVE CONSTRUCTION TASK ORDER AND FURNITURE CHANGE ORDER FOR CITY HALL OFFICE SPACE IMPROVEMENTS – PHASE THREE (PROJECT NO. SFA00006) 307**
- RECOMMENDATION:
1. Authorize the City Manager to approve Task Orders under Contract No. C44620 for Office Space Improvements - Phase Three, in an aggregate amount not-to-exceed \$800,000 in Fiscal Year 2025/26.
  2. Authorize the City Manager to approve a Change Order to Quality Office Furnishings Contract No. A48790, for the purchase of additional cubicles in an amount not-to-exceed \$50,000 for various departments.
  3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
  4. Authorize the City Manager to execute the task orders and documents necessary to effectuate these actions.

**13.y      AUTHORIZE CITY MANAGER TO AWARD CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC., FOR NUISANCE SOIL REMOVAL (PROJECT NO. SCC00001)** 395

**RECOMMENDATION:**

1. Authorize the City Manager to award a construction agreement to Jeremy Harris Construction, Inc., of Riverside, California, for the Nuisance Soil Removal Project for total compensation of \$529,998, plus \$105,000 contingency for unforeseen conditions.
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 written requests for change orders up to the contingency amount, amendments, and any other documents necessary to effectuate this action, in accordance with Palm Desert Municipal Code Section 3.30.170.
4. Authorize the City Manager to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.
5. Reject all bids opened on October 29, 2024.

**13.z      AWARD CONTRACT TO ST. FRANCIS ELECTRIC, LLC, FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY RESPONSE SERVICES** 429

**RECOMMENDATION:**

1. Award a Maintenance Services Agreement to St. Francis Electric, LLC. for On-call Traffic Signal Maintenance and Emergency Response Services at an annual not-to-exceed amount of \$200,000, for a three-year term with two 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, amendments, change orders, and any other documents necessary to effectuate this action.

**13.aa AUTHORIZE THE PURCHASE OF SHADE STRUCTURES AND  
PLAYGROUND EQUIPMENT FOR THE CIVIC CENTER PARK  
IMPROVEMENTS (PROJECT NO. CFA00011)**

477

**RECOMMENDATION:**

1. Authorize the purchase of seven playground shade structures from Shade Structures, Inc., dba USA SHADE & Fabric Structures, in the amount of \$492,158.92, plus \$50,000 in contingency for unforeseen expenses.
2. Authorize the purchase of playground equipment from Landscape Structures, Inc. in the amount of \$445,406.10, plus a \$45,000 contingency for unforeseen expenses.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreements.
4. Authorize the City Manager to execute the agreement and any other documents, changes, or amendments necessary to effectuate this action.

**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 RESOLUTION APPROVING FINAL PARCEL MAP NO. 38366 AND  
AGREEMENTS**

519

**RECOMMENDATION:**

1. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL PARCEL MAP NO. 38366."
2. Authorize the Mayor to execute Easement Agreements.
3. Authorize the City Attorney to make non-substantive changes to the Agreements and City Manager to execute said Agreements.

**14.b INTRODUCTION OF AN AMENDING PALM DESERT MUNICIPAL CODE  
SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS**

615

**RECOMMENDATION:**

1. Introduce an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS."
2. Direct the City Clerk to immediately implement the policy establishing an annual rotation of advisory body chairperson and vice chairperson positions using a numeric seat-based system.

**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.

**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](http://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](http://www.palmdesert.gov) no less than 72 hours prior to the meeting.

/S/ Michelle Nance  
Acting Assistant City Clerk

**WHEREAS**, outdoor workers provide many essential services throughout California; and

**WHEREAS**, industries like emergency services, landscaping, renewable energy, public utilities, agriculture, professional sports, tourism, and construction depend heavily upon the labor of outdoor workers; and

**WHEREAS**, in addition to the physical hardships, outdoor work is particularly difficult in the summer months when temperatures regularly exceed 90 degrees Fahrenheit and reach up to 120 degrees in desert regions; and

**WHEREAS**, outdoor workers who provide vital services to Californians during these months face heightened risk for heat illness, smoke exposure, and heat-related death; and

**WHEREAS**, in the last decade, the United States Bureau of Labor Statistics reported 479 worker deaths due to environmental heat exposure, and workplace safety experts believe that the actual number of heat-related fatalities may be underreported or misreported as another cause, such as heart attacks; and

**WHEREAS**, employers are now required to protect outdoor workers by providing adequate rest time, water, and shade during the summer; and

**WHEREAS**, outdoor workers tirelessly dedicate their efforts to maintaining and improving our communities, while facing numerous challenges, including exposure to extreme weather conditions, physical exertion, and occupational hazards; and

**WHEREAS**, the contributions of outdoor workers often go unnoticed and underappreciated, despite their indispensable role in the daily lives of all Californians; and

**WHEREAS**, recognition and appreciation of outdoor workers promotes better working conditions, safety, and productivity.

**NOW, THEREFORE**, I, Jan C. Harnik, Mayor of the City of Palm Desert, and the entire City Council, do hereby proclaim July 13-19, 2025, as

## **Outdoor Worker Appreciation Week**

in the City of Palm Desert and encourage all residents to join us in celebrating their contributions to our city.

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 10<sup>th</sup> day of July 2025.



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

June 26, 2025, 3:00 p.m.

Present: Mayor Jan Harnik, Councilmember Gina Nestande\*, Mayor Pro  
Tem Evan Trubee, Councilmember Karina Quintanilla,  
Councilmember Joe Pradetto  
*\*Councilmember Nestande participated remotely in accordance to AB 2449.*

**1. CALL TO ORDER - STUDY SESSION**

A Study Session of the Palm Desert City Council was called to order by Mayor Harnik on Thursday, June 26, 2025, at 3:00 p.m., in the Council Chamber, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

**2. STUDY SESSION TOPICS**

**2.a RECEIVE DIRECTION ON FURTHER STUDY OF THE PORTOLA AVENUE  
INTERCHANGE PROJECT**

Interim Deputy Director of Development Services Flores introduced Jason Pack of Fehr & Peers who narrated a PowerPoint presentation and responded to City Council inquiries.

Direction was given to proceed with including the Portola Interchange in the Circulation Element of the Palm Desert General Plan.

**3. ADJOURNMENT**

The City Council adjourned the Study Session at 3:33 p.m.

Respectfully submitted,

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Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

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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**

June 26, 2025, 3:30 p.m.

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

*\*Councilmember Nestande participated remotely in accordance to AB 2449*

**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, June 26, 2025, at 3:34 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 3:34 p.m.

**4. CLOSED SESSION AGENDA**

**4.a Closed Session Meeting Minutes: June 12, 2025**

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

Property Description: 37023 Cook Street Suite 102

Agency: City of Palm Desert

City Negotiator: Chris Escobedo/Richard Cannone/Martin Alvarez

Negotiating Parties: California State University San Bernardino

Under Negotiation: Price and Terms

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

**6. PLEDGE OF ALLEGIANCE**

Mayor Harnik led the Pledge of Allegiance.

**7. INSPIRATION**

Mayor Pro Tem Trubee 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**

None.

**10. CITY MANAGER COMMENTS**

**10.a SHERIFF DEPARTMENT UPDATE**

Sergeant Cryder of the Riverside County Sheriff's Office provided an update on public education regarding heat safety during summer activities and shared information about California's new touch-free cell phone law to prevent distracted driving.

**10.b POINT-IN-TIME COUNT UPDATE**

Homeless and Supportive Service Manager Tenorio narrated a PowerPoint presentation and responded to City Council inquiries.

**11. MAYOR/COUNCILMEMBER REPORTS AND REQUESTS FOR ACTION**

Councilmembers provided updates on their attendance at various events.

**12. NON-AGENDA PUBLIC COMMENTS**

Benjamin Jones, La Quinta resident, spoke on the need to address non-operational Electric Vehicle (EV) charging stations within the community.

**13. CONSENT CALENDAR**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

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 Quintanilla

Approve the Minutes of June 12, 2025.

**Motion Carried (5 to 0)**

**13.b APPROVAL OF WARRANT REGISTERS**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Approve the warrant registers issued for the period 4/12/2025 to 6/12/2025.

**Motion Carried (5 to 0)**

**13.c MAY 2025 PROCUREMENT REPORT**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Receive and file the monthly Procurement Report for May 2025.

**Motion Carried (5 to 0)**

**13.d ADOPTION OF ORDINANCE 1429 ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Adoption of Ordinance No. 1429 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FIRE HAZARD SEVERITY ZONES AS RECOMMENDED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION PURSUANT TO GOVERNMENT CODE SECTION 51178."

**Motion Carried (5 to 0)**

**13.e APPROVAL OF A FIVE-YEAR FIRE SERVICES COOPERATIVE AGREEMENT WITH THE RIVERSIDE COUNTY FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, AND EMERGENCY MEDICAL SERVICES**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Approve the proposed Five-Year Cooperative Agreement No. C49450 with the Riverside County Fire Department, effective July 1, 2025, through June 30, 2030, for the continued provision of fire protection, rescue, In-house fire marshal, hazardous materials mitigation, and emergency medical services within the City of Palm Desert.
2. Authorize the City Manager to execute the Cooperative Agreement and any future amendments that do not result in material changes to service levels or exceed adopted budget appropriations.

**Motion Carried (5 to 0)**

**13.f APPROVE CITY SPONSORSHIP AND OUTSIDE AGENCY FUNDING FOR FISCAL YEAR 2025-26**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Approve Community Sponsorship Awards in the amount of \$540,000 to the agencies listed herein with associated restrictions and conditions, including confirmation of events prior to distribution, if applicable.
2. Approve Outside Agency Funding Awards in the amount of \$1,790,135 to the agencies listed herein with associated restrictions and conditions, and all applicable program requirements.
3. Approve Five-Year Funding Agreement with the McCallum Theatre for \$300,000 per year, Not to Exceed \$1,500,000 for Palm Desert Program Funding Partnership.
4. Authorize the City Manager or his designee, to consider alternative requests during the year provided the request is consistent with the original request and unassigned budget.
5. Pending approval of the FY 2025-26 City of Palm Desert Annual Budget, authorize the City Manager to execute any documents necessary to effectuate the actions taken herewith.

**Motion Carried (5 to 0)**

**13.g APPROVE ANNUAL COMPUTER SOFTWARE AND HARDWARE MAINTENANCE FOR THE LISTED VENDORS IN THE ESTIMATED AMOUNT OF \$1,852,183 AND AUTHORIZE CITY MANAGER TO EXECUTE RENEWAL AGREEMENTS**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Approve Fiscal Year 2025-26 recurring annual computer software and hardware maintenance costs for the listed vendors in the estimated amount of \$1,852,183.
2. Authorize the City Manager to execute renewal agreements, change orders, amendments, and any document necessary to effectuate this action.

**Motion Carried (5 to 0)**

**13.h RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR THE LAND AND WATER CONSERVATION FUND (LWCF) FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Adopt Resolution No. 2025-040 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE NORTH PALM DESERT COMMUNITY PARK PROJECT."
2. Authorize the City Manager to execute documents related to the grant application, reporting, and payments.

**Motion Carried (5 to 0)**

**13.i PURCHASE OF GRASS SEED FROM THE LOWEST RESPONSIBLE BIDDER FOR FISCAL YEAR 2025/26 (PROJECT NO. MLS00021)**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Authorize the City Manager to approve the purchase of 174,500 pounds of grass seed from the lowest responsible bidder, in an amount not to exceed \$300,000 for Fiscal Year 2025/26.
2. Pursuant to PDMC Section 3.30.160(I), make a finding that such purchase is in the best interest of the City.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the agreement and any other documents, changes, or amendments necessary to effectuate this action.

**Motion Carried (5 to 0)**

**13.j AWARD ON-CALL CONTRACTS TO EIGHT VENDORS FOR FACILITIES REPAIRS AND IMPROVEMENTS (PROJECT NO. MFA00009)**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Award maintenance service agreements C49470A through C49470H to eight vendors (C49470A to AMTEK Construction, C49470B to Brian Stemmer Construction, C49470C to Cove Electric, Inc., C49470D to MBE Construction, C49470E to PUB Construction, C49470F to Servpro of Palm Springs Indio Coachella La Quinta Indian Wells, C49470G to Southern Pacific Construction, and C49470H to Urban Worx Construction) for Facilities Repairs and Improvements, in an aggregate amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreements.
3. Authorize the City Manager/Executive Director to execute the agreements and any other documents necessary to effectuate this action.
4. Authorize National Community Renaissance of California, to enter into on-call contracts with the eight vendors for Facilities Repairs and Improvements, on behalf of the Palm Desert Housing Authority.
5. Authorize the City Manager/Executive Director to execute a Notice of Completion (NOC) and the City Clerk to file an NOC upon satisfactory completion of construction related tasks.

**Motion Carried (5 to 0)**

**13.k RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Adopt Resolution 2025-041 entitled "RESOLUTION OF THE CITY OF PALM DESERT, CALIFORNIA AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026."

**Motion Carried (5 to 0)**

**13.l RESOLUTION AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Adopt Resolution 2025-042 entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 (UNIVERSITY PARK) FOR FISCAL YEAR 2025/2026."

**Motion Carried (5 to 0)**

**13.m RESOLUTION APPROVING THE SUMMARY VACATION OF A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND 7 OF TRACT MAP 30438**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Adopt Resolution 2025-043 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE SUMMARY VACATION OF A PORTION OF THE PUBLIC SERVICE EASEMENT ON LOT 6 AND LOT 7 OF TRACT MAP 30438."

**Motion Carried (5 to 0)**

**13.n RELEASE THE MAINTENANCE BOND FOR TRACT MAP 37506-1 PARKS A AND B, UNIVERSITY PARK**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Release the Maintenance Bond for Tract Map 37506-1 in the full amount of \$58,393.28.

**Motion Carried (5 to 0)**

**13.o RELEASE THE FAITHFUL PERFORMANCE BOND, LABOR AND MATERIALS BOND FOR OFFSITE IMPROVEMENTS, PARTICULATE MATTER BOND, ACCEPT THE MAINTENANCE BOND, AUTHORIZE APPROPRIATION OF FUNDS FOR REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$593,000**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Accept Public Improvements for the extension of Technology Drive and Zenith Drive.
2. Release the following bonds for the extension of Technology Drive and Zenith Drive (PG22-0007):
  1. Faithful Performance Bond in the amount of \$1,137,582.
  2. Labor and Materials Bond in the amount of \$1,137,582.
3. Release Particulate Matter (PM10) Bond for Rough Grading Permit (RG22-0008) in the amount of \$29,940 to Apogee Professional Services.
4. Accept Maintenance Bond in the amount of \$113,758.20.
5. Authorize an appropriation of \$293,000 from unobligated Capital Project Funds to Street Capital Improvement Account No. 4004311-432000.
6. Authorize reimbursement to Palm Desert University Gateway, LLC in the amount not to exceed \$593,000 for street improvements adjacent to the city-owned parcel.

**Motion Carried (5 to 0)**

**13.p RELEASE PARTICULATE MATTER (PM10) BONDS FOR COMPLETED PROJECTS**

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

Release the following PM 10 Bonds:

1. Starwood Vacation Ownership Inc in the amount of \$22,270
2. Villa Portofino phase 29 (PG21-0013) in the amount of \$1,420
3. Villa Portofino phase 32 (PG21-0015) in the amount of \$1,420
4. Chick-Fil-A (PG19-0029) in the amount of \$740
5. Hovley Gardens (PG21-0018) in the amount of \$3,980
6. Villa Portofino phase 25 (PG21-0011) in the amount of \$1,420
7. Villa Portofino phase 1 (PG21-0026) in the amount of \$2,560
8. Single Family Grading 143 Tepin Way (SFGR22-0005) in the amount of \$1,360

9. Mechanics Bank (PG22-0040) in the amount of \$820
10. Heartbeat at 22 (PG22-0037) in the amount of \$1,440
11. Carmax Auto Superstore (PG23-0010) in the amount of \$3,220
12. Palms to Pines Plaza West (PG23-0001) in the amount of \$460
13. Single Family Grading 49981 Canyon View Dr (SFGR23-0002) in the amount of \$980

**Motion Carried (5 to 0)**

**14. ACTION CALENDAR**

**14.a ADOPT POLICIES FOR THE FLEET MANAGEMENT AND REPLACEMENT SCHEDULE AND AUTHORIZE APPROPRIATION AND THE PURCHASE OF SIX HYBRID VEHICLES**

Director of Public Works Chavez and Ruth Alfson of Matrix Consulting Group provided a staff report and responded to City Council inquiries.

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Adopt Resolution 2025-044 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING ADMINISTRATIVE POLICY REGARDING FLEET MANAGEMENT."
2. Adopt Resolution 2025-045 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING FLEET REPLACEMENT SCHEDULE."
3. Reject all bids received under OpenGov for Fleet Vehicles: Six 2025 Plug-In Hybrid 4-Door Vehicles.
4. Authorize the purchase of six 2025 Plug-In Hybrid 4-Door Vehicles through a Cooperative Purchasing Agreement from National Auto Fleet Group, from Watsonville, California, in the amount of \$236,350.44, plus \$10,000 in contingency for unforeseen items.
5. Appropriate \$500,000 from unobligated Equipment Replacement Fund Balance to Account No. 5304310-440300.
6. Appropriate \$2,681,980 from General Fund Balance Committed Equipment Replacement Reserve (\$2,967,611) allocation and transfer out/into Equipment Replacement Fund Capital Auto/Fleet Vehicles Account No. 5304310-4403000.
7. Authorize the City Manager to reallocate equipment, timing, and annual estimated costs to achieve economies of scale and/or proactively purchase available inventory.

8. Authorize the City Attorney to make necessary non-monetary changes to the agreement(s)
9. Authorize the City Manager to execute the agreement(s) and any other documents necessary to effectuate this action.

**Motion Carried (5 to 0)**

**14.b APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/26**

Management Analyst Gonzalez and Kian Hoodeh of Willdan Financial Services provided a staff report and responded to City Council inquiries.

**Motion by:** Mayor Pro Tem Trubee

**Seconded by:** Councilmember Pradetto

1. Adopt Resolution 2025-046 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING AND ADOPTING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA I PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."
2. Adopt Resolution 2025-047 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT'S I PLAZA PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/2026."

**Motion Carried (5 to 0)**

**14.c RESOLUTIONS TO APPROVE THE MANAGEMENT DISTRICT PLAN AND ORDER THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2025/26**

Management Analyst Gonzalez and Kian Hoodeh of Willdan Financial Services provided a staff report and responded to City Council inquiries.

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Adopt Resolution 2025-048 entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE MANAGEMENT DISTRICT PLAN FOR THE PRESIDENT'S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026."

2. Adopt Resolution 2025-049 entitled “RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE PRESIDENT’S PLAZA III PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, FISCAL YEAR 2025/2026.”

**Motion Carried (5 to 0)**

**14.d INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS**

City Clerk Mejia provided a staff report and responded to City Council inquiries.

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

1. Introduce Ordinance 1430 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS.”
2. Direct the City Clerk to immediately implement the policy that advisory body chairperson and vice chairperson positions shall rotate annually. No member may serve consecutive terms in the same officer position, in order to provide broader opportunities for members to serve in leadership roles.

**Motion Carried (5 to 0)**

**14.e CLARIFICATION ON THE 2025 STRATEGIC PLAN PROJECT TIMELINE**

City Clerk Mejia narrated a PowerPoint presentation and responded to City Council inquiries.

**Motion by:** Councilmember Pradetto

**Seconded by:** Councilmember Quintanilla

City Council directed staff not to proceed with execution of the consultant agreement; established a City Council subcommittee consisting of Councilmember Pradetto and Councilmember Quintanilla; and directed staff to schedule a future study session on the current Strategic Plan.

NOES (1): Mayor Harnik

**Motion Carried (4 to 1)**

## **15. PUBLIC HEARINGS**

### **15.a APPROVAL OF RESOLUTIONS RELATED TO THE ADOPTION OF THE FISCAL YEAR 2025-26 FINANCIAL PLAN AND CAPITAL IMPROVEMENT PROGRAM**

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 Pradetto

**Seconded by:** Mayor Pro Tem Trubee

1. Conduct a Joint Public Hearing and accept public comment on the proposed Fiscal Year 2025-26 City and Housing Authority Financial Plan, including the Capital Improvement Program.
2. Adopt Resolution 2025-050 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ADOPTING THE FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026, AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2025-26 THROUGH 2029-30."
3. Adopt Resolution 2025-051 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2025-26."
4. Adopt Resolution HA-131 entitled "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY OF PALM DESERT, CALIFORNIA, ADOPTING THE HOUSING AUTHORITY'S FINANCIAL PLAN FOR THE FISCAL YEAR JULY 1, 2025, THROUGH JUNE 30, 2026."
5. Adopt Resolution 2025-052 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, RESCINDING AND REPLACING RESOLUTION NO. 2025-006, ADOPTING AUTHORIZED CLASSIFICATIONS, ALLOCATED POSITIONS, SALARY SCHEDULE, AND SALARY RANGES INCLUDED HEREIN AND ATTACHED AS "EXHIBIT A" EFFECTIVE JULY 1, 2025", setting the Fiscal Year 2025-26 Salary Schedules, Salary Ranges, and Allocated Classifications.
6. Approve Fiscal Year 2025-26 Out-of-State Travel List as listed in the attached memorandum.

**Motion Carried (5 to 0)**

**15.b APPROVE THE ENGINEER'S REPORT, ORDER THE LEVY AND COLLECTION OF ASSESSMENTS IN THE CITY OF PALM DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-26**

Management Analyst Gonzalez provided a staff report.

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

**Motion by:** Councilmember Pradetto

**Seconded by:** Mayor Pro Tem Trubee

Adopt Resolution 2025-053 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CITY OF PALM DESERT BENEFIT ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2025-26, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982."

**Motion Carried (5 to 0)**

**15.c APPROVE THE ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/26**

Management Analyst Gonzalez provided a staff report.

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

**Motion by:** Councilmember Pradetto

**Seconded by:** Mayor Pro Tem Trubee

1. Adopt Resolution 2025-054 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026."
2. Adopt Resolution 2025-055 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN CONSOLIDATED PALM DESERT LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2025/2026."

**Motion Carried (5 to 0)**

**15.d APPROVE A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER AND CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A PROPERTY ON THE NORTHWEST CORNER OF FRED WARING AND FAIRHAVEN**

Interim Deputy Director of Development Services Flores narrated a PowerPoint presentation and responded to City Council inquiries.

Mayor Harnik opened the public hearing.

Oscar Lua, applicant, spoke in support of the proposed general plan amendment and responded to City Council inquiries

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

**Motion by:** Councilmember Quintanilla

**Seconded by:** Councilmember Pradetto

1. Hold a public hearing and introduce Ordinance 1431 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)."
2. Adopt Resolution 2025-056 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A CHANGE OF ZONE FROM PLANNED RESIDENTIAL TO OFFICE PROFESSIONAL FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)."

**Motion Carried (5 to 0)**

**15.e INTRODUCTION OF AN ORDINANCE AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS – CEQA DETERMINATION**

Code Compliance Supervisor Rodriguez provided a staff report 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 Quintanilla

**Seconded by:** Councilmember Pradetto

Introduce Ordinance 1432 entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKE A FINDING OF EXEMPTION UNDER CEQA.”

**Motion Carried (5 to 0)**

**16. INFORMATION ITEMS**

None.

**17. ADJOURNMENT**

The City Council adjourned at 6:15 p.m.

Respectfully submitted,

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Michelle Nance

Acting Assistant City Clerk/Assistant Secretary

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Anthony J. Mejia, MMC

City Clerk/Secretary



City of Palm Desert  
**Check Register**  
 6/19/2025 - 6/19/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004571	06/19/2025	A+ WINDOW & GUTTER CLEANING	5104195	4369800	R/M WINDOW CLEAN - HENDERSON	9694	1,690.00
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104422	4211000	MEMORY CARDS	13CM-XY1V-7XG9	59.80
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104420	4218000	DIGITAL LEVEL/DOOR PRESS GAUGE	141P-7XJK-7731	462.58
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104420	4218000	OUTLET TESTER/LASER/TAPE MEAS	1G4Q-FKXQ-HMTY	258.78
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104420	4391500	SAFETY VESTS & HELMETS	1G4Q-FKXQ-HMTY	194.68
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104110	4219000	Certificate Holders CITY HALL	1R4L-XW9J-Q6L9	91.32
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104154	4219000	Staff Supplies- Portable Fans	1TF3-KYFW-LHYJ	130.48
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104159	4211000	AAA Batteries	1KTP-WJV4-VVT1	23.97
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104159	4363000	Prime Annual Fee FY24/25	1JXJ-L4L4-9WTW	211.79
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1100000	1430000	Prime Annual Fee FY25/26	1JXJ-L4L4-9WTW	635.37
W1	00004572	06/19/2025	AMAZON CAPITAL SERVICES INC.	1104130	4211000	Office supplies	1KDH-KKGW-KQMG	286.35
W1	00004573	06/19/2025	BRINKS CAPITAL LLC	1104159	4309000	Transport Services - June 2025	12936864	1,357.14
W1	00004574	06/19/2025	BRODART CO	2524662	4211200	Book purchase	B6994320	2,231.54
W1	00004574	06/19/2025	BRODART CO	2524662	4211200	Book purchase	B6994404	332.64
W1	00004574	06/19/2025	BRODART CO	2524662	4211200	Book purchase	B6994715	235.77
W1	00004574	06/19/2025	BRODART CO	2524662	4211200	Book purchase	B6994269	25.54
W1	00004574	06/19/2025	BRODART CO	2524662	4211200	Book purchase	B6994349	1,984.85
W1	00004575	06/19/2025	BUSHIDO TACTICAL LLC	1100000	2070200	5 Ballistic Carriers- SalesTAX	20250520-01	-265.45
W1	00004575	06/19/2025	BUSHIDO TACTICAL LLC	1104210	4304200	5 Ballistic Carriers for Sheri	20250520-01	3,033.75
W1	00004575	06/19/2025	BUSHIDO TACTICAL LLC	1104210	4304200	5 Ballistic Carriers- SalesTAX	20250520-01	265.45
W1	00004576	06/19/2025	CDW LLC	1104190	4212000	HP 730 INK	AE5E89C	618.31
W1	00004576	06/19/2025	CDW LLC	1104190	4404000	Pluggable USB-C Dock	AE5VU5H	2,313.11
W1	00004577	06/19/2025	CHARLES TAYLOR ENVIRONMENTAL	1104340	4331000	R/M HAZMAT TEST - FS #67	WO-2125934-1	687.00
W1	00004578	06/19/2025	CIRCUIT TRANSIT INC	1104416	4368100	MY25 COURTESY CARTS EL PASEO	3778	16,675.02
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1100000	3411700	Licensing Revenue Mr25	AN0000003126	-2,255.00
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1100000	3411700	Licensing Revenue AP25	AN0000003143	-2,496.00
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Shelter Care Mr25	AN0000003126	5,891.20

City of Palm Desert  
**Check Register**  
 6/19/2025 - 6/19/2025

Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Field Services ACO Mr25	AN0000003126	23,899.20
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Field Services ACO/OT Mr25	AN0000003126	4,770.22
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Licensing Admin Fee Mr25	AN0000003126	1,644.96
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Operations & Maintenance Mr25	AN0000003126	250.80
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Shelter Care AP25	AN0000003143	5,077.19
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Field Services ACO AP25	AN0000003143	23,899.20
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Field Services ACO/OT AP25	AN0000003143	2,751.36
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Licensing Admin Fee AP25	AN0000003143	1,704.56
W1	00004579	06/19/2025	COUNTY OF RIVERSIDE ANIMAL SERVICES	1104230	4309000	Operations & Maintenance AP25	AN0000003143	387.60
W1	00004580	06/19/2025	DECKARD TECHNOLOGIES INC	1104422	4309000	STR Monitoring MY25	2042	5,783.33
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104800	4388500	4TH QTR HVAC PM - ARTISTS CTR	261284	1,240.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	AP25 QTR HVAC PM - STATE BLDG	260308	2,274.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	AP25 QTR HVAC PM - CITY HALL	260308	3,893.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104340	4331000	4TH QTR HVAC PM - HS	261284	213.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104344	4331000	AP25 QTR HVAC PM - PORTOLA CC	260308	388.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104610	4331000	AP25 QTR HVAC PM - CC PARK	260308	264.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	AP25 QTR HVAC PM - HOVLEY PAR	260308	241.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	4TH QTR HVAC PM - FREEDOM PARK	261284	133.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	2304220	4331000	4TH QTR HVAC PM - FS #33	261284	1,814.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	2424549	4331101	4TH QTR HVAC PM - AQUATIC CTR	260308	391.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	5104195	4369500	AP25 QTR HVAC PM - SHERIFF CTR	260308	7,184.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	AP25 QTR HVAC PM - PARKVIEW	260308	3,071.00
W1	00004581	06/19/2025	DESERT AIR CONDITIONING INC.	5104195	4369800	4TH QTR HVAC PM - HENDERSON	261284	813.00
W1	00004582	06/19/2025	ECONOLITE CONTROL PRODUCTS INC	1104250	4332500	COBALT CONTROLLER - TRAFFIC	INV231729	2,072.00
W1	00004583	06/19/2025	FAMILY YMCA OF THE DESERT	2424549	4219000	AP25 AQUATIC CTR - SUPPLIES	042025	2,590.67
W1	00004583	06/19/2025	FAMILY YMCA OF THE DESERT	2424549	4309000	AP25 AQUATIC CTR-OTHER EXPENSE	042025	12,935.33
W1	00004583	06/19/2025	FAMILY YMCA OF THE DESERT	2424549	4309300	AP25 AQUATIC CTR-MANAGMENT FEE	042025	17,536.81

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W1	00004583	06/19/2025	FAMILY YMCA OF THE DESERT	2424549	4801100	AP25 AQUATIC CTR - FOOD/MERCH	042025	5,939.88
W1	00004583	06/19/2025	FAMILY YMCA OF THE DESERT	2424549	4802101	AP25 AQUATIC CTR-CONTRACTLABOR	042025	108,889.66
W1	00004584	06/19/2025	FEDERAL EXPRESS CORP.	1104150	4366000	5/19 State Controller's Audit	8-871-49759	14.00
W1	00004585	06/19/2025	FEHR & PEERS	1104470	4300500	Circulation Element Update MY2	185177	5,170.00
W1	00004586	06/19/2025	FG CREATIVE INC	1104430	4309000	JU25 BUSINESS OUTREACH SVC	10341	1,500.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Printing: Posters #25-70906	10345	338.19
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Radio & TV: PDAC May25 U92	10345	1,260.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Radio & TV: PDAC May25 100.5	10345	1,260.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Lamar: Jun25 for PDAC 11712171	10345	2,000.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Retainer: All fees Jun25	10345	1,800.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Public Relations Svs Jun25	10345	300.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	E-Newsletter:copywriting Jun25	10345	250.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Social Media Jun25	10345	1,000.00
W1	00004586	06/19/2025	FG CREATIVE INC	2424549	4309000	Facebook Campaign Jun25	10345	109.81
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Bandwango T-TR-1241 Jun25	10344	1,299.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Print/Magazine: PSL Jun25	10344	2,200.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	OL Digital Campaigns Jun25	10344	3,125.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Website hosting/maint Jun25	10344	250.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Print/Magazine: PSL Jun25	10344	250.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Print Ads: PSL Summer Jun25	10344	5,415.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Activations: Reimb FGC CC Jn25	10344	1,492.66
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Monthly Agency Fee - MY25	10343	3,350.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Print Ads/Graphic Design May25	10343	1,100.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Social Media Monthly Svd May25	10343	2,500.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Facebook Campaign May25	10343	500.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	PR/Influencers May25	10343	500.00
W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Merchant Relations May25	10343	1,250.00

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W1	00004586	06/19/2025	FG CREATIVE INC	2714491	4321500	Street Activations May25	10343	1,200.00
W1	00004587	06/19/2025	FULTON DISTRIBUTING	1104330	4219000	JANITORIAL SUPPLIES - CORPYARD	671468	650.34
W1	00004588	06/19/2025	HIGH TECH IRRIGATION INC.	4414195	4332000	R/M IRRIG SUPPLIES - DW	822843	69.16
W1	00004589	06/19/2025	HORIZON PROFESSIONAL LANDSCAPE	2874682	4332100	LMA7 EXTRA WORK - PETUNIA PL	6825	2,500.00
W1	00004590	06/19/2025	HR GREEN PACIFIC INC	1104423	4301150	Eng Svcs & Land Dev-MY25	188732	40,630.75
W1	00004590	06/19/2025	HR GREEN PACIFIC INC	1104423	4301150	Eng Svcs & Land Dev-MA25	186610	46,403.00
W1	00004590	06/19/2025	HR GREEN PACIFIC INC	1104423	4301150	Eng Svcs & Land Dev-AP25	187902	61,262.31
W1	00004591	06/19/2025	IDEA PEDDLER LLC	1104417	4309000	Social Media - JU25	2865	2,416.66
W1	00004591	06/19/2025	IDEA PEDDLER LLC	1104417	4309000	Strategy & Account Mana - JU25	2866	4,416.66
W1	00004591	06/19/2025	IDEA PEDDLER LLC	1104417	4309000	Media Management - JU25	2867	4,325.67
W1	00004592	06/19/2025	IMPRESSION DESIGN	1104300	4219000	EMPLOYEE HATS - PW	16936	1,704.41
W1	00004593	06/19/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	MY25 LMA 1 MONTHLY LANDS MAINT	113922	42,617.38
W1	00004593	06/19/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	LMA 1 XWORK - MONTEREY MAY25	114234	432.00
W1	00004594	06/19/2025	MERCHANTS BUILDING	2424549	4331101	EXTRA JANITORIAL SVC-PDAC 4/14	877966	450.00
W1	00004595	06/19/2025	OVERDRIVE INC	2524662	4362001	OVERDRIVE LIC FEE 7/24-6/25	H-0113904	25,000.00
W1	00004596	06/19/2025	PALM DESERT ACE HARDWARE	2304220	4219000	R/M BLDG SUPPLIES - FS #33	250809	17.39
W1	00004597	06/19/2025	PALM DESERT CHAMBER OF COMMERCE	1104430	4312500	PDCC VM Business Awards 6/24	76434	99.00
W1	00004598	06/19/2025	PARK CONSULTING GROUP INC.	1104190	4390000	MAR25 LMS Advisory & Impl Svcs	945	33,320.00
W1	00004598	06/19/2025	PARK CONSULTING GROUP INC.	1104190	4390000	APR25 LMS Advisory & Impl Svcs	958	33,320.00
W1	00004598	06/19/2025	PARK CONSULTING GROUP INC.	1104190	4390000	MAY25 LMS Advisory & Impl Svcs	1006	33,320.00
W1	00004599	06/19/2025	PATTON DOOR & GATE	5104195	4369500	R/M OVERHEAD DOORS SHERIFF CTR	100169	257.75
W1	00004600	06/19/2025	PETE'S ROAD SERVICE INC	1104331	4334000	R/M FLEET #141 OWNED -DOT/TIRE	25-0839818-00	869.26
W1	00004600	06/19/2025	PETE'S ROAD SERVICE INC	1104331	4334000	R/M FLEET #011 OWNED - TIRES	25-0840109-00	1,484.44
W1	00004600	06/19/2025	PETE'S ROAD SERVICE INC	1104331	4334000	R/M FLEET #011 OWNED -DOT INSP	25-0841040-00	95.00
W1	00004601	06/19/2025	PPG ARCHITECTURAL FINISHES	1104340	4219000	R/M BLDG PAINT - CITY HALL	972220006931	35.51
W1	00004601	06/19/2025	PPG ARCHITECTURAL FINISHES	1104330	4331000	R/M BLDG - CABINET PAINT	972220007114	60.51
W1	00004601	06/19/2025	PPG ARCHITECTURAL FINISHES	1104310	4391502	GRAFFITI REMOVAL TOOLS	972220006953	15.43

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W1	00004601	06/19/2025	PPG ARCHITECTURAL FINISHES	1104310	4391502	GRAFFITI RMVL SUPPLIES - TAPE	972220006547	54.79
W1	00004601	06/19/2025	PPG ARCHITECTURAL FINISHES	1104330	4331000	PAINT SUPPLIES - PAINT	972220006940	31.87
W1	00004602	06/19/2025	PRO-CRAFT CONSTRUCTION INC	1104611	4331000	R/M PLUMBING SRV - JOE MANN	24124-26	512.34
W1	00004603	06/19/2025	Q3 CONSULTING	1104159	4219100	N. PD CITY LIMIT IMPRVMT APR25	36491	1,010.00
W1	00004604	06/19/2025	SAME DAY EXPRESS	4364650	4337200	PUBLIC ART MAINTENANCE MAY25	060125	4,600.00
W1	00004605	06/19/2025	STAPLES BUSINESS ADVANTAGE	1104421	4211000	VERTMOUSE	6032750152	158.44
W1	00004605	06/19/2025	STAPLES BUSINESS ADVANTAGE	1104422	4211000	BATTERIES	6032750153	31.64
W1	00004605	06/19/2025	STAPLES BUSINESS ADVANTAGE	1104470	4211000	MARKERS/ORGANIZER/COUNTER PEN	6032750153	23.65
W1	00004605	06/19/2025	STAPLES BUSINESS ADVANTAGE	1104470	4211000	VARIOUS SUPPLIES	6032750154	469.58
W1	00004606	06/19/2025	THE ALTUM GROUP	1104159	4219100	Cook&Gerald Ford Flood Control	10218	2,464.00
W1	00004607	06/19/2025	TOWNSEND PUBLIC AFFAIRS INC	1104159	4309000	APR25 Grant Writing & Advocacy	23250	9,000.00
W1	00004607	06/19/2025	TOWNSEND PUBLIC AFFAIRS INC	1104159	4309000	JUN25 Grant Writing & Advocacy	23558	9,000.00
W1	00004608	06/19/2025	UNITY COURIER SERVICE	2524662	4309000	MAY Courier Service Svcs	26682	410.30
W1	00004608	06/19/2025	UNITY COURIER SERVICE	2524662	4309000	JN Courier Service Svcs	27325	377.76
W1	00004609	06/19/2025	VECTORUSA	2524662	4309000	Camera Installation at Library	104173	9,221.80
W1	00004609	06/19/2025	VECTORUSA	2524662	4309000	Camera Installation at Library	104173	59.85
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104110	4365000	City Council Cells/ IPADS	6114253107	165.44
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104111	4365000	City Council Mifi 4/29-5/28	6114651984	38.01
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104111	4365000	City Clerk Cells/IPADS	6114253107	224.39
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104130	4365000	City Manager Cells/ IPADS	6114253107	266.86
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104134	4365000	CIP Cells/IPADS	6114253107	403.29
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104150	4365000	Finance Cells/ IPADS	6114253107	212.27
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104154	4365000	Human Resources Cells/ IPADS	6114253107	217.35
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104190	4365000	IT Mifi 4/29-5/28	6114651984	194.05
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104190	4365000	IT Phones	6114253107	82.72
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104211	4306001	COPS Cells/ IPADS	6114253107	459.74
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104250	4365000	Traffic Cells/ IPADS	6114253107	305.48

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W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104300	4365000	Public Works Mifi 4/29-5/28	6114651984	38.01
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104300	4365000	Public Works Cells/ IPADS	6114253107	489.86
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104310	4365000	CorpYard Mifi 4/29-5/28	6114651984	38.01
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104310	4365000	CorpYard/Streets Cells/ IPADS	6114253107	941.84
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104340	4365000	Facilities Cells/ IPADS	6114253107	165.44
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104420	4365000	Building & Safety Mifi 4/29	6114651984	41.36
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104420	4365000	Building & Safety Cells/ IPA	6114253107	553.29
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104421	4365000	Permit Center Cells/ IPADS	6114253107	41.36
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104422	4365000	Code Cells/ IPADS	6114253107	289.52
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104423	4365000	Engineering Cells	6114253107	82.72
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104430	4365000	Economic Dev Cells/ IPADS	6114253107	206.80
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104470	4365000	Planning Cells/IPADS	6114253107	76.02
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104614	4365000	Landscaping services Mifi 4/29	6114651984	76.02
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	1104614	4365000	Landscaping Services Cells/ IP	6114253107	514.67
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	2524662	4365000	Library 4/29-5/28	6114651984	38.01
W1	00004610	06/19/2025	VERIZON WIRELESS SERVICES LLC	2524662	4365000	Library	6114253107	226.80
W1	00004611	06/19/2025	VINTAGE ASSOCIATES	1104614	4337001	PARKS / LNDSCP REHAB SAN PABLO	236667	24,608.00
W1	00004612	06/19/2025	VISUAL EDGE IT INC	1104190	4342000	INK&TONER EHQ402232 3/07-6/06	24AR2719401	940.34
W1	00004612	06/19/2025	VISUAL EDGE IT INC	2524662	4342000	LIBR Xerox Usge&Supl 6/14-7/13	24AR2729140	784.55
W1	00004613	06/19/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5742321	1,210.39
W1	00004613	06/19/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5742866	864.56
W1	00004614	06/19/2025	WEX HEALTH INC	1104154	4309000	MAY25 COBRA - Monthly	0002168614-IN	111.00
W1	00004615	06/19/2025	WITTMAN ENTERPRISES LLC	2304220	4309000	MAY 2025 EMS BILLING SERVICES	25050547	20,856.00
W1	00004616	06/19/2025	ZARTICO INC	1100000	1430100	ZARTICO SOFTWARE #2 JA25-JU25	0001795	8,750.00
W1	00004616	06/19/2025	ZARTICO INC	1104190	4362001	ZARTICO SOFTWARE #2 JL25-DC25	0001795	8,750.00
W1	02006945	06/19/2025	4IMPRINT INC	1104211	4306001	Outreach merch for COPS	13840022	703.96
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104416	4306101	Concert in Park Digital Ads	1410786-1	5,000.00

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W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	Apr25 Concert Ads - 98.5	1438887-1	256.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concert Ads - 98.5	1438887-2	80.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concert Ads - 98.5	1438893-1	512.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concert Ads - 98.5	1438934-1	592.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	Apr25 Concerts Ads - 106.9	1438938-1	176.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concerts Ads - 106.9	1438938-2	1,904.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concerts Ads-Mix 100.5	1438940-1	760.00
W1	02006946	06/19/2025	ALPHA MEDIA LLC	1104417	4322200	May25 Concerts Ads - 107.3	1438942-1	760.00
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1100000	1150100	ICSC CLR ADV PRDM 5/17-20 MA	CLR ADV ICSC25	-301.00
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1104430	4311500	ICSC CONF MILE 5/17-20 MA	REMMaicsc25ML	18.20
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1104430	4312000	ICSC CONF Flight Change MA	MAicsc25FL	126.00
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1104430	4312000	ICSC CONF LDG 5/17-20 MA	REMMaicsc25LD	422.51
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1104430	4312000	ICSC CONF TRANSPRT 5/17-20 MA	REMMaicsc25TR	196.44
W1	02006947	06/19/2025	ALVAREZ, MARTIN	1104430	4312000	ICSC CONF PRDM MA	ICSC PRDM	301.00
W1	02006948	06/19/2025	AMERICAN RIGHT-OF-WAY INC	1104250	4332500	DIFFERENCE OF SALES TAX 1%	495	74.67
W1	02006948	06/19/2025	AMERICAN RIGHT-OF-WAY INC	1104250	4332500	R/M TRAFFIC GALV STEEL POLES	495	8,045.91
W1	02006949	06/19/2025	ANDERSON COMMUNICATION INC	1104310	4365000	MR25 RADIO REPEATER SERVICE	21047B	262.50
W1	02006949	06/19/2025	ANDERSON COMMUNICATION INC	1104310	4365000	MY25 RADIO REPEATER SERVICE	21176B	262.50
W1	02006950	06/19/2025	AT&T	1104210	4304200	GPS- T243580062	563281	900.00
W1	02006951	06/19/2025	BAKER, WALLACE V	1104422	4309000	MAY25 ADMIN HEARING REV	#61	348.00
W1	02006952	06/19/2025	BECK OIL INC	1104331	4217000	GAS AND DIESEL FUEL	168529	2,794.77
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR - 4/07 E VEGA	INV00483300	222.93
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR - 04/21 AHICK	INV00483311	200.63
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR-04/27 JBERMUDE	INV00483318	181.06
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR - 05/02 RR	INV00490500	156.59
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR - 05/25 AC	INV00490520	146.81
W1	02006953	06/19/2025	BOOT BARN HOLDINGS	1104300	4391500	SAFETY FOOTWEAR - 05/02 JR	INV00490501	250.00

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W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104420	4312000	WEBINAR 061225 (2) DO-JF	18777	170.00
W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104420	4363000	CALBO 2025-26 MEMBERSHIP	18777	340.00
W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104421	4312000	WEBINAR 061225 R. MCKEOWN	18777	85.00
W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104421	4312000	WEBINAR 062625 (3) MB-RM-MV	18777	255.00
W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104421	4312000	WEBINAR 061225 (2) MV-MB	18788	170.00
W1	02006954	06/19/2025	CALIFORNIA BUILDING	1104421	4312000	WEBINAR 061225 A. MARRON	18771	105.00
W1	02006955	06/19/2025	CALIFORNIA RESOURCE RECOVERY	2364195	4363000	CRRA Membership Dues AL	16755	200.00
W1	02006956	06/19/2025	CASH, PETTY	1104130	4309000	PDRFC Fingerprint fees	RCANNONE 5.9.25	87.00
W1	02006956	06/19/2025	CASH, PETTY	1104150	4312000	CSMFO Conf JB 03/26/25	JBOUNDS 4.03.25	25.00
W1	02006956	06/19/2025	CASH, PETTY	1104150	4312500	F&B Budget review Meeting 5.8	VCHAVEZ 5.08.25	67.90
W1	02006956	06/19/2025	CASH, PETTY	1104416	4306101	F&B Ice bags Putt Putt EP 5.29	TODD B 5.29.25	10.85
W1	02006956	06/19/2025	CASH, PETTY	4364650	4219000	Medals winners Art Essayy	DT 3/26/25	18.15
W1	02006956	06/19/2025	CASH, PETTY	4364650	4312500	F&B City Seal Meeting 6.04.25	E.P 6.04.25	17.35
W1	02006956	06/19/2025	CASH, PETTY	4364650	4366000	Postage CAC Agenda	EP 6.04.25	9.45
W1	02006957	06/19/2025	CASH, PETTY-	2520000	3799100	LIB PETTY CASH REIMB-CC REFUND	LIB REIMB 5/20	20.50
W1	02006957	06/19/2025	CASH, PETTY-	2524662	4211200	LIB PETTY CASH REIMB. SHIPPING	REIMB 4/5	19.00
W1	02006957	06/19/2025	CASH, PETTY-	2524662	4366000	LIB PETTY CASH REIMB. SHIPPING	SV REIMB 4.9	7.63
W1	02006957	06/19/2025	CASH, PETTY-	2524662	4366000	LIB PETTY CASH REIMB. SHIPPING	LIB REIMB 4.14	6.13
W1	02006957	06/19/2025	CASH, PETTY-	2524662	4366000	LIB PETTY CASH REIMB. SHIPPING	REIMB 5/20	5.82
W1	02006958	06/19/2025	CM WASH EQUIPMENT	1104330	4331000	R/M WATER CLARIFIER TUNE UP	33011	781.29
W1	02006958	06/19/2025	CM WASH EQUIPMENT	1104330	4331000	R/M WATER CLARIFIER HOSE	33029	651.51
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	1104610	4351000	248 RAC WELL RMT BY LAKE	332429853174MY25	3,489.31
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	1104610	4351000	1093 CIVIC CENTER PARK	315245847772MY25	5,003.24
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	1104611	4351000	1054 CITY PARKS	315181847708MY25	2,881.68
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	1055 ST MEDIANS "5"	315183847710MY25	5,969.01
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	1104614	4351000	10528 ENTRADA /ERIC JOHNSON	317287849814MY25	407.41
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2424549	4351000	1141 AQUATIC CENTER	512541849896MY25	782.57

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2764374	4351000	10560 HAYSTACK	330551849952MY25	6,590.21
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2764374	4351000	10561 HAYSTACK	330559849954MY25	1,732.31
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	(3) 1056 PRESIDENTS PLAZA	315185847712MY25	1,313.61
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2774373	4351000	(5) 1056 PRESIDENTS PLAZA	315185847712MY25	800.83
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2784374	4351000	(1) 1056 VINEYARDS	315185847712MY25	40.44
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2784374	4351000	(7) 1056 VINEYARDS	315185847712MY25	117.14
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2814374	4351000	(4) 1056 THE GROVE	315185847712MY25	599.15
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2824373	4351000	(2) 1056 PRESIDENTS PLAZA 3	315185847712MY25	120.89
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2824373	4351000	(8) 1056 PRESIDENTS PLAZA 3	315185847712MY25	70.34
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	2834374	4351000	(6) 1056 PORTOLA PLACE	315185847712MY25	40.44
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	5104195	4369601	(1) 1161 - 73710 FW	652499886934MY25	90.04
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	5104195	4369601	(3) 1161 - 73710 FW FP	652499886934MY25	86.99
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	5104195	4369602	(2) 1161 - 73720 FW	652499886934MY25	75.66
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	5104195	4369800	(4) 1161 - 72559 HWY 111	652499886934MY25	79.07
W1	02006959	06/19/2025	COACHELLA VALLEY WATER DIST.	5104195	4369800	(5) 1161 - 72559 HWY 111 FP	652499886934MY25	40.65
W1	02006960	06/19/2025	COPPINGER, ROSE A.	1104230	4388400	ANIMAL VAX-SAVANNAH	COPPINGER 06/25	25.00
W1	02006961	06/19/2025	CPS HR CONSULTING	1104470	4312000	LEADERSHIP TRAINING K. PEREZ	OE-0019740	385.00
W1	02006962	06/19/2025	DATA TICKET INC	1104422	4309000	Citation Processing MY25	180367	394.83
W1	02006963	06/19/2025	DEPARTMENT OF INDUSTRIAL	1104330	4364000	ELEVATOR INSPECTION - CORPYARD	S2174553SB	675.00
W1	02006964	06/19/2025	DEPARTMENT OF JUSTICE	1104210	4390400	APR25 BLOOD ALCOHOL ANALYSIS D	819082	140.00
W1	02006965	06/19/2025	DESERT COMMUNITY FOUNDATION	2524662	4309000	Library Fund Foundtn Deposit	06092025	50,000.00
W1	02006966	06/19/2025	DESERT DRAFTING AND DESIGN	1100000	2289955	OVERPAYMENT REFUND R59217	TIMP25-0005	25.00
W1	02006967	06/19/2025	DESERT KID COFFEE	1100000	2289955	OVERPAYMENT REFUND R59028	TIMP25-0031	5,929.46
W1	02006968	06/19/2025	DESERT NAPA AUTO PARTS	1104331	4334000	R/M FLEET #098 OWNED - BATTERY	142397	321.71
W1	02006968	06/19/2025	DESERT NAPA AUTO PARTS	1104331	4334000	CORE BATTERY - CREDIT	142449	-22.50
W1	02006969	06/19/2025	FIESTA FORD	1104331	4334000	R/M FLEET #090 LEASED -BATTERY	688151	262.88
W1	02006969	06/19/2025	FIESTA FORD	1104331	4334000	R/M FLEET #007 OWNED -TIRES	688174	1,228.49

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W1	02006969	06/19/2025	FIESTA FORD	1104331	4334000	R/M FLEET #046 OWNED - OIL	688159	89.20
W1	02006969	06/19/2025	FIESTA FORD	1104331	4334000	R/M FLEET #094 LEASE	687138	286.41
W1	02006969	06/19/2025	FIESTA FORD	1104331	4334000	R/M FLEET #084 LEASE	685829	959.17
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4311500	IMSA TRAIN MILE 05/18-20/25 MG	0525MG-MILEAGE	15.96
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4312000	IMSA TRAING LDG 05/18-20/25 MG	51825MG-LODGING	336.90
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4312000	IMSA TRAIN PRDM 05/18-20/25 MG	51825MG-PRDM	215.00
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4312000	IMSA TRAING AIR 05/18-20/25 MG	51825MG-AIRFARE	328.96
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4312000	IMSA TRAIN TRNSP05/18-20/25 MG	51825MG-TRANSP	147.67
W1	02006970	06/19/2025	GARCIA, MARIO	1104250	4312000	IMSA TRAIN FUEL 05/18-20/25 MG	51825MG-FUEL	26.58
W1	02006971	06/19/2025	GLS US	1104111	4366000	Postage- AmLand/AmAsph/Matich	5509315	16.05
W1	02006972	06/19/2025	HOLISTIC SYSTEM INTEGRATION	1104421	4309000	Principal Consultant MY25	INV-000136	16,000.00
W1	02006973	06/19/2025	HORIZON LIGHTING INC.	1104610	4331000	R/M ELECT/LIGHT - CC PARK	INV17714	1,416.35
W1	02006974	06/19/2025	IFORM MEDIA	4364650	4309200	Vinyl Replace Butterfly Bench	18163	462.99
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	40996 WASH ST TRF SIGNAL	50524526-MY25	120.35
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/SHOPPER	50087402-MY25	45.52
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MIRIAM	50087411-MY25	45.16
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	72800 DINAH SHORE DRIVE	50087423-MY25	75.87
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MONTERREY	50087432-MY25	95.21
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MONTEREY	50087443-MY25	46.40
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	DINAH SHORE DR/MIRIAM	50087452-MY25	81.91
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	37998 GERALD FORD DR	50514026-MY25	45.52
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	37996 GERALD FORD DR SIGNAL LT	50514028-MY25	74.63
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75396 FRANK SINATRA DR	50540835-MY25	48.17
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75394 FRANK SINATRA DR ST LIGH	50540839-MY25	35.21
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	75398 FRANK SINATRA DR	50540840-MY25	57.58
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104250	4351400	33108 MONT SAFETY LT	50887764-MY25	94.51
W1	02006975	06/19/2025	IMPERIAL IRRIGATION DISTRICT	1104614	4351400	34249 MONTEREY AVE	50488446-MY25	24.92

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W1	02006976	06/19/2025	INTERNATIONAL CODE COUNCIL	1104421	4312000	PLANS EXAM TRAINING R. MCKEOWN	1002089584	69.00
W1	02006976	06/19/2025	INTERNATIONAL CODE COUNCIL	1104421	4312000	PERMIT CENTER TRAINING BOOKS	1002089584	852.46
W1	02006976	06/19/2025	INTERNATIONAL CODE COUNCIL	1104421	4312000	PERMIT TECH INSTITUTE	1002088282	608.00
W1	02006977	06/19/2025	JASON PHELPS	1104420	4312000	TYPE 1 HOOD CLASS 6 STAFF 6/25	343	1,170.00
W1	02006978	06/19/2025	JAYNE STRELECKI	1104230	4388400	ANIMAL VAX-ROSIE	STRELECKI 0525	25.00
W1	02006978	06/19/2025	JAYNE STRELECKI	1104230	4388400	ANIMAL VAX-TIMOTHY	STRELECKI 0525	25.00
W1	02006979	06/19/2025	JOHN KALISKI ARCHITECTS INC	1104470	4300500	Downtown & Hillside ODS MY25	7043	6,513.07
W1	02006980	06/19/2025	KATHLEEN KELLY	1100000	3799100	OVERPAYMENT OF PERMIT R59063	2018-006625	5.00
W1	02006981	06/19/2025	KEYSER MARSTON ASSOCIATES INC	8730000	2399100	MAY25 PALM COMMUNITIES SVC	0039788	2,430.00
W1	02006982	06/19/2025	KNORR SYSTEMS INC	2424549	4331101	EXTRA WORK PUMPS- PDAC	271468	1,307.72
W1	02006982	06/19/2025	KNORR SYSTEMS INC	2424549	4331101	MY25 MONTHLY PREV MAINT PDAC	271490	2,970.00
W1	02006983	06/19/2025	LENNAR HOMES OF CALIFORNIA LLC	6100000	2283900	RELEASE PM 10 BOND R48259	PG21-0022	35,700.00
W1	02006984	06/19/2025	LOPEZ , CESAR	1104423	4312000	PE EXAM REIMB C. LOPEZ	REIM CL0625	400.00
W1	02006985	06/19/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	R/M CONCRETE SUPPLIES	970406-053025	20.60
W1	02006985	06/19/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	SMALL TOOLS - NAIL GUN	970393-053025	242.76
W1	02006985	06/19/2025	LOWE'S HOME CENTERS INC.	1104330	4331000	R/M BLDG SUPPLIES - COUNTERTOP	977962-060225	372.43
W1	02006985	06/19/2025	LOWE'S HOME CENTERS INC.	1104330	4331000	R/M BLDG - SINK AND CABINET	970400-053025	483.50
W1	02006985	06/19/2025	LOWE'S HOME CENTERS INC.	1104310	4219000	SHOP SUPPLIES - SAW BLADES	977966-060225	223.09
W1	02006986	06/19/2025	LSL CPAs	1104151	4302000	2025 Govt. Audit Interim	68884	29,089.00
W1	02006986	06/19/2025	LSL CPAs	1104151	4302000	2025 Appropriations Limit AUP	68884	547.00
W1	02006987	06/19/2025	MAXWELL SECURITY SERVICES	1104340	4309000	JU25 AFTER HOURS ALARM RESP	2506181	400.00
W1	02006988	06/19/2025	MELANIE SLATER	1104300	4312500	NATIONAL PW WEEK F&B - MS	0525MS-PW WEEK	25.68
W1	02006988	06/19/2025	MELANIE SLATER	1104300	4312500	NATIONAL PW WEEK F&B - MS	0525MS-PW WEEK	42.60
W1	02006989	06/19/2025	MMASC	1104430	4363000	MMASC Renewal VM	12915	125.00
W1	02006990	06/19/2025	MOWERS PLUS INC	1104331	4334000	R/M SMALL EQUIPMENT -GENERATOR	327948	293.25
W1	02006990	06/19/2025	MOWERS PLUS INC	1104331	4334000	R/M SMALL EQUIPMENT -GENERATOR	327947	283.87
W1	02006991	06/19/2025	MUNICIPAL MEDIA CORPORATION	1100000	1430100	Recycle Coach Renewal FY2526	7836	4,870.00

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W1	02006991	06/19/2025	MUNICIPAL MEDIA CORPORATION	1104190	4362001	Recycle Coach Renewal FY2425	7836	3,480.00
W1	02006992	06/19/2025	MUSCO SPORTS LIGHTING LLC	1104611	4332501	R/M LIGHTING - HOVLEY	440027	8,914.32
W1	02006993	06/19/2025	NOSHIR DAVID PESTONJEE	1100000	3188330	MR25 TOT OP STR2023-0379	DPESTONJEE REF	16.15
W1	02006993	06/19/2025	NOSHIR DAVID PESTONJEE	6100000	2286500	MAR25 TBID OP D.PESTONJEE	DPESTONJEE REF	1.47
W1	02006994	06/19/2025	OZZIE'S INTERNATIONAL	1104331	4334000	R/M FLEET #079 OWNED -RTR/BELT	38494	1,378.80
W1	02006995	06/19/2025	PARKHOUSE TIRE INC.	1104331	4334000	R/M FLEET #141 OWNED - TIRES	2030248628	371.29
W1	02006996	06/19/2025	PASCO DOORS	5104195	4369602	R/M DOORS - STATE BLDG	102692	1,059.00
W1	02006997	06/19/2025	PATCHPANEL	1100000	2070200	Uniform PatchesRSO- SALES TAX	QUOTE 14794	-34.56
W1	02006997	06/19/2025	PATCHPANEL	1104210	4304200	Uniform Patches RSO	QUOTE 14794	395.00
W1	02006997	06/19/2025	PATCHPANEL	1104210	4304200	Uniform Patches RSO- SALES TAX	QUOTE 14794	34.56
W1	02006998	06/19/2025	PBK ARCHITECTS INC	2304220	4400200	FS33 Architectual Svcs May25	9	62,000.00
W1	02006998	06/19/2025	PBK ARCHITECTS INC	2304220	4400200	FS71 Architectual Svcs May25	9	62,000.00
W1	02006998	06/19/2025	PBK ARCHITECTS INC	2354270	4400100	FS 102 PROF SVCS MAY25	20	4,400.00
W1	02006999	06/19/2025	PDLQ YOUTH FOOTBALL INC	1104800	4388000	OA PDLQ FOOTBALL FY24/25	FY24/25 OA PYMT	2,500.00
W1	02007000	06/19/2025	PEAC SOLUTIONS	1104190	4342000	5/29-6/28 XEROX LEASE MULTIPLE	40585541	2,877.88
W1	02007001	06/19/2025	PIONEER RESEARCH	1104310	4332000	R/M ASPHALT MATERIALS	266571	1,202.31
W1	02007002	06/19/2025	BARCODES ACQUISITIONS INC	1104190	4212000	Zebra Printer - Spare Parts	INV7489576	606.99
W1	02007003	06/19/2025	PLATEFORME WORKLEAP INC	1100000	1430100	ShareGate Migrate Pro FY25/26	159528	9,162.08
W1	02007003	06/19/2025	PLATEFORME WORKLEAP INC	1104190	4362001	ShareGate Migrate Pro FY24/25	159528	832.92
W1	02007004	06/19/2025	PLAZA TOWING	1104210	4304200	Sheriff Towing-T250690046	25-0310-36517	240.00
W1	02007004	06/19/2025	PLAZA TOWING	1104210	4304200	SHERIFF TOWING- T250600004	25-0301-36402	240.00
W1	02007004	06/19/2025	PLAZA TOWING	1104210	4304200	SHERIFF TOWING- T250970092	25-0409-37069	240.00
W1	02007005	06/19/2025	PORTOLA PALMS HOMEOWNERS	8734195	4337000	JUNE25 HOA FEES PPMHP 73	JU25 1992815	300.00
W1	02007006	06/19/2025	PORTOLA PALMS HOMEOWNERS	8734195	4337000	JUNE25 HOA FEES PPMHP 129	JU25 1922585	300.00
W1	02007007	06/19/2025	PORTOLA PALMS HOMEOWNERS	8730000	1430100	JUL25 HOA FEES PPMHP 73	JUL25 1922815	300.00
W1	02007008	06/19/2025	PORTOLA PALMS HOMEOWNERS	8730000	1430100	JUL25HOA FEES PPMHP 129	JUL25 1922585	300.00
W1	02007009	06/19/2025	PVP COMMUNICATIONS INC.	1104210	4334000	24/25 COMMUNICATION GEAR RSO M	136271	2,355.42

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W1	02007009	06/19/2025	PVP COMMUNICATIONS INC.	1104210	4334000	INVOICE 136294- FREIGHT CHARGE	136294-1	40.00
W1	02007009	06/19/2025	PVP COMMUNICATIONS INC.	1104210	4334000	INVOICE 136294- SALES TAX BAL	136294-1	0.01
W1	02007010	06/19/2025	QUADIENT LEASING USA INC	1100000	1430100	7/1/25-9/19/25 Quadient Lease	Q1864538	1,052.26
W1	02007010	06/19/2025	QUADIENT LEASING USA INC	1104159	4342000	6/20/25-9/19/25 Quadient Lease	Q1864538	128.33
W1	02007011	06/19/2025	QUINN COMPANY	1104330	4331000	PM GENERATOR SVCS - CY #374	WOG00022862	1,626.92
W1	02007011	06/19/2025	QUINN COMPANY	1104330	4331000	PM GENERATOR SVCS - CY #375	WOG00022863	1,504.61
W1	02007011	06/19/2025	QUINN COMPANY	1104340	4331000	PM 2 GENERATOR SRV - CITY HALL	WOG00022909	2,047.45
W1	02007011	06/19/2025	QUINN COMPANY	1104340	4331000	PM 2 GENERATOR SRV - JOSLYN	WOG00022911	1,331.29
W1	02007011	06/19/2025	QUINN COMPANY	2304220	4331000	PM 2 GENERATOR SRV - FS #71	WOG00022910	1,268.27
W1	02007011	06/19/2025	QUINN COMPANY	2304220	4331000	PM 2 GENERATOR SRV - FS #67	WOG00022913	1,183.08
W1	02007012	06/19/2025	RANDOLPH BEN CLYMER JR	6100000	2283900	RELEASE PM 10 BOND R51705	PG21-0010	2,420.00
W1	02007013	06/19/2025	RESORT RENTALS	1100000	3799999	NV24 RESORT RENTAL TBID 017539	RESORTRENTALREF	24.05
W1	02007014	06/19/2025	SHASTA FIRE PROTECTION	1104340	4331000	FIRE SPRINKLER INSP -CITY HALL	9305	1,600.00
W1	02007015	06/19/2025	SIMPLOT PARTNERS	1104310	4332000	R/M STREET SUPPLIES - PVC	208165729	24.70
W1	02007016	06/19/2025	SITEONE LANDSCAPE SUPPLY LLC	1104610	4337100	SALES TAX - INV149858366-001	149859366-001TAX	27.75
W1	02007017	06/19/2025	SKYLINE SAFETY AND SUPPLY	1104422	4391500	HYDRATION PACKETS	9402	223.00
W1	02007018	06/19/2025	SOS SURVIVAL PRODUCTS INC	1104211	4219100	EMERGENCY PREPAREDNESS TOOLS	QOUTE R9-023179	356.28
W1	02007019	06/19/2025	SOUTH COAST AQMD	1104330	4364000	FY24/25 AQMD EMISSIONS FEE -CY	4527243	167.47
W1	02007019	06/19/2025	SOUTH COAST AQMD	1104330	4364000	LATE FEE - CORPYARD	4527243	8.37
W1	02007020	06/19/2025	SOUTH COAST AQMD	1104330	4364000	FY24/25 AQMD EMISSIONS FEE	4528167	167.47
W1	02007020	06/19/2025	SOUTH COAST AQMD	1104330	4364000	LATE FEE - CORPYARD	4528167	8.37
W1	02007021	06/19/2025	SOUTH COAST AQMD	2304220	4331000	FY24/25 AQMD EMISSIONS FEE	4530061	167.47
W1	02007021	06/19/2025	SOUTH COAST AQMD	2304220	4331000	LATE FEE - FS #67	4530061	8.37
W1	02007022	06/19/2025	SOUTH COAST AQMD	1104340	4331000	FY24/25 AQMD EMISSIONS FEE -	4539307	167.47
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	STREET LITES LS-3	600001510277MY25	200.73
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104250	4351400	TRAFFIC SIGNALS TC-1	600001002544MA25	9,400.13
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104330	4351400	74705 42ND PED	700117253442MY25	2,730.84

## City of Palm Desert

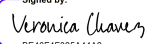
**Check Register**


6/19/2025 - 6/19/2025

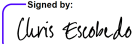
Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104610	4351400	CC PARK - SAN PABLO	700167703344JU25	6,586.25
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104611	4351400	35981 1/2 - 7600 1/2 COLLEGE	700871754303MY25	103.16
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	STREET POWER PEDESTALS	700019019320JU25	1,403.64
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	2424549	4351400	73751 MAGNESIA FALLS DR POOL	700019219986JU25	4,786.25
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	5104195	4351400	(1) 73710 / 73720 FW STE	700485107855MY25	6,395.80
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369601	(2) 73710 FW DR DR2 / HM1	700485107855MY25	295.34
W1	02007023	06/19/2025	SOUTHERN CALIFORNIA EDISON	5104195	4369602	(3) 73720 FW DR HM	700485107855MY25	411.55
W1	02007024	06/19/2025	SUNLINE TRANSIT AGENCY	1104310	4332000	MY25 BUS SHELTER MAINTENANCE	INV08882	7,853.40
W1	02007024	06/19/2025	SUNLINE TRANSIT AGENCY	1104310	4332000	AP25 BUS SHELTER MAINTENANCE	INV08822	7,853.40
W1	02007025	06/19/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs & Land Dev-APRIL25	2025-550	4,455.00
W1	02007026	06/19/2025	UNIFIRST CORPORATION	1104310	4214000	INDUSTRIAL UNIFORM RENTAL	2200265724	188.22
W1	02007026	06/19/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM EMBLEMS	6200004386	179.44
W1	02007026	06/19/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM EMBLEMS	6200004388	101.14
W1	02007026	06/19/2025	UNIFIRST CORPORATION	1104310	4214000	UNIFORM EMBLEMS	6200004387	97.88
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104610	4332001	MISC TREE WORK-CC PARK 4/16-30	228588	2,925.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104610	4332001	MISC TREE WORK -CC PARK 5/1-15	229118	975.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104610	4332001	MISC TREE WORK-CC PARK 5/15-20	1-11144	680.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104610	4337100	MISC TREE WORK-CC BALLFIELDS	229118	975.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104611	4332001	MISC TREE WORK - WASH/MAGFALLS	228588	1,515.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104611	4332001	MISC TREE WORK - IRONWOOD	229118	4,175.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	2754684	4309500	MISC TREE WORK -SONATA 4/16-30	228592	600.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	4414195	4332000	MISC TREE WORK - DW PERIMETER	229118	2,925.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104610	4337100	PALM PRUNING-TRI-CITIES 5/1-15	229122	4,895.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	1104614	4337001	HARDWOOD PRUNING-MEDIANS 4/16-	228589-A	4,200.00
W1	02007027	06/19/2025	WEST COAST ARBORISTS INC	4414195	4332000	HARDWOOD PRUNING - DW 4/21-23	229150	560.00
W1	02007028	06/19/2025	WEST COAST SELF	6100000	2283900	RELEASE PM 10 BOND R55358	PG23-0025	4,220.00
W1	02007029	06/19/2025	WNRA PALM DESERT 103 LP	6100000	2283900	RELEASE PM 10 BOND R52784	RG22-0009	13,640.00

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02007030	06/19/2025	XPRESS GRAPHICS	2524662	4361000	LIB CARD APPLICATIONS	25-70759	486.21

Audited and Found Correct  
Signed by:  
  
BE40F4F325A4A2...  
\_\_\_\_\_  
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**  
  
**1,267,856.39**



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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004617	06/26/2025	AETNA RESOURCES FOR LIVING	1104154	4309000	5/14 Training Workshop	E0346769	800.00
W1	00004618	06/26/2025	AIR EXCHANGE INC	2304220	4331000	R/M PLYMOVENT EXHAUST SYS FS33	91614650	1,237.91
W1	00004618	06/26/2025	AIR EXCHANGE INC	2304220	4331000	R/M PLYMOVENT EXHAUST SYS FS33	91614650	2,680.04
W1	00004619	06/26/2025	ALLEY, JEFFREY LYNN	1104211	4306001	COPS DONUTS- MEETING 6/10	COPS 6.10 JA	31.87
W1	00004620	06/26/2025	ALLIANT INSURANCE SERVICES INC	1100000	1430100	7/04/2025 Event Ins 2025 25/26	3133155	1,540.00
W1	00004620	06/26/2025	ALLIANT INSURANCE SERVICES INC	1100000	1430100	7/04/2025 Event Ins 2025 25/26	3134799	9.50
W1	00004620	06/26/2025	ALLIANT INSURANCE SERVICES INC	1104416	4306101	7/04/2025 Event Ins 2025 24/25	3133155	1,540.00
W1	00004620	06/26/2025	ALLIANT INSURANCE SERVICES INC	1104416	4306101	7/04/2025 Event Ins 2025 24/25	3134799	9.50
W1	00004621	06/26/2025	ALTA PLANNING + DESIGN INC	2134300	5000910	AP-MY25 PDVISION ZERO STRATEGY	3040002023267-17	19,097.46
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	1104211	4306001	COPS outreach material	1PKY-PV3L-CPTQ	99.56
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	1104211	4306001	COPS Patrol supplies	1YLJ-311R-CYXD	147.84
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	MAY PROGRAMMING SUPPLIES	1PRT-76Q1-HJW1	878.31
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	MAY 2025 PROGRAMMING SUPPLIES	191N-GNYJ-HK4W	114.15
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	2524662	4390000	MAY 2025 SPECIAL PROGRAMMING	1MWH-DKFJ-37D7	42.47
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	1104110	4211000	Dsktp. Whiteboard, index tabs	134P-1NWP-RXYN	28.74
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	1104111	4211000	Ofc. Supp., tape, tabs, etc.	1VQR-LDHV-XGYP	44.28
W1	00004622	06/26/2025	AMAZON CAPITAL SERVICES INC.	1104190	4212000	reMarkable Tablet	1Q6X-TJVT-7J1R	618.78
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 CODE LGL	1028300	2,656.05
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 PUBLIC BIDDING LGL	1028300	10,323.00
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 MOBILEHOME PARKS LGL	1028300	1,073.00
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 PUBLIC RECORDS (PRA) L	1028300	9,359.40
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 SHORT TERM RENTALS LGL	1028300	1,420.00
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 HOUSING LAW LGL	1028300	11,446.80
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 EXT OF UTILITIES LGL	1028300	370.00
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 VILLASPD WRIT LGL	1028300	11,818.70
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104121	4301500	APRIL25 SPECIALTY LGL	1028300	14,579.79
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	1104159	4309300	APRIL25 WESTFIELD LGL	1028300	1,964.70

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W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	2424549	4309000	APRIL25 FAMILY YMCA LGL	1028300	266.40
W1	00004623	06/26/2025	BEST BEST & KRIEGER LLP	5104195	4369601	APRIL25 PV LGL	1028300	1,740.90
W1	00004624	06/26/2025	BMW MOTORCYCLE OF RIVERSIDE	1104210	4334000	24/25 POLICE MTRCYCLE REP/MAIN	6038362	379.20
W1	00004624	06/26/2025	BMW MOTORCYCLE OF RIVERSIDE	1104210	4334000	24/25 POLICE MTRCYCLE REP/MAIN	6038644	2,370.29
W1	00004624	06/26/2025	BMW MOTORCYCLE OF RIVERSIDE	1104210	4334000	24/25 POLICE MTRCYCLE REP/MAIN	6038979	1,599.33
W1	00004625	06/26/2025	BRIAN K. STEMMER CONSTRUCTION	1104330	4331000	R/M BLDG BLINDS - CORPYARD	9720	1,165.00
W1	00004626	06/26/2025	CDW LLC	1104190	4212000	Off Supplies - Logitech Mouse	AE5TP8Z	320.92
W1	00004626	06/26/2025	CDW LLC	1104190	4212000	Tripp Surge Outlet 6ft	AE5TP4Q	205.97
W1	00004626	06/26/2025	CDW LLC	1104190	4212000	Logitech Speaker	AE6NA7V	136.50
W1	00004626	06/26/2025	CDW LLC	1104190	4212000	HP 206A Toner	AE4GG4X	395.54
W1	00004626	06/26/2025	CDW LLC	1104190	4404000	LG 24in Monitors	AE5TP8Z	1,368.92
W1	00004626	06/26/2025	CDW LLC	1104190	4404000	Microsoft Surface Pro	AE6QE6K	2,632.93
W1	00004626	06/26/2025	CDW LLC	1104190	4404000	Samsung 4K TV	AE3D21V	522.55
W1	00004626	06/26/2025	CDW LLC	1104190	4212000	Logitech Ergonomic Mouse	AE38F9F	80.46
W1	00004627	06/26/2025	CM WASH EQUIPMENT	1104330	4331000	R/M WATER CLARIFIER TUNE UP	32931	2,408.99
W1	00004627	06/26/2025	CM WASH EQUIPMENT	5304310	4403000	2 PRESSURE WASHERS - CORPYARD	32737	13,326.33
W1	00004628	06/26/2025	CORNERSTONE RESTAURANT SUPPLY &	2424549	4400100	FROZEN DRINK MACHINE - PDAC	INV009246	3,443.53
W1	00004628	06/26/2025	CORNERSTONE RESTAURANT SUPPLY &	2424549	4400100	CONVECTION OVEN - PDAC	INV009246	19,258.61
W1	00004628	06/26/2025	CORNERSTONE RESTAURANT SUPPLY &	2424549	4400100	EST ADDITIONAL 1% SALES TAX	INV009246	207.92
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4304000	RSO LAW ENFORCE ADJ 7/24-4/25	SH0000048165	723,992.85
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309203	RSO DEDICATED-TEAM ADJ RATE	SH0000048165	253,121.60
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309204	RSO O/T ADJ RATE 7/24-4/25	SH0000048165	13,369.40
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4304000	4/3-4/30 Law Enforcement SVS	SH0000048337	1,054,967.73
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309203	4/3-4/30 RSO Law Enforcement	SH0000048337	623,122.77
W1	00004629	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4309204	4/3/-4/30 RSO Law Enforcement	SH0000048337	40,314.31
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104361	4400100	R/M HVAC SRVS - YMCA	261371	192.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	1104330	4331000	R/M HVRC SRVS - CORPYARD	259357	372.58

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	1104330	4331000	R/M HVAC SRVS - CORPYARD	260368	216.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	1104330	4331000	R/M HVAC SRVS - CORPYARD	260498	2,331.64
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	1104611	4331000	R/M HVAC SRVS - HOVLEY SOCCER	258122	541.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	2304220	4331000	R/M HVAC SRVS - FS #33	260379	243.61
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	R/M HVAC SRVS - PARKVIEW	259910	1,043.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	R/M HVAC SRVS - PARKVIEW	260520	135.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	R/M HVAC SRVS - PARKVIEW	260230	216.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369601	R/M HVAC SRVS - PARKVIEW	261303	216.00
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	R/M HVAC SRVS - STATE BLDG	260419	540.33
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369602	R/M HVAC SRVS - STATE BLDG	260105	1,050.39
W1	00004630	06/26/2025	DESERT AIR CONDITIONING INC.	5104195	4369800	R/M HVAC SRVS - HENDERSON	261214	1,527.00
W1	00004631	06/26/2025	DESERT FIRE EXTINGUISHER	4254430	4395000	R/M FIRE SYSTEM - IHUB	12493212	465.41
W1	00004632	06/26/2025	FULTON DISTRIBUTING	1104611	4219000	TRASHCAN LINERS - PARKS	669992	1,915.71
W1	00004632	06/26/2025	FULTON DISTRIBUTING	1104611	4219000	PARK FURN SUPPLIES - LMA 16	672138	155.60
W1	00004633	06/26/2025	HERMANN DESIGN GROUP INC	4414195	4809200	DESIGN SVCS - MTN VIEW AP25	22053-003	1,657.50
W1	00004633	06/26/2025	HERMANN DESIGN GROUP INC	4414195	4809200	DESIGN SVCS - MTN VIEW FB25	25031901	11,667.50
W1	00004633	06/26/2025	HERMANN DESIGN GROUP INC	4414195	4809200	DESIGN SVCS - MTN VIEW AP25 -2	22053.04-002	402.50
W1	00004633	06/26/2025	HERMANN DESIGN GROUP INC	4414195	4809200	DESIGN SVCS - MTN VIEW AP25-2	22053.05-002	97.50
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104610	4219000	FLY TRAPS - CC DOG PARK	833458	61.04
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104611	4219000	R/M IRRIG SUPPLIES - HOVLEY	833294	400.52
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104611	4219000	FLY TRAPS - VARIOUS DOG PARKS	833050	244.17
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104614	4219000	R/M IRRIG SUPPLIES - MEDIANS	826177	1,044.54
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104614	4219000	SMALL TOOLS - MEDIANS	832650	111.15
W1	00004634	06/26/2025	HIGH TECH IRRIGATION INC.	1104614	4337001	FERTILIZER - UNIV MEDIANS	832444	123.45
W1	00004635	06/26/2025	HORIZON PROFESSIONAL LANDSCAPE	1104614	4337001	MY25 LMA 6 - DW PARKING LOT	6814	1,595.00
W1	00004635	06/26/2025	HORIZON PROFESSIONAL LANDSCAPE	4414195	4332000	MY25 LMA 6 - DW PERIMETER	6814	12,013.00
W1	00004636	06/26/2025	HR GREEN PACIFIC INC	2134370	4400100	Stormwater Drainage May25 Svcs	188586	108,179.53

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	00004637	06/26/2025	IDEA PEDDLER LLC	1104417	4309000	Public Relations - JU 25	2864	4,716.67
W1	00004638	06/26/2025	INTERWEST CONSULTING GROUP INC	1104470	4300500	PD UNSP UPDATE-MY25	1954972	3,850.00
W1	00004639	06/26/2025	KOA HILLS CONSULTING LLC	1104190	4309000	Data Conversion Service -MAY25	11259	1,500.00
W1	00004640	06/26/2025	LOZANO SMITH LLP	1104154	4309000	March 2025 Investigative Serv	2243816	5,925.00
W1	00004640	06/26/2025	LOZANO SMITH LLP	1104154	4309000	April 2025 Investigative Serv	2246214	9,361.50
W1	00004640	06/26/2025	LOZANO SMITH LLP	1104154	4309000	May 2025 Investigative Serv	2248619	1,115.88
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	NV24 LMA 1 XTRAWORK - MEDIANS	113572	1,628.80
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	LMA 1 XTRA LNDS WORK - HWY 111	114162	7,277.51
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	MY25 LMA 9 - MEDIANS	113901	24,745.40
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	MR25 LMA 9 XTRA WORK-MEDIANS	114160	3,908.32
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4392101	MY25 LMA 9 - ENTRADA DEL PASEO	113901	5,040.80
W1	00004641	06/26/2025	MARIPOSA LANDSCAPES INC	1104614	4337001	PALM TREE SKINNING-MEDIAN MY25	114235	65,520.00
W1	00004642	06/26/2025	MATRIX CONSULTING GROUP LTD	5304310	4403000	FLEET IMPLEMENTATION SERVICES	1559-24#4	6,128.53
W1	00004643	06/26/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT PD23-02	MWG2445	658.86
W1	00004643	06/26/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT PD20-02	MWG2428	358.11
W1	00004643	06/26/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT PD23-02	MWG2482	609.36
W1	00004643	06/26/2025	MOTOWORX GARAGE	1104210	4334000	RSO VEHICLE MAINT PD20-02	MWG2469	150.00
W1	00004644	06/26/2025	MUSCO SPORTS LIGHTING LLC	1104610	4337100	R/M LIGHTING TRI-CITIES FIELDS	439884	5,898.75
W1	00004645	06/26/2025	NOSSAMAN LLP	1104159	4309000	MY25 BOND ADVICE LGL	578079	119.00
W1	00004646	06/26/2025	OVERDRIVE INC	2524662	4211200	Library-EBook & Audiobook	16190C025186277	1,079.90
W1	00004647	06/26/2025	PAGEFREEZER SOFTWARE INC	1100000	1430100	PageFreezer Finn Svcs FY2526	INV-19106	5,974.14
W1	00004648	06/26/2025	PALM DESERT ACE HARDWARE	1104340	4219000	JANITORIAL SUPPLIES -CITY HALL	250874	10.43
W1	00004648	06/26/2025	PALM DESERT ACE HARDWARE	1104610	4219000	ELECT EXT CORDS - CC PARK	250918	110.90
W1	00004648	06/26/2025	PALM DESERT ACE HARDWARE	1104611	4219000	R/M IRRIG SUPPLIES -BUMP/GRIND	250926	16.30
W1	00004649	06/26/2025	PALM DESERT PACIFIC OWNER LLC	1100000	1430000	JL25 MALL COMMON AREA MAINT SV	CAM072025	7,230.18
W1	00004650	06/26/2025	PPG ARCHITECTURAL FINISHES	1104340	4219000	R/M BLDG PAINT - CITY HALL	972220007013	29.36
W1	00004651	06/26/2025	PRO-CRAFT CONSTRUCTION INC	1104611	4331000	R/M PLUMBING SRV - JOE MANN	24124-31	819.98

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W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - CITY HALL 4.25.25	6375666	725.00
W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - CITY HALL 4.4.25	6377998	1,925.00
W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - HISTORICAL SOCIETY	6526155	35.00
W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - HISTORICAL SOCIETY	6382892	391.68
W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - CITY HALL 5.1.25	6382981	200.00
W1	00004652	06/26/2025	PYE BAKER	1104340	4309000	R/M ALARM - CITY HALL 5.30.25	6528609	1,140.32
W1	00004652	06/26/2025	PYE BAKER	2424549	4331101	R/M ALARM - PDAC 5.6.25	6512353	200.00
W1	00004652	06/26/2025	PYE BAKER	5100000	1430100	ALARM STATE BLDG JUL-AUG25	6476634	160.00
W1	00004652	06/26/2025	PYE BAKER	5104195	4369602	R/M ALARM - STATE BLDG 4.21.25	6376087	243.75
W1	00004652	06/26/2025	PYE BAKER	5104195	4369602	ALARM STATE BLDG JUNE25	6476634	80.00
W1	00004652	06/26/2025	PYE BAKER	5104195	4369800	R/M ALARM - HENDERSON 5/1/25	6382893	422.53
W1	00004652	06/26/2025	PYE BAKER	5104195	4369800	R/M ALARM - HENDERSON 5.13.25	6515876	200.00
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	1104121	4301500	APR25 KEMPER LGL SVC	253292	285.68
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	1104121	4301500	APR25 CITY LGL SVC	253292	1,142.72
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	8714195	4301500	APR 25 HA LGL SVC	253290	1,162.29
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	APR25 Arc Village LGL SVC	253290	2,000.00
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	8730000	2399100	APR25 MILLENNIUM LGL SVC	253292	3,454.14
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	8734195	4301500	APR25 Arc Village LGL SVC	253290	1,377.22
W1	00004653	06/26/2025	RICHARDS WATSON & GERSHON INC	8734195	4301500	APR25 HAF LGL SVC	253290	745.62
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2300000	3122100	FIRE TAX CREDIT Q3	FPARC-PD 235632	-3,261,414.25
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE SAFETY STAFF COSTS Q3	FPARC-PD 235632	2,353,976.14
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE SUPPORT Q3	FPARC-PD 235632	910,313.25
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE ENG USE AGREE Q3	FPARC-PD 235632	27,187.50
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FIRE MISC COST Q3	FPARC-PD 235632	137,095.34
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FS#33 FIRE SAFETY STAFF COSTQ3	FPARC-PD 235633	684,510.49
W1	00004654	06/26/2025	RIVERSIDE COUNTY FIRE DEPT.	2304220	4304500	FS#33 FIRE SUPPORT SVS Q3	FPARC-PD 235633	120,527.00
W1	00004655	06/26/2025	SERVPRO	5104195	4337020	STATE BLDG - WRCB TENANT IMPRO	5276746	9,484.66

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W1	00004655	06/26/2025	SERVPRO	1104610	4332100	R/M SHADE STRUCTURE - CC PARK	5276934	2,000.00
W1	00004656	06/26/2025	SHUSTER ADVISORY GROUP LLC	1104159	4309000	ADVISORY FEES FOR MAY 2025	8597	2,083.33
W1	00004657	06/26/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	Office Supplies	6034644811	45.89
W1	00004657	06/26/2025	STAPLES BUSINESS ADVANTAGE	1104430	4211000	Office Supplies	6034644812	29.28
W1	00004657	06/26/2025	STAPLES BUSINESS ADVANTAGE	1104159	4211000	8.5X11 Copy Paper	6034648562	462.08
W1	00004657	06/26/2025	STAPLES BUSINESS ADVANTAGE	1104159	4211000	11X17 Copy Paper - Tabloid	6034648563	139.66
W1	00004658	06/26/2025	THE ALTUM GROUP	1104470	4300500	On-Call Planning Svcs - MY25	10243	1,001.50
W1	00004659	06/26/2025	UNITY COURIER SERVICE	2524662	4309000	JU25-Courier Service Svcs	27773	376.11
W1	00004660	06/26/2025	VERIZON WIRELESS SERVICES LLC	1104210	4304200	SMS RSO- T251230075	9022402027	75.00
W1	00004660	06/26/2025	VERIZON WIRELESS SERVICES LLC	1104210	4304200	SMS RSO-T251230075	9022401770	75.00
W1	00004660	06/26/2025	VERIZON WIRELESS SERVICES LLC	1104190	4212000	HP 206A Toner	AE4GG4X	395.54
W1	00004661	06/26/2025	VINTAGE ASSOCIATES	1104614	4337001	PARKS / LNDSCP REHAB - COOK ST	237291	127,153.28
W1	00004661	06/26/2025	VINTAGE ASSOCIATES	4004618	4400100	TO0015832 HOVLEY SOCCER IMPROV	237127	11,305.00
W1	00004661	06/26/2025	VINTAGE ASSOCIATES	1104610	4332001	LMA 17 EXTRA WORK - CC PARK	237254	1,812.11
W1	00004661	06/26/2025	VINTAGE ASSOCIATES	1104611	4332001	LMA 16 XTRA LNDS - PALMA/HOMM	237255	1,854.11
W1	00004662	06/26/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5744222	3,518.94
W1	00004662	06/26/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5744224	406.50
W1	00004662	06/26/2025	WATERLINE TECHNOLOGIES INC	2424549	4211100	CHEMICALS - AQUATIC CENTER	5743647	760.82
W1	00004663	06/26/2025	MODERN MISTING SYSTEMS INC	1104610	4332100	R/M MISTER SYSTEM - CC PARK	23944	418.02
W1	00004663	06/26/2025	MODERN MISTING SYSTEMS INC	1104611	4332501	R/M MISTER SYSTEM - PARKS	23944	727.01
W1	00004663	06/26/2025	MODERN MISTING SYSTEMS INC	1104611	4332501	R/M MISTER SYSTEM - FREEDOM	24137	6,772.99
W1	02007031	06/26/2025	4IMPRINT INC.	1104300	4219000	2025 OUTDOOR WORKER DAY ITEMS	29566854	1,449.85
W1	02007032	06/26/2025	ACT FOR MS	1104800	4388000	OA ACT for MS FY24/25 Pmt	FY24/25 OA PYMT	5,000.00
W1	02007033	06/26/2025	AETNA	2300000	3412400	EMS (7/22/22) RUN (22-447323)	2022105738	759.71
W1	02007034	06/26/2025	ALL AMERICAN ASPHALT	2130000	2060000	RTNT 24251535 / C47860	003-MAR2025-RTNT	-7,847.51
W1	02007034	06/26/2025	ALL AMERICAN ASPHALT	2130000	2060000	RTNT 24251535 / C47860	001-MAR2025-RTNT	-0.01
W1	02007034	06/26/2025	ALL AMERICAN ASPHALT	2134565	5000909	Haystack Road Traffic Calming	003-MAR 2025	78,859.67

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W1	02007034	06/26/2025	ALL AMERICAN ASPHALT	2134565	5000909	Haystack Road Traffic Calming	003-MAR 2025	78,090.56
W1	02007035	06/26/2025	ALVAREZ, MARTIN	1104430	4312500	DSRT SURF MEETING REFRESH 6/18	20250618DWGRMTNG	100.46
W1	02007036	06/26/2025	BELFOR PROPERTY RESTORATION	4004330	4400100	TO0017023 CORPYARD GATE IMPROV	2156703	50,000.00
W1	02007036	06/26/2025	BELFOR PROPERTY RESTORATION	4504164	4400100	ADA IMPROV HISTORICAL SOCIETY	2156217	23,434.27
W1	02007037	06/26/2025	BIO TOX LABORATORIES	1104210	4390400	24/25 BLOOD & URINE ANALYSIS S	47474	1,059.41
W1	02007037	06/26/2025	BIO TOX LABORATORIES	1104210	4390400	24/25 BLOOD & URINE ANALYSIS S	47475	1,667.61
W1	02007038	06/26/2025	BLUE SHIELD OF CALIFORNIA	2300000	3412400	EMS (1/17/25) RUN (25-58677)	2025010262	89.05
W1	02007039	06/26/2025	BLUE SHIELD OF CALIFORNIA	2300000	3412400	EMS (1/23/25) RUN (25-58546)	2025013890	79.68
W1	02007040	06/26/2025	BLUE SHIELD OF CALIFORNIA	2300000	3412400	EMS (1/25/25) RUN (25-71824)	2025015744	88.31
W1	02007041	06/26/2025	BOOT BARN HOLDINGS	1104134	4391500	Safety Footwear 5/17 RL	INV00490513	185.91
W1	02007042	06/26/2025	BURRTEC	6100000	2282600	Tax Roll Payment	INV-05-30-2025	1,814,673.40
W1	02007042	06/26/2025	BURRTEC	6100000	2282600	Franchise Fee	INV-05-30-2025	-72,586.94
W1	02007042	06/26/2025	BURRTEC	6100000	2282600	Admin Fee	INV-05-30-2025	-24,739.82
W1	02007042	06/26/2025	BURRTEC	6100000	2282600	Recycle Fee	INV-05-30-2025	-91,020.95
W1	02007042	06/26/2025	BURRTEC	6100000	2282600	Vehicle Impact Fee	INV-05-30-2025	-74,401.61
W1	02007043	06/26/2025	CAL STRIPE INC	2134315	4332000	STREET STRIPING - HWY 111	T.O.19-03	14,395.00
W1	02007043	06/26/2025	CAL STRIPE INC	2134633	5000204	BIKE LANE STRIPING - FW	T.O.24-03	3,281.75
W1	02007043	06/26/2025	CAL STRIPE INC	2134633	5000204	BIKE LANE STRIPING - COOK	T.O.22-03	405.00
W1	02007044	06/26/2025	CASC ENGINEERING AND	1104396	4400100	AP25 MS4 / NPDES SUPPORT	0053396	19,448.75
W1	02007045	06/26/2025	CASH, PETTY	1104250	4219000	Traffic Cellphone Clip	121724-EF	8.11
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B CY Staff Appreciation Lunc	110524-BE	64.47
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B Admin Committee Mtg 11.20	112024-MA	22.97
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B CC Dog Pk Grand Opening	112524-EB	27.97
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B Vision Zero Comm Outreach	101724-CG	50.41
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B Ops Division Meeting 12/3/	120324-BE	88.00
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B St/Traffic Employee Mtgs	030525-BE	107.62
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	Wildflower Fest Comm Outreach	030125-SM	17.97

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W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	F&B NS Comm Park Outreach	032225-SM	103.22
W1	02007045	06/26/2025	CASH, PETTY	1104300	4312500	APWA Luncheon Mtg 4.7.25	040725-RC	45.00
W1	02007045	06/26/2025	CASH, PETTY	1104300	4361000	VisionZero Comm Outreach Print	040725-CG	28.78
W1	02007045	06/26/2025	CASH, PETTY	1104330	4219000	Student Workday Tablecovers	020525-FT	21.95
W1	02007045	06/26/2025	CASH, PETTY	1104614	4390500	F&B Arbor Day 4.09.25	041125-MG	90.17
W1	02007046	06/26/2025	CHARTER COMMUNICATIONS	2524662	4365000	6/16-7/15 LIBRARY INTERNET	189330401061425	928.66
W1	02007047	06/26/2025	CHARTER COMMUNICATIONS	1104190	4365000	6/16-7/15 INTERNET SERVICES	189329601061425	562.66
W1	02007047	06/26/2025	CHARTER COMMUNICATIONS	2524662	4365000	6/16-7/15 INTERNET SVCS LIBR	189329601061425	900.00
W1	02007048	06/26/2025	CHARTER COMMUNICATIONS	1104190	4365000	6/16-7/15 CORP YARD INTERNET	189328601061425	91.56
W1	02007049	06/26/2025	CHARTER COMMUNICATIONS	2424549	4365000	MY25 PHONE SERVICE - PDAC	189329001051425	259.75
W1	02007050	06/26/2025	CHARTER COMMUNICATIONS	2424549	4365000	JU25 PHONE SERVICE - PDAC	189329001061425	259.75
W1	02007051	06/26/2025	CHARTER COMMUNICATIONS	5104195	4369601	JU25 INTERNET SRV - PARKVIEW	229561901060125	169.99
W1	02007052	06/26/2025	CHARTER COMMUNICATIONS	1104190	4365000	6/01-6/30 CITY HALL INTERNET	189329401060125	121.03
W1	02007053	06/26/2025	CHRISTOPHER GERRY	1104154	4119100	Spring25 Tuition Reimbursement	CGERRY 6.11.2025	1,926.00
W1	02007054	06/26/2025	CITY OF INDIAN WELLS	2304220	4304201	Cove Comm Shared Cost FS #55	INV#20-28	1,300.35
W1	02007055	06/26/2025	CITY OF PALM DESERT	2354270	4400200	FS102 PERMIT FEES #OFFB24-0006	INV-5056	1,344.30
W1	02007056	06/26/2025	COACHELLA VALLEY DISASTER	1104800	4388000	OA CVDPN FY24/25	FY24/25 OA PYMT	875.00
W1	02007057	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4217000	MOTOR FUEL RSO 4/24-5/24 BSU	SH0000048299	214.08
W1	02007057	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4217000	MOTOR FUEL RSO 3/24-4/24	SH0000048292	2,020.93
W1	02007057	06/26/2025	COUNTY OF RIVERSIDE SHERIFF	1104210	4217000	MOTOR FUEL RSO 4/24-5/24	SH0000048298	1,294.89
W1	02007058	06/26/2025	COURTMASTER SPORTS INC	1104610	4332100	R/M TENNIS COURT NETS - CC PRK	62665	200.00
W1	02007059	06/26/2025	CSMFO	1104150	4363000	V. Chavez Membership Fees	300016979	150.00
W1	02007060	06/26/2025	CVRM	2254212	4309000	MAY25 (5) SHELTER BEDS	7436	3,750.00
W1	02007061	06/26/2025	DANNY MORENO	2524662	4390000	JUNE25 PRGM PERFORMER DMORENO	120254	500.00
W1	02007062	06/26/2025	DESERT ARC	1104111	4309000	MAY 2025 SHREDDING SCS	17474	310.00
W1	02007063	06/26/2025	DESERT DISCOUNT CLEANERS LLC	1104211	4306001	COPS DRY CLEANING 2/13-5/29/25	05.31.2025	194.56
W1	02007064	06/26/2025	DESERT ELECTRIC SUPPLY	1104250	4332500	R/M TRAFFIC SGNL PULL BOXES	S127698595.004	1,759.47

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W1	02007064	06/26/2025	DESERT ELECTRIC SUPPLY	1104250	4332500	R/M TRAFFIC SGNL PULL BOXES	S127698595.003	1,688.56
W1	02007065	06/26/2025	DESERT OASIS HEALTHCARE	2300000	3412400	EMS (4/19/25) & RUN (25-309753	2025063751	494.55
W1	02007066	06/26/2025	DESERT RECYCLING INC	1104310	4332000	MY25 DUMP FEES	19412	379.00
W1	02007067	06/26/2025	DM ARTISTIC ENTERPRISES	1100000	1430100	Band for July 4 2025 event	20250704	3,900.00
W1	02007068	06/26/2025	DMV RENEWAL	2354270	4400200	DMV Title Reg Fee P749529	P749529	7,380.00
W1	02007069	06/26/2025	ENGINEERING RESOURCES	2354270	4400100	ENG SRVS - FS102 MAY25 SVCS	61497	9,574.25
W1	02007070	06/26/2025	ENGLAND THIMS AND MILLER INC	4504164	4309000	FB25 CARTEGRAPH ASSET MGMT	218764	5,530.75
W1	02007070	06/26/2025	ENGLAND THIMS AND MILLER INC	4504164	4309000	DC24 CARTEGRAPH ASSET MGMT	217820	2,796.00
W1	02007071	06/26/2025	ESCOBEDO, CHRISTOPHER	1104130	4312000	ICSC UBER 5.19 C.Escobedo	UBER 05.2025	48.60
W1	02007072	06/26/2025	FEDERAL EXPRESS CORP.	1104110	4366000	FedEx Envelope Cal Cities	8-417-68420	20.60
W1	02007073	06/26/2025	FFP FUND VIII P1 PROJECTCO15 LLC	1104800	4388500	MY25 SOLAR ENERGY-PSAM	2025-FIP1-000121	6,465.66
W1	02007073	06/26/2025	FFP FUND VIII P1 PROJECTCO15 LLC	2424549	4351400	MY25 SOLAR ENERGY - PDAC	2025-FIP1-000121	9,324.82
W1	02007074	06/26/2025	FIND FOOD BANK	2364195	4309000	FINDFOOD T1 JU25	398714	2,416.66
W1	02007074	06/26/2025	FIND FOOD BANK	2364195	4309000	FINDFOOD T2 JU25	398713	4,375.00
W1	02007075	06/26/2025	FOSTER GARDNER INC.	1104611	4332001	FERTILIZER - PARKS	290750	3,429.29
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	2524662	4365000	JUNE25-LIBR EMERGENECY LINE	7603410732-JUN25	50.57
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	1104159	4365000	D/U CIRCUIT FRED WARING	7601880005-JUN25	76.46
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	1104211	4306001	PHONE SVC	7601880005-JUN25	194.03
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	1104211	4365000	VALLEY CRIMESTOPPERS HOTLINE	7601880005-JUN25	200.17
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	1104250	4365000	TRAFFIC SIGNAL LINE SVC	7601880005-JUN25	76.46
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	1104344	4365000	PCC PHONE SVC	7601880005-JUN25	183.00
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	2714491	4369500	EP PHONE SVC	7601880005-JUN25	141.62
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG ALARM SVC	7601880005-JUN25	193.48
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG PHONE SVC	7601880005-JUN25	125.55
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG FIRE ALARM	7601880005-JUN25	116.05
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369601	PARKVIEW BLDG ALARM SVC	7601880005-JUN25	122.88
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369602	STATE BLDG INTERNET SVC	7601880005-JUN25	87.98

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Bank ID	Check Number	Check Date	Vendor Name	Account Number		Transaction Desc	Invoice	Amount Paid
W1	02007076	06/26/2025	FRONTIER COMMUNICATIONS INC	5104195	4369800	HENDERSON BLDG PHONE SVC	7601880005-JUN25	311.50
W1	02007077	06/26/2025	FSI TECH	2520000	1430100	Palo Alto Renewal LIB FY2526	INV-4556	568.33
W1	02007077	06/26/2025	FSI TECH	2524662	4362001	Palo Alto Renewal LIB FY2425	INV-4556	51.67
W1	02007078	06/26/2025	GAME TIME	1104611	4332501	PLAYGROUND EQUIP - MAG FALLS	PJI-0272271	994.75
W1	02007078	06/26/2025	GAME TIME	2304220	4331000	SHADE DEPUTY INSPECTION FS#33	PJI-0266366	1,425.00
W1	02007079	06/26/2025	GANNETT CALIFORNIA LOCALIQ	1104111	4321000	MY25 LEGAL ADVERTISING DSRT	0007152889	2,206.68
W1	02007080	06/26/2025	GLOBAL INDUSTRIAL EQUIPMENT	1104211	4219100	Emergcy Preparedness Equipment	123252072	25,945.39
W1	02007080	06/26/2025	GLOBAL INDUSTRIAL EQUIPMENT	1104211	4219100	Emergency Prep supply Ext Cord	123248358	203.43
W1	02007081	06/26/2025	GLS US	1104111	4366000	Matich-Am. Landscape Contracts	5512831	10.70
W1	02007082	06/26/2025	GOGOVAPPS	1100000	1430100	GoGov LF Integration FY2526	25-125	2,800.00
W1	02007082	06/26/2025	GOGOVAPPS	1104190	4362001	GoGov LF Integration FY2425	25-125	1,400.00
W1	02007083	06/26/2025	GOODWIN, SHELBY	1104417	4312500	F&B: Coffee w Mayor 6.11.25	SHELBY REIM 6.11	22.00
W1	02007083	06/26/2025	GOODWIN, SHELBY	1104417	4312500	F&B Coffee w Mayor 6.11.25	SHELBY REIM 6.11	12.97
W1	02007084	06/26/2025	GOVERNMENT SOCIAL MEDIA LLC	1104417	4312000	GSMCON Conf 2025 Todd Butts	2025-210019443	599.00
W1	02007084	06/26/2025	GOVERNMENT SOCIAL MEDIA LLC	1104417	4312000	GSMCON Conf 2025 Christiani Aq	2025-210019443	599.00
W1	02007085	06/26/2025	HF&H CONSULTANTS LLC	2364195	4309000	SOLID WASTE/RECYCE SVCS MY25	9722230	9,718.00
W1	02007086	06/26/2025	HISTORICAL SOCIETY OF PALM DESERT	1104800	4388000	OA Historical Society FY24/25	FY24/25 OA PYMT	16,000.00
W1	02007087	06/26/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4337001	R/M IRRIG SUPPLIES - COOK	0021027761-001	385.91
W1	02007087	06/26/2025	IMPERIAL SPRINKLER SUPPLY	1104614	4337001	R/M IRRIG SUPPLIES - MEDIANS	0021435976-002	3.30
W1	02007088	06/26/2025	INTERNATIONAL CODE COUNCIL	1104421	4312000	PERMIT TECH TRAINING & BOOKS	1002090194	2,761.07
W1	02007089	06/26/2025	Jesus Garduno	1104310	4312000	05/01/25 MSA TRAINING - JG	50125JG-MEALS	20.13
W1	02007090	06/26/2025	KINCAID INDUSTRIES INC	1104611	4331000	R/M PLUMBING - HOVLEY SOCCER	5632	1,168.26
W1	02007091	06/26/2025	LAWRENCE, AMY	1100000	1150100	CLR ADV ICSC CONF 5/16-20 AL	CLR ADV 5.17.25	-1,305.44
W1	02007091	06/26/2025	LAWRENCE, AMY	1104430	4311500	ICSC CONF MILE 5/16-20/25 AL	MILE AL ICSC25	18.20
W1	02007091	06/26/2025	LAWRENCE, AMY	1104430	4312000	ICSC CONF TRNSP 5/16-20/25 AL	REIMALICSC25TR	85.03
W1	02007091	06/26/2025	LAWRENCE, AMY	1104430	4312000	ICSC CONF PRDM 5/16-20/25 AL	REIMALICSC25PD	387.00
W1	02007091	06/26/2025	LAWRENCE, AMY	1104430	4312000	ICSC CONF LDG 5/16-20/25 AL	LDG AL ICSC25	986.24

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W1	02007092	06/26/2025	LEAGUE OF CALIFORNIA CITIES	1100000	1150100	LOCC ConfReg10/7-10/25 QUINTAN	KQ LOCC 10.2025	675.00
W1	02007092	06/26/2025	LEAGUE OF CALIFORNIA CITIES	1100000	1150100	LOCC ConfReg10/7-10/25 PRADETT	JP LOCC 10.2025	675.00
W1	02007092	06/26/2025	LEAGUE OF CALIFORNIA CITIES	1100000	1150100	LOCC ConfReg10/7-10/25 Trubee	ET LOCC 10.2025	675.00
W1	02007092	06/26/2025	LEAGUE OF CALIFORNIA CITIES	1100000	1150100	LOCC ConfReg 10/7-10/25 Harnik	JH LOCC 10.2025	675.00
W1	02007093	06/26/2025	LEAGUE OF CALIFORNIA CITIES	1100000	1150100	C.Escobedo 2025 LOCC Conf.	ESCOBEDO 10.2025	675.00
W1	02007094	06/26/2025	LOCK SHOP INC.	2424549	4331101	R/M LOCKS - PDAC	J101348	1,064.15
W1	02007095	06/26/2025	LOWE'S HOME CENTERS INC.	1104250	4332500	R/M TRAFFIC SIGNAL SUPPLIES	998465-061125	145.61
W1	02007096	06/26/2025	LSL CPAs	1104151	4302000	24 Housing Records Testing AUP	69219	10,150.00
W1	02007097	06/26/2025	MENDOZA , ELIAS	1104310	4312000	05/01/25 MSA TRAINING - EM	50125EM-MEALS	21.84
W1	02007098	06/26/2025	MORALES, TRISTAN	1104150	4363000	CPA FAR Exam	TMORALES6.17.25	262.64
W1	02007099	06/26/2025	MOWERS PLUS INC	1104331	4334000	R/M SMALL EQUIP - GENERATOR	327944	249.78
W1	02007100	06/26/2025	MUNIZ, RAFAEL	1104310	4311500	05/20/25 MSA TRAINING - RM	0525RM-MILEAGE	121.80
W1	02007100	06/26/2025	MUNIZ, RAFAEL	1104310	4312000	05/01/25 MSA TRAINING - RM	0525RM-MEALS	24.31
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104340	4309000	RETURNED CHECK FEE CK#2006736	400991	10.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	2524662	4309000	MY25 EXTRA PEST CONTROL-LIB	398962	150.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	2524662	4309000	MY25 EXTRA PEST CONTROL - LIB	399470	125.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104330	4309000	MY25 PEST CONTROL CORPYARD	401365	99.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104340	4309000	MY25 PEST CONTROL CH / HIST	401365	114.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104344	4309000	MY25 PEST CONTROL PORTOLA CC	401365	43.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104610	4309200	MY25 PEST CONTROL CC PARK	401365	70.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104611	4332001	MY25 PEST CONTROL PARKS	401365	224.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104611	4391000	MY25 PEST CONTROL COMM GARDENS	401365	11.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	1104800	4388500	MY25 PEST CONTROL ARTISTS CTR	401365	44.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	2304220	4331000	MY25 PEST CONTROL FS 33,67,71	401365	129.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	2424549	4309000	MY25 PEST CONTROL PDAC	401365	44.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	2524662	4309000	MY25 PEST CONTROL LIBRARY	401365	43.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	5104195	4369500	MY25 PEST CONTROL SHERIFF SUBS	401365	46.00

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W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	5104195	4369601	MY25 PEST CONTROL PARKVIEW	401365	44.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	5104195	4369602	MY25 PEST CONTROL STATE BLDG	401365	44.00
W1	02007101	06/26/2025	ON THE FLY TERMITE & PEST	5104195	4369800	MY25 PEST CONTROL HENDERSON	401365	43.00
W1	02007102	06/26/2025	OUTDOOR CREATIONS INC	4514679	5000102	BENCHES / WASTE BINS EL PASEO	11978	2,463.36
W1	02007102	06/26/2025	OUTDOOR CREATIONS INC	4514679	5000102	ADD 1% SALES TAX BENCHES/WASTE	11978	871.92
W1	02007103	06/26/2025	PEAC SOLUTIONS	1104190	4342000	5/20-6/19 XEROX LEASE	40563756	208.77
W1	02007104	06/26/2025	PEAC SOLUTIONS	2524662	4342000	5/14-6/13 XEROX LEASE LIBR	40547644	435.89
W1	02007105	06/26/2025	PROFORMA SOCAL	1104154	4219000	Business Cards - COPS	BH49005322A	87.60
W1	02007106	06/26/2025	PROPER SOLUTIONS INC.	1104111	4300300	TEMP EMP G AHUMADA 6.13.25	17276	1,374.46
W1	02007106	06/26/2025	PROPER SOLUTIONS INC.	1104300	4300300	PW TEMP EMP AOLIVAREZ 06/13/25	17277	1,673.52
W1	02007107	06/26/2025	PVP COMMUNICATIONS INC.	1104210	4334000	24/25 COMMUNICATION GEAR RSO M	136425	1,260.03
W1	02007108	06/26/2025	QUINN COMPANY	1104330	4331000	PM 5 GENERATOR SRV - CY #373	WOG00022957	1,400.00
W1	02007108	06/26/2025	QUINN COMPANY	1104330	4331000	PM 5 GENERATOR SRV - CY #374	WOG00022958	1,700.00
W1	02007109	06/26/2025	RASIX COMPUTER CENTER INC	1104190	4212000	Epson Ink	ID132099	113.72
W1	02007110	06/26/2025	SIMPLIT PARTNERS	1104310	4219000	R/M STREET MAINT SUPPLIES	208166103	17.41
W1	02007111	06/26/2025	SITEONE LANDSCAPE SUPPLY LLC	1104611	4219000	SMALL TOOLS - FREEDOM	154805841-001	93.84
W1	02007112	06/26/2025	SOULE, THOMAS	1104417	4311500	CALTRAVEL MILE 5/20-21 TS	TS - MIL 5/21/25	3.64
W1	02007112	06/26/2025	SOULE, THOMAS	1104417	4312000	CALTRAVEL LDG 5/20-21 TS	TS LDG 5.21.25	313.77
W1	02007112	06/26/2025	SOULE, THOMAS	1104417	4312000	CALTRAVEL AIR 5/20-21 TS	TS AIR 5.21.25	508.95
W1	02007112	06/26/2025	SOULE, THOMAS	1104417	4312000	CALTRAVEL PRDM 5/20-21 TS	TS - PRD 5/21/25	129.00
W1	02007113	06/26/2025	SOUTHERN CALIFORNIA EDISON	1104611	4351400	73510 FW PARKS AL-2	700383536327JU25	3,681.04
W1	02007113	06/26/2025	SOUTHERN CALIFORNIA EDISON	1104614	4351400	73296 ALESSANDRO WW	700646851517MAY	73.40
W1	02007114	06/26/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	MY25 R/M TRAFFIC SIGNAL	200168118	2,325.00
W1	02007114	06/26/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	R/M TRAFFIC SIGNAL - VARIOUS	200168119	3,405.74
W1	02007114	06/26/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	R/M TRAFFIC SIGNAL - HWY 74/EP	200168120	24,488.46
W1	02007114	06/26/2025	ST. FRANCIS ELECTRIC LLC	1104250	4332500	R/M TRAFFIC SGNL - 45900 PORT	200168121	6,082.35
W1	02007115	06/26/2025	STERLING ADMINISTRATION	1104154	4309000	May 25 Admin Fees DCA & FSA	865457	171.50

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W1	02007116	06/26/2025	SUPERIOR PAVEMENT MARKINGS INC	2130000	2060000	RET REL 24251732 / C48710	20703	7,919.75
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 43775 DEEP CNYN	950000322979	1,637.94
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 43775 DEEP CNYN	950000325768	957.35
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - HOVLEY/PORTOLA	950000359079	616.52
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 43880 ACACIA	950000384379	1,225.67
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 40100 MONTEREY	950000387292	490.81
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 43880 ACACIA	950000395926	2,250.83
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - 43880 ACACIA	950000395929	1,597.94
W1	02007117	06/26/2025	SUPERIOR READY MIX CONCRETE	1104310	4332000	R/M CONCRETE - NS GERALD FORD	950000395933	564.62
W1	02007118	06/26/2025	T-MOBILE USA INC	1104210	4304200	GPS- T251210085	9604865151	115.00
W1	02007118	06/26/2025	T-MOBILE USA INC	1104210	4304200	GPS- T251210085	9606730460	165.00
W1	02007118	06/26/2025	T-MOBILE USA INC	1104210	4304200	TOWER DUMP- T251070010	9606844639	150.00
W1	02007118	06/26/2025	T-MOBILE USA INC	1104210	4304200	TOWER DUMP- T251250085	9606095152	200.00
W1	02007118	06/26/2025	T-MOBILE USA INC	1104210	4304200	GPS- T250830030	9605488725	115.00
W1	02007119	06/26/2025	T-MOBILE USA INC	1104331	4334000	MY25 VEHICLE GPS MONITORING	978220384-42	977.40
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs & Land Dev-FE25	2025-353	1,505.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs PW/CIP_FE25	2025-353	5,595.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs & Land Dev-MA25	2025-380	1,050.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs PW/CIP_MA25	2025-380	3,680.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs PW/CIP_AP25	2025-542	11,597.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	PLAN CHECKING SERVICES MY25	2025-777	5,595.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs & Land Dev-MY25	2025-770	1,125.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs PW/CIP_MY25	2025-770	5,020.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs & Land Dev-JA25	2025-158	1,812.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	Eng Svcs PW/CIP_JA25	2025-158	8,177.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104423	4301150	PLAN CHECKING SERVICES JA25	2025-165	3,822.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	8714195	4331100	Apr25 CM Svcs for PDHA Propert	2025-548	7,460.00

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W1	02007120	06/26/2025	TKE ENGINEERING INC	2134134 4400200	Apr25 CM Svcs for St Resurf Pj	2025-549	24,647.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	2134134 4400200	May25 CM Svcs for St Resurf Pj	2025-776	8,740.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	2134134 4400200	Apr25 CM Svcs for El Paseo St	2025-545	17,669.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	2134134 4400200	May25 CM Svcs for El Paseo St	2025-772	85.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	2134633 5000103	Apr-May25 Walk & Roll-Phase 3	2025-775	7,402.50
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104159 4219100	Mtn View Rtn Nov24 Svcs	2024-1591	580.00
W1	02007120	06/26/2025	TKE ENGINEERING INC	1104159 4219100	Mtn View Rtn Oct24 Svcs	2024-1386	6,591.20
W1	02007120	06/26/2025	TKE ENGINEERING INC	4204370 5000454	Haystack Channel Rehab Oct24	2024-1388	3,625.00
W1	02007121	06/26/2025	TNV TOWING	1104210 4304200	TOWING- T251210108	2797	240.00
W1	02007121	06/26/2025	TNV TOWING	1104210 4304200	RSO TOWING- T243540149	2800	240.00
W1	02007121	06/26/2025	TNV TOWING	1104210 4304200	RSO TOWING-T243360068	2802	240.00
W1	02007121	06/26/2025	TNV TOWING	1104210 4304200	RSO TOWING- T250830030	2803	1,920.00
W1	02007121	06/26/2025	TNV TOWING	1104210 4304200	RSO TOWING- 7250930095	2804	240.00
W1	02007122	06/26/2025	TNV TOWING	1104210 4304200	TOWING- T251020002	2799	240.00
W1	02007122	06/26/2025	TNV TOWING	1104210 4304200	TOWING- T242040014	2796	240.00
W1	02007123	06/26/2025	TRI STAR CONTRACTING II INC	4004311 4332000	R/M SINKHOLE - FRED WARING	210425-2G-1	56,983.67
W1	02007123	06/26/2025	TRI STAR CONTRACTING II INC	4004370 5000456	R/M CLEANUP MID VALLEY CHANNEL	2324G-REV	24,113.51
W1	02007124	06/26/2025	U S POSTMASTER	1104417 4302600	BRIGHTSIDE Postage JL/AG25	BRIGHTSIDE JL25	7,663.86
W1	02007125	06/26/2025	ULINE INC	1104211 4219100	Disaster Preparedness Supplies	192933291	10,073.24
W1	02007126	06/26/2025	VILLANUEVA, PAUL	1100000 1150100	2025 CACEO CLR ADV PV 5/25	CLR ADV CACEO	-542.20
W1	02007126	06/26/2025	VILLANUEVA, PAUL	1104422 4311500	CACEO SUMMIT MILE 5/12-15 PV	MILEAGE CACEOPV	134.96
W1	02007126	06/26/2025	VILLANUEVA, PAUL	1104422 4312000	CACEO SUMMIT LDG 5/12-15 PV	LODGING CACEOPV	278.24
W1	02007126	06/26/2025	VILLANUEVA, PAUL	1104422 4312000	CACEO SUMMIT PRDM 5/12-15 PV	PER DIEM CACEOPV	215.00
W1	02007127	06/26/2025	WASHINGTON CHARTER SCHOOL	1104800 4388100	OA Washington Charter FY24/25	FY24/25 OA PYMT	7,500.00
W1	02007128	06/26/2025	WEBSTAIRANT STORE INC	2364195 4219000	Recycling bins & trash cans	112542582	6,636.24
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754684 4309500	MISC TREE WORK - SONATA II	227329	750.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754681 4309500	3/16-31 1HARDWOOD PRUNING GLEN	227329	1,547.00

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W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754682	4309500	3/1-15 HARDWOOD PRUNING-HOVLY	226718	595.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754682	4309500	MISC TREE WORK -HOVLEY ESTATES	226718	975.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754686	4309500	HARDWOOD PRUNING - LA PALOMA I	226718	595.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754687	4309500	HARDWOOD PRUNING -LA PALOMA 2	226718	238.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754693	4309500	HARDWOOD PRUNING -LA PALOMA 3	226718	952.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754694	4309500	HARDWOOD PRUNING - SANDPIPER C	226718	1,428.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	2754695	4309500	HARDWOOD PRUNING - SANDPIPER W	226718	357.00
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W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	4414195	4332000	4/1-15 HARDWOOD PRUNING - DW	227730	2,520.00
W1	02007129	06/26/2025	WEST COAST ARBORISTS INC	4414195	4332000	MISC TREE WORK - DW PERIMETER	227730	2,450.00
W1	02007130	06/26/2025	WILLDAN ENGINEERING	1104420	4301000	Plan Review & Insp - AP25	002-34778	25,291.78
W1	02007130	06/26/2025	WILLDAN ENGINEERING	1104420	4301000	Plan Review & Insp - MY25	002-34977	16,118.24
W1	02007131	06/26/2025	XPRESS GRAPHICS	2524662	4390000	SRP Program Booklets	25-71597	702.36
W1	02007131	06/26/2025	XPRESS GRAPHICS	2134134	4400200	El Paseo St Rehab Mailers	25-71596	328.28
W1	02007131	06/26/2025	XPRESS GRAPHICS	2354270	4400200	FS102 Groundbreaking Event	25-69908	310.79
W1	02007131	06/26/2025	XPRESS GRAPHICS	1104611	4219000	PARK SIGNS - JOE MANN	25-68564	560.81
W1	02007131	06/26/2025	XPRESS GRAPHICS	2134565	5000909	Haystack TC Proposal Boards	24-63071	70.38

Audited and Found Correct

Signed by:  
  
 BE48F4F325A4A2...

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**  
**6,685,349.87**



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Michelle Nance, Senior Deputy Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1431, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA.

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## **RECOMMENDATION:**

Adoption of Ordinance No. 1431 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)."

## **BACKGROUND/ANALYSIS:**

On June 26, 2025, the City Council unanimously introduced Ordinance No. 1431 for first reading. This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

## **FINANCIAL IMPACT:**

There is no direct financial impact with this action.

## **ATTACHMENTS:**

1. Ordinance No. 1431



ORDINANCE NO. 1431

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESEERT, CALIFORNIA APPROVING A GENERAL PLAN AMENDMENT FROM SMALL TOWN NEIGHBORHOOD TO NEIGHBORHOOD CENTER FOR A 2.21 ACRE PROPERTY ON THE NORTHWEST CORNER OF FRED WARING DRIVE AND FAIRHAVEN AVENUE AND MAKING A FINDING OF EXEMPTION UNDER CEQA. (ASSESSOR'S PARCEL NUMBER 640-040-016)

CASE NOS. GPA24-0001

WHEREAS, Dignity Investment Group ("Applicant"), submitted a request to change the general plan land use designation and zoning designation of a 2.21-acre parcel located at the northwest corner of Fred Waring Drive and Fairhaven Avenue from Small Town Neighborhood to Neighborhood Center and Planned Residential – 7 units per acre to Office Professional, respectively; and

WHEREAS, the Project site has a land use designation of Small Town Neighborhood in the Palm Desert General Plan adopted on November 10, 2016, and a zoning designation of Planned Residential – 7 units per acre (PR-7); and

WHEREAS, the Project Site has been developed with existing improvements which generally consist of a single unoccupied building previously occupied by a church, related parking lot and landscaping, and is adequately served by existing public utilities and services; and

WHEREAS, the proposed General Plan Amendment would not create any nonconforming uses or structures on site; and

WHEREAS, the proposed General Plan Amendment and Change of Zone would allow the site to remain suitable for residential uses at a maximum density of 15 units per acre; and

WHEREAS, the proposed General Plan Amendment and Change of Zone would make the land use consistent with the adjacent property to the west and allow the site to continue existing vehicular connectivity to said project site; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.) and the City of Palm Desert's ("City's") Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, pursuant to the requirements of the CEQA, the State Guidelines for Implementation of CEQA (State CEQA Guidelines), and the City of Palm Desert CEQA Implementation Requirements, the City of Palm Desert Development Services Department has determined that the Project will not have a significant impact on the

environment and that the Project is categorically exempt under Article 19, Section 15301 Existing Facilities (Class 1) of the CEQA Guidelines; therefore, no further environmental review is necessary; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 20<sup>th</sup> day of May 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request and adopted Planning Commission Resolution 2891 recommending the City Council approve said Project; and

WHEREAS, the City Council of the City of Palm Desert, California, did on the 26<sup>th</sup> day of June 2025, hold a duly noticed public hearing to consider the request by the Applicant for approval of the above-noted Project request; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report, exist to justify approval of said request:

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

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. General Plan Amendment. As required by Palm Desert Municipal Code "PDMC" Section 25.78.070, the following findings to approve a General Plan Amendment:

There is a substantial public benefit to be derived from such amendment and the proposed amendment furthers the goals of the General Plan.

The General Plan Amendment (GPA) is in the public's interest as it will maintain the character of Fred Waring Drive by creating consistency in General Plan land use designation on the north side of Fred Waring, west of Fairhaven Drive. The project site has existed for decades as the site of a church with a parking lot that connects to an existing medical office park directly to the west. The existing General Plan land use allows for residential uses. The proposed General Plan Land use designation allows the site to establish non-residential uses that serve the needs of the neighborhood, meanwhile retaining its ability to have residential uses. The intent of Neighborhood Center is to provide a concentration of commercial businesses and civic amenities within walking and biking distances of neighborhoods, and the location off Fred Waring where this project site is located is ideal for this designation and uses based off its proximity to surrounding residential and a major thoroughfare (Fred Waring).

SECTION 3. CEQA Determination. The City Council finds that the Project is exempt from CEQA per Section 15301 of the CEQA Guidelines as the Project is a Class 1 Exemption for "Existing Facilities" development. Class 1 applies to projects involving

the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. The proposed project change of land use would impact existing facilities and allow for their operation with additional uses. Additionally, the Project does not qualify for any of the exceptions pursuant to Article 19 of the CEQA Guidelines Section 15300.2 for "Exceptions."

SECTION 4. General Plan Amendment. The City Council approves the General Plan Amendment presented, as depicted in Exhibit "A."

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 6. Posting and Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the *Desert Sun*, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

Ordinance No. 1431

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1431 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on June 26, 2025, and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

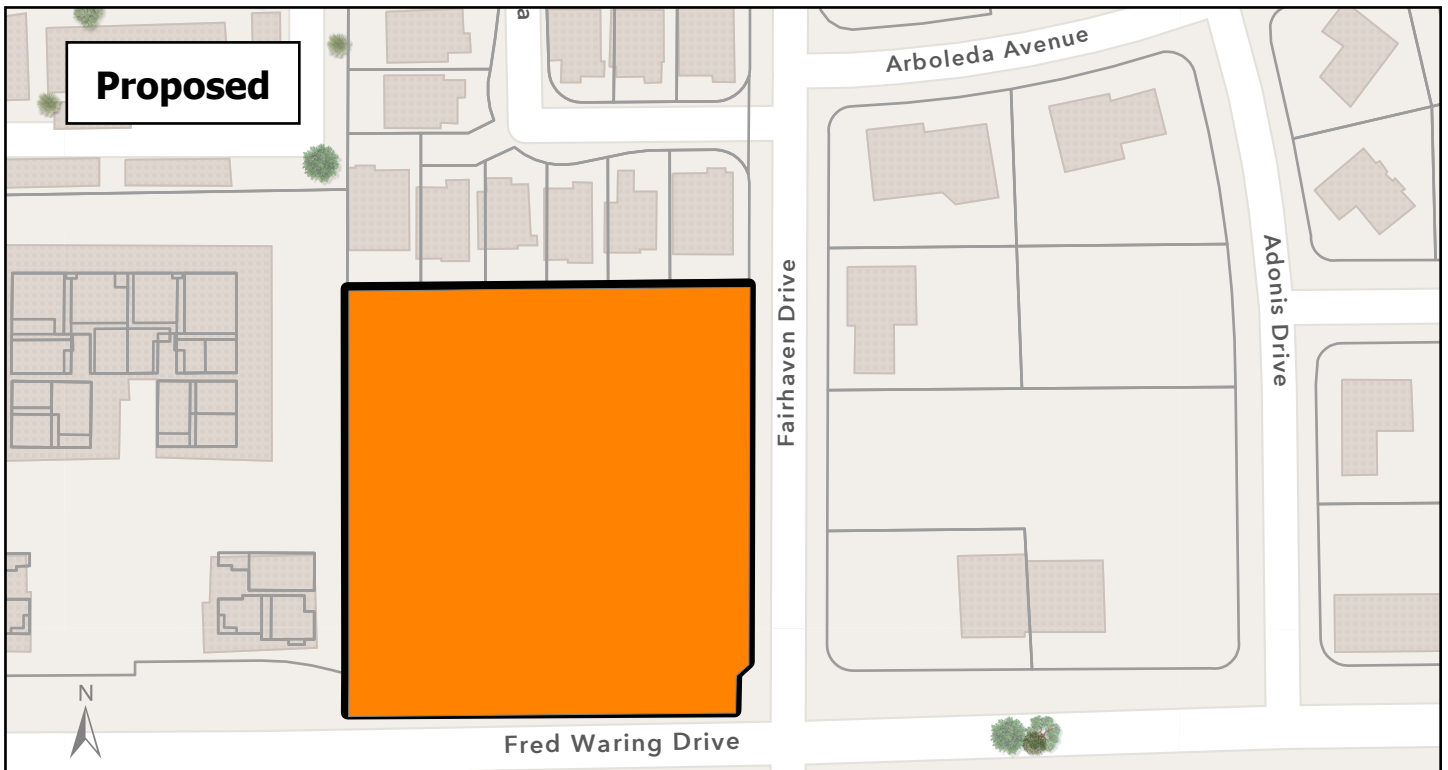
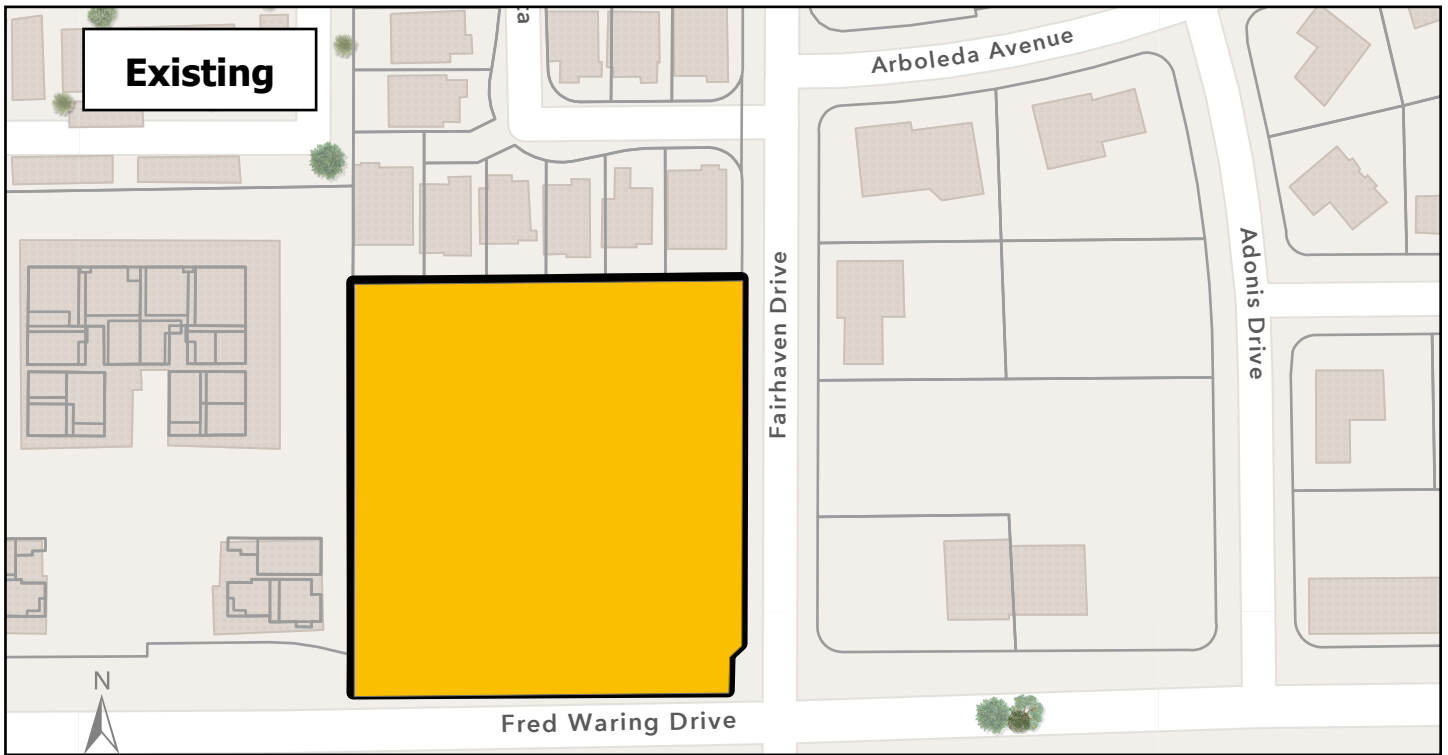
ABSENT:

ABSTAIN:

RECUSED:

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

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK



## **Proposed General Plan Land Use Change for APN: 640-040-016**

From Small Town Neighborhood to Neighborhood Center

Small Town Neighborhood
 
 Neighborhood Center





# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Michelle Nance, Senior Deputy Clerk

SUBJECT: ADOPTION OF ORDINANCE NO. 1432 AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA

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## **RECOMMENDATION:**

Adoption of Ordinance No. 1432 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA."

## **BACKGROUND/ANALYSIS:**

On June 26, 2025, the City Council unanimously introduced Ordinance No. 1432 for first reading. This report is provided for the City Council to waive further reading and adopt the ordinance. The ordinance shall be effective 30 days from adoption.

## **FINANCIAL IMPACT:**

There is no direct financial impact with this action.

## **ATTACHMENTS:**

1. Ordinance No. 1432



## ORDINANCE NO. 1432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE CHAPTER 9.24, NOISE CONTROL, TO ESTABLISH UNIFORM PROPERTY MAINTENANCE OPERATING HOURS AND MAKING A FINDING OF EXEMPTION UNDER CEQA.

*The purpose of this ordinance is to amend Palm Desert Municipal Code Chapter 9.24 Noise Control to align and update the operating hours for property maintenance activities, remove outdated language pertaining to noise related to agricultural operations, and exempt homeowners from the operating hours restrictions.*

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

SECTION 1. Amendment to Municipal Code. Section 9.24.060 *Special Provisions- Exemptions* of Chapter 9.24 *Noise Control* of the Palm Desert Municipal Code is amended to read as follows:

“9.24.060 Special Provisions-Exemptions.

The following activities shall be exempted from the provisions of this chapter:

- A. School bands, school athletic and school entertainment events.
- B. Outdoor gatherings, public dances, shows and sporting and entertainment events; provided, the events are authorized by the city.
- C. Activities conducted in public parks and public playgrounds.
- D. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work.
- E. Mobile noise sources associated with pest control through pesticide application.
- F. The provisions of this regulation shall not preclude the construction, operation, maintenance and repairs of equipment, apparatus or facilities of park and recreation departments, public work projects or essential public services and facilities, including those of public utilities subject to the regulatory jurisdiction of the California Public Utilities Commission.
- G. Noise sources associated with construction activities. Refer to 9.24.070, Construction activities.
- H. Property owners/tenants of residential dwellings conducting non-commercial property maintenance Monday through Sunday

between the hours of 7 am to 5:30 pm, including government code holidays.”

**SECTION 2.** Amendment to Municipal Code. Section 9.24.075 *Property Maintenance Activities* of Chapter 9.24 *Noise Control* of the Palm Desert Municipal Code is amended to read as follows:

“9.24.075 Property Maintenance Activities.

A. Noise sources associated with property maintenance activity and all portable blowers, lawnmowers, edgers or similar devices shall be prohibited except during the following hours:

Monday through Sunday:	7 a.m. to 5:30 p.m.
Government code holidays:	Not allowed

Notwithstanding the hours of permitted operations, such equipment that constitutes a public nuisance may be abated as otherwise provided in this code.

With the exception of blowers, all maintenance activities associated with golf courses and/or tennis courts can operate from five-thirty a.m. to seven p.m., seven days a week.

B. All municipal maintenance activities are not subject to subsection A.

C. No person shall willfully make or continue, or willfully cause to be made or continued, any noise from any portable powered blower at a level which exceeds seventy decibels (dBA) measured at the midpoint of a wall area twenty feet long and ten feet high and at the horizontal distance fifty feet away from the midpoint of the wall, or not more than seventy-six decibels (dBA) at a horizontal distance of twenty-four feet using a sound level meter.

D. No portable powered blower shall be operated in a manner which will permit dirt, dust, debris, leaves, grass clippings, cuttings, or trimmings from trees or shrubs to be blown or deposited onto neighboring property or public right-of-way. All waste shall be removed and disposed of in a sanitary manner by the use or property occupant.”

**SECTION 3.** CEQA Exemption. The City Council finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), known as the “common sense” exemption. This determination is based on the clear assessment that there is no possibility the ordinance may have a significant effect on the environment. The ordinance provides administrative clarifications

regarding operating hours for the use of power equipment associated with property maintenance activities without expanding land use or initiating new developments, thereby maintaining existing environmental baselines. It ensures operational continuity for operating hours related to property maintenance. The amendments are administrative in nature and do not involve construction, physical alterations, or increases in development intensity, thus qualifying for the CEQA “common sense” exemption.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. Posting and Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish a summary of this Ordinance in the *Desert Sun*, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON \_\_\_\_\_.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1432 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on June 26, 2025, and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

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

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK





# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF SUPPORT FOR THE JOSLYN CENTER'S GRANT  
APPLICATION TO BIGHORN GOLF CLUB CHARITIES FOR HVAC  
SYSTEM REPLACEMENT

---

## **RECOMMENDATION:**

Ratify issuance of a letter of support for The Joslyn Center's application to BIGHORN Golf Club Charities requesting grant funding to replace HVAC units at its facility.

## **BACKGROUND/ANALYSIS:**

The Joslyn Center is a vital community partner providing year-round wellness and social programs for older adults. It also serves as a designated Cooling Center in partnership with Riverside County during the region's extreme summer heat.

The Center is seeking funding assistance from BIGHORN Golf Club Charities to replace aging HVAC units that are inefficient, costly to maintain, and reliant on outdated Freon refrigerant. The upgrades will reduce operating costs, support sustainability goals, and allow The Joslyn Center to preserve its reserve funds for unforeseen needs.

The request for support was submitted by The Joslyn Center and reviewed by the City Council Subcommittee on Governmental and Legislative Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, who approved issuing a letter of support.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no financial impact associated with this action.

## **ATTACHMENT:**

1. Letter of Support





## CITY OF PALM DESERT

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

June 17, 2025

Ms. Kelly Levy  
BIGHORN Golf Club Charities  
255 Palowet Dr.  
Palm Desert, CA 92260

Dear Ms. Levy:

On behalf of the City of Palm Desert, I am writing to express support for The Joslyn Center's application to BIGHORN Golf Club Charities seeking grant assistance for the replacement of aging HVAC units at its facility.

The Joslyn Center is a vital community asset and trusted partner that provides essential services to older adults and seniors throughout Palm Desert and the surrounding region. In addition to year-round programs that promote wellness, social engagement, and independence, The Joslyn Center serves as a designated Cooling Center in partnership with Riverside County Community Action Partnership. This role is especially critical during the Coachella Valley's extreme summer heat, when access to a safe, air-conditioned environment can be life-saving for vulnerable populations.

We understand that the HVAC replacement project will improve energy efficiency, reduce operating costs, and support the Center's ability to continue providing this essential service to the community. The City appreciates the consideration that BIGHORN Golf Club Charities gives to capital improvements that help strengthen the resilience and sustainability of local nonprofit facilities.

Thank you for your ongoing support of local organizations through your charitable giving.

Sincerely,

Jan C. Harnik, Mayor  
City of Palm Desert



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 11, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF SUPPORT FOR DESERT RECREATION DISTRICT'S  
GRANT APPLICATION TO BIGHORN GOLF CLUB CHARITIES

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## **RECOMMENDATION:**

Ratify issuance of a letter of support for the Desert Recreation District's grant application to BIGHORN Golf Club Charities requesting funding to provide scholarships for residents and to participate in core programs and activities.

## **BACKGROUND/ANALYSIS:**

The Desert Recreation District plays a vital role in enriching the quality of life for Palm Desert residents of all ages and abilities. The District offers diverse programs, including Senior Programming, Youth Camps, Adaptive Programs, Sports Programs, Health & Wellness, Music & Creative Arts, and Annual Facility Memberships.

These programs provide opportunities for personal growth, social connection, and improved well-being. Scholarships funded by this grant will ensure that low- and moderate-income residents who face financial barriers can participate.

The request for support was submitted by Desert Recreation District and reviewed by the City Council Subcommittee on Governmental and Legislative Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, who approved issuing a letter of support.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no financial impact associated with this action.

## **ATTACHMENT:**

1. Letter of Support





## CITY OF PALM DESERT

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

June 23, 2025

Ms. Kelly Levy  
BIGHORN Golf Club Charities  
255 Palowet Dr.  
Palm Desert, CA 92260

Dear Ms. Levy:

On behalf of the City of Palm Desert, I am pleased to provide this letter of support for Desert Recreation District's grant application to BIGHORN Golf Club Charities. The requested funding will directly support scholarships for residents to participate in Desert Recreation District's core programs and activities.

Desert Recreation District plays a vital role in enriching the quality of life for residents of all ages and abilities throughout our community. The programs supported by this grant—including Senior Programming, Youth Camps, Adaptive Programs, Sports Programs, Health & Wellness, Music & Creative Arts, and Annual Facility Memberships—offer opportunities for personal growth, social connection, and improved well-being. Access to these programs is particularly important for low- and moderate-income residents who may not otherwise be able to participate due to financial barriers.

The City recognizes and greatly values Desert Recreation District's commitment to promoting health, wellness, and community engagement. Scholarships funded through this grant will ensure that more residents can benefit from these programs, fostering a stronger, healthier, and more connected community.

Thank you for your consideration and for your ongoing support of local organizations making a positive difference in the lives of Palm Desert residents.

Sincerely,

Jan C. Harnik, Mayor  
City of Palm Desert



# CITY OF PALM DESERT STAFF REPORT

---

MEETING DATE: July 11, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: LETTER OF SUPPORT FOR THE RANDALL W. LEWIS CENTER FOR  
ENTREPRENEURSHIP AND SCHOOL OF ENTREPRENEURSHIP  
APPLICATION TO THE THRIVE INLAND SOCAL CATALYST GRANT  
PROGRAM

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## **RECOMMENDATION:**

Ratify issuance of a letter of support for the Randall W. Lewis Center for Entrepreneurship and the School of Entrepreneurship's application to the THRIVE Inland SoCal Catalyst Grant Program to sustain and expand programming delivered through the Palm Desert Entrepreneurial Resource Center.

## **BACKGROUND/ANALYSIS:**

The Randall W. Lewis Center for Entrepreneurship and the School of Entrepreneurship operate the Palm Desert Entrepreneurial Resource Center (ERC) in partnership with the Inland Empire Center for Entrepreneurship and with funding support from the City of Palm Desert and the County of Riverside.

The applicants requested a letter of support to accompany their grant application to the THRIVE Inland SoCal Catalyst Grant Program. If awarded, grant funding would be used to sustain and expand programming offered through the ERC.

The request for support was reviewed by the City Council Subcommittee on Governmental and Legislative Affairs, comprised of Mayor Harnik and Mayor Pro Tem Trubee, who approved issuing a letter of support.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no financial impact associated with this action.

## **ATTACHMENT:**

1. Letter of Support





# CITY OF PALM DESERT

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

June 30, 2025

THRIVE Inland SoCal  
Catalyst Grant Program

**Subject: Support for the Randall W. Lewis Center for Entrepreneurship and School of Entrepreneurship Application – THRIVE Inland SoCal Catalyst Grant Program**

Dear Thrive Inland SoCal Review Committee:

On behalf of the City of Palm Desert, this letter serves as a statement of strong support for the Randall W. Lewis Center for Entrepreneurship (RLCE) and the School of Entrepreneurship in their application for funding through the THRIVE Inland SoCal Catalyst Grant Program.

The City of Palm Desert currently funds and supports the Inland Empire Center for Entrepreneurship (IECE) and the School to operate the Palm Desert Entrepreneurial Resource Center (ERC), in partnership with the County of Riverside. The Catalyst Grant will help sustain and expand these impactful programs, addressing critical needs in the City and the greater Coachella Valley.

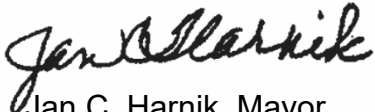
Small businesses in our community consistently cite challenges accessing mentorship, counseling, education, and capital. The programs delivered in 2024 by the RLCE and the School in Palm Desert have made measurable strides in overcoming these barriers. To date, they have assisted more than 1,700 small business owners, resulting in over \$11 million in increased access to capital and sales, the launch of 22 new startups, and support for more than 300 jobs created or retained.

We are particularly enthusiastic about new initiatives planned through the ERC, such as the Cybersecurity Entrepreneurship Academy, which will provide valuable training and resources to further strengthen our local economy.

The services provided through this partnership have been critical to the economic development of Palm Desert. We strongly support additional investment in this program, as it will expand service offerings and deliver even greater impact to our residents and businesses.

Thank you for your consideration of this important proposal. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, reading "Jan C. Harnik". The signature is fluid and cursive, with the first name "Jan" and last name "Harnik" clearly distinguishable.

Jan C. Harnik, Mayor  
City of Palm Desert

# CITY OF PALM DESERT STAFF REPORT

---

MEETING DATE: July 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: RESOLUTION SETTING THE CITY COUNCIL REGULAR MEETING  
SCHEDULE FOR THE CALENDAR YEAR 2026

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## **RECOMMENDATION:**

Adopt a resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING THE CITY COUNCIL REGULAR MEETING SCHEDULE FOR THE CALENDAR YEAR 2026."

## **BACKGROUND/ANALYSIS:**

Palm Desert Municipal Code Section 2.36.020 authorizes the City Council to adopt a resolution to establish the dates and times for its regular meetings. Staff is seeking City Council confirmation of the 2026 meeting schedule so that staff may proceed with developing the schedule of public hearings and provide ample notice to the public. Additionally, adopting the schedule at this time allows the meeting dates to be incorporated into the City's annual calendar and other publications prepared well in advance of the new year.

## **Proposed Cancelled Meetings**

Consistent with past practice, staff recommends canceling or rescheduling meetings that conflict with holidays or annual conferences attended by Councilmembers.

Specifically, staff proposes canceling:

- The second meeting in July and the first meeting in August for the traditional summer recess.
- The meeting that coincides with the Thanksgiving holiday.
- The second December meeting due to winter holidays.

## **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. Draft Resolution



RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, SETTING THE CITY COUNCIL REGULAR MEETING SCHEDULE FOR THE CALENDAR YEAR 2026

WHEREAS, pursuant to Palm Desert Municipal Code Section 2.36.020, the City Council regular meetings are generally held on the second and fourth Thursday of each month, except as otherwise set by City Council resolution; and

WHEREAS, the City Council desires to confirm its meeting schedule for 2026 as the second and fourth Thursday of each month unless otherwise rescheduled or canceled.

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. Regular meetings of the City Council shall be held in the Council Chamber, located at 73-510 Fred Waring Drive, Palm Desert, California, on the second and fourth Thursday of each month at the hour of 4:00 p.m. When a regular meeting falls on a legal holiday, the meeting shall be held on the following day unless otherwise determined by the City Council at a regular meeting.

SECTION 3. Regular meetings of the City Council acting as the governing boards of the Successor Agency to the Palm Desert Redevelopment Agency, the Palm Desert Housing Authority, the Palm Desert Financing Authority, and/or the Palm Desert Library Board of Trustees shall be held in the Council Chamber, located at 73-510 Fred Waring Drive, Palm Desert, California, concurrently with the regular City Council meeting.

SECTION 4. Closed sessions of the City Council and/or the governing boards as provided in this Resolution may be conducted prior to the 4:00 p.m. business portion of regular meetings and as noticed from time to time on the agenda for such meetings. The time scheduled will depend upon the number of items to be considered and the complexity of the issues to be discussed. If necessary, closed sessions not completed prior to the business portion of the meeting may be considered at the conclusion of the business portion of the meeting or as otherwise determined by the City Council.

SECTION 5. The City Council has canceled and/or rescheduled certain meetings as outlined in **Exhibit A** attached hereto 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

## EXHIBIT A

**City of Palm Desert  
2026 City Council Meeting Dates**

The City Council meetings are typically held on the second and fourth Thursday of each month at 4:00 p.m. in the Council Chamber, located at 73-510 Fred Waring Drive, Palm Desert, California. This schedule is subject to change.

MEETING DATES	NOTES
Thursday, January 8, 2026	
Thursday, January 22, 2026	
Thursday, February 12, 2026	
Thursday, February 26, 2026	
Thursday, March 12, 2026	
Thursday, March 26, 2026	
Thursday, April 9, 2026	
Thursday, April 23, 2026	
Thursday, May 14, 2026	
Thursday, May 28, 2026	
Thursday, June 11, 2026	
Thursday, June 25, 2026	
Thursday, July 9, 2026	
Thursday, July 23, 2026	Cancel (Summer Recess)
Thursday, August 6, 2026	Cancel (Summer Recess)
Thursday, August 20, 2026	
Thursday, September 10, 2026	
Thursday, September 24, 2026	
Thursday, October 8, 2026	
Thursday, October 22, 2026	
Thursday, November 12, 2026	
Thursday, November 26, 2026	Cancel (Thanksgiving Holiday)
Thursday, December 10, 2026	
Thursday, December 24, 2026	Cancel (Winter Holiday)
Thursday, January 14, 2027	

Approved by the City Council on \_\_/\_\_/2025



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: June 12, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: CORRECTION TO APPOINTMENT TERM FOR THE JOSLYN COVE  
SENIOR CENTER BOARD

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## **RECOMMENDATION:**

Approve a correction to the term of appointment for Janet Davidson to the Joslyn Cove Senior Center Board, establishing the term as July 1, 2025, through June 30, 2027, in accordance with the Joslyn Center's bylaws.

## **BACKGROUND/ANALYSIS:**

On June 12, 2025, the City Council approved the appointment of Janet Davidson to the Joslyn Cove Senior Center Board for a term ending June 30, 2029. However, subsequent review of the Joslyn Center's bylaws confirmed that board members are appointed to two-year terms and may serve no more than three consecutive terms (not to exceed six years in total).

Accordingly, to ensure compliance with the bylaws, Ms. Davidson's appointment term should be corrected to reflect a two-year term from July 1, 2025, through June 30, 2027.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no financial impact associated with this action.



# CITY OF PALM DESERT STAFF REPORT

MEETING DATE: July 10, 2025

PREPARED BY: Neal Ennis, Project Manager  
Shawn Muir, Community Services Manager

SUBJECT: REJECT ALL BIDS FOR CAHUILLA HILLS PARK AND TRAILHEAD ADA IMPROVEMENTS AND AUTHORIZE STAFF TO READVERTISE FOR BID, PROJECT NO. MPK00005

## **RECOMMENDATION:**

1. Reject all bids submitted for the Cahuilla Hills Park and Trailhead ADA Improvements.
2. Authorize staff to re-bid the project with revisions to contractor license requirements.

## **BACKGROUND/ANALYSIS:**

On May 1, 2025, the City issued an invitation for bids through OpenGov for construction improvements at the Cahuilla Hills Park. The project involves renovations of the existing park by constructing an ADA-compliant parking area, sidewalk, and trailhead path to improve accessibility and enhance visitor experience.

## **Request for Bids:**

The project was advertised via the City's bid portal, OpenGov, (Project ID# 2024-IFB-150), and nine bids were received on June 18, 2025:

Contractor	Location	Base Bid	License Classification
Urban Habitat	Palm Desert, CA	\$1,120,589.25	A, C27
Jacobsson Engineering Construction, Inc.	Palm Desert, CA	\$1,374,143.00	A, B
Van Engineering, Inc.	Wildomar, CA	\$1,386,610.00	A
DEARK E&C, Inc.	Fullerton, CA	\$1,456,587.50	A, B
Three Peaks Corp	Calimesa, CA	\$1,473,636.00	A, B, C10
PUB Construction, Inc.	Diamond Bar, CA	\$1,648,608.38	A, B, C33
R2B Engineering	Laguna Hills, CA	\$1,658,505.90	A, B
M. Brey Inc. dba MBE Construction	Beaumont, CA	\$2,000,215.79	A, B, C10
C.S. Legacy Construction, Inc.	Walnut, CA	\$2,662,001.72	A, B, C27

The bid package specified a required license classification of 'B' (General Building Contractor) as issued by the Contractors State License Board. The apparent low bidder did not possess this license classification and was therefore deemed non-responsive. Based on the recent bid results and feedback from contractors who declined to bid due to the license requirement, staff recommends rejecting all bids and modifying the license requirement to include the 'A' (General Engineering Contractor) classification. This classification is sufficient for the scope of work and is expected to broaden the pool of eligible bidders and potentially reduce construction costs.

If approved, staff will re-bid with this modification.

**Legal Review:**

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

**FINANCIAL IMPACT:**

Rejecting all bids and rebidding is expected to result in reduced costs for the City of more than \$250,000. Funds for this project are budgeted in the Capital Improvement Fund (Fund 400) and Community Development Block Grant (Fund 220). There is no impact on the General Fund.

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Ivan Tenorio, Homeless and Supportive Services Manager

SUBJECT: RESOLUTION REAFFIRMING PARTICIPATION IN THE PERMENENT  
LOCAL HOUSING ALLOCATION PROGRAM

---

## **RECOMMENDATION:**

1. Adopt a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, REAUTHORIZING PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM AND SUPERSEDING RESOLUTION NO. 2020-49."
2. Authorize the City Manager, or their designee, to execute all documents required or deemed necessary or appropriate by the California Department of Housing and Community Development (HCD) for the continued administration of PLHA funds, including but not limited to funding agreements, amendments, and reporting documents;

## **BACKGROUND/ANALYSIS:**

In 2020, the City Council adopted Resolution No. 2020-49 to authorize participation in the State of California's Permanent Local Housing Allocation (PLHA) Program. The program was established under Senate Bill 2 (2017) and is administered by the California Department of Housing and Community Development (HCD). That resolution designated the then-City Manager to execute PLHA applications, funding agreements, amendments, and other related documents on behalf of the City.

Since adoption, the City has successfully applied for, received, and expended several years of PLHA funding under the original resolution. Due to a change in City Manager, HCD has requested an updated resolution that reflects the City's current administrative structure and confirms the authority of the City Manager, or their designee, to continue overseeing the administration of PLHA funds.

The draft resolution includes language authorizing the City Manager, or their designee, to execute PLHA-related documents. This approach avoids the need to name a specific individual, providing flexibility in case of future staffing changes and ensuring continuity in program administration without requiring additional Council action.

The resolution reaffirms the City's participation in the PLHA Program and supersedes Resolution No. 2020-49 to ensure clarity going forward. Adoption of this resolution will maintain compliance with HCD requirements and ensure the timely receipt of the City's final-year allocation under the current five-year PLHA funding cycle.

**FINANCIAL IMPACT:**

There is no fiscal impact associated with this action. This resolution does not amend existing funding awards or authorize any new spending. It is an administrative update only.

**ATTACHMENTS:**

1. Draft Resolution
2. Resolution No. 2020-49

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, REAUTHORIZING PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM AND SUPERSEDING RESOLUTION NO. 2020-49

WHEREAS, the Permanent Local Housing Allocation (PLHA) Program was established by the State of California through the 2017 Building Homes and Jobs Act (SB 2) and is administered by the Department of Housing and Community Development (Department) to provide funding to local governments for housing-related activities; and

WHEREAS, the City of Palm Desert is an eligible local government under the PLHA Program and has previously applied for, received, and expended funds in accordance with applicable laws and program guidelines; and

WHEREAS, the City Council previously adopted Resolution No. 2020-49, authorizing the then-City Manager to execute all documents related to the PLHA Program on behalf of the City; and

WHEREAS, the Department has advised that an updated resolution is needed to reflect the City's current administrative structure due to a change in City Manager; and

WHEREAS, the City Council wishes to reaffirm its participation in the PLHA Program and ensure that authorized signatory authority is current and flexible going forward.

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 reaffirms its participation in the PLHA Program and authorizes continued administration of awarded PLHA funds in accordance with all applicable state and federal statutes, rules, regulations, program guidelines, and funding agreements.

SECTION 3. The City of Palm Desert certifies that it will use PLHA funds solely for eligible activities as approved by the Department and consistent with all program requirements.

SECTION 4. The City of Palm Desert further certifies that it may subgrant some or all of the PLHA funds to eligible subrecipients through a publicly accessible and conflict-free selection process, if applicable.

SECTION 5. The City Manager, or their designee, is hereby authorized to execute, on behalf of the City, all documents required or deemed necessary or appropriate by the Department for continued administration of PLHA funds, including but not limited to funding agreements, amendments, and reporting documents.

SECTION 6. This Resolution supersedes Resolution No. 2020-49 and any other prior resolutions to the extent they conflict with the authorization contained herein.

ADOPTED ON \_\_\_\_\_, 2025.

---

Jan Harnik  
MAYOR

ATTEST:

---

ANTHONY J. MEJIA  
CITY CLERK

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

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

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK



**RESOLUTION NO. 2020-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT  
WHEREIN THE CITY COUNCIL HEREBY AUTHORIZES THE SUBMITTAL OF  
AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT FOR THE PERMANENT LOCAL HOUSING  
ALLOCATION PROGRAM; THE EXECUTION FOR SUCH FUNDING AND ANY  
AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY  
TO PARTICIPATE.**

A. WHEREAS, the State of California (State), Department of Housing and Community Development (Department), is authorized to provide up to \$195 million under Senate Bill 2 (SB 2) Permanent Local Housing Allocation (PLHA) Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

B. WHEREAS, on February 26, 2020, the Department issued a Notice of Funding Availability (NOFA) under the PLHA Program; and

C. WHEREAS, the City of Palm Desert (Applicant) is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation; and

D. WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA recipients; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY  
RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA (\$1,027,836) in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. *If applicable:* Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

5. *If applicable:* Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

6. *If applicable:* Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible activities and consistent with all program requirements.

7. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

8. Lauri Aylaian, City Manager, is authorized to execute the PLHA Program application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents, which are related to the program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of May 2020 by the following vote:

AYES:                **HARNIK, JONATHAN, KELLY, WEBER, and NESTANDE**

NOES:               **NONE**

ABSENT:            **NONE**

ABSTAIN:           **NONE**

  
GINA NESTANDE, MAYOR

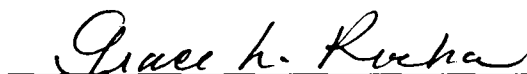
SIGNATURE OF APPROVING OFFICER:

  
LAURI AYLAIAN, CITY MANAGER

**CERTIFICATE OF THE ATTESTING OFFICER**

The undersigned, Grace L. Rocha, does hereby attest and certify that the [foregoing / attached] Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Palm Desert, which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST:

  
GRACE L. ROCHA, ACTING CITY CLERK  
CITY OF PALM DESERT, CALIFORNIA

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Ivan Tenorio, Homeless and Supportive Services Manager

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS FOR THE CV HOUSING FIRST PROGRAM, AND AUTHORIZE PAYMENT FOR FISCAL YEAR 2025-2026

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## **RECOMMENDATION:**

1. Approve a Memorandum of Understanding (MOU) with Coachella Valley Association of Governments (CVAG) for the CV Housing First Program not to exceed \$125,000 in FY 2025-2026.
2. Authorize the City Attorney to make any necessary nonmonetary changes to the MOU.
3. Authorize the Director of Finance to appropriate and disburse funds as necessary to implement the MOU.
4. Authorize the City Manager to execute the MOU.

## **BACKGROUND/ANALYSIS:**

The City of Palm Desert has participated in CVAG's CV Housing First program for the last four years as part of its ongoing commitment to regional strategies that address chronic homelessness. The program focuses on housing the "CV 200," a by-name list of the 200 most vulnerable, chronically unsheltered individuals across the Coachella Valley many of whom have high service needs, frequent law enforcement contact, and long-term barriers to housing.

Each year, CVAG works with member jurisdictions, law enforcement, and code enforcement teams to update the CV 200 list. Participating cities are assigned a subset of individuals for whom outreach and housing efforts are prioritized.

When the by-name list was first developed, CVAG worked with cities to allocate the 200 slots based on local need and outreach capacity, rather than dividing them evenly. Some cities were assigned fewer slots, while others such as Palm Desert were assigned more due to higher concentrations of unsheltered individuals. Palm Desert's allotment of 30 slots has remained consistent each year and serves as a baseline for local outreach. As reflected in the table below, "permanently housed" refers to individuals from Palm Desert's CV 200 allotment who have successfully exited homelessness into stable, long-term housing. This may occur through various pathways, including placement with a county-issued housing voucher, reunification with family through rapid resolution efforts, or securing a non-subsidized apartment independently.

Below is a summary of the CV Housing First program accomplishments over the four years.

Calendar Year	CV 200 PD Allotment	Permanently Housed	Percentage Achieved
2021	30	10	33.33%
2022	30	5	16.67%
2023	30	5	16.67%
2024	30	9	30%
2025	30	1*	n/a

*\*2025 YTD Total*

The proposed MOU is a one-year agreement that expires June 30, 2026, unless extended, and includes a 60-day termination clause for either party. The City's \$125,000 contribution is proposed to be funded through the Permanent Local Housing Allocation (PLHA) program. A new five-year PLHA cycle (Round 6) is expected to begin later this year or in early 2026; however, the California Department of Housing and Community Development (HCD) has indicated that local allocations may decrease due to lower revenue projections. Although funding is secured for fiscal year 2025/2026, future contributions to CVAG will depend on annual allocations. Should delays or shortfalls arise, staff may recommend temporarily reallocating resources from other eligible programs to ensure continuity of service.

Participation in the CV Housing First program supports a unified, data-informed model that targets individuals with the most complex housing needs. The program reflects Palm Desert's continued role in regional housing solutions that are coordinated, outcome-driven, and focused on long-term stability.

The \$125,000 contribution represents the City's first increase in over 15 years, rising from its prior \$100,000 commitment. The increase also acknowledges the intensive staff time required to work with chronically homeless individuals, whose complex needs often demand persistent outreach and long-term engagement. Future contributions may be indexed to modest inflationary increases based on the Riverside-San Bernardino-Ontario Consumer Price Index (CPI), subject to review by the CVAG Homelessness Committee.

### **Homelessness Taskforce Recommendation**

This item was presented to the Homelessness Taskforce on July 1, 2025. The Taskforce voted to recommend approval of this item.

### **FINANCIAL IMPACT:**

Approval of the MOU commits the City to paying \$125,000 for FY 2025-2026. Funds for this purpose have been included in the FY 2025-2026 Annual Budget Request in PLHA Account Number: 2254212-4309000. There is no impact to the General Fund.

### **ATTACHMENTS:**

1. Memorandum of Understanding - CVAG
2. CV Housing First FY 24-25 Q3 Report

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE CITY OF PALM DESERT**

**AND**

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

**FOR FUNDING CV HOUSING FIRST AND ADDRESSING HOMELESSNESS**

This Memorandum of Understanding (the "Memorandum") is made by and between the CITY OF PALM DESERT and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS ("CVAG"), with respect to the following:

**WHEREAS**, the City of Palm Desert is interested in funding the provision of food, emergency shelter, and outreach to those in need and, in that regard would like to support the CVAG homelessness program; and

**WHEREAS**, the City of Palm Desert is supporting CVAG's CV Housing First program as a regional solution for homeless individuals; and

**WHEREAS**, CVAG agrees to use the City of Palm Desert funding for the CV Housing First program to provide case management and outreach services to chronically homeless individuals in the Coachella Valley for the coming years;

NOW, THEREFORE, the City of Palm Desert and CVAG agree to the following:

**1.0 TERM OF MEMORANDUM.**

The term of this Memorandum shall expire on June 30, 2026, unless earlier terminated by either party by giving written notice of termination at least sixty (60) days prior to July 1st of any fiscal year.

**2.0 OBLIGATIONS OF THE PARTIES.**

2.1 CVAG shall provide the services set forth in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Services"). CVAG shall deliver quarterly reports to the City of Palm Desert detailing the CV Housing First program metrics as set forth in Exhibit B attached hereto and incorporated by this reference ("Quarterly Reports"). CVAG shall comply with any and all federal, state, and local laws and regulations applicable to CVAG, the Scope of Services, and the use of the City of Palm Desert (as defined in Section 2.2 below) and the use of any other public moneys (collectively, the "Compliance Requirements").

2.2 The City of Palm Desert will provide financial support each fiscal year for the duration of the agreement. In Fiscal Year 2025-26, the payment shall be One Hundred Twenty-Five Thousand Dollars (\$125,000) to CVAG. Subsequent annual payments shall

incorporate an annual inflation adjustment that mirrors the one used by CVAG for its Transportation Uniform Mitigation Fee and be based on the Riverside-San Bernardino-Ontario Consumer Price Index (CPI). Such CPI will be reviewed annually by the Homelessness Committee, which will determine whether or not to apply the inflation factor.

2.3 The City of Palm Desert Funds shall be paid provided CVAG complies with its obligations under this Memorandum and provided that the Memorandum is not earlier terminated as provided for herein. The City of Palm Desert shall disburse the funds no later than 90 days after the beginning of each fiscal year. All funds shall be used by CVAG for the Scope of Services and for no other purpose. If CVAG fails to provide CV Housing First services for a fiscal year, the City of Palm Desert may withhold an installment disbursement of the Funds that have not yet been disbursed. If CVAG fails to comply with any Compliance Requirements, the City of Palm Desert may (i) withhold an installment disbursement that has not yet been disbursed, (ii) order a return to the City of Palm Desert of any portion or all City of Palm Desert Funds that were not used in compliance with this Memorandum or any other Compliance Requirements, and/or (iii) seek any other rights or remedies available at law or in equity.

### **3.0 INDEMNITY AND RELEASE.**

CVAG hereby agrees to indemnify, defend, and hold harmless the City of Palm Desert and its officers, employees, agents and independent contractors (collectively, "Indemnitees") from and against any and all of claims, causes of action, obligations, losses, liabilities, judgments, or damages, including reasonable attorneys' fees and costs of litigation ( collectively "Claims") arising out of and/or in any way relating to CVAG's activities in the performance of this Memorandum, or to CVAG's acts and/or omissions in providing or administering the same, excepting only those claims, actions, obligations, losses, liabilities, judgments, or damages arising out of the sole negligence, active negligence or willful misconduct of the City of Palm Desert.

### **4.0 CVAG INSURANCE OBLIGATIONS.**

Without limiting the indemnification provisions provided herein, CVAG, at its sole expense, shall obtain and keep in force during the term of this Memorandum and any extensions thereof, a policy or policies of general liability insurance covering all injuries to persons and damage to property occurring in, upon or about the CVAG facility(ies) resulting from any actions or omissions of CVAG or any use of the CVAG facility(ies), or the CVAG's invitees in accordance with the terms of this Memorandum. At the City of Palm Desert request, these CVAG shall submit certificates of insurance and any applicable endorsements evidencing that the foregoing policy or policies are in effect.

### **5.0 ADDITIONAL PROVISIONS.**

5.1 In all cases, the language in all parts of this Memorandum shall be construed according to its fair meaning and not strictly for or against either party, if being agreed that the parties or their agents have all participated in the preparation of this Memorandum.

5.2 This Memorandum contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties regarding the operation of CVAG's CV Housing First Program.

5.3 No termination of this Memorandum shall release either party from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Memorandum.

5.4 In the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Memorandum, the prevailing party (as determined by California law) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of suit or investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses, and costs incurred in establishing the right to indemnification).

*[signatures on next page]*

IN WITNESS WHEREOF, Coachella Valley Association of Governments and the CITY OF PALM DESERT have executed this Memorandum as evidenced by the signatures contained below:

**CITY OF PALM DESERT**

By: \_\_\_\_\_

\_\_\_\_\_

Name: Chris Esobedo

Title: Interim City Manager

Date: \_\_\_\_\_

**COACHELLA VALLEY  
ASSOCIATION OF GOVERNMENTS**

By:

Name: Tom Kirk

Title: Executive Director

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

By:

Name: Allen McMillen

Title: CVAG Contracts Analyst

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

Provide services to unhoused individuals and families in the Coachella Valley, and more specifically in the CITY OF PALM DESERT who are literally homeless by providing outreach, connections to housing solutions (including crisis stabilization housing and/or permanent solutions), rapid resolution assistance for one-time emergency needs such as move-in costs, or other supportive services and resources such as food distribution, legal services or clinics, and linkages to housing services.

## **EXHIBIT B**

### **CV Housing First Metrics and Reporting Requirements**

CVAG will also provide a quarterly report, modeled after the one attached, that provides an overview of services provided across the Coachella Valley. In addition, if requested by the City of Palm Desert, CVAG shall provide information on the following program components on a six-month basis:

- Number of unduplicated CV 200 clients from the City of Palm Desert who moved into crisis stabilization housing
- Number of permanent housing resolutions for CV 200 clients from the City of Palm Desert
- Number of contacts made with CV 200 clients in the City of Palm Desert
- Number of total outreach scheduled outings in the City of Palm Desert

## Coachella Valley Association of Governments

April 15, 2025



**Subject:** City of Palm Desert FY 24/25 Q3 Report

**Contact:** Candice Graff, Management Analyst ([cgraff@cvag.org](mailto:cgraff@cvag.org))

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### CV Housing First Clients – By the Numbers from July 1, 2024 to March 31, 2025

	Q1	Q2	Q3	Q4	TOTAL
Outreach contacts	27	16	21		64
Outreach contacts linked to other services	7	1	1		9
Outreach contacts linked to shelter	0	0	1		1
CV200 placed into Crisis Stabilization Housing	5	2	4		11
CV200 PERMANENTLY HOUSED	3	1	1		5

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# **PALM DESERT HOUSING AUTHORITY STAFF REPORT**

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MEETING DATE: July 9, 2025

PREPARED BY: Jessica Gonzales, Housing Manager

SUBJECT: AUTHORIZE REGISTRATION WITH RENTAL ASSISTANCE  
PROVIDERS AS A PAYEE FOR PALM DESERT HOUSING AUTHORITY  
RESIDENT SUPPORT

---

## **RECOMMENDATION:**

1. Authorize staff to register the Palm Desert Housing Authority as a payee/vendor with local and regional rental assistance providers to facilitate receipt of rental assistance funds on behalf of eligible residents.
2. Authorize the Executive Director to approve registration with any additional nonprofit and government-based service providers.

## **BACKGROUND/ANALYSIS:**

In recent years, the Palm Desert Housing Authority (Housing Authority) has worked with several local and regional organizations that provide financial assistance to low-income households for rent payments and move-in costs. These programs help support housing stability, prevent displacement, and reduce vacancy loss at Housing Authority-owned affordable housing communities.

Up until now, rental assistance providers have only required confirmation from the property management. The criteria for residents to receive support from these organizations have recently changed. To streamline the assistance process and allow these organizations to remit funds directly to the Housing Authority on behalf of approved, qualifying residents, the Housing Authority must now register as a payee/vendor with the respective organizations. Typical registration requirements include submission of:

- A completed W-9 Form
- A vendor setup form
- Remittance/payment instructions

Organizations providing this support include those set forth in the table below, and any additional nonprofit and government-based service providers that may be approved by the Executive Director.

<b>Organization</b>	<b>Eligibility Highlights</b>	<b>Types of Assistance Offered</b>
Jewish Family Services	Low-income households; varies by funding availability	Past due rent, Security deposit, First month's rent, May assist with utilities
Riverside County Department of Public Social Services- Adult Protective Services	Must be 60 years or older or a dependent adult	Past due rent, Move-in assistance (security deposit or first month's rent), Limited to at-risk seniors
Catholic Charities	Income-eligible families and individuals in crisis	Rental arrears, Security deposit, Possibly utility support, Case-by-case basis
Inland Empire Health Plan (IEHP)	Must be a current IEHP member	Partial rent support (e.g., half of amount due), Move-in costs (typically either first month or deposit)

Staff is requesting authorization to register the Housing Authority as a payee and to complete documentation for payment acceptance with each of the organizations. This will allow staff to move forward with the necessary registrations and efficiently support qualifying residents.

In addition, Staff is requesting authorization for the Executive Director to evaluate and approve registration of the Housing Authority with similar additional nonprofit and government-based service providers.

**Legal Review:**

This report has been reviewed by the Housing Authority's Special Legal Counsel.

**Appointed Body Recommendation:**

The Housing Commission will review this recommendation at its regular meeting on July 9, 2025. Upon request, a verbal report will be provided.

**FINANCIAL IMPACT:**

There is no impact on the General Fund with this action.

# **PALM DESERT HOUSING AUTHORITY STAFF REPORT**

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MEETING DATE: July 10, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: AUTHORIZATION TO INCREASE FY 2024/25 POOL AND SPA  
ADDITIONAL SERVICES WITH SERVICE FIRST, LLC

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## **RECOMMENDATION:**

Authorize an increase of \$6,581.00 to the not-to-exceed amount for additional services for pool and spa repairs with Service First, LLC, for fiscal year 2024/25.

## **BACKGROUND/ANALYSIS:**

On December 30, 2024, Service First completed a five-year contract to provide pool and spa maintenance and repair services for Palm Desert Housing Authority (Housing Authority) properties. The contract authorized an annual maintenance amount of \$138,573.11 and included an allowance of up to \$50,000 per year for additional services, which covered non-routine repairs, parts, and emergency responses beyond standard maintenance.

The Service First contract operated on a calendar year basis, beginning January 1st, which does not align with the Housing Authority's fiscal year. During a recent internal review, it was identified that in Fiscal Year 2024/25, expenditures for additional services exceeded the authorized amount by \$6,581.00. However, in Fiscal Year 2023/24, nearly \$9,896.00 in the additional services budget remained unspent.

This discrepancy is due to several invoices related to additional services performed near the end of Fiscal Year 2023/24 being incorrectly posted to Fiscal Year 2024/25 rather than FY 2023/24. As a result, the current fiscal year reflects an overage that would not have occurred had the invoices been posted in the correct fiscal year.

To resolve this issue and ensure all valid expenses are covered, staff is requesting authorization to increase the FY 2024/25 allowance for additional services by \$6,581.00 for an aggregate amount of \$56,581.00.

## **Legal Review:**

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

## **Appointed Body Recommendation:**

The Housing Commission has reviewed this recommendation at its regular meeting on July 9, 2025. Upon request, a verbal report will be provided.

**FINANCIAL IMPACT:**

The financial impact is to increase the additional services amount by \$6,581.00 for the current fiscal year. Authorization does not require appropriation and there is no financial impact on the City's General Fund.

## CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Mariela Salazar, Management Analyst  
Martin Alvarez, Director of Economic Development

SUBJECT: RESOLUTION DECLARING CITY OWNED PROPERTY LOCATED ON PORTOLA AVENUE NORTH OF HAYSTACK, APN 630-250-052, AS SURPLUS LAND UNDER THE GOVERNMENT CODE SECTION 54221 AND CATAGORICALLY EXEMPT FROM CEQA

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### **RECOMMENDATION:**

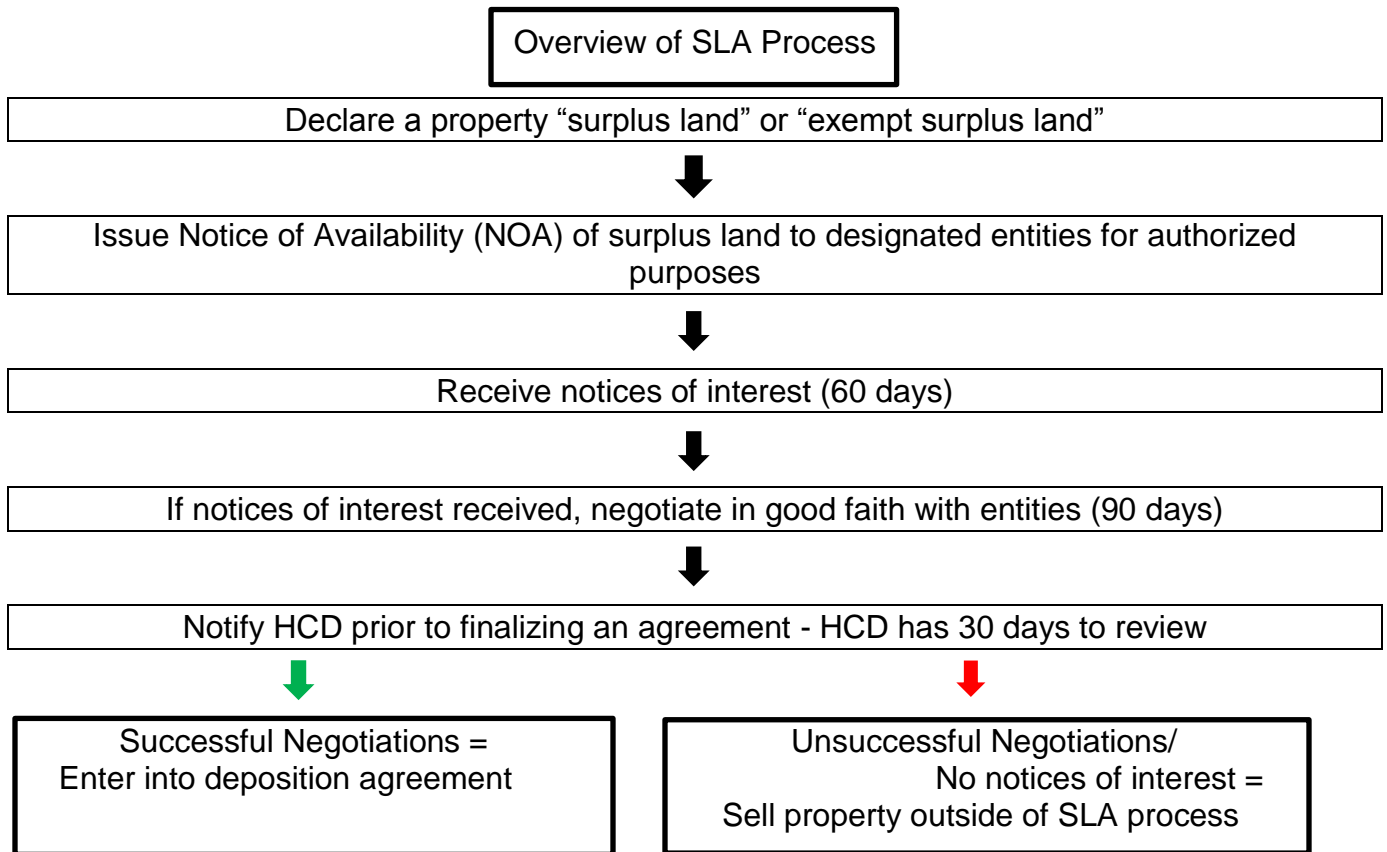
Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF PALM DESERT LOCATED AT 47501 PORTOLA AVENUE (PORTION OF APN 630-250-052) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS." This action declares approximately 0.95 acres of city-owned property located on Portola Avenue, north of Haystack Road (APN 630-250-052), as surplus land in accordance with the California Surplus Land Act (SLA) while retaining approximately 0.33 acres for City use.

### **BACKGROUND/ANALYSIS:**

The parcel (APN 620-250-052) is City-owned and totals approximately 1.28 acres. Currently, the City intends to retain approximately 0.33 acres for potential future use. The remaining 0.95 acres are not needed for current or foreseeable municipal purposes, and it is proposed to be declared surplus.

The property is currently designated "Golf Course & Resort Neighborhood" in the General Plan and zoned as Open Space (OS). Any future development would need at least a Precise Plan approval, must follow the OS standards in Palm Desert Municipal Code Chapter 25.22, and go through environmental review. If a proposed use doesn't match the current General Plan or zoning, changes to those designations may be required.

In compliance with the Surplus Land Act (SLA), the 0.95-acre portion of the property has completed the required Notice of Availability and 60-day proposal period. As no qualifying proposals were received within the statutory timeframes, the City has fulfilled all SLA obligations and may now proceed with the sale of the property on the open market in accordance with applicable law.



Once the SLA process is concluded, the City is authorized to make the 0.95-acre surplus portion available for sale on the open market and to be sold at the fair market value (FMV).

**Environment Review:**

Pursuant to the California Environmental Quality Act (CEQA), the sale of surplus property is categorically exempt under section 15312 (Surplus Government Property Sales), Class 12, as the property does not have significant value as a habitat for endangered, rare, or threatened species, the property is of such size, shape or inaccessibility that it is incapable of independent development or use, and the sale will not result in any physical changes to the environment at this stage. Any future development of the property by a purchaser will be subject to separate CEQA review by the appropriate lead agency at that time.

**FINANCIAL IMPACT:**

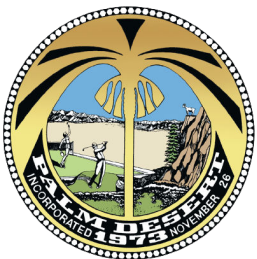
Proceeds generated from the sale of the 0.95-acre portion of the property will be deposited into the City's General Fund, with a designated percentage allocated to the Economic Development Fund. These funds may be utilized to support priority capital improvement projects or other initiatives identified by the City.

**ATTACHMENTS:**



1. Resolution declaring portion of APN 630-250-052 as Surplus Land
2. Property map highlighting retained and surplus portions

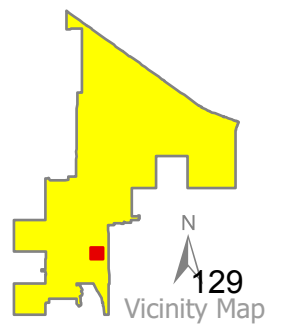
3. Property Notice of Availability



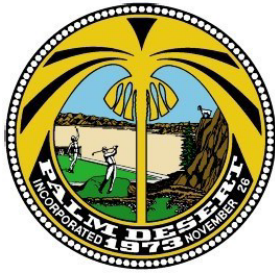


**APN: 630-250-052**

-  City Owned
-  SLA







# CITY OF PALM DESERT

73-510 FRED WARING DRIVE  
PALM DESERT, CALIFORNIA 92260-2578  
TEL: 760 346-0611  
FAX: 760-341-7098  
[INFO@CITYOFPALMDESERT.ORG](mailto:INFO@CITYOFPALMDESERT.ORG)

March 12, 2025

To All Interested Parties:

**RE: Notice of Availability/Offer to Sell Surplus Property Pursuant to the Surplus Land Act (California Government Code Sections 54220-54234)**

As required by Government Code Section 54220, the City of Palm Desert is providing notification that the City intends to sell the surplus properties with APN 630-250-052 in the City of Palm Desert and described in the accompanying table.

In accordance with Government Code Section 54222, you have sixty (60) days from the date this offer was sent via certified mail or electronic mail to notify the City, in writing, of your interest in acquiring the property. However, this offer shall not obligate the City to sell the property to you. Instead, the City will enter into at least ninety (90) days of good faith negotiations with you and other interested entities pursuant to Government Code Section 54223. If no agreement is reached on sales price and terms the City may market the property to the general public.

As required by Government Code Section 54227, if the City receives more than one letter of interest during this 60-day period, it will give first priority to entities proposing to develop housing where at least 25 percent of the units will be affordable to lower income households. If more than one such proposal is received, priority will be given to the proposal with the greatest number of affordable units. If more than one proposal specifies the same number of affordable units, priority will be given to the proposal that has the lowest average affordability level.

In the event your agency or company is interested in purchasing the property, you must notify the City in writing within sixty (60) days of the date this notice was sent via certified mail or electronic mail. If you are no longer interested in the properties, we kindly request that you inform us within the sixty (60) day period. Notice of your interest in acquiring the property shall be delivered to Mariela Salazar, Management Analyst, at 73-510 Fred Waring Drive, Palm Desert, CA 92260. You may also direct your questions to [surpluslandact@palmdesert.gov](mailto:surpluslandact@palmdesert.gov).

The NOA and answers to questions from potential respondents will be posted in the "Surplus Land" section at [EngagePalmDesert.com](http://EngagePalmDesert.com). It is recommended that you check the website for periodic updates.

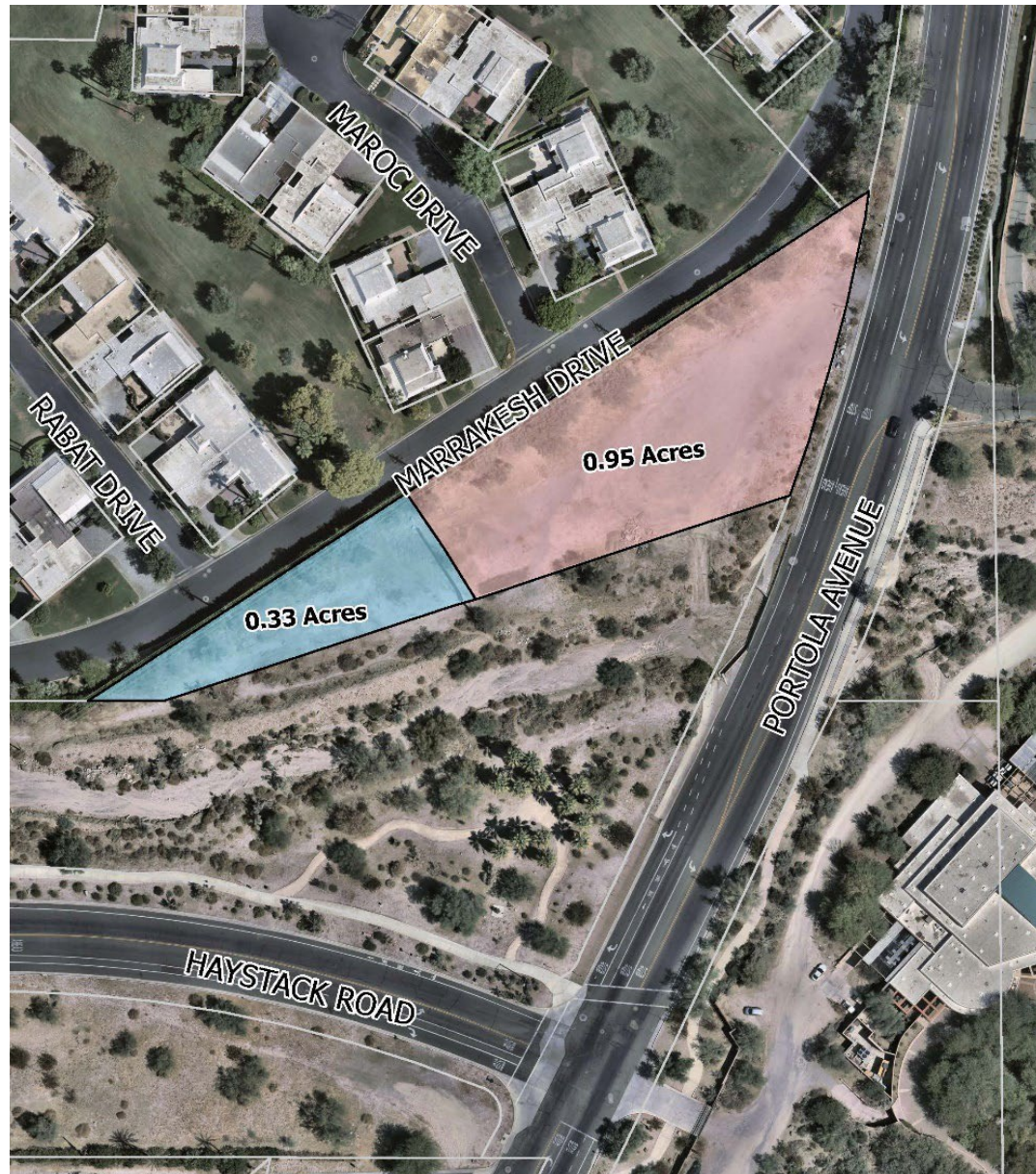
Entities proposing to submit a letter of interest are advised to review the requirements set forth in the Surplus Land Act (Government Code Section 54220-54234).

- ATTACHMENTS:
1. Notice of Availability Table (Exhibit A)
  2. Aerial map of above-listed property (Exhibit B)

**EXHIBIT A**  
**CITY OF PALM DESERT NOTICE OF AVAILABILITY TABLE**  
**APNs – 630-250-052**

						Acessors Parcel Number
Jurisdiction Name	Jurisdiction Type	Street Address	City	Zip Code	County	
City of Palm Desert	City	Marrakesh Drive	Palm Desert	92260	Riverside	630-250-052
Zoning Designation (Current)	Parcel Size (gross acres)	Existing Use/Vacancy	Minimum Sales Price	Last Appraised Value	Last Appraised Date	
Vacant Residential Lot (BM3)	0.95	Vacant Land/Empty Lot	Fair Market Value	\$210,000	2/6/2025	

Aerial Map  
APN 630-250-052





RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT REAL PROPERTY OWNED BY THE CITY OF PALM DESERT LOCATED AT 47501 PORTOLA AVENUE (PORTION OF APN 630-250-052) IS SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE, FINDING THAT SUCH DECLARATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, the City of Palm Desert ("City") is the owner in fee simple of that certain real property located at 47501 Portola Avenue in the City of Palm Desert, County of Riverside, State of California comprising a 0.95 acre portion of Assessor's Parcel Number 630-250-052 as further depicted in Exhibit A-1, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, under the Surplus Land Act, Government Code Section 54220 *et seq.* ("Act"), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City's use. The land must be declared either surplus land or exempt surplus land; and

WHEREAS, under the Act, land is necessary for the City's use if the land is being used, or is planned to be used pursuant to a written plan adopted by the City Council, for City work or operations; and

WHEREAS, the City has determined that the land is not being used, nor is it planned to be used pursuant to a written plan adopted by the City Council, for City work or operations; and

WHEREAS, the Property is approximately 0.95 acres in size, is vacant, undeveloped land, and is not currently being used by the City; and

WHEREAS, the City Council desires to declare that the Property is surplus land and not necessary for the City's use; and

WHEREAS, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability ("Notice of Availability") of the Property to certain entities designated as recipients of the Notice of Availability ("Designated Entities"); and

WHEREAS, the staff report presented to the City Council together with this Resolution contains the factual background and supporting information upon which the declaration and findings set forth herein are based;

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

SECTION 1. The above recitals are true and correct and are incorporated as a substantive part of this Resolution.

SECTION 2. The City Council finds that the Property is not necessary for the City's use.

SECTION 3. The City Council hereby declares that the Property is surplus land pursuant to Government Code Section 54221(b)(1), and will be disposed of in accordance with the Act.

SECTION 4. The City Council directs the City Manager, or his designee, to issue a Notice of Availability to the Designated Entities in accordance with the Act.

SECTION 5. Pursuant to the California Environmental Quality Act (CEQA), the sale of surplus property is categorically exempt under section 15312 (Surplus Government Property Sales), Class 12, as the property does not have significant value as a habitat for endangered, rare, or threatened species, the property is of such size, shape or inaccessibility that it is incapable of independent development or use, and the sale will not result in any physical changes to the environment at this stage. Any future development of the property by a purchaser will be subject to separate CEQA review by the appropriate lead agency at that time.

SECTION 6. The City Clerk of the City of Palm Desert is directed to file a Notice of Exemption pursuant to CEQA Guidelines Section 15062.

SECTION 7. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed. Such actions include issuing a Notice of Availability and negotiating in good faith in accordance with the requirements of the Act with any of the Designated Entities that submit a written notice of interest to purchase the Property in compliance with the Act.

SECTION 8. The City Clerk of the City of Palm Desert shall certify to the passage, approval and adoption of this resolution, and the City Clerk of the City of Palm Desert shall cause this Resolution and the City Clerk's certification to be entered in the File of Resolutions of the Council of this City.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN HARNICK  
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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK



## EXHIBIT A-1

### THE PROPERTY

The Property comprises the 0.95 acre portion of APN 630-250-052 highlighted in red below.



**APN: 630-250-052**

-  City Owned
-  SLA



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Kalaina Perez, Management Analyst

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH HOLISTIC SYSTEM INTEGRATION SOLUTIONS FOR SUPPLEMENTAL STAFFING AND PROCESS IMPROVEMENT FOR LAND MANAGEMENT AND PERMIT CENTER OPERATIONS.

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## **RECOMMENDATION:**

1. Approve a Professional Services Agreement with Holistic System Integration Solutions for on-call supplemental staffing services, for an amount not to exceed \$192,000 for Fiscal Year 2025-26.
2. Authorize the City Attorney to make any non-monetary changes to the agreement.
3. Authorize the City Manager or designee to execute any change orders or amendments, including extensions of the agreement, provided such actions remain within the approved amount.

## **BACKGROUND/ANALYSIS:**

The City is currently in the process of developing a new land management system, with implementation scheduled for FY 2025-26. As the Development Services Department prepares for this transition, continued specialized support is necessary to manage daily operations, improve internal processes, and ensure smooth implementation.

Holistic was first engaged by the City in June of 2023 and has provided continuous support since then. Approximately, \$16,000 was expended in FY 2022-23, followed by \$104,000 in FY 2023-24, and an estimated \$190,750 in FY 2024-25 through June. Over this period, the consultant has played a key role in refining permitting procedures, supporting day-to-day operations at the Development Services Center, and advancing customer initiatives that have improved overall efficiency and responsiveness to the public. These efforts have reduced administrative processing and helped enable next-day building inspections.

In addition, the consultant has contributed significantly to enhancing the City's land development processes, focusing on improving internal workflows, interdepartmental coordination, and expanding the City's online service capabilities.

### Summary of Consultant Contributions:

- Implemented online inspection scheduling and improved the online permit application submittal process.
- Improved tracking systems for land development applications.
- Streamlined application review workflows to support better performance metrics.

- Enabled online resubmittals and electronic return of red lines and comments via the City's portal, eTRAKiT.
- Strengthened cross-departmental review coordination and reduced processing timelines.
- Supported a more transparent and efficient development review process.

Ongoing support from the consultant will be essential during the rollout of the new land management system and the upcoming launch of the business license component. Holistic was previously engaged under an on-call, not-to-exceed contract. While this contract amount was included in the approved Development Services budget for this fiscal year, it is being brought to City Council for formal approval due to the overall contract value. Continued partnership will help ensure consistency during this transitional period and minimize disruption to public-facing services.

**FINANCIAL IMPACT:**

Funding for this contract has been included in the Fiscal Year 2025-26 budget under Account No. 1104421-4309000. Therefore, there is no additional impact to the City's General Fund.

**ATTACHMENTS:**

1. Draft Professional Services Agreement
2. Holistic Fee Proposal

**CITY OF PALM DESERT  
PROFESSIONAL SERVICES AGREEMENT**

**1. Parties and Date.** This Agreement is made and entered into this **10th** day of **July, 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 **ANGELICA M ZARCO, a Sole Proprietorship dba as Holistic System Integration Solutions**, with its principal place of business at **P.O. BOX 6313, La Quinta, CA 92248**, ("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:

**Supplemental Staffing for Development Services**  
(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 July 1, 2025, to June 30, 2026, 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: **Angelica Zarco, President**.

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

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

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

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

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

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

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

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

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

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

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

### 3.2.11 Insurance.

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

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

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

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the

effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

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

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

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

(F) Fidelity Coverage. Reserved

(G) Cyber Liability Insurance. Reserved

- (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 HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000)** without written approval of the City Council or City Manager, as applicable.

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

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

3.3.4 Travel Expenses. In accordance with Government Code section 53232.2(c),

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

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

### **3.4 Labor Code Requirements.**

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

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

**3.4.3 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance

in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

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

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

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

3.6.1.2 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:** HOLISTIC SYSTEM INTEGRATION SOLUTIONS  
P.O. BOX 6313  
LA QUINTA, CA 92248  
ATTN: **ANGELICA ZARCO**

**City:** City of Palm Desert  
 73-510 Fred Waring Drive  
 Palm Desert, CA 92260-2578  
 ATTN: **ROSIE LUA, DEVELOPMENT SERVICES**

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 HOLISTIC SYSTEM INTEGRATION SOLUTIONS**

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**

**HOLISTIC SYSTEM INTEGRATION SOLUTIONS,  
A SOLE PROPRIETORSHIP**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_  
Angelica M Zarco  
President

Attest:

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

**EXHIBIT “A”**

**SCOPE OF SERVICES, SCHEDULE OF SERVICES, AND COMPENSATION**

(ATTACHED ON NEXT PAGE)

DRAFT



**JUNE 30, 2025**

## **PROPOSAL FOR SERVICES**

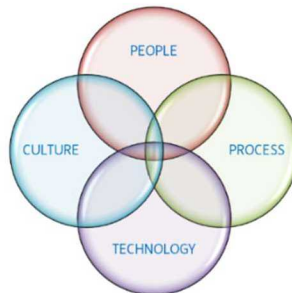
### **OVERVIEW**

The City of Palm Desert seeks to engage consulting services to supplement staff resources for the City's Development Services Center. Desired services to be provided may include, but are not limited to, configuration enhancements to their existing TRAKiT permitting system, Bluebeam electronic plan review, business process Improvements and relative training as well as implementation consulting services for their future Clariti land development software system.

In order to achieve streamlined business processing and system goals, while pursuing future system implementation, the City of Palm Desert desires to partner with a consultant that possesses intricate knowledge of land development business process/best practices and various land management software systems.

Our in-depth understanding of Development Services, municipal land development processes and proven system implementation/integration experience, paired with the City's desire to expand current business process and system effectiveness while successfully achieving future system implementation, ensures a seamless collaboration.

Holistic System Integration Solutions has developed solutions that utilize a holistic approach to system design and integration by balancing four major elements that are key to successful system implementation – People, Culture, Process, and Technology. This approach delivers system integration on a global scale while taking-into-account and minimizing adverse impacts to the organization.



### **Execution Strategy**

Our success is attributed to an execution strategy that incorporates the Lean Six Sigma, DMAIC (Define, Measure, Analyze, Improve, Control) method to software implementation/integration. The DMAIC approach allows us to continually identify and apply improvements to business processes through software system design that result in enhanced system performance.

Change management strategies have been built into our programs to assist with the least impactful introduction of end-users to the TRAKiT environment. This approach is imperative to organizational health.

## Scope Outline

- Provide supplemental staffing to the City's Development Services Center
- Develop, standardize and implement streamlining opportunities, standard operating procedures and City policy for improved customer service
- Develop and implement process/project action teams to achieve project goals
- Business process enhancements/standardization, configuration and training of TRAKiT/Community Development and eTRAKiT software systems
- Business process enhancements/standardization, configuration, and training of Bluebeam electronic plan review.
- Consultation and coordination (as needed) of City's ARCGis system
- Clariti Land Management Software implementation assistance for Land Development
- Permit Technician Counter Support (as needed)

## Resources

In order to meet project objectives, the City will make available the following resources:

- Remote access to relevant software systems test and live environments.
- Dedicated profile for relevant systems with administrative permissions to test and live environments
- Ability to configure in test and live environments with Administrative level permissions
- Current User and Admin Guides for configuration of all relevant software systems
- Ability to communicate with end-users for revolving feedback of system performance, as needed
- Access to:
  - Access to software systems Technical Support team to communicate system needs, create tickets and assign tasks, as needed
  - City's IT staff to coordinate system upgrades, integrations, etc... (as needed)
  - City's SQL/Crystal/Cognos Report Writing Specialist/Consultant (if available) with ability to coordinate and assign tasks, as needed
  - City's GIS Specialist/Consultant (if available) with ability to coordinate and assign tasks, as needed
- Other resources may be identified in order to meet project objectives

The following materials shall be made available during the on-site visit:

Materials to be supplied by the City of Palm Desert
Conference room to conduct group meetings with large monitor and white board for process mapping
Internet access
Temporary workstation
Access to on-site color printer
Other materials as requested in order to meet project objectives

## HOLISTIC RATES

Cost of Services/Hour	Cost
Principal Consultant	\$125/hr.
<b>Total Project Cost</b>	
<b>NOT TO EXCEED 1,536 HOURS @ \$125 Hr. (Per fiscal year)</b>	<b>\$192,000</b>
<b>Reimbursable Expenses</b>	<b>Billing</b>
Printing, Reproduction, Scanning, etc.	Direct Cost plus 10%
<b>Sub-Consultant Fees (If needed)</b>	<b>To be contracted separately</b>

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services are identified before a contract is executed. Should additional services, such as re-configuration of application types, inspections or other system needs be identified throughout the duration of this project in order to achieve project goals, services will be outlined and costed under separate proposal for services.

## CONCLUSION

We look forward to working with the City of Palm Desert to provide supplemental staff support services for the Development Services Center. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective integrated support solution.

If you have questions on this proposal, feel free to contact Angelica Zarco at your convenience by email at [azarco@holisticsystemint.com](mailto:azarco@holisticsystemint.com) or by phone at (760)861-6532. We will be in touch to arrange a follow-up conversation on the proposal.

Respectfully,



Angelica Zarco, President



[azarco@holisticsystemint.com](mailto:azarco@holisticsystemint.com)

[www.holisticsystem-int.com](http://www.holisticsystem-int.com)



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Vanessa Mager, Management Analyst

SUBJECT: AWARD A TWO-YEAR SERVICE AGREEMENT TO FG CREATIVE FOR MERCHANT RELATION SERVICES RELATED TO EL PASEO, IN AN AMOUNT NOT TO EXCEED \$40,000.

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## **RECOMMENDATION:**

1. Approve a Service Agreement with FG Creative, Inc., for El Paseo merchant relation services in an amount not to exceed \$40,000 for a two-year term, through Fiscal Year 2026/27.
2. Authorize the City Attorney to make non-substantive changes and the City Manager to execute all necessary documents.

## **BACKGROUND/ANALYSIS:**

FG Creative has previously provided merchant relations services for El Paseo merchants under Agreement No. A43310, which is now expired with no remaining extension options. City staff finds continued service essential to ensure consistent outreach and promotional activities for merchants, particularly as street improvements and construction activity continue to impact the area.

FG Creative also holds a separate agreement with the El Paseo Parking and Business Improvement District (EPPBID) through Fiscal Year 2026/27 to provide marketing services supporting broader marketing initiatives such as media placements, brand development for the street, and strategies aimed at increasing visitor traffic and retail sales. In contrast, the agreement with the City's Economic Development Department focuses on consistent and direct outreach to El Paseo merchants to ensure timely communication of City initiatives, programs, and capital improvement projects. Aligning both agreements through the same fiscal period promotes continuity, enhances coordination, and ensures a consistent message across all El Paseo communications.

Services under this new agreement will complement ongoing district-wide campaigns and provide targeted support to merchants during and after the construction phase.

## **FINANCIAL IMPACT:**

The total contract amount of \$40,000 will be funded over Fiscal Years 2025/26 and 2026/27 from the Economic Development budget. No additional appropriation is required.

## **ATTACHMENTS:**

1. Proposed Service Agreement with FG Creative



**CITY OF PALM DESERT  
SHORT-FORM SERVICES AGREEMENT**

1. **Parties and Date.** This Agreement is made and entered into this **1st day of July, 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 **FG Creative, a Corporation**, with its principal place of business at **19725 Driscoll Rd., Desert Hot Springs, California 92241-6810** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

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

**EI Paseo Merchant Relation Services Project**  
(hereinafter referred to as "the Project").

2. **Terms and Conditions.** The Parties shall comply with the Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by this reference.

3. **Scope of Services; Schedule.** The Vendor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, and superintendence of every nature and all other services and all facilities necessary to execute, complete, and deliver the services as particularly described in the Scope of Services ("Services") attached hereto as Exhibit "B" and incorporated herein by this reference. The Services shall be completed in a timely manner and in accordance with the Schedule of Services set forth in Exhibit "B".

4. **Term.** The term of this Agreement shall be from **June 1, 2025**, to **June 30, 2027**, unless earlier terminated as provided herein.

5. **Compensation.** Vendor shall receive compensation for Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The total compensation shall not exceed **twenty-thousand dollars (\$20,000)** per fiscal year ("Agreement Price"). Vendor's invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the City on a monthly basis. The City shall review and pay all non-disputed and approved charges on such invoices in a timely manner. Vendor shall submit its final invoice to the City within thirty (30) days from the last date of Services performed and failure to do so shall result in a waiver of payment from the City.

6. **Insurance.** In accordance with Exhibit A, Section C of the Terms and Conditions, Vendor shall, at its expense, procure and maintain for the duration of the Agreement such insurance policies as checked below and provide proof of such insurance policies in a form satisfactory to the City.

Commercial General Liability Insurance:

- ☒ \$1,000,000 per occurrence/\$2,000,000 aggregate.  
☐ \$2,000,000 per occurrence/\$4,000,000 aggregate.

Automobile Liability:

- ☒ \$1,000,000 combined single limit for bodily injury and property damage.

Workers' Compensation:

**Contract No.** \_\_\_\_\_

☒ Statutory Limits / Employer's Liability \$1,000,000 per accident or disease and a waiver of subrogation in favor of the City and their respective officers, agents, employees, volunteers, and representatives.

**[SIGNATURES ON THE NEXT PAGE]**

**SIGNATURE PAGE TO SHORT FORM SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND FG CREATIVE. 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**

**FG CREATIVE, INC**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_  
Stephanie Greene  
CEO

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

**City Clerk QC:** \_\_\_\_\_

**Contracts QC:** \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

## EXHIBIT "A"

### TERMS AND CONDITIONS FOR SERVICES

**1. Compliance with Law.** Vendor shall comply with all applicable laws and regulations of the federal, state and local government. Vendor 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. By its signature hereunder, Vendor 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. Vendor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the work is 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 for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Vendor agrees to fully comply with such Prevailing Wage Laws, including, along with subcontractors, being registered with the Department of Industrial Relations (Labor Code §§ 1725.1; 1771.1). It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code §§ 1771; 1774; 1775), employment of apprentices (Labor Code § 1777.5), certified payroll records (Labor Code §§ 1771.4; 1776), hours of labor (Labor Code §§ 1813; 1815) and debarment of contractors and subcontractors (Labor Code § 1777.1). This Agreement may be subject to compliance monitoring and enforcement.

**2. Standard of Care.** The Vendor shall perform the Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions.

**3. Insurance.** If required by Section 6 of this Agreement, the Vendor shall take out and maintain during this Agreement: A. Commercial General Liability Insurance for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001). 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 for bodily injury and property damage including coverage for owned, non-owned, rented, and hired vehicles, at least as broad as Insurance Services Office Form Number CA 0001 (ed. 10/13) covering automobile liability, Code 1 (any auto); C. Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance; and if applicable, as determined by the City's Risk Manager, D. Professional Liability (Errors and Omissions) that covers the Services to be performed in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Vendor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Palm Desert, and their elected or appointed officers, agents, officials, employees, volunteers, and representatives or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against the City of Palm Desert or their elected or appointed officers, agents, officials, employees, volunteers, and representatives and shall require similar written express waivers and insurance clauses from each of its subcontractors. Workers' compensation coverage shall have an endorsement in favor of the City of Palm Desert, and their respective officers, agents, employees, volunteers, and representatives. Insurance carriers shall be licensed and authorized to do business in California. Such insurance carrier shall have not less than an "A-VII" rating according to the latest Best Key Rating unless otherwise approved by City's Risk Manager. Vendor shall add the City, and their respective officers, officials, employees, agents, volunteers and representatives as additional insureds on Vendor's Commercial General Liability, Automobile Liability, and if applicable, Pollution Liability and Cyber Liability policies. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. 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 (i.e., pollution, cyber, and fidelity coverages) required by giving the Vendor advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City and Vendor may renegotiate Vendor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

**4. Indemnification.** To the fullest extent permitted by law, Vendor shall defend (with counsel of City's choosing), indemnify and hold the City, and their respective 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 (collectively, "Claims"), in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor'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. Vendor'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 or the City, or their respective officials, officers, employees, agents, volunteers or representatives. If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code § 2782.8), then, and only to the extent required by Civil Code § 2782.8, which is fully incorporated herein, Vendor'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 Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

**5. Laws; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

**6. Termination.** The City may terminate the whole or any part of this Agreement for any or no reason by giving three (3) calendar days written notice to Vendor. In such event, the City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for the work. The City shall pay Vendor the reasonable value as determined by the City of any portion of the Services completed prior to termination. The City shall not be liable for any costs

### Exhibit "A-1"

other than the charges or portions thereof which are specified herein. Vendor shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of the Services. Vendor may terminate its obligation to provide further work under this Agreement upon thirty (30) calendar day's written notice to the City only in the event of the City's failure to perform in accordance with the terms of this Agreement through no fault of Vendor.

**7. Changes.** By written notice, the City may from time to time, make changes to the Services furnished to the City by Vendor. If such change causes an increase or decrease in the Agreement Price or in the time required for performance, Vendor or the City shall promptly notify the other party thereof and assert its claim for adjustment within fifteen (15) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Vendor from proceeding immediately with the Agreement as changed.

**8. Miscellaneous Terms.** Vendor shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City. This Agreement may not be modified or altered except in writing signed by the Parties. There are no intended third-party beneficiaries of any right or obligation of the Parties. This is an integrated Agreement representing the entire understanding of the Parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. 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. The captions of the various 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. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the Parties to the addresses set forth in this Agreement. Vendor is retained as an independent contractor and is not an employee of the City. No employee or agent of Vendor shall become an employee of the City. Vendor warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Vendor hereto.

## EXHIBIT “B”

### SCOPE OF SERVICES; SCHEDULE OF SERVICES

**Objective:** To foster a strong, positive relationship between the City of Palm Desert and businesses in the El Paseo Shopping District by facilitating clear, consistent, and constructive communication.

#### **Merchant Outreach**

**Goal:** Maintain a reliable presence among El Paseo businesses to support two-way communication between merchants and the City.

#### **Core Activities:**

- Share timely City updates, resources, and opportunities with merchants in collaboration with the City’s Economic Development Department.
- Conduct monthly outreach visits to El Paseo businesses to listen, gather feedback, and identify opportunities for City support.
- Provide merchants with helpful guidance or referrals to City services as appropriate.
- Represent the City of Palm Desert in a positive, professional, and solutions-oriented manner at all times.
- Welcome and introduce new businesses to available City resources and contacts.
- Maintain an up-to-date, confidential database of business contacts and visit summaries.
- Post City announcements and resources in the private El Paseo Merchant Group Facebook group, ensuring messages are accessible and relevant.
- Use the City’s In-Touch app to report significant maintenance or code issues as appropriate. Escalate life safety hazards directly to the City liaison.

Estimated hours per month: 12–15

#### **Monthly Recap Report**

**Goal:** Deliver a concise, organized summary of outreach efforts and merchant feedback to inform the City’s economic development strategy.

#### **Core Activities – Submit a monthly report to City staff detailing:**

- Businesses visited and contact attempts made
- Notable business openings, closings, or changes
- Common merchant concerns, questions, and trends (with suggested next steps, where applicable)
- Summary of communication efforts (e.g., e-blasts, group posts, and in-person updates)

Estimated hours per month: 2

**EXHIBIT "C"**

**COMPENSATION**

**Monthly Retainer:** \$1,500 per month for a 12-month period

**Other Considerations**

- This initial estimate covers the steps as outlined in Exhibit B.
- Additional services may be contracted upon mutual written agreement provided the total does not exceed \$2,000.



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Thomas Soule, Public Affairs Manager

SUBJECT: AUTHORIZE AMENDMENT NO. 4 TO AGREEMENT NO. A43790 WITH FG CREATIVE TO EXTEND THE CONTRACT TERM FOR THREE MONTHS AND INCREASE COMPENSATION BY \$36,600.

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## **RECOMMENDATION:**

1. Approve Amendment No. 4 to Agreement No. A43790 with FG Creative to extend the term of the contract through September 30, 2025, and increase total compensation by \$36,600.
2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
3. Authorize the City Manager to execute the amendment and any related documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

## **BACKGROUND/ANALYSIS:**

On July 1, 2022, the City entered into Agreement No. A43790 with FG Creative to provide marketing services for the Palm Desert Aquatic Center. Since that time, the City Council has approved three amendments to this agreement to extend the term, update the scope of services, and adjust compensation to support marketing and public relations efforts for the facility. The current contract expired on June 30, 2025.

City staff recently issued a Request for Proposals (RFP) seeking a new contract for marketing services related to the Palm Desert Aquatic Center, for which the City received 27 responses. In order to conduct a thorough and fair review of these proposals and ensure an appropriate recommendation for future services, additional time is required beyond the termination of the contract. Unfortunately, this occurs during the Aquatic Center's high season, when a lapse in media advertising would negatively affect programming and revenue.

As a temporary solution, staff seeks authorization to extend the existing contract with FG Creative for three months, maintaining the same media buy levels as approved for the same months during the previous fiscal year. During this period, the RFP process will be completed, and a new contract for marketing services will begin on October 1, 2025.

Amendment No. 4 to Agreement No. A43790 will extend the contract term for three months, through September 30, 2025, and increase the contract amount by \$36,600 to provide continuity of marketing services until a new agreement can be awarded.

## **Legal Review:**

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

**FINANCIAL IMPACT:**

Funds for this contract extension are included in the Fiscal Year 2025/26 budget. No additional appropriation is required.

**ATTACHMENTS:**

1. Original Agreement No. A43790 with FG Creative
2. Amendment No. 1 to Agreement No. A43790
3. Amendment No. 2 to Agreement No. A43790
4. Amendment No. 3 to Agreement No. A43790
5. Draft Amendment No. 4 to Agreement No. A43790

**CITY OF PALM DESERT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this First day of July, 2022, 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") and FG Creative, a Corporation, organized under the laws of the State of California, with its principal place of business at 72877 Dinah Shore Dr., #103/314, Rancho Mirage, CA 92270 ("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:

[Palm Desert Aquatics Center Marketing Services]  
(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 July 01, 2022 to June 30, 2023, 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, based on budget approval. 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. 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: Stephanie Greene.

3.2.5 City's Representative. The City hereby designates Thomas Soule, 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 Stephanie Greene, 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, 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 Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the

aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

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

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

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

(F) [Reserved]

(G) [Reserved]

### 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. 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 Forty Thousand Dollars and Zero Cents (\$40,000.00) 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:	FG Creative, Inc. 72877 Dinah Shore Dr., #103/314 Rancho Mirage, CA 92270 ATTN: Stephanie Greene, CEO
City:	City of Palm Desert 73-510 Fred Waring Drive Palm Desert, CA 92260 ATTN: Thomas Soule, Public Affairs 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 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 FG CREATIVE**

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**

**FG CREATIVE**

By:   
Todd Hileman (Aug 25, 2022 08:56 PDT)

L. TODD HILEMAN  
CITY MANAGER

By: 

STEPHANIE GREEN  
CEO

ATTEST:

By:   
Anthony Mejia (Aug 25, 2022 08:57 PDT)

Anthony J. Mejia  
City Clerk

APPROVED AS TO FORM:

By: Robert Hargreaves  
Robert Hargreaves (Aug 25, 2022 08:00 PDT)

Best Best & Krieger LLP  
City Attorney

QC: MN  
MN

Insurance:

MR

Initial Review

ms  
mr

Final Approval  
187

Exhibit "A"

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Update the Brand
  - Brand Brainstorm Session - SWOT, Goals, Tagline, Brand Promise.
  - Develop and Approve Marketing Plan & Budget.
  - Design all brand elements = New Website and all Graphic Design!
  - Update new website as needed.
  - Ship graphics and assets as needed.
- Earned Media
  - Meet with partners (COPD/CVB/Others) Develop Editorial Calendar.
  - Pitch story ideas/coordinate with media & staff.
  - Review social media efforts for synergy and shared success.
- Advertising
  - Research and Select Mediums.
  - Negotiate and secure contracts.
    - Outdoor
    - Online Digital
    - Radio
  - Execute monthly efforts; Ship assets.
  - Manage all aspects:
    - Placements
    - Billing
    - Budgets
- Course Correction
  - Prepare reports, review analytics, discuss changes and effect course corrections as needed.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

A43790

<b>July 2022</b>	<b>August 2022</b>	<b>Monthly July 2022- June 2023</b>
<b>Brand brainstorm</b>	<b>Meet with partners</b>	<b>Update new website</b>
<b>Develop &amp; approve marketing plan &amp; budget</b>	<b>Develop editorial calendar</b>	<b>Ship graphics &amp; assets</b>
<b>Design all brand elements</b>	<b>Design all brand elements</b>	<b>Pitch story ideas</b>
	<b>Negotiate &amp; secure contracts</b>	<b>Review social media</b>
		<b>Execute monthly efforts</b>
		<b>Manage placements, billing, budgets</b>
		<b>Prepare reports, review analytics.</b>

**EXHIBIT "C"**  
**COMPENSATION**

A437907/

Medium	2022 July	August	September	October	November	December	2023 January	February	March	April	May	June	Totals
Strategic Plan & Acct Management	\$1,200	\$1,250	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,750
Public Relations	\$850	\$500		\$500		\$500		\$500		\$500		\$500	\$3,850
Print													\$0
Outdoor Billboards							\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$9,000
Radio				\$500	\$500	\$500	\$500	\$750	\$1,000	\$750	\$1,000	\$1,000	\$6,500
Digital Online Campaigns	\$1,000	\$1,000							\$1,000	\$1,000	\$1,000	\$1,000	\$6,000
Brand Development & Monthly Graphics	\$1,500	\$500	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$3,700
Website	\$1,500	\$500	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	3,700
Radio Campaign		\$250						\$250					\$500
Monthly Totals	\$6,100	\$2,650	\$900	\$1,900	\$1,400	\$1,900	\$2,900	\$3,900	\$4,400	\$4,650	\$4,400	\$4,900	\$40,000

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

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 1 to the FG Creative Professional Services Agreement for Marketing Services No. A43790 is made and entered into as of this First day of July 2023 by and between the City of Palm Desert ("City") and FG Creative, a Corporation organized under the laws of California, with its principal place of business at 19725 Driscoll Rd, Desert Hot Springs, CA 92241 ("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 for Marketing Services Contract No. A43790" dated July 1, 2022 ("Agreement") for the purpose of retaining the services of Consultant to provide Marketing Services for the Palm Desert Aquatic Center.

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 Scope of Services and Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from July 01, 2023, to June 30, 2024, 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 1 additional one-year term based on budget approval. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

"Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein by reference."

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

**Contract No. A43790**

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]**

Contract No. A43790

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE PROFESSIONAL MARKETING  
SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT  
AND FG CREATIVE**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the Professional Marketing Services Agreement as of the day and year first above written.

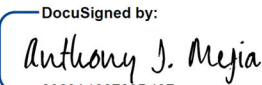
**CITY OF PALM DESERT**

By:   
DocuSigned by:  
CE3F366233F0405...  
L. TODD HILEMAN  
CITY MANAGER

**FG CREATIVE**

By:   
DocuSigned by:  
291AE5C78ECF439...  
STEPHANIE GREENE  
CEO

**ATTEST:**

By:   
DocuSigned by:  
8063A189723D437...  
ANTHONY J. MEJIA  
CITY CLERK

**APPROVED AS TO FORM:**

By:   
DocuSigned by:  
3828DDF2EAC84B0...  
BEST BEST & KRIEGER LLP  
CITY ATTORNEY

**QC: MN**

Insurance:



Initial Review



Final Approval

**EXHIBIT "A"**  
**COMPENSATION**

Account Services	\$7,200
Public Relations	\$4,000
Outdoor Billboards	\$10,500
Radio	\$10,500
Brand Development/Graphics	\$3,450
Website	\$3,600
Radio Campaign Development	\$750
<b>Annual Total</b>	<b>\$40,000</b>

**AMENDMENT NO. 2 TO THE TO THE PROFESSIONAL CONSULTANT SERVICES  
AGREEMENT, A43790 FOR MARKETING SERVICES BETWEEN THE CITY OF PALM  
DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 2 to the made and entered into as of this 28th day of March 2024, by and between the City of Palm Desert ("City") and FG CREATIVE, a Corporation, with its principal place of business at 19725 Driscoll Road, Desert Hot Springs, CA 92241 ("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 FG Creative have entered into an agreement entitled "Professional Services Agreement for Marketing Services, No. A43790" dated July 1, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of retaining the services of Consultant to provide Marketing Services for the Palm Desert Aquatic Center.

2.2 Amendment. The City and FG Creative entered into Amendment No.1 to extend the term for an additional year performance period of July 1, 2023, to June 30, 2024. The Parties have heretofore entered into Amendment No. 1 dated July 1, 2023

2.3 Amendment. The City and FG Creative desire to amend the Agreement to **update scope of services and increase compensation** during the period of July 1, 2023 through June 30, 2024.

2.5 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section **3.6.14 Amendment; Modification** of the Agreement.

**3. Terms.**

3.1. Section Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

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 Forty-Seven Thousand Seven Hundred Dollars and Zero Cents (\$47,700.00) without written approval of the City Council or City Manager, as applicable.

"Exhibit **A** and Exhibit **C** are hereby deleted in its entirety and replaced with Exhibit **A-I** and Exhibit **C-1** attached hereto and incorporated herein by reference."

3.3 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

**Contract No. A43790**

Agreement as amended by this Amendment No. 2.

3.4 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.

3.5 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.

3.6 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]**

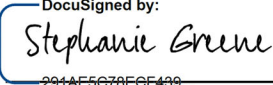
SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FG CREATIVE

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the Professional Marketing Services Agreement as of the day and year first above written.

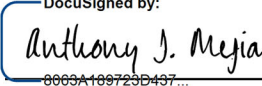
CITY OF PALM DESERT

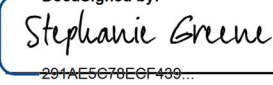
By:   
L. Todd Hileman  
City Manager

FG CREATIVE, a Corporation

By:   
Stephanie Greene  
CEO

Attest:

By:   
Anthony J. Mejia  
City Clerk



By:   
Stephanie Greene  
CFO

Approved as to form:

By:   
Isra Shah  
Best Best & Krieger LLP  
City Attorney

QC: MN

Insurance:

  
Initial Review  
  
Final Approval

## **EXHIBIT "A-I"**

### **SCOPE OF SERVICES**

- Brand Development/Update
  - Develop and Approve Marketing Plan & Budget based on SWOT Exercise conducted with key stakeholders.
  - Facilitate Photo Shoot to Create New PDAC Advertising Assets.
  - Design all brand elements = New Website and all Graphic Design
  - Ship graphics and assets as needed.
- Earned Media
  - Meet with partners (COPD/CVB/Others) Develop Editorial Calendar.
  - Pitch story ideas/coordinate with media & staff.
  - Review social media efforts for synergy and shared success.
- Advertising
  - Research and Select Mediums.
  - Negotiate and secure contracts.
    - Outdoor
    - Online Digital
    - Radio
- Execute monthly efforts; Ship assets.
- Manage all aspects:
  - Placements
  - Billing
  - Budgets
- Course Correction
  - Prepare reports, review analytics, discuss changes and effect course corrections as needed.

**EXHIBIT "C-I"**  
**COMPENSATION**

Account Services	\$9,400
SWOT Analysis & Marketing Plan	\$2,500
Public Relations	\$4,000
Outdoor Billboards	\$10,500
Radio	\$10,500
Brand Development/ Graphics	\$3,450
Website	\$6,600
Radio Campaign Development	\$750
Annual Total	\$47,700



**AMENDMENT NO. 3 TO THE TO THE PROFESSIONAL CONSULTANT SERVICES  
AGREEMENT, A43790 FOR MARKETING SERVICES BETWEEN THE CITY OF PALM  
DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 3 to the made and entered into as of this 28th day of May 2024, by and between the City of Palm Desert ("City") and FG CREATIVE, a Corporation, with its principal place of business at 19725 Driscoll Road, Desert Hot Springs, CA 92241 ("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 FG Creative have entered into an agreement entitled "Professional Services Agreement for Marketing Services, No. A43790" dated July 1, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of retaining the services of Consultant to provide Marketing Services for the Palm Desert Aquatic Center.

2.2 Amendment. The City and FG Creative entered into Amendment No.1 to extend the term for an additional year performance period of July 1, 2023, to June 30, 2024. The Parties have heretofore entered into Amendment No. 1 dated July 1, 2023

2.3 Amendment. The City and FG Creative entered into Amendment 2. to establish an updated scope of service and increased compensation during period July 1, 2023 through June 30, 2024. The Parties have heretofore entered into Amendment No. 2 dated March 28, 2023.

2.4 Amendment. The City and FG Creative desire to amend the Agreement to **extend the term, update scope of service, and increase compensation for third year of contract, July 1, 2024 through June 30, 2025.**

2.5 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section **3.6.14; Modification** of the Agreement.

**3. Terms.**

3.1. Section Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

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 One Hundred Thousand and Zero Cents (\$100,000.00) without written approval of the City Council or City Manager, as applicable.

"Exhibit B and Exhibit C-1 are hereby deleted in its entirety and replaced with Exhibit B-1 and Exhibit C-2 attached hereto and incorporated herein by reference."

3.1 Section Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

**3.1.2 Term**. The term of this Agreement shall be from July 01, 2024, to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

“Exhibit 3.1.2 Term is hereby deleted in its entirety and replaced with Exhibit 3.1.3 Term attached hereto and incorporated herein by reference.”

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **3**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **3**. From and after the date of this Amendment No. **3**, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **3**.

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. **3**.

3.4 Severability. If any portion of this Amendment No. **3** 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. **3** 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. 3 TO THE PROFESSIONAL MARKETING  
SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT  
AND FG CREATIVE**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the Professional Marketing Services Agreement as of the day and year first above written.

**CITY OF PALM DESERT**

**FG CREATIVE, A CORPORATION**

By: \_\_\_\_\_  
L. Todd Hileman  
City Manager

By: \_\_\_\_\_  
Stephanie Greene  
CEO

Attest:

By: \_\_\_\_\_  
Stephanie Greene  
CEO

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

QC: \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

**EXHIBIT "B-1"**  
**SCHEDULE OF SERVICES**

- 1. STRATEGY & ACCOUNT MANAGEMENT (\$21,600)**  
BILLED AS A MONTHLY RETAINER ACROSS 12 MONTHS (JULY TO JUNE).
- 2. MEDIA BUYING (\$59,800)**  
BILLED AS A PASS-THROUGH EXPENDITURE.
- 3. PUBLIC RELATIONS/SOCIAL MEDIA (\$18,600)**  
BILLED AS A MONTHLY RETAINER ACROSS 12 MONTHS (JULY TO JUNE).

**EXHIBIT "C-2"**  
**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "B" to this Contract, which is attached hereto and incorporated herein by reference.

**Pass-through Expenditures** – Consultant shall be reimbursed for pass-through media buy expenditures in an amount not to exceed fifty-nine thousand, eight hundred dollars (\$59,800).

**Renewal** - 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, Riverside-San Bernardino- Ontario.



**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
CITY OF PALM DESERT AND FG CREATIVE**

**1. Parties and Date.**

This Amendment No. 4 ("Amendment") to the **PROFESSIONAL SERVICES AGREEMENT** is made and entered into as of this **1st** day of JULY, **2025** by and between the City of Palm Desert, a municipal corporation organized and operating under the laws of the State of California ("City"), and **FG CREATIVE**, a **A CORPORATION** with its principal place of business at **19725 Driscoll Road, Desert Hot Springs, CA 92241**, Vendor. City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

The Parties entered into an agreement titled **PROFESSIONAL SERVICES AGREEMENT** Dated **July 1, 2022** ("Agreement").

Amendment Authority. This Amendment is authorized pursuant to Section **3.6.14** of the Agreement.

**3. Terms.**

Amendment. The Agreement is hereby amended as follows:

Section **3.1.2** Term. The term of this Agreement shall be from **July 01, 2024, to September 30, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

**"Exhibit B-2 and Exhibit C-3 attached hereto and incorporated herein by reference are in addition to Exhibit B-1 and C-2 of Amendment No. 3."**

Section **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 "B-2" and "C-3"** attached hereto and incorporated herein by reference. The **total compensation shall not exceed One Hundred Thirty-Six Thousand Six Hundred Dollars and Zero Cents (\$136,600.00)** without written approval of the City Council or City Manager, as applicable.

Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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.

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

Counterparts. This Amendment 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 TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE  
CITY OF PALM DESERT AND FG CREATIVE**

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: \_\_\_\_\_

Chris Escobedo  
Interim City Manager

Attest:

By: \_\_\_\_\_

Anthony J. Mejia  
City Clerk

Approved as to form:

By: \_\_\_\_\_

Isra Shah  
City Attorney

**FG CREATIVE, A CORPORATION**

By: \_\_\_\_\_

Stephanie Greene  
CEO

By: \_\_\_\_\_

Stephanie Greene  
CFO

Clerk QC: \_\_\_\_\_

Contracts QC: \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

**EXHIBIT “B-2”  
SCHEDULE OF SERVICES**

**I. ACCOUNT SERVICES – \$6,700**

- Strategic planning and account management in alignment with the annual marketing plan
- Ongoing project coordination, internal/external meetings, reporting, and performance analytics
- Monthly creative asset development and graphic design (unlimited revisions)
- Monthly website updates and one e-newsletter (e-blast) per month
- Inclusion of newly supplied photography assets

**II. MEDIA – \$29,900**

**A. Public Relations – \$2,000**

- Development and execution of seasonal public relations strategy (Summer & Fall Focus)
- Creation and distribution of press releases and media pitches
- Oversight of earned media coverage
- Limited engagement with social media outlets for public relations amplification

**B. Social Media Management – \$3,600**

- Content development, scheduling, and publishing on Facebook and Instagram
- Engagement monitoring and response management
- Platform performance analysis

**C. Paid Digital Campaigns – \$1,500**

- Paid social media ad campaigns across major platforms (Facebook, Instagram, etc.)
- Targeted creative development and campaign optimization

**D. Outdoor Advertising – \$8,800**

- One digital billboard slot via Lamar Outdoor
- Monthly creative rotation to maintain fresh messaging

**E. Radio Advertising – \$6,000**

- Local radio advertising across multiple stations
- Includes web banner placement on participating radio station websites

**F. Google Adwords & Geo-Fencing Campaigns – \$8,000**

- Digital advertising using Google Ads with geographic targeting
- Multi-campaign messaging structure to support seasonal focus

**EXHIBIT “B-2”  
SCHEDULE OF SERVICES**

**III. BRAND, GRAPHICS, WEBSITE & RADIO CAMPAIGN PRODUCTION – INCLUDED**

- Monthly brand maintenance, website support, and radio production are included under the retainer with no additional cost

---

**DELIVERABLES SUMMARY (by Month):**

<b>Month</b>	<b>Estimated Cost</b>	<b>Key Focus</b>
July 2025	\$14,650	Summer campaign rollout; PR push
August 2025	\$11,600	Billboard rotation; Digital ads active
September 2025	\$10,350	Fall media focus; campaign closeout

**Total: \$36,600**

**EXHIBIT "C-3"**  
**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "B-2" to this Contract, which is attached hereto and incorporated herein by reference.

**Pass-through Expenditures** – Consultant shall be reimbursed for pass-through media buy expenditures in an amount not to exceed Twenty Nine Thousand Nine Hundred Dollars (\$29,900).

**Renewal** - 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, Riverside-San Bernardino- Ontario.

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Thomas Soule, Public Affairs Manager

SUBJECT: APPROVE AMENDMENT NO. 4 TO CONTRACT NO. C43390 WITH IDEA  
PEDDLER, LLC TO ALIGN FY 2024/25 COMPENSATION WITH  
PREVIOUSLY APPROVED SCOPE OF SERVICES

---

## **RECOMMENDATION:**

1. Approve Amendment No. 4 to Contract No. C43390 with Idea Peddler, LLC to align the compensation terms with the approved services for FY 2024/25.
2. Authorize the City Attorney to make necessary, nonmonetary changes to the Agreement.
3. Authorize the City Manager to execute the amendment and any related documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code.

## **BACKGROUND/ANALYSIS:**

In FY 2023/24, the City Council approved a one-time increase to the City's marketing services contract with Idea Peddler. This increase supported a creative asset refresh and launched an economic development pilot program focused on expanding the City's tourism marketing to Seattle, which was a new market for Palm Desert. The expanded scope of services was detailed in Amendment No. 2 and its accompanying staff report, which identified FY 2023/24 as the implementation year.

Due to the pilot program's success, marketing to Seattle has since become a regular part of the City's marketing and economic development strategy. Amendment No. 3, executed in November 2024, updated the Schedule of Services to reflect the expanded work.

At budget time, the Council approved the continuation of this marketing program. Amendment No. 4 aligns the contract compensation for FY 2024/25 with the approved ongoing work. This action ensures consistency between the Council-approved budget, the services being delivered, and the executed agreement.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no fiscal impact to the General Fund with this action. The funding for FY 2024/25 is included in the adopted budget and supported by approved allocations in the Professional Other and Advertising Media Buys line items of the Marketing budget (Account No 1104417-4309000 and Account No 1104417-4322100).

City of Palm Desert  
Approve Amendment No. 4 to Contract No. C43390

**ATTACHMENTS:**

1. C43390 - Original Contract
2. C43390 - Amendment No. 1
3. C43390 - Amendment No. 2
4. C43390 - Amendment No. 3
5. C43390 - Amendment No. 4

PROFESSIONAL SERVICES AGREEMENT FOR  
MARKETING AND CREATIVE SERVICES



City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260

City of Palm Desert  
PROFESSIONAL SERVICES AGREEMENT  
Marketing and Creative Services

I.	PARTIES AND DATE. ....
II.	RECITALS. ....
III.	TERMS.....
IV.	SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT.....
V.	EXHIBIT "A" .....
VI.	EXHIBIT "B" .....
VII.	EXHIBIT "C" .....

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this day of June 23, 2022, 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") and Ideapeddler, a Texas Limited Liability Corporation, with its principal place of business at 106 E 6th St, Ste 900-937, Austin, TX 78701 ("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:

Marketing and Creative Services

(herein after 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

- A. 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.

#### 3.2. Term

- A. Term. The term of this Agreement shall be from Friday, July 1, 2022 to Monday, June 30, 2025, 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 (2) additional one-year terms.** Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

#### 3.3. Responsibilities of Consultant.

- A. 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.
- B. 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.

- C. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.
- D. 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: Ed Cohen, Strategy Director.
- E. City's Representative. The City hereby designates Thomas Soule, Public Affairs 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.
- F. Consultant's Representative. Consultant hereby designates Cimin Ahmadi Cohen, CEO, 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.
- G. 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.
- H. 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.

- I. 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.
  1. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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.

### 3.4. Insurance.

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

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

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

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.

### 3.5. 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.

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.

### 3.6. Fees and Payments.

- A. 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 Six Hundred Seventy Thousand Dollars (\$670,000.00) without written approval of the City Council or City Manager, as applicable.
- B. Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services including all supporting documentation, 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.
- C. 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.
- D. 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.

### 3.7. Labor Code Requirements.

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.

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.

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.

### 3.8. Accounting Records.

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.

### 3.9. General Provisions.

#### A. Termination of Agreement.

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.

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. 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.
  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.
- B. 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: Ideapeddler
  - Address: 106 E 6th St, Ste 900-937, Austin, TX 78701
  - ATTN: Cimin Ahmadi Cohen, CEO
- C. Ownership of Materials and Confidentiality.
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.
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. 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.
  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.

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.
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.
- D. 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.
- E. [Reserved]
- F. Indemnification.
  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.
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.
- G. 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.
  - H. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
  - I. Time of Essence. Time is of the essence for each and every provision of this Agreement.
  - J. City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.
  - K. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
  - L. 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.
  - M. 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.

- N. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- O. 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.
- P. No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- Q. 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.
- R. 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.
- S. 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.
- T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.


- U. 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]**


**4. SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT****BY AND BETWEEN THE CITY OF PALM DESERT****AND Ideapeddler, LLC**

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:   
 Todd Hileman (Jul 6, 2022 07:08 PDT)  
 L. Todd Hileman, City Manager

**ATTEST:**


By:   
 Anthony J. Mejia (Jul 6, 2022 10:32 PDT)  
 Anthony J. Mejia  
 City Clerk

**APPROVED AS TO FORM:**

By:   
 Robert Hargreaves (Jul 6, 2022 07:07 PDT)  
 Best Best & Krieger LLP  
 City Attorney


**IDEAPEDDLER, LLC**

Limited Liability Corporation

By:   
 Cimin Cohen (Jul 6, 2022 07:07 PDT)  
 Its: CEO


Printed Name: Cimin Cohen

AND

By:   
 Ed Cohen (Jul 5, 2022 20:25 CDT)  
 Its: Vp of Strategy

Printed Name: Ed Cohen

QC:   
 Review

Insurance:   
 Initial Review

  
 Final Review

## 5. EXHIBIT "A"

### 5.1. SCOPE OF SERVICES

The agency selected will assist the City in the following areas: creative services/branding, media planning, public relations, and social media. Each of these areas is outlined below. The City welcomes the agency as a partner to provide strategic counsel toward furthering the synergy of the City's ad campaign, the City's overall branding, and among owned media channels overseen by City staff, including the website, social media, and e-newsletter.

The ultimate goal is to achieve across all channels (owned, earned, and paid) a cohesive brand that represents the City well and inspires people to spend time in Palm Desert, whether that be for an afternoon, a day, a week, or longer.

### 5.2. Creative Services/Branding

GOAL: Keep the City's ad campaign fresh, compelling, and engaging, while strengthening the City's overall brand throughout various channels and projects.

#### SPECIFICS

- Asset Development - expand the City's library of usable marketing material, including photography and videography
- Design Services to refresh the ad campaign and create other designs as needed, including the City's annual calendar
- Ad mechanicals to produce the various iterations of ads as required by the media plan

### 5.3. Media Planning/Buying

GOAL: Create a comprehensive, creative, and strategic media plan that economically uses limited funds to reach a targeted audience with the City's ad campaign.

#### SPECIFICS

- Develop an annual budget that includes a comprehensive, strategic, and diversified media plan and account management that promotes Palm Desert to its target audiences, in accordance with direction provided by the City. This media plan is to include both the City's tourism (out-of-market) ad campaign and its in-market advertising for local community events. This media plan should demonstrate maximum spend efficiency and a clear ability to measure return on investment (ROI).
- Negotiate, schedule, and maintain media buys in accordance with the approved media plan. Ensure that all work performed on behalf of the City of Palm Desert is billed to the City at net amounts.

- Provide media administrative services including, but not limited to, record keeping; flowcharts; budget recaps; billing; processing payment; maintaining media buy schedules; buy confirmations; tracking make goods and credits; trafficking of creative materials.
- Evaluate all media proposals submitted to the City and issue recommendations based on cost, validity, and perceived benefits to the marketing/advertising objectives of the City.
- Provide monthly and quarterly reports summarizing project activities and achievements of all services outlined in this scope of work.
- Submit detailed invoices to include the projects and services worked on or completed, with supporting documentation for the previous month's activities.

#### 5.4. [Public Relations](#)

GOAL: Create synergy with the paid ad campaign by promoting earned media placements.

SPECIFICS: The City welcomes input into a new strategy for earned media that fits into the media plan and capitalizes on City events and amenities, as well as on larger events that happen in the Coachella Valley, such as the BNP Tennis Tournament and the Coachella Music Festival.

#### 5.5. [Social Media](#)

GOAL: Extend the City's tourism brand by creative use of picture and video assets on social media.

SPECIFICS: City staff maintain tourism-related Facebook and Twitter accounts, but with this contract, the City desires to integrate Instagram account management into the overall scope of work of the creative agency. The City is also open to input on and inclusion of other emerging social media platforms that may fit into the overall plan.

## 6. EXHIBIT "B"

### 6.1. SCHEDULE OF SERVICES

Agency Labor and Administrative Costs:

- Creative Services (inclusive of annual calendar, design and production projects/shoots, and ad mechanicals) - \$85,000
- PR Services (8 months, October - May) - \$32,000
- Social Media Services - \$29,000
- Media Management Services - \$40,000

Working Media Investment/Media Buy: \$400,000

Attribution Partnership (e.g. Adara Impact, Zartico, Arrivalist, etc.): \$30,000

Fiscal Year 2022-23 ONLY, Qualitative Research: \$30,000

### 6.2. Hourly Rates for incremental/non-scoped work

- A. Chief Account Director/Senior Media - \$250
- B. Chief Strategist/Consultant - \$250
- C. Art Director - \$250
- D. Senior Graphic Designer - \$185
- E. Junior Account Manager - \$125
- F. Copywriter - \$145
- G. Freelance Still Shooter - \$165
- H. Video Editor - \$165
- I. Still Editor - \$145
- J. Web Design/Developer - \$115
- K. Production Coordinator - \$90
- L. Facebook/Instagram Manager - \$120
- M. Junior Media Buyer - \$110

## 7. EXHIBIT "C"

### 7.1. COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" to this Contract, which is attached hereto and incorporated herein by reference. The total compensation shall not exceed Six Hundred Seventy Thousand Dollars without authorization of the City Council or City Manager, as applicable, per the Palm Desert Municipal Code. Extra Work may be authorized, as described in Exhibit "B" Section 6.2.

#### 7.1A Agency Labor and Administrative Cost

Consultant shall receive compensation for Creative Services, PR Services, Social Media Services, and Media Management Services not to exceed One Hundred and Eight Six Thousand Dollars.

#### 7.1B Pass-through Expenditures

Consultant shall be reimbursed for pass-through media buy, attribution partner, and qualitative research expenditures in an amount not to exceed four hundred sixty thousand dollars.

#### 7.1C Travel Expenses

Reimbursement for expenses shall be as described in the Contract in section 3.3.3, except that Travel Expenses shall be reimbursed as follows: The CITY will pay to the CONSULTANT \$24,000 in monthly increments of \$2,000 for costs related to travel required to fulfill the scope of work. This amount is based on the expectation that eight visits will be required during the period of July 1, 2022, and June 30, 2023, with an average cost per trip of \$3,000 based on FY 18-19 actual costs. Travel costs exceeding this amount will only be reimbursed when such travel is authorized in advance by the City's representative and is completed in a cost-effective manner, generally consistent with the City's travel and expense reimbursement policy.

### 7.2. RENEWAL

In the event that this Agreement is renewed pursuant to the Section titled "Term," 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.


# C43390 Ideapeddler, LLC


Final Audit Report


2022-07-07

Created:	2022-06-28
By:	M. Gloria Sanchez CMC (gsanchez@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATN1RLCpuvzw0nr4smBUWTJyiVreThhbg


## "C43390 Ideapeddler, LLC" History


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2022-06-28 - 11:29:48 PM GMT- IP address: 64.60.5.80


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2022-06-28 - 11:33:38 PM GMT


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2022-06-28 - 11:35:40 PM GMT- IP address: 119.13.196.85


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2022-07-06 - 2:08:19 PM GMT- IP address: 104.28.85.122
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-  Document approved by Mariana Rios (mrios@cityofpalmdesert.org)  
Approval Date: 2022-07-07 - 9:22:43 PM GMT - Time Source: server- IP address: 64.60.5.80
-  Agreement completed.  
2022-07-07 - 9:22:43 PM GMT

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PALM DESERT AND IDEA PEDDLER**

**1. Parties and Date.**

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of this 27<sup>TH</sup> day of October, 2022, by and between the City of Palm Desert ("City") and Idea Peddler, a Texas Limited Liability Corporation, with its principal place of business at 106 E 6th St, Ste 900-937, Austin, TX 78701. 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" dated June 23, 2022 ("Agreement" or "Contract") for the purpose of retaining the marketing and creative services of Consultant.

2.2 Amendment. The City and Consultant desire to amend the Agreement to include additional compensation in the amount of \$30,000 for the purpose of conducting market research to be completed by December 31, 2022.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section titled "Compensation" which allows for the authorization of Extra Work.

**3. Terms.**

3.1 Compensation. Section titled "Compensation" of the Agreement is hereby amended in its entirety to read as follows:

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 Seven Hundred Thousand Dollars (\$700,000.00) without written approval of the City Council or City Manager, as applicable.

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 IDEA PEDDLER, LLC**

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**

Approved By:

  
Todd Hileman (Nov 14, 2022 09:17 PST)

L. Todd Hileman, City Manager

**IDEA PEDDLER, LLC**

Approved By:



Cimin Ahmadi-Cohen, CEO

  
Ed Cohen (Nov 13, 2022 18:47 CST)

Ed Cohen, VP of Strategy

Attested By:

  
Anthony Mejia (Nov 14, 2022 09:57 PST)

Anthony J. Mejia, City Clerk

Approved As To Form:

  
Robert Hargreaves (Nov 14, 2022 09:16 PST)

Best Best & Krieger LLP  
City Attorney

QC: MN  
Review

Insurance:

MR  
Initial Review

MR  
Final Review












# C43390 Amendment No. 1 Idea Peddler

















Final Audit Report

2022-11-14

Created:	2022-10-31
By:	Michelle Nance (mnance@cityofpalmdesert.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcCd5fgMSokYF1rqd_pjDYQ0QeQo0MrDk


## "C43390 Amendment No. 1 Idea Peddler" History

-  Document created by Michelle Nance (mnance@cityofpalmdesert.org)  
2022-10-31 - 5:46:45 PM GMT
-  Document emailed to Mariana Rios (mrios@cityofpalmdesert.org) for approval  
2022-10-31 - 5:58:40 PM GMT
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2022-11-09 - 0:16:02 AM GMT


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2022-11-14 - 0:45:43 AM GMT
-  Signer ed@ideapeddler.com entered name at signing as Ed Cohen  
2022-11-14 - 0:47:07 AM GMT
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 Document emailed to mrios@cityofpalmdesert.org for approval

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 Email viewed by mrios@cityofpalmdesert.org

2022-11-14 - 8:15:35 PM GMT

 Signer mrios@cityofpalmdesert.org entered name at signing as Mariana Rios

2022-11-14 - 8:19:25 PM GMT

 Document approved by Mariana Rios (mrios@cityofpalmdesert.org)

Approval Date: 2022-11-14 - 8:19:27 PM GMT - Time Source: server

 Agreement completed.

2022-11-14 - 8:19:27 PM GMT

## AMENDMENT NO. 2 TO CONTRACT NO. C43390 MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND IDEA PEDDLER

### 1. Parties and Date.

This Amendment No. 2 to the Marketing Services Agreement is made and entered into as of this 13<sup>TH</sup> day of July, 2023, by and between the City of Palm Desert ("City") and Idea Peddler, a Texas Limited Liability Corporation, with its principal place of business at 106 E 6<sup>th</sup> St, Ste. 900-937, Austin, TX 78701 ("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 "Marketing Services Agreement" dated June 23, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of Consultant to provide marketing services.

2.2 Amendment. The City and Consultant desire to amend the Agreement to revise the Scope of Services and Compensation.

### 3. Terms.

3.1 3.3.D Substitution of Key Personnel is hereby amended in its entirety to read as follows:

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: Sara Martin, SVP Integrated Marketing, Blake Takushi, Creative Director or Ed Cohen, Strategy Director.

3.2 3.3.I Period of Performance is hereby amended in its entirety to read as follows:

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").

3.3 3.5 Other Provision or Requirements The "Water Quality Management and Compliance" section of the Agreement is hereby deleted in its entirety.

3.4 3.7 Labor Code Requirements The "Prevailing Wages" and "Registration/DIR Compliance" sections of the Agreement are hereby deleted in their entirety.

3.5 3.6.A Compensation is hereby amended in its entirety to read as follows:

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 Eight Hundred Ninety Thousand Dollars (\$890,000) without written approval of the City Council or City Manager, as applicable.

3.6 3.6.B Payment of Compensation is hereby amended in its entirety to read as follows:

Consultant shall submit to City monthly invoices which provide a detailed description of the Services rendered by Consultant. Consultant shall not invoice City for any milestones or deliverables until such milestones or deliverables have been completed in accordance with Exhibit "B." 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.

3.7 3.7 Labor Code Requirements The "Prevailing Wages" and "Registration/DIR Compliance" sections of the Agreement are hereby deleted in their entirety.

3.8 3.9.A.1 Grounds for Termination is hereby amended in its entirety to read as follows:

City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and with 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. 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. City understands that any additional work outside of the 60-day cancellation window to support a successful transition of work will require incremental compensation at a rate to be determined.

3.9 3.9.C.1 Documents & Data; Licensing of Intellectual Property is hereby amended in its entirety to read as follows:

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"). Provided that the City has paid in full for all milestones and deliverables, 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.

3.10 3.9.C.3 Right to Use is hereby amended in its entirety to read as follows:

Provided that the City has paid in full for all milestones and deliverables, 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.

3.11 "Exhibit A" is hereby deleted in its entirety and replaced with "Exhibit A" attached hereto and incorporated herein by reference.

3.12 "Exhibit B" is hereby deleted in its entirety and replaced with "Exhibit A" attached hereto and incorporated herein by reference.

3.13 "Exhibit C" is hereby deleted in its entirety and replaced with "Exhibit A" attached hereto and incorporated herein by reference.

3.14 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,

**Contract No. C43390**

whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.15 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.

3.16 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.

3.17 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]**

Contract No. C43390

# SIGNATURE PAGE FOR AMENDMENT NO. 2 TO MARKETING SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND IDEA PEDDLER

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the MARKETING SERVICES AGREEMENT as of the day and year first above written.

## CITY OF PALM DESERT

DocuSigned by:  
By: *L. Todd Hileman*  
CE3E366233E0405  
L. Todd Hileman  
City Manager

## IDEA PEDDLER LIMITED LIABILITY CORPORATION

DocuSigned by:  
By: *Cimin Cohen*  
EA0366A3EAAF4E7...  
Its: Founder, Director

Printed  
Name: Cimin Cohen

## ATTEST:

DocuSigned by:  
By: *Anthony J. Mejia*  
8063A180723D437...  
Anthony J. Mejia  
City Clerk

DocuSigned by:  
By: *Ed Cohen*  
EC40010343EA4BF...  
Its: VP Strategy

Printed  
Name: Ed Cohen

## APPROVED AS TO FORM:

DocuSigned by:  
By: *Isra Shale*  
3020BDF2EAC04B0...  
Best Best & Krieger LLP  
City Attorney

QC: MN

Insurance:

DS  
JB  
Initial Review

DS  
JB  
Final Approval

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The agency will assist the City in the following areas: strategy, creative services/branding, media planning, public relations, and social media. Each of these areas is outlined below. The City welcomes the agency as a partner to provide strategic counsel toward furthering the synergy of the City's ad campaign, the City's overall branding, and among owned media channels overseen by City staff, including the website, social media, and e-newsletter.

The goal is to achieve across all channels (owned, earned, and paid) a cohesive brand that represents the City well and inspires people to spend time in Palm Desert, whether that be for an afternoon, a day, a week, or longer.

#### **1. STRATEGY & ACCOUNT MANAGEMENT**

**GOAL:** Work closely with City Staff and the Marketing Committee to create a marketing and media strategy for each fiscal year that maximizes the existing budget to efficiently reach our target audiences and inspire travel to Palm Desert.

##### **SPECIFICS:**

- Annual Strategy – Engage in a workshop with City Staff to create an overarching strategic plan for each fiscal year.
- Marketing Committee – Assist in planning Marketing Committee meetings, prepare informational updates for each committee meeting, and attend meetings via Zoom with in-person agency representation at a minimum of three meetings.

#### **2. CREATIVE SERVICES & BRANDING**

**GOAL:** Keep the City's ad campaign fresh, compelling, and engaging while strengthening the City's overall brand through various channels and projects.

##### **SPECIFICS**

- Asset Development/Refresh - expand the City's library of usable marketing material, including photography and videography. Refresh and update both the "Find Your Happy Place" campaign and the "Palm Desert Pocket Guide" content via two Photo Shoots.
- Design Services for creative development of the ad campaign and Pocket Guide content as needed, including the City's annual calendar.
- Ad mechanicals to produce the various iterations of ads as required by the media plan.

#### **3. MEDIA PLANNING & BUYING**

**GOAL:** Create a comprehensive, creative, and strategic media plan that economically uses limited funds to reach a targeted audience with the City's ad campaign.

##### **SPECIFICS**

- Develop an annual budget that includes a comprehensive, strategic, and diversified media plan and account management that promotes Palm Desert to its target audiences in accordance with direction provided by the City. This media plan is to include both the

City's tourism (out-of market) ad campaign and its in-market advertising for local community events. This media plan should demonstrate maximum spend efficiency and a clear ability to measure return on investment (ROI).

- Negotiate, schedule, and maintain media buys in accordance with the approved media plan. Ensure that all work performed on behalf of the City of Palm Desert is billed to the City at net amounts.
- Provide media administrative services including, but not limited to, record keeping; flowcharts; budget recaps; billing; processing payment; maintaining media buy schedules; buy confirmations; tracking make goods and credits; trafficking of creative materials.
- Evaluate all media proposals submitted to the City and issue recommendations based on cost, validity, and perceived benefits to the marketing/advertising objectives of the City.
- Provide monthly and quarterly reports summarizing project activities and achievements of all services outlined in this scope of work.
- Submit detailed invoices to include the projects and services worked on or completed, with supporting documentation for the previous month's activities.

#### **4. PUBLIC RELATIONS/SOCIAL MEDIA**

**GOAL:** Create synergy with the paid ad campaign by promoting earned media placements and managing the City's tourism Instagram account.

**SPECIFICS:** Continue development of a strategy for earned media that fits into the media plan and capitalizes on City events and amenities, as well as on larger events that happen in the Coachella Valley, such as the BNP Tennis Tournament and the Coachella Music Festival. Explore hosting a Media Fam Trip related to 50<sup>th</sup> Anniversary.

## EXHIBIT "B"

### SCHEDULE OF SERVICES

#### 1. STRATEGY & ACCOUNT MANAGEMENT (\$53,000)

Billed as a monthly retainer across 12 months (July to June)

#### 2. CREATIVE SERVICES & BRANDING (\$190,000)

- A. Ad Campaign Creative Refresh Milestones
  - a. Storyboard - \$25,000
  - b. Photo Shoot Completion - \$40,000
  - c. Shoot Recap - \$35,000
- B. Pocket Guide Creative Refresh Milestones
  - a. Storyboard - \$15,000
  - b. Content Capture Completion - \$25,000
  - c. Capture Recap - \$25,000
- C. Ad Mechanicals Milestones and Deliverables
  - a. Calendar
    - i. Launch & Concept Approval - \$2,500
    - ii. Final Product - \$2,500
  - b. Ad Campaign Assets (two 30-second ads, four 15-second ads, ad sizing) - \$4,000
  - c. Pocket Guide Videos Batch 1 (20 videos) - \$3,000
  - d. Pocket Guide Videos Batch 2 (20 videos) - \$3,000
  - e. Pocket Guide Videos Batch 3 (20 videos) - \$3,000
  - f. Non-video paid media ads (estimated 6 sizes) - \$5,000
  - g. Early-Season Ad (1 size) - \$1,000
  - h. Late-Season Ad (1 size) - \$1,000

#### 3. MEDIA PLANNING & BUYING (\$583,000)

Media Management Services - \$53,000 – Billed as a monthly retainer across 12 months.  
Working Media Investment/Media Buy - \$530,000 – Pass-through expenditure

#### 4. PUBLIC RELATIONS/SOCIAL MEDIA (\$64,000)

Public Relations billed as a monthly retainer across 12 months - \$35,000  
Social Media billed as a monthly retainer across 12 months - \$29,000

**EXHIBIT "C"**  
**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit "B" to this Contract, which is attached hereto and incorporated herein by reference.

**Pass-through Expenditures** – Consultant shall be reimbursed for pass-through media buy expenditures in an amount not to exceed five hundred thirty thousand dollars (\$530,000).

**Renewal** - 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, Riverside-San Bernardino- Ontario.



**AMENDMENT NO. 3 TO CONTRACT NO. C43390 MARKETING SERVICES AGREEMENT  
BETWEEN THE CITY OF PALM DESERT AND IDEA PEDDLER**

**1. Parties and Date.**

This Amendment No. **3** to the **Marketing Services Agreement** is made and entered into as of this **7th** day of **November, 2024**, by and between the City of Palm Desert ("City") and **Idea Peddler, a Limited Liability Company**, with its principal place of business at 106 E 6th St, Ste. 900-937, Austin, TX 78701 ("Consultant"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Marketing Services Agreement" dated June 23, 2022 ("Agreement" or "Contract") for the purpose of retaining the services of Consultant to provide marketing services.

2.2 Amendment No. 1. The City and Idea Peddler entered into Amendment No.1 to increase compensation and allow authorization of extra work under "Compensation". Parties have heretofore entered into Amendment No. 1 dated October 27, 2022.

2.3 Amendment No. 2. The City and Idea Peddler entered into Amendment No.2 to revise the Scope of Services and Compensation. Parties have heretofore entered into Amendment No. 2, dated July 13, 2023.

2.4 Amendment No. 3. The City and Consultant desire to amend the Agreement to revise the Schedule of Services, Exhibit B.

2.5 Amendment Authority. This Amendment No. **3** is authorized pursuant to **Section N** of the Agreement.

**3. Terms.**

3.1 Section 6. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with Exhibit B-1 attached hereto and incorporated herein by reference. All references to Exhibit B in the original contract and any prior amendments shall now refer to Exhibit B-1.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **3**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **3**. From and after the date of this Amendment No. **3**, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **3**.

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. **3**.

3.4 Severability. If any portion of this Amendment No. **3** is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**Contract No. C43390**

3.5 Counterparts. This Amendment No. **3** 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]**

Contract No. C43390

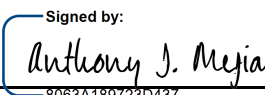
**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO MARKETING SERVICES AGREEMENT  
BETWEEN THE CITY OF PALM DESERT  
AND IDEA PEDDLER**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the **MARKETING SERVICES AGREEMENT** as of the day and year first above written.

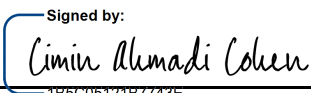
**CITY OF PALM DESERT**

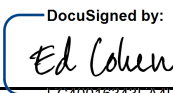
By:   
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L. Todd Hileman  
City Manager

Attest:

By:   
8063A189723D437...  
Anthony J. Mejia  
City Clerk

**IDEA PEDDLER, A LIMITED LIABILITY  
COMPANY**

By:   
1B5C05121B7743E...  
Cimin Ahmadi-Cohen  
CEO

By:   
EC40016343EA4BF...  
Ed Cohen  
VP of Strategy


Approved as to form:

By:   
3820DDF2EAC84B0...  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

City Clerk QC:   
DS

Contract QC: 

Insurance: 

Review: 

Final Approval

## EXHIBIT "B-1" SCHEDULE OF SERVICES

### 6.1 SCHEDULE OF SERVICES

#### 1. STRATEGY & ACCOUNT MANAGEMENT (\$53,000)

Billed as a monthly retainer across 12 months

#### 2. CREATIVE SERVICES & BRANDING (\$186,000)

- A. Ad Campaign Creative Refresh Milestones
  - a. Pre-Production - \$25,000
  - b. Photo Shoot Completion - \$40,000
  - c. Shoot Recap - \$35,000
- B. Pocket Guide Creative Refresh Milestones
  - a. Pre-Production - \$15,000
  - b. Content Capture Completion - \$25,000
  - c. Shoot Recap - \$25,000
- C. Ad Mechanicals Milestones and Deliverables
  - a. Calendar
    - i. Launch & Concept Approval - \$2,500
    - ii. Final Product - \$2,500
  - b. Pocket Guide Videos Batch 1 (minimum of 15 videos) - \$3,000
  - c. Pocket Guide Videos Batch 2 (minimum of 15 videos) - \$3,000
  - d. Pocket Guide Videos Batch 3 (minimum of 15 videos) - \$3,000
  - e. Non-video paid media ads (estimated 6 sizes) - \$5,000
  - f. Early-Season Ad (1 size) - \$1,000
  - g. Late-Season Ad (1 size) - \$1,000

#### 3. MEDIA PLANNING & BUYING (\$578,000)

Media Management Services - \$52,545 – Billed as a monthly retainer across 12 months

Working Media Investment/Media Buy - \$525,455 – Pass-through expenditure

#### 4. PUBLIC RELATIONS/SOCIAL MEDIA (\$73,000)

Public Relations billed as a monthly retainer across 12 months - \$44,000

Social billed as a monthly retainer across 12 months - \$29,000

**EXHIBIT "B-1"**

**SCHEDULE OF SERVICES**

**6.2 Hourly Rates for Incremental/non-scoped work**

A Chief Amount Director/ Senor Media -\$ 250

B Chief Strategist/ Consultant-\$ 250

C Art Director - \$250

D. Senior Graphic Designer - \$ 185

E. Junior Account Manager -\$ 125

F Copywnter-\$ 145

G. Freelance still Shorter -\$ 165

H. Ydeo Editor-\$ 165

I. Still Editor-\$ 145

J. Web Design/ Developer-\$ 115

K production Coordinator -\$ 90

L Facebook/ Instagram Manager -\$ 120

M Junior Media Buyer -\$ 110



**AMENDMENT NO. 4 TO THE MARKETING SERVICES AGREEMENT BETWEEN THE CITY  
OF PALM DESERT AND IDEA PEDDLER**

**1. Parties and Date.**

This Amendment No. 4 (“Amendment”) to the Marketing Services Agreement is made and entered into as of **July 10, 2025** by and between the City of Palm Desert, a municipal corporation organized and operating under the laws of the State of California (“City”), and **Idea Peddler, a a Limited Liability Company** with its principal place of business at **106 E 6<sup>th</sup> St. Ste. 900-937 austin, TX 78701**, Vendor. The City and Vendor are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

The Parties entered into an agreement titled **Marketing Services Agreement** dated **June 23, 2023** (“Agreement”).

Amendment Authority. This Amendment is authorized pursuant to Section 3.9. N of the original Marketing Services Agreement

**3. Terms.**

Amendment. The Agreement is hereby amended as follows:

**Section 3.6. A**  
**Compensation.**

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit B-1** attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$890,000.00 per fiscal year** without written approval of the City Council or City Manager, as applicable.

Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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.

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

Counterparts. This Amendment 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 TO MARKETING SERVICES AGREEMENT BY AND BETWEEN THE  
CITY OF PALM DESERT AND IDEA PEDDLER**

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: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

Attest:

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
City Attorney

**IDEA PEDDLER, A LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_  
Cimin Ahmadi-Cohen  
CEO

By: \_\_\_\_\_  
Ed Cohen  
VP of Strategy

Clerk QC: \_\_\_\_\_

Contracts QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

**EXHIBIT "B-1"**

**6.1 Schedule of Services**

**1. STRATEGY & ACCOUNT MANAGEMENT (\$53,000)**

Billed as a monthly retainer across 12 months

**2. CREATIVE SERVICES & BRANDING (\$186,000)**

- A. Ad Campaign Creative Refresh Milestones
  - a. Pre-Production - \$25,000
  - b. Photo Shoot Completion - \$40,000
  - c. Shoot Recap - \$35,000
- B. Pocket Guide Creative Refresh Milestones
  - a. Pre-Production - \$15,000
  - b. Content Capture Completion - \$25,000
  - c. Shoot Recap - \$25,000
- C. Ad Mechanicals Milestones and Deliverables
  - a. Calendar
    - i. Launch & Concept Approval - \$2,500
    - ii. Final Product - \$2,500
  - b. Pocket Guide Videos Batch 1 (minimum of 15 videos) - \$3,000
  - c. Pocket Guide Videos Batch 2 (minimum of 15 videos) - \$3,000
  - d. Pocket Guide Videos Batch 3 (minimum of 15 videos) - \$3,000
  - e. Non-video paid media ads (estimated 6 sizes) - \$5,000
  - f. Early-Season Ad (1 size) - \$1,000
  - g. Late-Season Ad (1 size) - \$1,000

**3. MEDIA PLANNING & BUYING (\$578,000)**

Media Management Services - \$52,545 – Billed as a monthly retainer across 12 months

Working Media Investment/Media Buy - \$525,455 – Pass-through expenditure

**4. PUBLIC RELATIONS/SOCIAL MEDIA (\$73,000)**

Public Relations billed as a monthly retainer across 12 months - \$44,000

Social billed as a monthly retainer across 12 months - \$29,000

**6.2 Hourly Rates for Incremental/non-scoped work**

- A. Chief Amount Director/ Senior Media -\$ 250
- B. Chief Strategist/ Consultant-\$ 250
- C. Art Director - \$250
- D. Senior Graphic Designer - \$ 185
- E. Junior Account Manager -\$ 125
- F. Copywnter-\$ 145
- G. Freelance still Shorter -\$ 165
- H. Ydeo Editor-\$ 165
- I. Still Editor-\$ 145 J. Web Design/ Developer-\$ 115
- K. production Coordinator -\$ 90
- L. Facebook/ Instagram Manager -\$ 120
- M. Junior Media Buyer -\$ 110

**Exhibit “C”**  
3.6 A Compensation

Consultant shall receive compensation, including authorized reimbursements, for all services rendered under this Agreement at the rates set forth in Exhibit “B-1” to this Contract, which is attached hereto and incorporated herein by reference.

**Pass-through Expenditures** – Consultant shall be reimbursed for pass-through media buy expenditures in an amount not to exceed five hundred thirty thousand dollars (\$525,455).

**Renewal** - In the event that this Agreement is renewed pursuant to **Section 3.2.A**, 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, Riverside-San Bernardino- Ontario.

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Mariela Salazar, Management Analyst

SUBJECT: AMENDMENT NO. 1 FOR THE DISBURSEMENT AND USE OF FUNDS AGREEMENT BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC., DBA PAPA DAN'S PIZZA AND PASTA TO EXTEND THE BUSINESS OPENING DEADLINE

---

## **RECOMMENDATION:**

1. Ratify Amendment No. 1 for the Disbursement and Use of Funds Agreement extending the deadline to commence operations from July 1, 2025, to September 1, 2025, or reasonably thereafter.
2. Authorize the City Manager or designee to execute all documents, agreements, amendments, and related instruments necessary to implement and carry out the intent of this item.

## **BACKGROUND/ANALYSIS:**

On February 27, 2025, the City Council approved an agreement with Fine Quality, Inc., dba Papa Dan's Pizza and Pasta (Recipient) for the disbursement of \$200,000 in Invest Palm Desert Program funds to support the business's reconstruction following the total loss of its original location due to arson fire at the Plaza de Monterey Shopping Center on April 17, 2024.

The agreement included a provision requiring the recipient to commence operations and generate sales tax by July 1, 2025, as a condition for compliance and to avoid potential claw back provisions.

### **Discussion:**

Since the approval of the original agreement, the recipient has faced significant delays in obtaining the required approvals from outside regulatory agencies. Although the recipient has now received clearance from the Fire Department and the Coachella Valley Water District (CVWD), final authorization from the Riverside County Health Department remains pending. These delays have prevented the business from commencing construction and final buildout activities.

The recipient has confirmed that all preparations are in place to proceed as soon as the remaining health permit is issued. These delays are attributable solely to external permitting agencies and are beyond the recipient's control. Staff acknowledges the recipient's continued compliance with all City requirements.

The City remains committed to supporting the recovery of small businesses that contribute to the local economy, particularly long-standing establishments such as Papa Dan's Pizza and Pasta. Given the unique circumstances, staff recommends approval of the First Amendment to

the Agreement to extend the commencement of operations deadline to September 1, 2025, and authorizing the City Manager or designee to extend such deadline further in increments of one month, not-to-exceed January 1, 2026, by issuing Recipient a written letter executed by the City Manager setting forth the new deadline.

**FINANCIAL IMPACT:**

There is no additional impact associated with this amendment. The original \$200,000 allocation remains unchanged, and no additional funds are being requested. All other provisions of the agreement in full effect, including the claw back provision, minimum investment, and five-year operating requirement.

**ATTACHMENTS:**

1. Amendment No.1 Disbursement and Use of Funds- Papa Dan's Pizza and Pasta
2. Papa Dan's Pizza and Pasta-Original Agreement

**AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BETWEEN  
THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC. DBA  
PAPA DAN'S PIZZA AND PASTA**

---

This Agreement for Disbursement and Use of Funds ("Agreement") is entered into this 27 day of February, 2025, by and between the CITY OF PALM DESERT ("City") and Fine Quality Foods Inc. dba Papa Dan's Pizza and Pasta, a corporation, ("Recipient"). City and Recipient are sometimes referred to individually as Party and collectively as Parties.

**RECITALS**

A. City has created the Invest Palm Desert Program ("Program") which establishes a Program fund and allows businesses to apply for money for capital improvements and emergency assistance from the City's Program fund. The Program's goals are to enhance the City's ability to promote economic development, facilitate the growth of businesses that provide high-quality jobs, ensure a strong economic base to support services to City residents, aid in the diversification of the City's economy, and promote an improved quality of life within the City.

C. Recipient has owned and operated an Italian restaurant in the City for forty years, however, in 2024 a fire destroyed Recipient's restaurant. Recipient has secured a new tenant space located at 73011 Country Club Drive F-1, Palm Desert, CA 92270 ("Property"), within the same shopping center as the prior restaurant's location, and Recipient seeks to re-establish Recipient's restaurant within the City.

D. Recipient has submitted a request to City for disbursement of Program funds, to be used only for such capital improvements as specified in Exhibit "A", attached hereto and incorporated herein by reference.

D. City has considered Recipient's request and desires to approve the disbursement of Two Hundred Thousand Dollars (\$200,000.00) of Program funds (the "Funds") to Recipient, to be used only for such capital improvements as specified in Exhibit "A", subject to the terms and conditions set forth herein.

E. The City has determined this Agreement serves a public purpose because the continued operation of the Property will enhance economic development in the City, facilitate the growth of a business that provides high-quality jobs to residents, ensure a strong economic base to support services to City residents, aid in the diversification of the City's economy, promote an improved quality of life within the City, and provide additional tax revenue to the City that will assist the City in providing services to its residents. The City has further determined that the public benefit derived from this Agreement outweighs any private benefit derived from this Agreement.

## **AGREEMENT**

1. Disbursement and Use of Funds. Subject to the terms and conditions of this Agreement, within 30 days of City's receipt of an invoice from Recipient, City shall disburse the Funds to Recipient in a manner convenient to City. Recipient shall use the Funds only for such capital improvements as specified in Exhibit "A", at Recipient's new Italian restaurant located at the Property (the "Business") and shall not use the Funds for any other purpose.

2. Conditions Precedent to Disbursement. City's obligation to perform under this Agreement and to disburse the Funds is subject to the following conditions being satisfied and the City's receipt and approval of the following certifications, documents or materials, each of which shall be in a form and substance satisfactory to the City in its sole and absolute discretion:

a. Recipient shall have made a request to City for the Funds via an invoice detailing how Funds will be used and allocated, which vendors are being purchased from, hired, or otherwise utilized in compliance with Section 3, and containing a signed certification from Recipient that invoices have not been submitted, and will not be submitted, for payment or reimbursement of those particular uses from any other source;

b. Recipient shall have provided certification to City that Recipient has incurred expenses to obtain the capital improvements the Funds will be used for, or is otherwise contractually bound to incur such expenses;

c. Recipient shall have provided evidence to City that Recipient is in compliance with Section 4 of this Agreement; and

d. No Default or Event of Default has occurred and remains uncured. "Default" means any event or condition which, with the passage of time or the giving of notice or both, would constitute an Event of Default (as defined below). The occurrence of any of the following shall be deemed to be a default hereunder (each an "Event of Default"):

i. any default or breach of any of the terms, provisions, and obligations of the Recipient pursuant to this Agreement, and such default or breach is not cured by Recipient within fifteen (15) days from receipt of written notice thereof from City;

ii. commencement of any case under the Bankruptcy Code, Title 11 of the United States Code, or commencement of any other bankruptcy arrangement, reorganization, receivership, custodianship, or similar proceeding under any federal, state, or foreign law by or against Recipient and with respect to any such case or proceeding that is involuntary, and such case or proceeding is not dismissed within sixty (60) days of the filing thereof;

iii. Recipient shall fail to make any payment in respect of any of its indebtedness when due (whether at maturity or upon acceleration) or within any applicable grace period, or any other event or condition shall occur which results in acceleration of the maturity of such indebtedness;

iv. A judgment or order for the payment of money shall be rendered against Recipient, which would have a material adverse effect on Recipient, or any of its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of thirty (30) days;

v. the occurrence of any event (including, without limitation, a change in the financial condition, business, or operations of Recipient for any reason whatsoever) that materially and adversely affects the ability of Recipient to perform any of its obligations under this Agreement;

vi. commencement of any action or proceeding which seeks as one of its remedies the dissolution of Recipient which is not being defended diligently and in good faith by Recipient, but in any event such action or proceeding must be terminated within ninety (90) days following its commencement; or

vii. A material portion of the property of Recipient is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within thirty (30) days of the date thereof.

3. Local Contracting Requirement. Recipient shall only contract with businesses located in the City of Palm Desert in the course of Recipient's utilization of the Funds for the purposes allowed by this Agreement. Recipient shall not spend the Funds with any business which is not located in the City of Palm Desert. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

4. Minimum Investment. Recipient shall invest a minimum of One Million, Two Hundred Thousand Dollars (\$1,200,000.00) into Recipient's Business. Prior to submitting an invoice for disbursement of Funds, Recipient shall submit evidence satisfactory to City in City's sole and absolute discretion that Recipient has complied, or will comply, with this Section. Recipient shall not be eligible to receive Funds and City shall not be obligated to disburse the Funds until City has received such evidence and determined it is satisfied that Recipient has complied or will comply with this Section. Failure to comply with this section will, in addition to other applicable legal and equitable consequences, result in Recipient's ineligibility for future City funding.

5. Five Year Operating Requirement. Recipient covenants and agrees for itself, its successors, assigns, and every successor in interest to Recipient's Business:

a. To commence operations of the Business at the Property in such a manner as to generate sales tax by July 1, 2025.

b. To continuously use and operate the Business for a period of at least five years from the date of the Business's opening to the public. The Business shall be open for a full day's regular business hours twelve months per year, and at least five days every week. The Business may be closed on federal holidays.

c. Damages for Failure to Comply. If the Business fails to commence operations by the time period set forth in Section 5.a., or in any way or for any period of time ceases continuous operations in City's sole judgment within five years from the date of the Business's opening, then City may demand repayment of, and Recipient shall immediately refund to City, One Hundred Thousand Dollars (\$100,000.00) of the Funds (the "Clawback Amount"). The Clawback Amount will be secured by that certain security agreement executed concurrently herewith and in a form attached hereto as Exhibit "B".

d. Recipient's Covenant to Use Property In Accordance With Agreement. Recipient covenants and agrees for itself, its successors and assigns and all voluntary and involuntary successors in interest to Recipient's interest in the Business or the Property or any part thereof, that the Property shall, for the Term, be put to no use other than operation of the Business.

6. Maintenance of Records. Recipient shall keep, preserve, and maintain, for a period of at least six years commencing on the date of City's initial disbursement of Funds to Recipient, all documents and records of any kind relating to Recipient's use of the Funds.

7. Right to Inspect and Audit. The City may inspect and audit all of Recipient's documents and records relating to the Recipient's use of the Funds to ensure compliance with this Agreement and to ensure Recipient uses the Funds for authorized purposes. Recipient shall make such documents and records available to City, at the place and in the manner and form specified by City, within 15 days following City's request for such documents and records. Recipient shall furthermore grant City's employees or agents access to any land, facilities, or improvements relating to Recipient's use of the Funds, within a reasonable amount of time after City issues written notice to Recipient requesting such access.

8. Prevailing Wage Laws. Recipient is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Recipient understands and agrees that it is Recipient's obligation to determine if Prevailing Wage Laws apply with regard to the Recipient's use of Funds under this Agreement. Recipient agrees to fully comply with such Prevailing Wage Laws, if applicable. Recipient shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Recipient shall therefore

comply with such Labor Code sections to fullest extent required by law. It shall be mandatory upon the Recipient and all of Recipient's contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

9. Indemnification. The Recipient shall Indemnify the City, its elected and appointed officials, its officers and employees, attorneys, contractors, and volunteers (together, the "City Indemnitees") from and against any and all liabilities, including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution, ("Liabilities") of any kind or nature relating to the subject matter of this Agreement or the implementation thereof, including without limitation, the obligations to proceed in accordance with applicable law as set forth in sections 8 and 10, and for any damages to property or injuries to persons, including accidental death (and attorney's fees and costs), which may be caused by acts or omissions of the Recipient under this Agreement, whether such activities or performance thereof be by the Recipient or by anyone directly or indirectly employed or contracted by the Recipient and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Recipient shall not be liable for property damage or bodily injury if and to the extent such property damage or bodily injury is directly and proximately caused by the sole or gross negligence or willful misconduct of the City Indemnitees.

The Recipient shall have the obligation to defend any such action covered by this Section; provided, however, if and to the extent that Recipient determines in its reasonable discretion that such action is meritorious or that the interests of the parties justify a compromise or a settlement of such action, after consultation with and reasonable consent from the City, Recipient shall compromise or settle such action in a way that fully protects City from any Liabilities. In this regard, Recipient's obligation to defend shall include the right to hire (subject to the reasonable written approval by the City) attorneys and experts necessary to defend, the right to process and settle reasonable claims, the right to enter into reasonable settlement agreements and pay amounts as required by the terms of such settlement, and the right to pay any judgments assessed against Recipient and/or City. If Recipient defends any such action, as set forth above, it shall Indemnify the City Indemnitees from and against any Liabilities assessed or awarded against any of them by way of judgment, order, decree, settlement, or stipulation.

All rights, duties and obligations of this indemnification shall survive the termination or expiration of this Agreement.

10. Compliance with Law. Recipient shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government (including those of the City). If Recipient's failure to comply with applicable laws, ordinances, codes, or regulations results in a claim for damage or liability to City, Recipient shall be responsible for defending, indemnifying, and holding the City harmless as provided in this Agreement.

11. **Taxes.** Recipient acknowledges and agrees that Recipient shall be responsible for any and all taxes that are associated in any way to the receipt or use of the Funds.

12. **Authority to Enter Agreement.** Recipient and City each respectively represent, covenant, and warrant that they are authorized to enter into and execute this Agreement and to bind each respective Party.

13. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

14. **Agreement Binding on Successors.** This Agreement, together with all obligations, terms, covenants, and conditions herein, shall be binding upon the heirs, executors, administrators, personal representatives, successors in interest and assigns of the Recipient. Whenever the term "Recipient" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

16. **No Third Party Beneficiaries.** All of the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third party beneficiaries are expressly disclaimed.

17. **Laws of California.** This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18. **Assignment.** The rights, obligations, and interests of Recipient shall not be assignable or transferable without the prior written consent of the City. Any attempted assignment without the prior written consent of the City shall be null and void.

19. **Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.

20. **Recipient's Covenant Not to Discriminate.** Recipient covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

*That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision*

*(m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall Recipient, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property.*

21. Relationship Between City and Recipient. It is hereby acknowledged that the relationship between the City and the Recipient is not that of a partnership or joint venture and that the City and the Recipient shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Business. The Recipient agrees to indemnify, hold harmless and defend the City, to the same extent as set forth in Section 9 above, from any claim made against the City arising from a claimed relationship of partnership or joint venture between the City and the Recipient with respect to the development, operation, maintenance or management of the Property or the Business.

*[signatures on the following page]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**CITY OF PALM DESERT**

Signed by:  
By: L. Todd Hileman  
CE3F386232F0405...  
L. Todd Hileman  
City Manager

**FINE QUALITY FOODS INC. DBA  
PAPA DAN'S PIZZA AND PASTA**

DocuSigned by:  
By: Ira Mosley  
787988901590D420...  
Ira Mosley  
President

**ATTEST**

Signed by:  
By: Anthony J. Mejia  
80634189723D437...  
Anthony J. Mejia  
City Clerk

DocuSigned by:  
By: Ira Mosley  
787988901590D420...  
Ira Mosley  
Treasurer

**APPROVED AS TO FORM:**

Signed by:  
By: Isra Shah  
0020DDF2EAC04B0...  
Isra Shah  
City Attorney

Clerk QC: MN

EXHIBIT A

Approved Use of Funds

Expense	Amount	Source
Cornerstone Restaurant Supply and Design	\$397,730.84	
Signarama	\$12,770.07	
Placencia Mirror and Glass	\$44,770.00	
Picard	\$71,954.72	Insurance/Private Equity
S&G Plumbing Services	\$38,500.00	
Innovation Building and Design	\$874,380.00	Insurance/Private Equity
Total	\$1,440,105.63	

**EXHIBIT B**

**Form of Security Agreement**

(Attachment Behind This Page)

**SECURITY AGREEMENT**

This Security Agreement ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ ("Debtor"), and the City of Palm Desert ("Secured Party"), as follows:

For value received, the Debtor grants to the Secured Party a security interest in (i) the property and interests in property described on Exhibit A attached hereto and incorporated herein by reference, and (ii) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Collateral").

This security interest is granted for the purpose of securing the obligations of the Debtor pursuant to that certain Agreement for Disbursement and Use of Funds, of even date herewith, executed by Debtor and Secured Party (the "Funding Agreement"), pursuant to which the Debtor is required to pay the Secured Party a clawback amount of One Hundred Thousand Dollars (\$100,000.00) if Debtor fails to comply with the requirements set forth in the Funding Agreement (the "Obligations").

The Debtor warrants, covenants, and agrees as follows:

1. Title. Except for the security interest granted by this Agreement or as otherwise permitted in writing by Secured Party, the Debtor has, or on acquisition will have, full title to the Collateral free from any lien, security interest, encumbrance, or claim, and the Debtor will, at the Debtor's cost and expense, defend any action that may affect the Secured Party's security interest in, or the Debtor's title to, the Collateral.

2. Financing Statement. No financing statement covering the Collateral or any part of it or any proceeds of it is on file in any public office (except for those approved by Secured Party in its sole discretion). The Debtor hereby authorizes the Secured Party to file such financing statements and continuation statements and other notices, instruments, documents, agreements or consents in such offices as are or shall be necessary or as the Secured Party may determine to be appropriate to create, perfect and establish the priority of the security interest granted by this Agreement in any and all of the Collateral. At the Secured Party's request, the Debtor will pay the filing fees required for all necessary financing statements in forms satisfactory to the Secured Party and will further execute all other instruments deemed necessary by the Secured Party.

3. Sale, Lease, or Disposition of Collateral. Except in the ordinary course of business, the Debtor will not, without the written consent of the Secured Party, sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest in it until this Agreement and all Obligations secured by it have been fully satisfied.

4. Protection of Collateral. The Debtor will not use the Collateral in violation of any statute or ordinance.

5. Taxes and Assessments. The Debtor will pay promptly when due all taxes, assessments and fees on the Collateral, or any part of the Collateral.

6. Reimbursement of Expenses. At the option of the Secured Party, following not less

than ten (10) days written notice to Debtor (unless a shorter or longer period is otherwise expressly provided in any other agreement between the Secured Party and Debtor, or except in the case of an emergency) the Secured Party may discharge taxes, liens, interest, or perform or cause to be performed for and on behalf of the Debtor any actions and conditions, obligations, or covenants that the Debtor has failed or refused to perform, and may pay for any actions to preserve the Collateral, and may enter the premises where the Collateral or any part of it is located and cause to be performed as agent and on the account of the Debtor any acts that the Secured Party may deem necessary for the proper preservation of the Collateral or any part of it. Any and all sums expended by the Secured Party under this paragraph, including but not limited to, attorneys' fees, court costs, agent's fees, or commissions, or any other costs or expenses, shall bear interest from the date of payment at the rate of twelve percent (12%) per annum.

7. Payment & Termination. The Debtor will pay the Obligations secured by this Agreement if and as required in accordance with the terms and provisions of the Funding Agreement. This Agreement will terminate upon the performance of all obligations of Debtor to Secured Party and the termination of the Funding Agreement.

8. Change of Place of Business. The Debtor will promptly notify the Secured Party of any change of the Debtor's principal place of business, or place where records concerning the Collateral are kept.

9. Attorney-in-Fact. The Debtor appoints the Secured Party as the Debtor's attorney-in-fact to do each and every act that the Debtor is obligated by this Agreement to do, and to exercise all rights of the Debtor in the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to make collections and to protect the Secured Party's security interest in the Collateral.

10. Time of Performance and Waiver. In performing any act under this Agreement and the Funding Agreement secured by it, time shall be of the essence. The Secured Party's acceptance of partial or delinquent payments, or the failure of the Secured Party to exercise any right or remedy, shall not constitute a waiver of any obligation of the Debtor or right of the Secured Party and shall not constitute a waiver of any other similar default that occurs later.

11. Default. The Debtor shall be in default under this Agreement on the occurrence of any of the following events or conditions:

- (a) Any default under the Funding Agreement;
- (b) Any warranty, representation, or statement made or furnished to the Secured Party by or on behalf of the Debtor proves to have been false in any material respect when made or furnished;
- (c) Sale or encumbrance to or of any of the Collateral in violation of this Agreement, or the making of any levy, seizure, or attachment of or on the Collateral; or
- (d) Failure of the security interest granted by this Agreement to create a valid and perfected security interest or lien.

12. Remedies. On the occurrence of any event of default, and at any later time, the

Secured Party may declare all obligations secured due and payable immediately, and may proceed to enforce payment and exercise any and all of the rights and remedies provided by the California Commercial Code as well as other rights and remedies either at law or in equity possessed by the Secured Party.

The Secured Party may require the Debtor to assemble the Collateral, or the books, records and contracts relating to the Collateral and make it or them available to the Secured Party at any place to be designated by the Secured Party that is reasonably convenient to both parties. Unless the Collateral threatens to decline rapidly in value, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if the notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this Agreement at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like shall include the Secured Party's reasonable attorneys' fees and legal expenses.

13. Jury Waiver. TO THE EXTENT PERMITTED BY LAW, DEBTOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG DEBTOR AND SECURED PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO SECURED PARTY TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER FINANCING DOCUMENTS.

14. Miscellaneous Provisions.

(a) Governing Law; Venue: This Agreement is delivered in the State of California and governed by California law (without giving effect to its laws of conflicts). Any legal action or proceeding with respect this Agreement shall only be brought in a state or federal court located in Riverside County, California. By the execution and delivery of this Agreement, the Debtor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the jurisdiction of such courts. The Debtor waives any claim that the State of California is not a convenient forum or the proper venue for any such legal action or proceeding.

(b) Parties Bound: This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

(c) Attorneys' Fees: Should any litigation or arbitration be commenced between the parties to this Agreement concerning the Collateral, this Agreement, or the rights and duties of either party in relation to them, the prevailing party shall be entitled to a reasonable sum as reimbursement for his or her attorneys' fees and legal expenses.

(d) Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of that provision shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid,

illegal, or unenforceable provision had never been contained in it.

(e) Entire Agreement: This Agreement constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

(f) Definitions: All terms used in this Agreement that are defined in the California Commercial Code shall have the same meaning in this Agreement as in the Code.

[SIGNATURES FOLLOW THIS PAGE]

The parties have signed this Agreement as of the day and year first above written.


**"DEBTOR"**

[INSERT]

By:

Name:

Title:

  
Ira Mosley  
PRESIDENT

**"SECURED PARTY"**

CITY OF PALM DESERT

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A****Description of Personal Property Collateral**

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, machine tools, motors, equipment controls, attachments, parts, inventory, and chemicals) in which Debtor now or hereafter acquires an interest or right, together with any interest of Debtor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the obligations of Debtor to Secured Party remains unpaid or unperformed, may accrue from such personal property or any part thereof, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Debtor's present and future rights to receive payments of money, services, or property, accounts and other accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights, instruments, general intangibles, payment intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) Debtor's rights under all insurance policies covering any of the aforesaid collateral and all proceeds, loss payments, and premium refunds payable regarding the same;

(e) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of any of the aforesaid collateral; and

(f) All proceeds, increases, substitutions, replacements, additions, and accessions of the aforesaid collateral.

**AMENDMENT NO. 1 TO THE AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS  
BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS ON, INC. DBA PAPA  
DAN'S PIZZA AND PASTA**

**1. Parties and Date.**

This Amendment No. 1 ("Amendment") to the Disbursement and Use of Funds is made and entered into as of **June 30, 2025** by and between the City of Palm Desert, a municipal corporation organized and operating under the laws of the State of California ("City"), and Fine Quality Foods, Inc. dba Papa Dan's Pizza and Pasta, a **a Corporation** with its principal place of business at 73011 Country Club Drive F-1, Palm Desert, CA 92270 ("Recipient"). City and Vendor are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

The Parties entered into an agreement titled "Agreement for Disbursement and Use of Funds" dated **February 27, 2025** ("Agreement").

**3. Terms.**

Amendment. The Agreement is hereby amended as follows:

Section 5.a. The deadline for the Business to commence operations at the Property in such a manner as to generate sales tax is hereby amended to be **September 1, 2025**. The City Council or City Manager may in its sole and absolute discretion extend such deadline further in increments of one month, not-to-exceed January 1, 2026, by issuing Recipient a written letter executed by the City Manager setting forth the new deadline.

**Addition of New Section:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.  
Section 22. Amendment;  
Modification

Continuing Effect of Agreement. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

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.

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

Counterparts. This Amendment 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 TO THE AGREEMENT FOR DISBURSEMENT AND USE OF FUNDS BY  
AND BETWEEN THE CITY OF PALM DESERT AND FINE QUALITY FOODS, INC, DBA PAPA  
DAN'S PIZZA AND PASTA**

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**

**FINE QUALITY FOODS, INC, DBA PAPA  
DAN'S PIZZA AND PASTA, A CORPORATION**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_  
Ira Mosley  
Owner, Papa Dan's Pizza and Pasta

Clerk QC: \_\_\_\_\_

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Jenavieve Alvarez, Management Aide, Information Technology

SUBJECT: DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION OF DISPOSAL.

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## **RECOMMENDATION:**

Declare the items listed on Attachment 1 of this staff report as surplus property and authorize disposal as appropriate.

## **BACKGROUND/ANALYSIS:**

All items on the attached equipment list are either broken or obsolete over a 5-year period. Therefore, staff is requesting City Council authorization to dispose of these items in accordance with Finance Policy FIN-009 and all pertinent federal and state laws and regulations.

## **Legal Review:**

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

## **FINANCIAL IMPACT:**

There is no fiscal impact associated with this item.

## **ATTACHMENTS:**

1. FY2024-25 Surplus Property List



**Exhibit A - Surplus of Electronic Equipment & Other Items**

As of 6/09/2025

<b>Computers</b>	<b>Asset #</b>	<b>Condition</b>	<b>Destination</b>
Dell Latitude 5420	9698	Broken/obsolete	e-wasted
Dell Optiplex 7090	9708	Broken/obsolete	e-wasted
Dell Optiplex 7090	9648	Broken/obsolete	e-wasted
Dell Optiplex 7090	9649	Broken/obsolete	e-wasted
Dell Optiplex 7090	9650	Broken/obsolete	e-wasted
Dell Optiplex 7090	9651	Broken/obsolete	e-wasted
Dell Optiplex 7090	9654	Broken/obsolete	e-wasted
Dell Optiplex 7080 Micro	9599	Broken/obsolete	e-wasted
Dell Precision 5820	9631	Broken/obsolete	e-wasted
Dell Optiplex 7090	9656	Broken/obsolete	e-wasted
Dell Optiplex 7090	9652	Broken/obsolete	e-wasted
Dell Optiplex 7090		Broken/obsolete	e-wasted
Dell Latitude 5420	9768	Broken/obsolete	e-wasted
Dell Optiplex 7090	9709	Broken/obsolete	e-wasted
Dell Latitude 5420	9703	Broken/obsolete	e-wasted
Dell Optiplex 7080 Micro	9600	Broken/obsolete	e-wasted
Dell Latitude 5420	9704	Broken/obsolete	e-wasted
Dell Optiplex 7090 Micro	9741	Broken/obsolete	e-wasted
Dell Latitude 7520	9693	Broken/obsolete	e-wasted
Dell Latitude 5540	9699	Broken/obsolete	e-wasted
Dell Optiplex 7090	9655	Broken/obsolete	e-wasted
Dell Latitude 5420 laptop	9767	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9511	Broken/obsolete	e-wasted
IBM Thinkpad	9544	Broken/obsolete	e-wasted
IBM Thinkpad	9541	Broken/obsolete	e-wasted
IBM Thinkpad	9533	Broken/obsolete	e-wasted
IBM Thinkpad	9508	Broken/obsolete	e-wasted
IBM Thinkpad	9540	Broken/obsolete	e-wasted
IBM Thinkpad	9495	Broken/obsolete	e-wasted
IBM Thinkpad	9507	Broken/obsolete	e-wasted
Dell Optiplex 7060	9421	Broken/obsolete	e-wasted
IBM Thinkpad	9384	Broken/obsolete	e-wasted
Dell Optiplex 7070	9466	Broken/obsolete	e-wasted
IBM Thinkpad	9383	Broken/obsolete	e-wasted
IBM Thinkpad	9401	Broken/obsolete	e-wasted
IBM Thinkpad	9455	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9463	Broken/obsolete	e-wasted
IBM Thinkpad X380	9414	Broken/obsolete	e-wasted
IBM Thinkpad L390	9415	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9468	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9464	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9512	Broken/obsolete	e-wasted

Dell Optiplex 7070 Micro	9558	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9521	Broken/obsolete	e-wasted
Dell Optiplex 7060	9416	Broken/obsolete	e-wasted
Dell Optiplex 7060	9425	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9509	Broken/obsolete	e-wasted
Dell Optiplex 7060	9423	Broken/obsolete	e-wasted
Dell Optiplex 7060	9420	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9523	Broken/obsolete	e-wasted
Dell Optiplex 3060	9445	Broken/obsolete	e-wasted
Dell Optiplex 3060	9448	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9514	Broken/obsolete	e-wasted
Dell XPS 8930	9391	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9520	Broken/obsolete	e-wasted
Dell Optiplex 7060	9418	Broken/obsolete	e-wasted
Dell Optiplex 7060	9320	Broken/obsolete	e-wasted
Dell Optiplex 7060	9424	Broken/obsolete	e-wasted
Dell Optiplex 7060	9323	Broken/obsolete	e-wasted
Dell Optiplex 3060	9293	Broken/obsolete	e-wasted
IBM Thinkpad	9299	Broken/obsolete	e-wasted
Dell Optiplex 3060	9296	Broken/obsolete	e-wasted
Dell Optiplex 3060	9295	Broken/obsolete	e-wasted
IBM Thinkpad	9539	Broken/obsolete	e-wasted
IBM Thinkpad	9532	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9517	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9513	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9514	Broken/obsolete	e-wasted
Dell Optiplex 3060	9431	Broken/obsolete	e-wasted
Dell Optiplex 3060	9452	Broken/obsolete	e-wasted
Dell Optiplex 3060	9306	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9519	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9562	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9518	Broken/obsolete	e-wasted
Dell Optiplex 3060	9305	Broken/obsolete	e-wasted
Dell Optiplex 3060	9308	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9465	Broken/obsolete	e-wasted
Dell Optiplex 7070 Micro	9515	Broken/obsolete	e-wasted
Dell Optiplex 3060	9294	Broken/obsolete	e-wasted
Dell Optiplex 3060	9254	Broken/obsolete	e-wasted
Dell Precision 5820	9125	Broken/obsolete	e-wasted
iPad Air 5th gen	9948	Broken/obsolete	e-wasted

<b><u>Monitors/Other electorinics</u></b>	<b><u>Asset #</u></b>	<b><u>Condition</u></b>	<b><u>Destination</u></b>
Multiple monitors	no tags	broken	e-waste
old cell phones	no tags	Broken/obsolete	e-waste
HP 400	8769	Broken/obsolete	e-waste
HP 600	8713	Broken/obsolete	e-waste

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Bertha A. Cepeda-Escobedo, Business Operations Manager

SUBJECT: AUTHORIZE FUNDS FOR THE PURCHASE OF GURNEYS AND STAIR CHAIRS FROM STRYKER SALES CORPORATION

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## **RECOMMENDATION:**

1. Authorize an additional \$1,376 for the purchase of gurneys and stair chairs from Stryker Sales Corporation for a total purchase price of \$236,647.87 in Fiscal Year 2024/25.
2. Authorize the purchase of gurneys and stair chairs from Stryker Sales Corporation for an amount not to exceed \$118,244.70 in Fiscal Year 2025/26, plus a \$5,000 contingency for unforeseen expenses.
3. Authorize the City Manager to execute any documents necessary to effectuate the actions taken herewith.

## **BACKGROUND/ANALYSIS:**

The City's Fire Services Division anticipates the ongoing need for gurney and stair chair replacements and outfitting as new medic units are added, existing units are remounted, and older equipment reaches end-of-life due to normal wear and heavy usage. In accordance with our contract, the City is responsible for these purchases."

To ensure uninterrupted emergency medical services and operational efficiency, staff program an annual allocation for these critical equipment needs. This strategy will:

- Align with scheduled vehicle replacements and remounts
- Minimize delays in emergency response readiness due to equipment incompatibility
- Allow bulk purchasing to improve pricing and reduce the administrative burden
- Ensure compliance with current safety and operational standards

## **Discussion**

On December 11, 2024, the City Manager approved the purchase of Stryker gurneys, stair chairs, and related medical equipment in the amount of \$235,647.87 for outfitting of Medic 102, as well as remounts of Medics 233 and 271. The purchase was made through Stryker Sales Corporation, the manufacturer of gurneys and cots currently in use across all City-operated ambulances.

Stryker equipment is designed to meet Riverside County Fire Department standards and integrates seamlessly with the City's existing ambulance mounting systems, electrical connections, and loading mechanisms. Procuring equipment from another manufacturer would require significant retrofitting, increasing both cost and downtime.

City of Palm Desert  
Approve Additional Funds for Stryker Gurneys and Chairs

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Staff explored third-party procurement options but found that alternative vendors only serve as resellers, offering the same equipment at higher prices due to markups. Therefore, direct procurement from Stryker remains the most cost-effective and operationally sound approach.

All equipment has been delivered and invoiced. However, due to the implementation of Measure G (effective April 1, 2025), the final invoice included an additional \$1,376 in sales tax. In addition, the City recently entered into a preventive maintenance agreement with Stryker. When combined with the equipment purchase, this exceeds the City Manager's aggregate purchasing authority with a single vendor, necessitating City Council approval.

Staff also request authorization to proceed with the programmed Fiscal Year 2025/26 purchase of Stryker equipment. A quote was received in the amount of \$118,244.70 which includes applicable trade-in credits, freight, and 8.75% sales tax. Staff request approval to include a \$5,000 contingency for unforeseen costs: a total of \$123,244.70.

**Legal Review:**

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

**FINANCIAL IMPACT:**

The Public Works Department Capital Improvement Project (CIP) List for Fiscal Year 2025/26 includes funds under Account No. 5304220-4403000 for the purchase of Stryker equipment; therefore, there is no additional financial impact to the general fund with this action. The table below illustrates the funding and costs of the Stryker equipment:

<i>Equipment / Account</i>	<i>Budget</i>	<i>Expenses</i>	<i>Balance</i>
<i>FY 23/24 CIP 534220-4403000</i>	\$250,000		
<i>Stryker Gurney / Stair Chairs</i>		\$235,647.87	
<i>*Additional Funds</i>		\$1,376.00	
<i>Proposed FY 25/26 CIP 5304220-4403000</i>	\$175,000		
<i>*FY 25/26 Stryker Equipment</i>		\$118,244.70	
<i>*FY 25/26 Equipment - Contingency</i>		\$5,000.00	
<i>Totals</i>	<b>\$400,000</b>	<b>\$365,268.57</b>	<b>\$34,731.43</b>

***\*Current Request***

Any remaining funds will be reallocated towards the purchase of other emergency medical equipment.

**ATTACHMENTS:**

1. FY 24/25 Stryker Quote 11021567
2. FY 24/25 Stryker Quote 11026195
3. FY 25/26 Stryker Quote 11044805



2025 Amulances Gurneys

Quote Number:11021567

Version:1

Prepared For:CITY OF PALM DESERT

Attn:

Quote Date:11/22/2024

Expiration Date:02/20/2025

Remit to:Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:David Gandara

Email:david.gandara@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT
Account #:	20127530	Account #:	20127530	Account #:	20127530
Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY
	PALM DESERT		PALM DESERT		PALM DESERT
	California 92260-2728		California 92260-2728		California 92260-2728

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	\$35,074.13	\$70,148.26
2.0	6252000000	Stair-PRO Model 6252	2	\$4,822.20	\$9,644.40
2.1	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
2.2	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
2.3	6252026000	Common Components		\$0.00	\$0.00
2.4	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
2.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
2.6	6252022000	Main Frame Assy Option		\$0.00	\$0.00
2.7	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
2.8	6252028000	No Foot Rest Option		\$0.00	\$0.00
2.9	6252040000	Removable Head Support		\$108.30	\$216.60
2.10	6252024000	No IV Clip Option		\$0.00	\$0.00
3.0	639005550001	MTS POWER LOAD	2	\$32,356.87	\$64,713.74
Equipment Total:					\$144,723.00



2025 Amulances Gurneys

Quote Number: 11021567

Version: 1

Prepared For: CITY OF PALM DESERT

Attn:

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep: David Gandara

Email: david.gandara@stryker.com

Phone Number:

Quote Date: 11/22/2024

Expiration Date: 02/20/2025

Price Totals:

Estimated Sales Tax (7.750%):	\$11,216.03
Freight/Shipping:	\$1,809.04
Grand Total:	\$157,748.07

Prices: In effect for 30 days

Terms: Net 30 Days

**Terms and Conditions:**  
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



M102

Quote Number:11026195

Version:1

Prepared For:CITY OF PALM DESERT

Attn:

Quote Date:11/22/2024

Expiration Date:02/20/2025

Remit to:Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:David Gandara

Email:david.gandara@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT
Account #:	20127530	Account #:	20127530	Account #:	20127530
Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY
	PALM DESERT		PALM DESERT		PALM DESERT
	California 92260-2728		California 92260-2728		California 92260-2728

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$33,519.72	\$33,519.72
2.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$31.50	\$31.50
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	\$953.21	\$953.21
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,354.55	\$1,354.55
5.0	639005550001	MTS POWER LOAD	1	\$30,616.90	\$30,616.90
6.0	6252000000	Stair-PRO Model 6252	1	\$4,822.81	\$4,822.81
6.1	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
6.2	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
6.3	6252026000	Common Components		\$0.00	\$0.00
6.4	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
6.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
6.6	6252022000	Main Frame Assy Option		\$0.00	\$0.00
6.7	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
6.8	6252028000	No Foot Rest Option		\$0.00	\$0.00
6.9	6252040000	Removable Head Support		\$110.00	\$110.00
6.10	6252024000	No IV Clip Option		\$0.00	\$0.00



M102

Quote Number:11026195

Version:1

Prepared For:CITY OF PALM DESERT

Attn:

Quote Date:11/22/2024

Expiration Date:02/20/2025

Remit to:Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:David Gandara

Email:david.gandara@stryker.com

Phone Number:

Equipment Total:	\$71,408.69
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Price Totals:

Estimated Sales Tax (7.750%):	\$5,534.17
Freight/Shipping:	\$956.94
Grand Total:	\$77,899.80

Prices: In effect for 30 days

Terms: Net 30 Days

**Terms and Conditions:**  
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



M67 M267 2026

Quote Number:11044805

Version:1

Prepared For:CITY OF PALM DESERT

Attn:

Remit to:Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:David Gandara

Email:david.gandara@stryker.com

Phone Number:

Quote Date:06/30/2025

Expiration Date:09/28/2025

Contract Start:01/06/2025

Contract End:01/05/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT	Name:	CITY OF PALM DESERT
Account #:	20127530	Account #:	20127530	Account #:	20127530
Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY	Address:	44400 TOWN CENTER WAY
	PALM DESERT		PALM DESERT		PALM DESERT
	California 92260-2728		California 92260-2728		California 92260-2728

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	2	\$33,068.01	\$66,136.02
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$35,844.99	\$35,844.99
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	\$34.41	\$34.41
4.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	\$1,049.97	\$1,049.97
5.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	\$1,502.88	\$1,502.88
6.0	6252000000	Stair-PRO Model 6252	1	\$4,822.20	\$4,822.20
6.1	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
6.2	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
6.3	6252026000	Common Components		\$0.00	\$0.00
6.4	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
6.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
6.6	6252022000	Main Frame Assy Option		\$0.00	\$0.00
6.7	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
6.8	6252028000	No Foot Rest Option		\$0.00	\$0.00
6.9	6252040000	Removable Head Support		\$114.00	\$114.00
6.10	6252024000	No IV Clip Option		\$0.00	\$0.00



M67 M267 2026

Quote Number: 11044805

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1  
Prepared For: CITY OF PALM DESERT  
Attn:

Rep: David Gandara  
Email: david.gandara@stryker.com  
Phone Number:

Quote Date: 06/30/2025  
Expiration Date: 09/28/2025  
Contract Start: 01/06/2025  
Contract End: 01/05/2026

Equipment Total: \$109,504.47

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-\$2,500.00	-\$2,500.00
TR-SPCOT-PL	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERLOAD	2	-\$2,500.00	-\$5,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
7.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 01/10/2025 - 01/09/2026 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	2	\$2,069.76	\$4,139.52
7.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 01/10/2025 - 01/09/2026 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	\$1,457.28	\$1,457.28
7.3	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 01/10/2025 - 01/09/2026 √ Parts, Labor, Travel √ Preventative Maintenance	1	\$278.08	\$278.08
ProCare Total:				\$5,874.88	

Price Totals:

Estimated Sales Tax (8.750%):	\$8,925.39
Freight/Shipping:	\$1,439.96
Grand Total:	\$118,244.70



M67 M267 2026

Quote Number: 11044805

Version: 1

Prepared For: CITY OF PALM DESERT

Attn:

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep: David Gandara

Email: david.gandara@stryker.com

Phone Number:

Quote Date: 06/30/2025

Expiration Date: 09/28/2025

Contract Start: 01/06/2025

Contract End: 01/05/2026

Comments:

Trade in Applied

Serial Numbers Applied: 161141964, 161141965, 161141966

Prices: In effect for 30 days

Terms: Net 30 Days

**Terms and Conditions:**  
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: David Reyes Jr, Public Works Superintendent

SUBJECT: APPROVE CHANGE ORDER NO. 2 TO CONTRACT C45130 WITH M & M SWEEPING, INC., FOR STREET AND PARKING LOT SWEEPING SERVICES (PROJECT NO. MST00010)

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## **RECOMMENDATION:**

1. Approve Change Order No. 2 to Contract C45130 with M&M Sweeping, Inc., for Citywide Street Sweeping Services, in the amount of \$10,800, increasing the total annual amount to \$252,000 per fiscal year, subject to a Services Price Increase.
2. Authorize the City attorney to make non-monetary changes to the agreement and change order.
3. Authorize City Manager to execute change orders, the two extension amendments, and any documents necessary to effectuate the actions taken herewith.

## **BACKGROUND/ANALYSIS:**

The City of Palm Desert's Public Works Citywide Street Sweeping Services Program includes scheduled commercial and residential street sweeping, as well as sweeping of City-owned parking lots. These services are essential for maintaining public cleanliness and for regulatory compliance.

Under the National Pollutant Discharge Elimination System (NPDES) permit, as mandated by the Federal Clean Water Act, municipalities are required to implement Best Management Practices (BMPs) that reduce pollutants and litter accumulation in stormwater runoff. In addition, the South Coast Air Quality Management District (SCAQMD) requires the removal of sediment from public roadways to reduce airborne particulate matter. Street sweeping is recognized as one of the most effective methods to meet both water and air quality regulatory requirements.

## **Discussion**

On April 27, 2023, the City Council approved Contract No. C45130 with M&M Sweeping, Inc., for citywide street sweeping services in the annual amount of \$230,917, for a three-year term with the option of two one-year extensions. At the same meeting, an additional \$25,000 annually was authorized for extra sweeping services. In Fiscal Year 2024/25, Change Order No. 1 was administratively approved by the City Manager to incorporate a 4.5% Services Price Increase, raising the annual contract amount to \$241,200.

For Fiscal Year 2025/26, M&M Sweeping, Inc., has submitted a request for an additional 4.5% Services Price Increase adjustment, citing ongoing cost increases due to the following factors:

- Parts & Supplies: Rising prices driven by tariffs and supply chain disruptions

- Insurance: Notable increases in commercial auto and liability insurance premiums
- Labor Market: Higher wages and staffing shortages due to a competitive labor market
- Equipment Maintenance: Significant increases in costs for equipment repairs and maintenance

These escalating operational expenses are affecting the contractor's ability to maintain service levels under the current contract terms. Staff reviewed the request and determined it to be reasonable. As such, staff recommend approving the requested Services Price Increase adjustment, resulting in a revised annual contract total of \$252,000, as outlined in M&M Sweeping, Inc.'s price increase request, and maintaining the annual amount of \$25,000 for additional street sweeping services.

**Legal Review:**

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

**FINANCIAL IMPACT:**

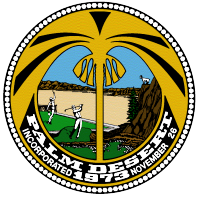
The Public Works operating budget for Fiscal Year 2025/26 includes adequate funding for street and parking lot sweeping services. The revised contract total, including provisions for extra sweeping as needed, is \$277,000. Therefore, there is no additional impact to the general fund as a result of this action.

The following table illustrates the contract's budget and expenses:

<i>Street Sweeping Accounts</i>	<i>Budget</i>	<i>Contract Costs</i>	<i>Balance</i>
<i>Streets - 1104310-4332000</i>	\$210,000	\$208,220	
<i>Street (Extras) - 1104310-4332000</i>	\$25,000	\$25,000	
<i>Corpyard - 1104330-4331000</i>	\$5,000	\$4,450	
<i>Civic Center - 1104610-4332100</i>	\$10,000	\$10,000	
<i>Parks - 1104611-4332501</i>	\$8,500	\$8,050	
<i>Entrada del Paseo - 1104614-4392101</i>	\$5,000	\$3,230	
<i>Aquatic Center - 2424549-4331100</i>	\$5,000	\$2,330	
<i>PP E/W - 2774373-4309103</i>	\$8,000	\$7,770	
<i>PP III - 2824373-4309103</i>	\$5,000	\$5,500	
<i>Parkview - 5104195-4369601</i>	\$2,500	\$2,450	
<b><i>Totals</i></b>	<b>\$284,000</b>	<b>\$277,000</b>	<b>\$7,000</b>

**ATTACHMENTS:**

1. Change Order No. 2
2. Services Price Increase Letter



# CITY OF PALM DESERT

## CONTRACT CHANGE ORDER

Contract No / P.O. #:	C45130	New
Change Order No.:	2	
Contingency:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Account No.:	Various	
Project No.:	MST00010	
Vendor No.:	V0001313	

Contract Purpose: Citywide Street Sweeping Services

Contractor Name: M&M Sweeping, Inc.

Project Manager: David Reyes, Jr.

This Change Order is hereby executed on: July 10, 2025

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
CPI Increase 4.5%		\$ 10,800.00
<b>Totals:</b>	\$ 0.00	\$ 10,800.00
<b>Net Change in Contract Price:</b>		\$ 10,800.00

### Justification:

Consumer Price Index (CPI) increase of approximately 4.5% due to escalating operational expenses.

<b>Original Contract Amount:</b>	+	\$ 230,917.00
Contingency:	+	
<b>Total Budget Amount:</b>		\$ 230,917.00
Less: Expend. / Encumb. To Date:	-	\$ 241,200.00
Less: This Change Order Amount:	-	\$ 10,800.00
<b>Remaining for Project:</b>		-\$ 21,083.00

Contingency:	+	
Less: Prior Change Order(s):	-	\$ 10,283.00
Less: This Change Order:	-	\$ 10,800.00
<b>Remaining of Contingency:</b>		-\$ 21,083.00

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

Twenty One Thousand Eighty Three \_\_\_\_\_ dollars and 00 /100 ( \$ 21,083.00 )

Revised Contract Total: \$ 252,000.00

Contract No. C45130 Contract Change Order No. 2Contract 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 Director2. ACCEPTED BY: Contractor3. CERTIFIED FUNDS  
AVAILABLE Finance Director4. APPROVED BY: Interim City Manager

<p><b>NOTE: No payments will be made prior to City Manager or Council approval</b></p>
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QC: \_\_\_\_\_



CONSTRUCTION • RESIDENTIAL • COMMERCIAL  
P.O. Box 878  
Thousand Palms, CA 92276-0878  
Tel (760) 343-3003  
Fax (760) 343-1125  
Cell (760) 250-4053 or  
(858) 382-0992

March 21, 2025

**Re: Citywide Street Sweeping Services Price Increase**

Dear David Reyes:

M&M Sweeping is requesting an increase in the contract C45130, with the City of Palm Desert by 4.5%, total annual amount will be \$252,000.00 starting July 1<sup>st</sup> 2025. This increase is due to a continued rise in costs with additional inflationary cost increases for parts, labor, Insurance. Tariffs are affecting part and supply costs. Commercial Insurance policies for Automobile, Liability are seeing significant increases. Quality labor is causing challenges in finding reliable workers. Parts and repairs for equipment have seen large increases for both parts and labor.

M&M sweeping has been working on maintaining the level of service we want to provide to the city. This approval will help us continue to do that. Meanwhile, we are focusing on continuous improvement initiatives related to our controllable costs to soften the financial impact. With regards to the excessive amount of sand, we appreciate the help from the City of Palm Desert Public Works Department.

As always, if you have any specific questions or concerns about this change, please contact us.

We sincerely appreciate your business and look forward to continuing to serve your future needs in sweeping and drain cleaning services.

Sincerely,



Richard Juge, President



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Shawn Muir, Community Services Manager  
Kevin Swartz, Project Manager

SUBJECT: APPROVE CONSTRUCTION TASK ORDER AND FURNITURE CHANGE  
ORDER FOR CITY HALL OFFICE SPACE IMPROVEMENTS – PHASE  
THREE (PROJECT NO. SFA00006)

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## **RECOMMENDATION:**

1. Authorize the City Manager to approve Task Orders under Contract No. C44620 for Office Space Improvements - Phase Three, in an aggregate amount not-to-exceed \$800,000 in Fiscal Year 2025/26.
2. Authorize the City Manager to approve a Change Order to Quality Office Furnishings Contract No. A48790, for the purchase of additional cubicles in an amount not-to-exceed \$50,000 for various departments.
3. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
4. Authorize the City Manager to execute the task orders and documents necessary to effectuate these actions.

## **BACKGROUND/ANALYSIS:**

Palm Desert City Hall is a 45,000-square-foot facility constructed in 1983. At the time of construction, it was equipped with new furniture, fixtures, and equipment to meet applicable safety standards and support a functional work environment. By Fiscal Year 2007/08, nearly 25 years later, the City began replacing aging cubicle systems due to general wear and the unavailability of replacement parts. Since that time, Facilities staff have continued to face challenges in maintaining these outdated systems, including retrofitting for modern electrical and data needs and salvaging components from other units to maintain operability.

As a result, a comprehensive phased approach began in 2020, supported by a total budget of \$3.98 million from the Capital Improvement Building Maintenance Fund. This effort focused on enhancing the customer experience in the Development Services Lobby and replacing aging cubicles with a standardized workstation system.

In addition, the employee break room was renovated in 2025. While not part of the original phased project, the renovation was completed at a cost of \$308,853.82 through the Civic Center Complex Improvements Project under Account No. 4504161-4400100, Cap-Building Maintenance.

A detailed breakdown of the three project phases is provided below.

## **PHASE ONE: Completed Improvements**

In FY 2020/21, the City Council approved improvements to the Development Services lobby and adjacent administrative areas. The goal was to enhance customer experience, modernize workspaces, and promote safety and efficiency for both the public and staff.

Phase One, focused on the renovation of the Development Services lobby and adjacent areas, was completed on September 20, 2023, at a total cost of \$2,010,684.

Following Phase One, the city staff conducted a comprehensive space planning review to evaluate departmental layout, improve service delivery, and ensure long-term alignment with operational needs. The review concluded that the remaining cubicle systems throughout City Hall had exceeded their useful life.

**Goals for Future Phases:**

- Realign staff workspaces for operational efficiency
- Standardize cubicle systems across departments
- Address safety and functionality concerns

**PHASE TWO: Recently Completed**

On December 14, 2023, the City Council approved Phase Two of the project with a budget of \$560,840. This phase addressed upgrades for the following departments:

- Public Works
- Capital Projects
- Development Services (Planning, Code Compliance, Land Development, Building & Safety, and Permit Center)
- Economic Development

**Phase Two Scope of Work:**

- Installation of new cubicles with updated electrical/data infrastructure
- New carpeting
- Interior painting of offices, conference rooms, and common areas
- Furniture relocation
- Minor wall demolition and construction of new offices
- Concrete removal and floor leveling

Phase Two was completed in Fiscal Year 2024/25.

**PHASE THREE: Proposed Scope and Budget**

Staff are requesting approval to proceed with Phase Three, and upgrade the following remaining areas of the entire project:

- City Manager's Office area
- Human Resources
- Finance
- Information Technology
- Former Special Programs Office
- Administrative Conference Room

- North Wing Conference Room, Hub, and Kitchen

**Phase Three Scope of Work:**

- Installation of new cubicles with updated electrical and data infrastructure
- New carpeting and tile
- Interior painting (offices, conference rooms, and common areas)
- Furniture relocation
- Minor wall demolition
- New casework (cabinets), including the North Wing kitchen
- Construction of new offices
- Concrete removal and floor leveling

Cubicles for this Phase Three have been procured separately under Contract No. A48790 in the amount of \$122,032.78.

**Additional Cubicles (Not-To-Exceed \$50,000)**

- Code Compliance
- Traffic Division
- City Manager Admin
- Public Works

The construction portion of Phase Three is estimated at \$650,000–\$800,000. A Request for Proposals (RFP) was issued on May 8, 2025, to four vendors under Facilities Repairs and Improvements Contract No. C44620. A job walk was conducted on May 15, 2025, with three firms in attendance. Two proposals were received—\$650,000 and \$950,000, respectively. On June 26, 2025, the City Council awarded eight new contracts under the Facilities Repairs and Improvements Program under Contract No. C44620. Should Phase Three be approved, a new RFP will be issued to both existing and newly awarded contractors to ensure competitive pricing.

**Project Timeline and Funding Request**

Pending Council approval, construction is anticipated to begin in August or September 2025, with completion expected by February 2026, subject to material availability. Staff requests City Council authorization for an amount not-to-exceed \$800,000.

Staff also requests approval for the purchase of additional cubicles in an amount not-to-exceed \$50,000 from Quality Office Furnishings that have been requested for various departments.

**Legal Review:**

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

**FINANCIAL IMPACT:**

Funds for Office Space Improvements - Phase Three were included in the approved Capital Improvement Project (CIP) List for Fiscal Year 2025/26 under Account No. 4504164-4400100,

City of Palm Desert  
City Hall Office Space Improvements – Phase Three

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Cap-Building Maintenance; therefore, there is no additional financial impact to the General Fund as a result of this action. The following table illustrates the total budget and costs of the project:

<i>Account / Building</i>	<i>CC Mtg</i>	<i>Budget</i>	<i>Expenditures</i>	<i>Balance</i>
<i>FY 2021/22 Acct #4504161-4400100</i>		\$50,000		
<i>Phase One – Design/Holt Architects</i>			\$32,350	
<i>Appropriation</i>	11/18/2021	\$100,000		
<i>Phase One - DS Lobby Reno Design/Build</i>	11/18/2021		\$950,000	
<i>Phase One – DS Lobby Reno Contingency</i>	11/18/2021		\$100,000	
<i>FY 2022/23 Acct #4504161-4400100</i>		\$1,000,000		
<i>Appropriation</i>	07/14/2022	\$1,168,341		
<i>Phase One - DS Lobby Reno CO#1</i>	07/14/2022		\$1,168,341	
<i>Reallocated Funds</i>	12/14/2023	\$560,841		
<i>Phase Two - Cubicles</i>	12/14/2023		\$311,052	
<i>Phase Two – Office Improvements</i>	12/14/2023		\$370,278	
<i>FY 2024/25 Acct 4504164-4400100</i>		\$1,100,000		
<i>Employee Break Room Improvements</i>	12/18/2024	\$310,000	\$308,854	
<i>Phase Three - Cubicles</i>	01/08/2025		\$122,033	
<b><i>**Phase Three – Cubicles Change Order</i></b>	<b>07/10/2025</b>		<b>\$50,000</b>	
<b><i>**Phase Three – Construction</i></b>	<b>07/10/2025</b>		<b>\$800,000</b>	
<b><i>Totals</i></b>		<b>\$4,289,182</b>	<b>\$4,212,908</b>	<b>\$76,274</b>

**\*\*Current Request**

**ATTACHMENTS:**

1. Contract No. A48790
2. City Hall Phase Three Space Plan

**CITY OF PALM DESERT**  
**GOODS AND EQUIPMENT PURCHASE AGREEMENT**  
**OFFICE SPACE IMPROVEMENTS PHASE 3 - FURNITURE**

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered into this **8th** day of **January 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 **Quality Office Furnishings, Inc. a Corporation**, with its principal place of business at 23825 Via Del Rio, Yorba Linda, CA, 92877 ("Supplier"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**Section 1. Definitions/Cooperative Procurement.**

A. Definitions.

1. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor, or other services, including design, engineering, and installation services, provided by Supplier as specified in Exhibit "A", attached hereto and incorporated herein by reference.
2. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to the City, ready for approval, testing and/or use as specified in Exhibit "B."

B. Cooperative Procurement. This Agreement is entered into pursuant to City of Palm Desert Municipal Code section 3.30.160, which authorizes participation with other governmental agencies who have, through a bidding process, determined to award or purchase goods and/or services from Supplier.

1. Program. The purchase has been made through a **REQUEST FOR PROPOSAL**, a program for the procurement of goods and services for governmental agencies. Documents related to the procurement of this Agreement shall be made available to City upon request.
2. Reserved.

**Section 2. Materials And Workmanship.**

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without the City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, the City will decide the question of equality. When requested by the City, Supplier will furnish the City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods. Material samples will be submitted at the City's request.

**Section 3. Inspections And Tests.**

The City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming,

unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, the City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair the City's right to reject nonconforming goods, irrespective of the City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

#### **Section 4. Warranty.**

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by the City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. The City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from the City, at the option of the City, and at Supplier's own expense and without cost to the City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to the City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to the City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold the City and their officials, officers, employees, volunteers, representatives and agents harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, the City will not be limited to the remedies set forth in this Section 4, but will have all the rights and

remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to the City under the California Commercial Code.

**Section 5. Prices.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by the City's authorized representative. The total price shall include (i) all federal, state, and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to the City hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. Changes.**

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between the City and Supplier and such change will be authorized by a change order document signed by the City and accepted by Supplier.

**Section 7. Payments.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by the City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by the City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect the City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, the City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by the City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to the City to indemnify City against any claim or lien at no cost to the City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against the City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

#### **Section 8. Schedule For Delivery.**

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify the City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights the City may have under this Agreement or at law, Supplier shall pay City the sum of \$250.00 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that the City can maximize the efficient completion of such project(s).

#### **Section 9. Taxes.**

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to the City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

#### **Section 10. Independent Contractor.**

Supplier enters into this Agreement as an independent contractor and not as an employee of the City. Supplier shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

#### **Section 11. Subcontracts.**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to the City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

#### **Section 12. Title And Risk Of Loss.**

Unless otherwise agreed, the City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of the City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then the City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods, but which does not become a part of the Goods.

#### **Section 13. Indemnification.**

A. Supplier shall defend, indemnify and hold the City of Palm Desert ("City"), and their officials, officers, employees, volunteers, representatives and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors, and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, and their officials, officers, employees, agents, representatives or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against the City or its officials, officers, employees, agents, representatives, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse the City and their officials, officers, employees, agents, representatives and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, and their officials, officers, employees, agents, representatives, or volunteers.

#### **Section 14. Insurance.**

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give the City, and their officials, officers, employees, agents, representatives, or volunteers additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City, or any additional insureds shall not be called upon to contribute to any loss and shall contain or be endorsed with a waiver of subrogation in favor of the City, and their officials, officers, employees, agents, representatives, and volunteers. The

limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish the City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

## **Section 15. Liens.**

A. Supplier, subcontractors and any other suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and any other suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and any other suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

## **Section 16. Termination Of Agreement By City.**

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, the City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event the City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights,

**Contract No. A48790**

options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which the City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,
2. Unless otherwise directed by the City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and
3. Deliver only such portions of the Goods which the City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that the City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

## **Section 17. Force Majeure**

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

**Contract No. A48790**

C. In the event of any such excused interference with shipments, the City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

### **Section 18. Miscellaneous Provisions.**

A. 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:

**Supplier:** Quality Office Furnishings, Inc.  
23825 Via Del Rio  
Yorba Linda, CA 92887  
ATTN: **Kandee Mathews**

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: **Ryan Lamb, Capital Projects**

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.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

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

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

E. 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.

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

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

**Contract No. A48790**

H. Interpretation. 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.

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

J. Authority to Enter 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.

K. 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.

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

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

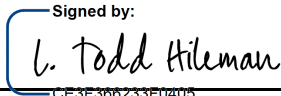
**[SIGNATURES ON FOLLOWING PAGE]**

Contract No. A48790

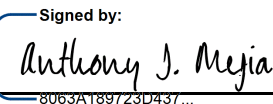
**SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT  
BETWEEN THE CITY OF PALM DESERT  
AND QUALITY OFFICE FURNISHINGS, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

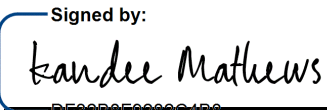
**CITY OF PALM DESERT**

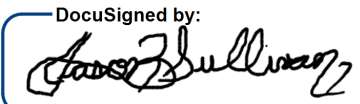
By:   
CE3F366233F0406...  
L. Todd Hileman  
City Manager

Attest:

By:   
8063A189723D437...  
Anthony J. Mejia  
City Clerk

**QUALITY OFFICE FURNISHINGS, INC., A CORPORATION**

By:   
DF32B8F9282C4B6...  
Kandee Mathews  
President C.E.O.

By:   
B0EE33A55B8E4C5...  
Jason Sullivan  
Vice President

Approved as to form:


By:   
3820DDF2EAC84B0...  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

City Clerk QC: 

Contracts QC: 

Insurance:

  
Initial Review

  
Final Approval

**Contract No. A48790**

**Exhibit A**

**Goods Specifications**

**Exhibit A-1: City Manager Office & Human Resources**

**Exhibit A-2: City Manager Wardrobe**

**Exhibit A-3: Finance**

**Exhibit A-4: North Wing Hub & IT**

Exhibit "A"

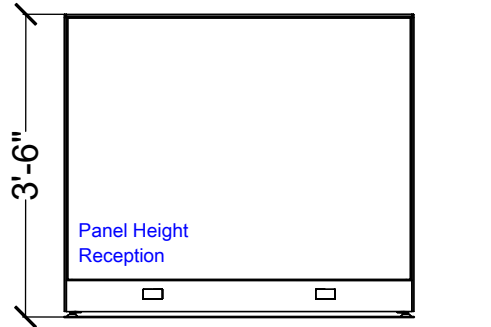
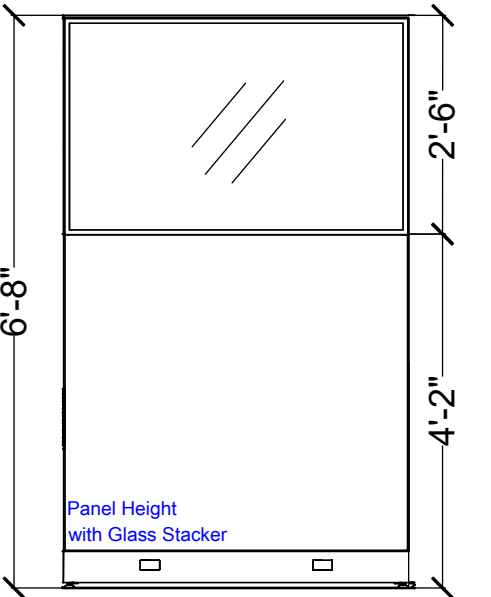
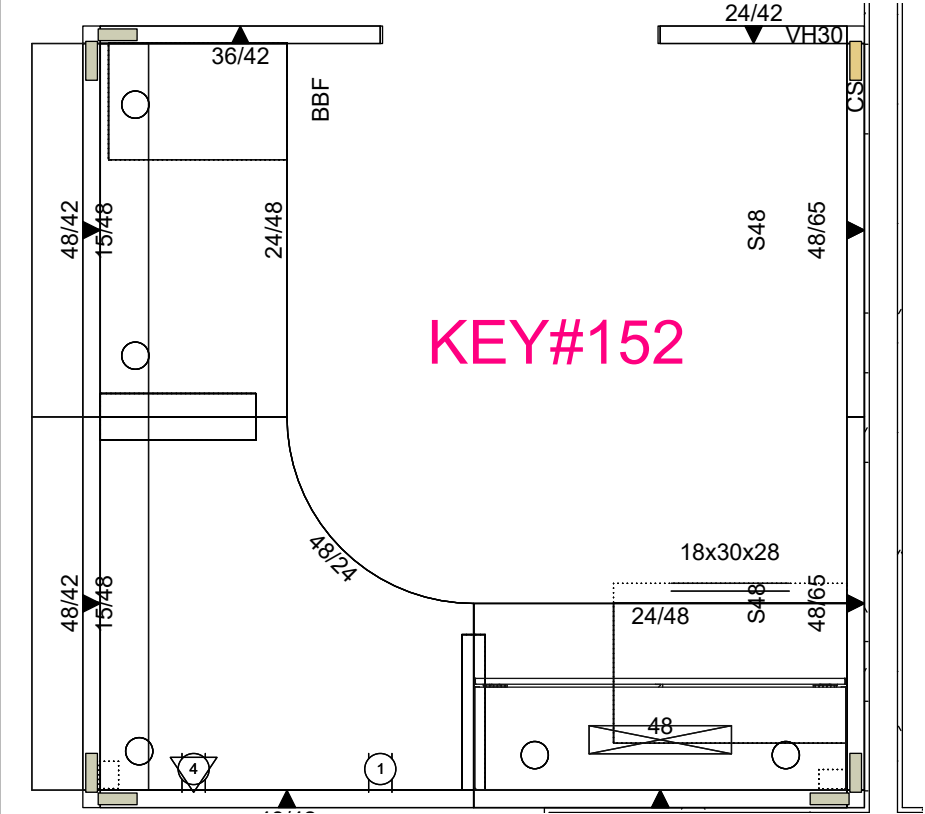
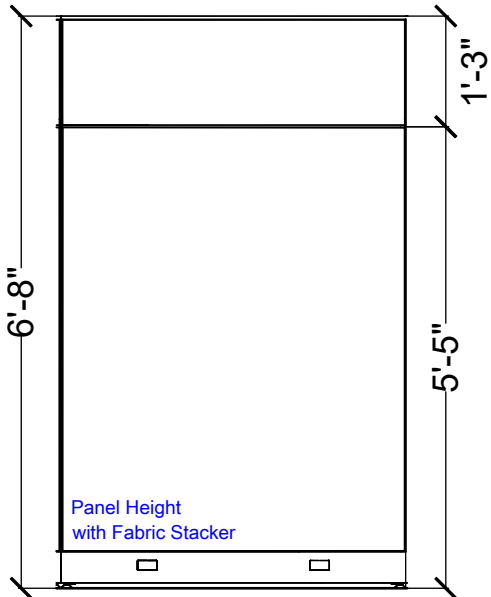
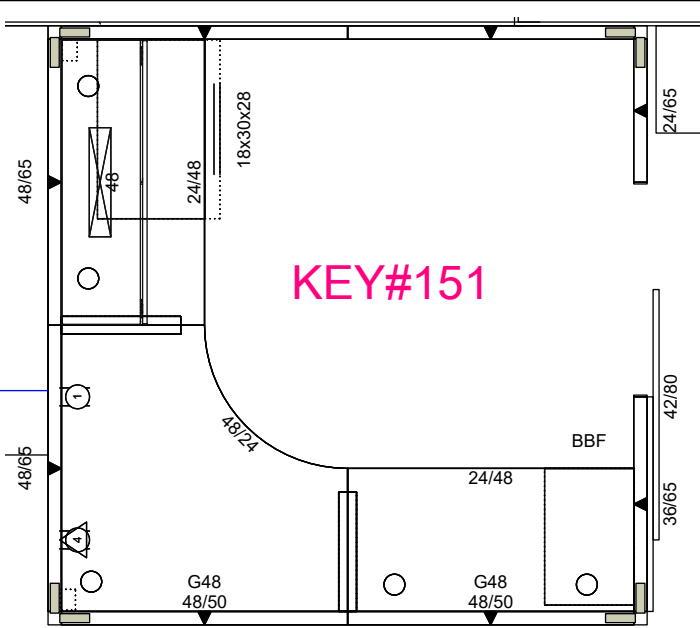
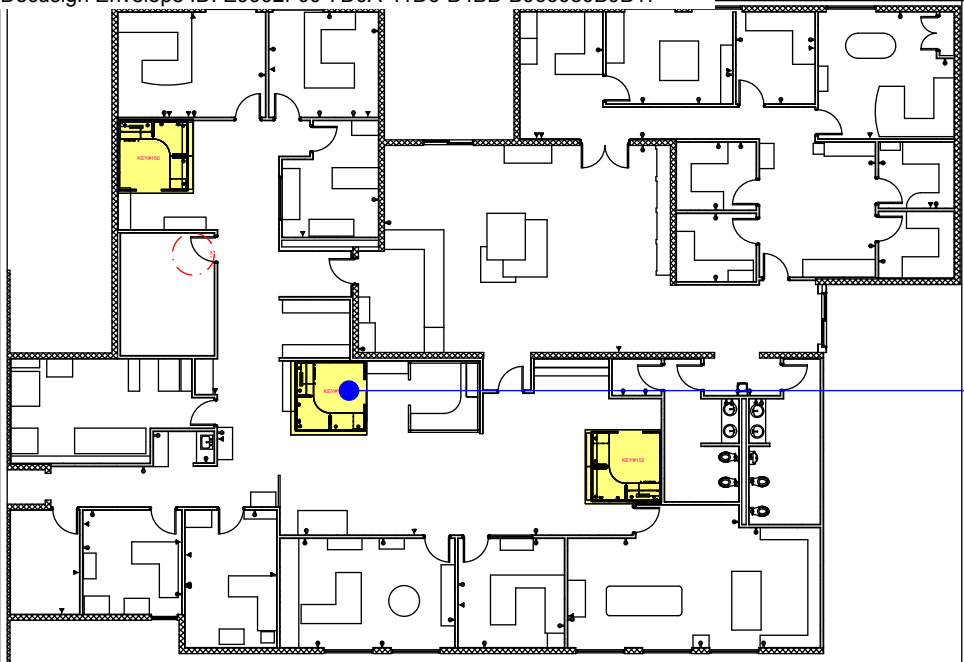
NOTE:  
Starting with Key#150

EXHIBIT A-1



PHASE 1

PROJECT: City of Palm Desert   73510 Fred Waring Dr.   Palm Desert   CA, 92260				Plot Date: 10/29/2024	Page: 1/2	Sales: Kandee Mathews	Designer: Abril Reyes
Description: South Wing   PHASE 1		Approved By:			Project #: 2679-CPD_WIP3.cmdrw		



PHASE 1

PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Plot Date: 10/29/2024

Page: 2/2

Sales: Kandee Mathews

Designer: Abril Reyes

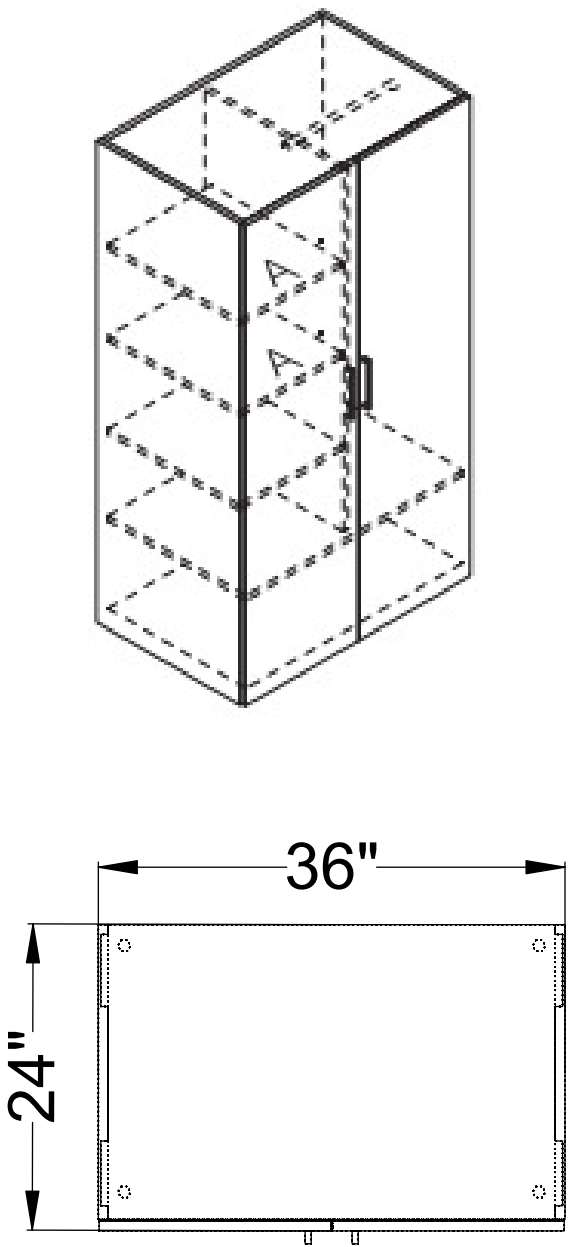
Description: South Wing | PHASE 1

Approved By:

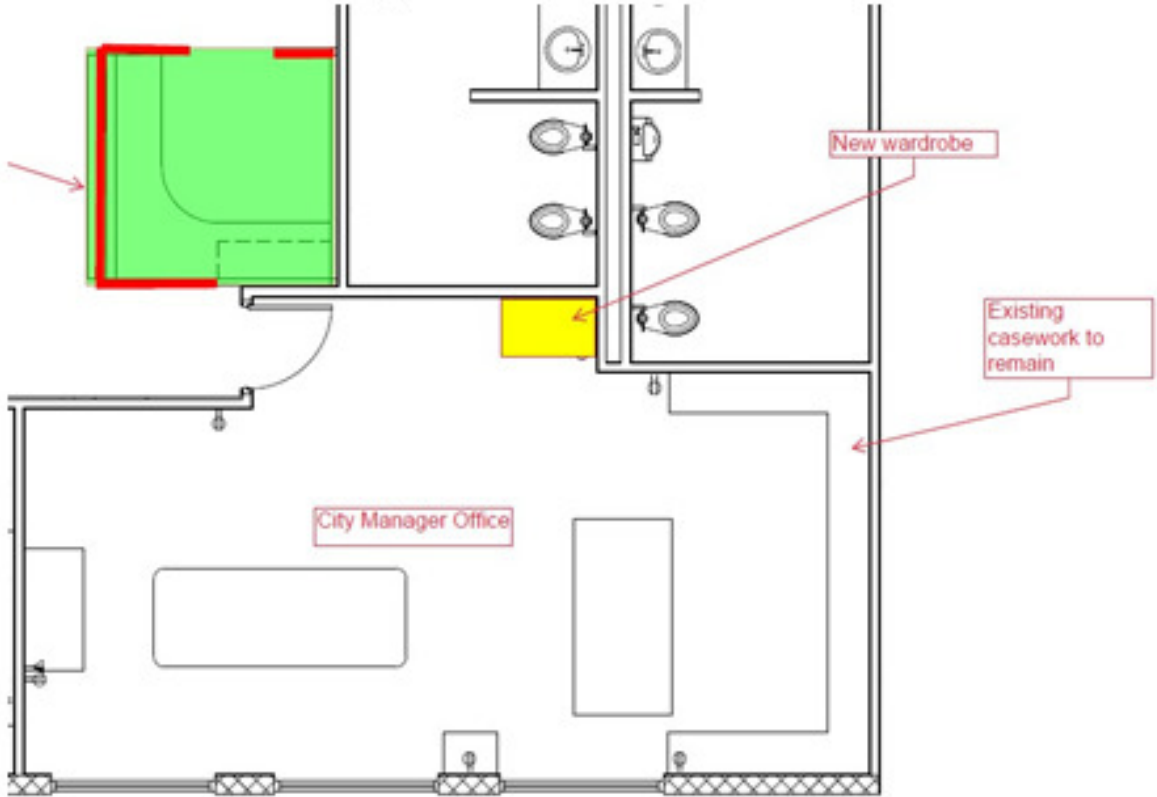
Project #: 2679-CPD\_WIP3.cmdrw




Option B  
(3) adj/removable  
shelves, & (2) fixed.  
Removable coat rod.

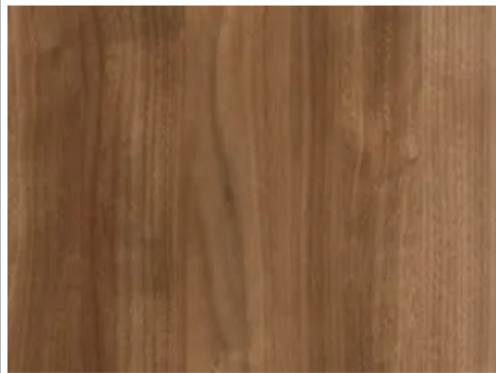


The new wardrobe will go here:

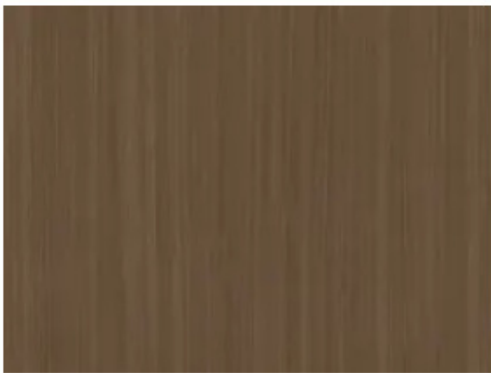


PROJECT: CITY OF PALM DESERT		Plot Date: 11/15/2024	Page: 1/5	Sales: Kandee Mathews	Designer: Keshia Willett
Description: Wardrobe Storage	Approved By:	Project #: 2745-CPD_WIP1.cmdrw		<div><div>Quality Office</div><div>23825 Via Del Rio Yorba Linda, CA 92887 P: 714.278.9801 www.qualityoffice.com</div></div> <div>325</div>	

WOODGRAIN



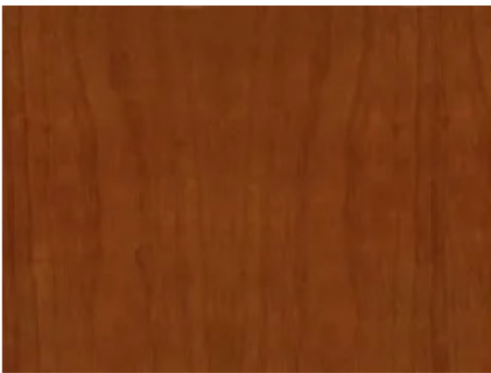
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Almond (AD)



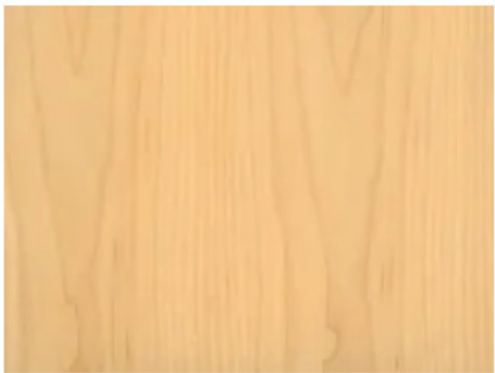
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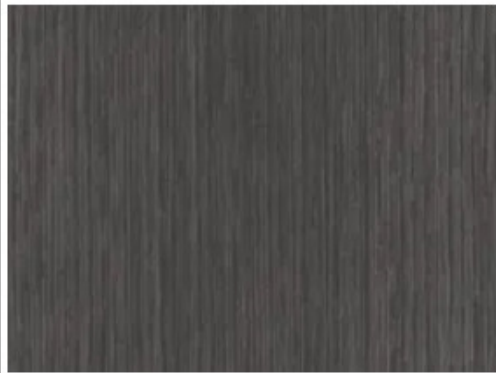
Autumn 2 (AC2)



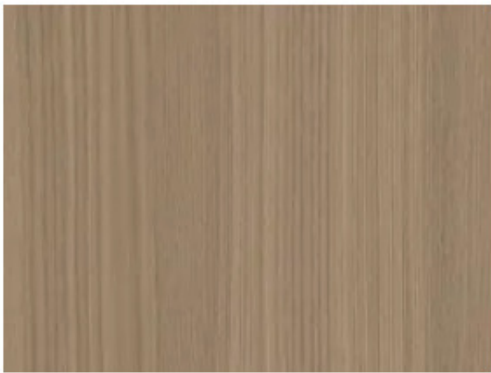
Brazilwood (BZ)



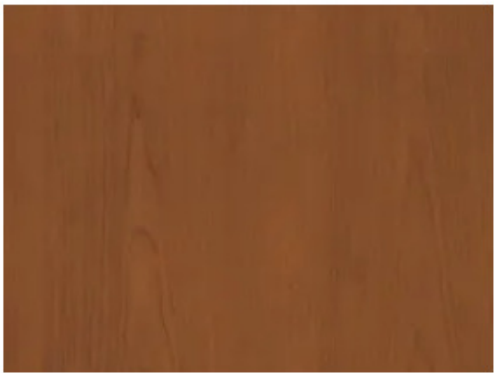
Brighton (IM)



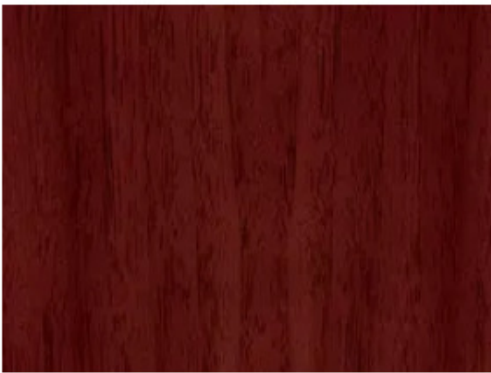
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Chai (CI)



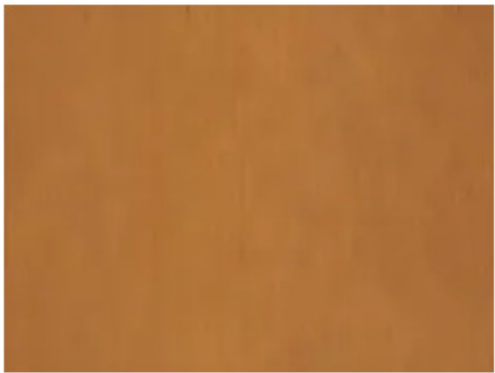
Cordoba (CC)



Cordovan (CW)



Driftwood (DF)



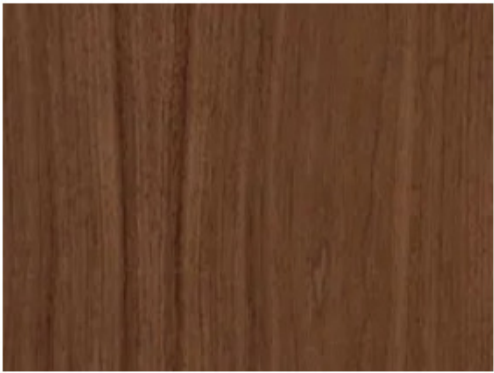
Huntington (TM)



Judicial (DW)



Kona (KN)



Midtown (MW)



Mocha (MH)



Monterey (YO)



Porcini (PC)

PROJECT: CITY OF PALM DESERT

Description: Wardrobe Storage

**Approved By:**

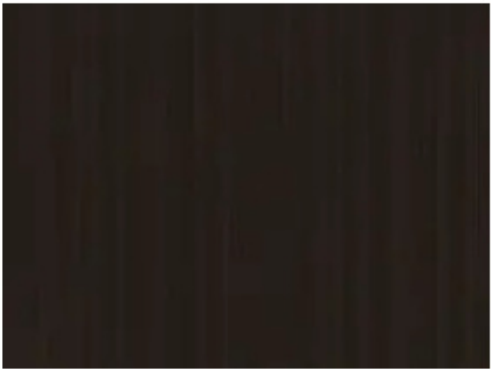
Plot Date: 11/15/2024

Page: 2/5  
Sales: Kandee Mathews  
Designer: Keshia Willett

Project #: 2745-CPD\_WIP1.cmdrw



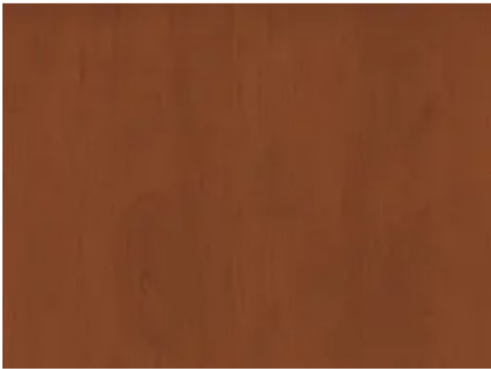
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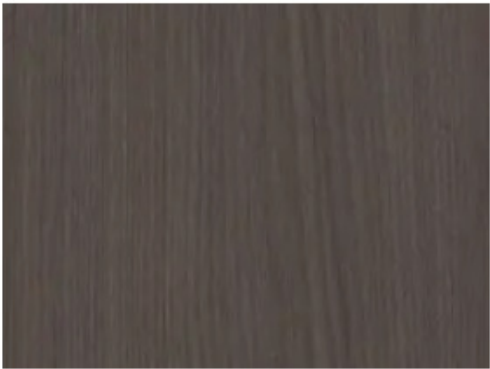
Portobello (PB)



Sable (792)



Sedona (SC)



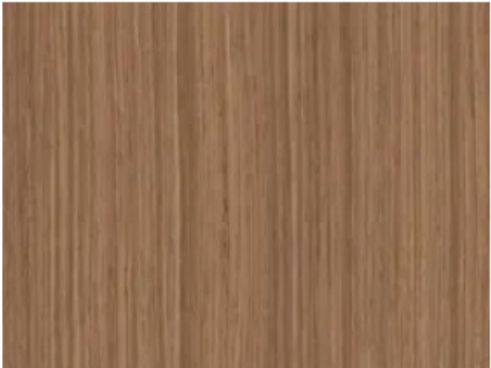
Skyline (SK)



Tribeca (TW)



Truffle (TF)



Tuscan (NW)



Urban(UW)



Willow (WL)

PROJECT: CITY OF PALM DESERT

Description: Wardrobe Storage

*Approved By:*

Plot Date: 11/15/2024

Page: 3/5	Sales: Kandee Mathews	Designer: Keshia Willett
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Project #: 2745-CPD\_WIP1.cmdrw



23825 Via Del Rio  
Yorba Linda, CA 92887  
P: 714.278.9801  
www.qualityoffice.com

Pulls



Aero



Arc



Facet



Gleam



Helix



Linear



Span



Studio

PROJECT: CITY OF PALM DESERT		Plot Date: 11/15/2024	Page: 4/5	Sales: Kandee Mathews	Designer: Keshia Willett
Description: Wardrobe Storage		Approved By:	Project #: 2745-CPD_WIP1.cmdrw		
			<div><div><div>Quality</div></div><div><div>23825 Via Del Rio Yorba Linda, Ca 92887 P: 714.278.9801 www.qualityoffice.com</div></div></div> <div>328</div>		



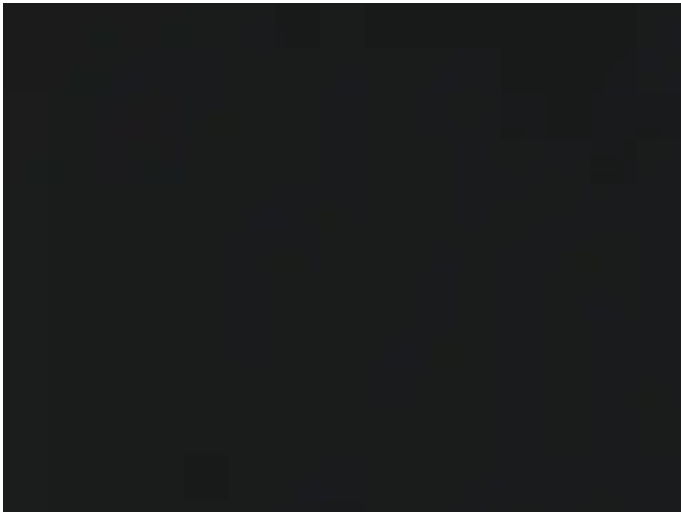
Trace



Weld



Wisp



CINDER



SATIN NICKEL



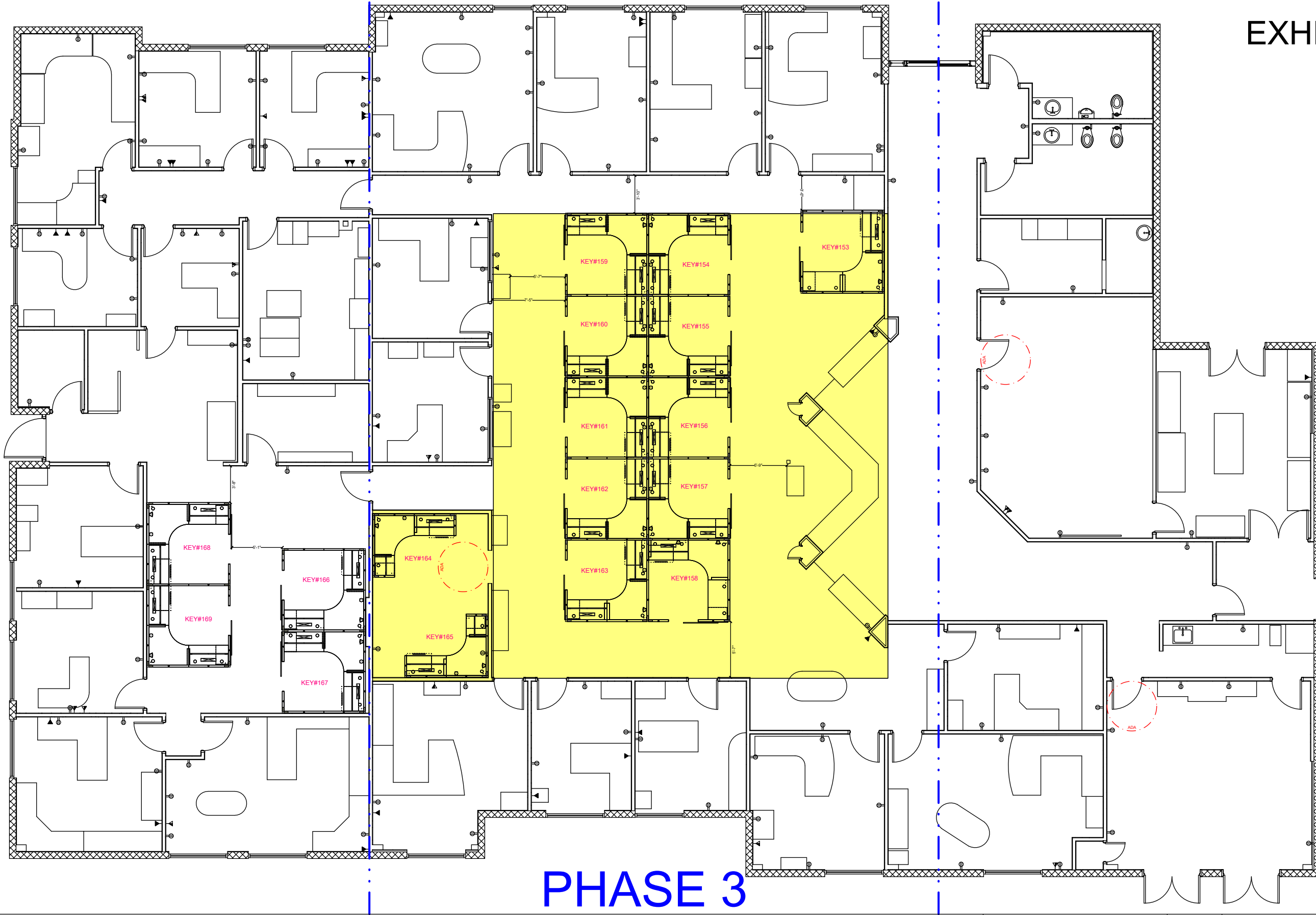
PLATINUM METALLIC



SILVER PEARL

PROJECT: CITY OF PALM DESERT			Plot Date: 11/15/2024	Page: 5/5	Sales: Kandee Mathews	Designer: Keshia Willett
Description: Wardrobe Storage		Approved By:		Project #: 2745-CPD_WIP1.cmdrw		<div><div><div>Quality</div></div><div><div>23825 Via Del Rio Yorba Linda, CA 92887 P: 714.278.9801 www.qualityoffice.com</div></div></div> 329

EXHIBIT A-3



PHASE 3

PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Plot Date: 10/29/2024

Page:  
1/4

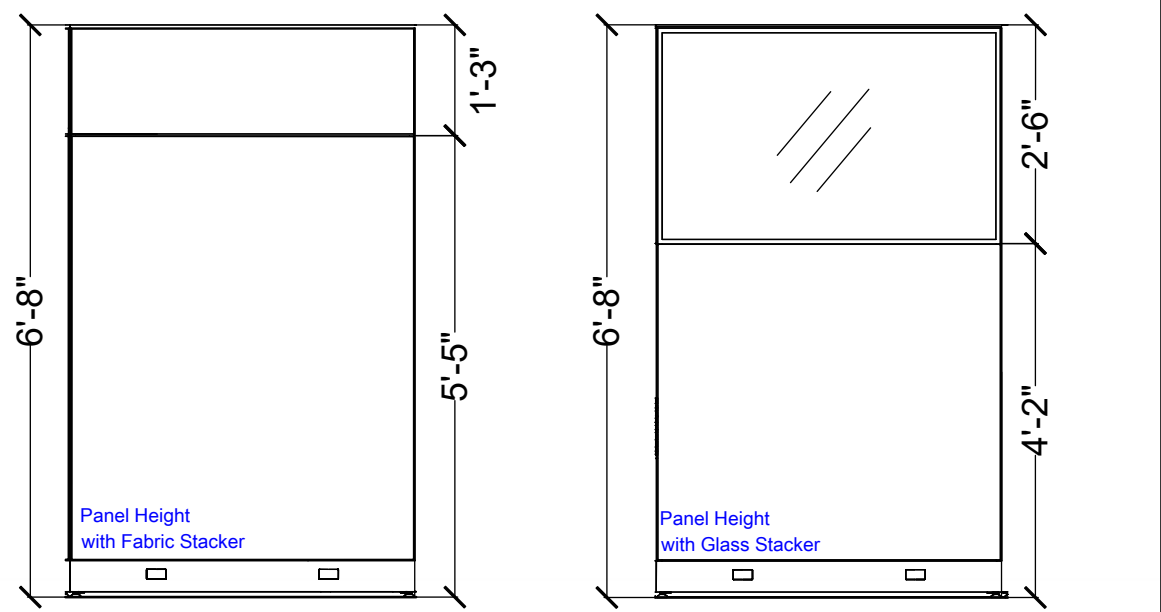
Sales:  
Kandee Mathews

Designer:  
Abril Reyes

Description: North Wing | PHASE 3

Approved By:

Project #: 2756-CPD\_WIP1.cmdrw



# PHASE 3

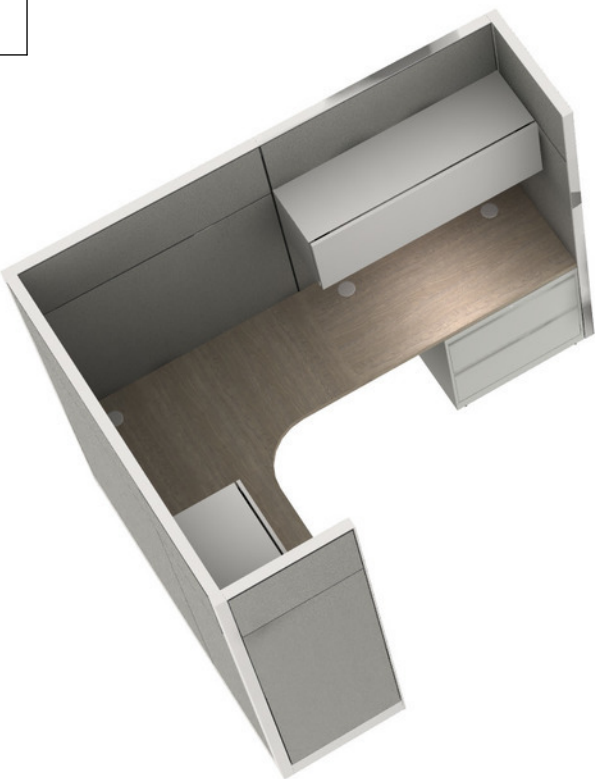
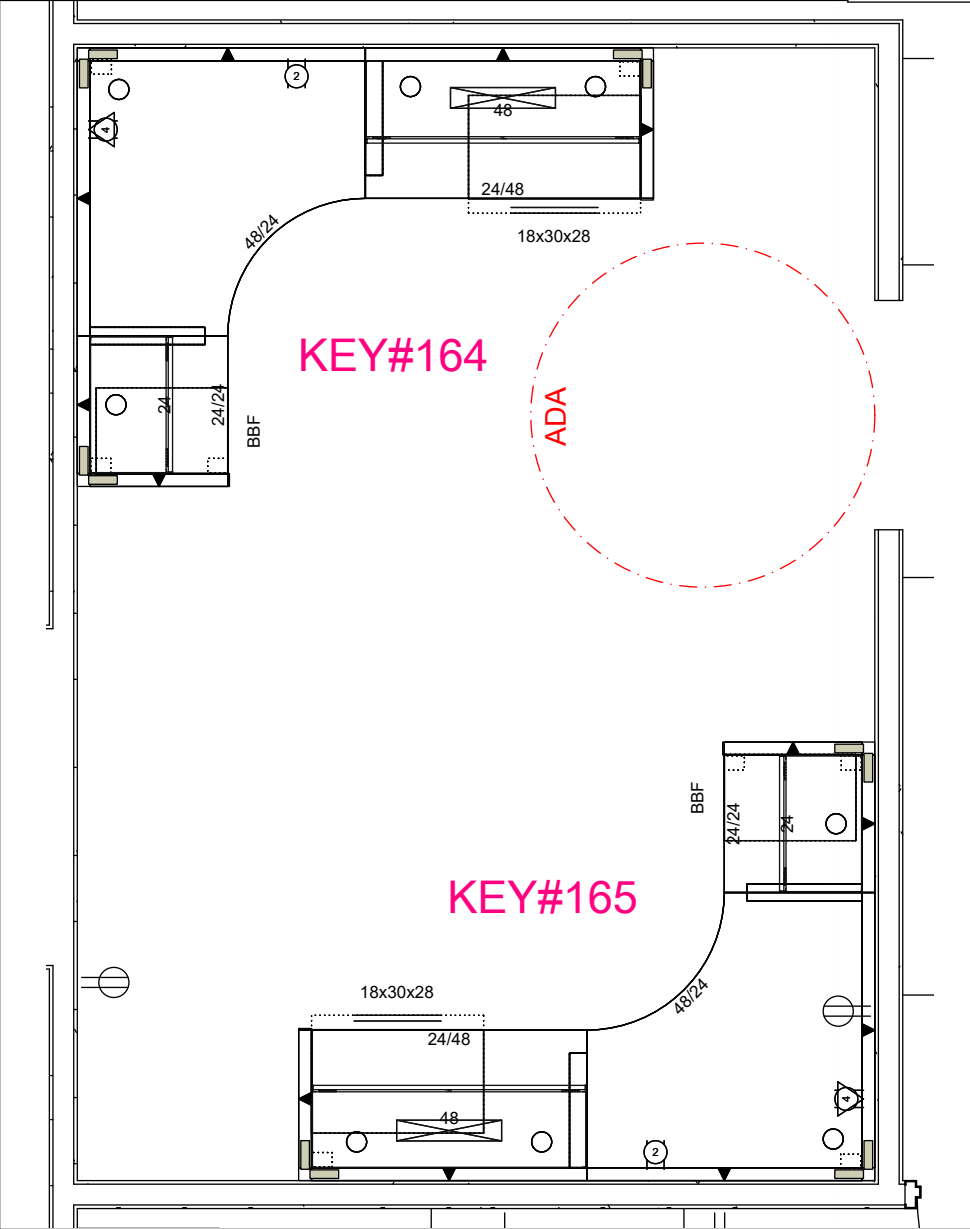
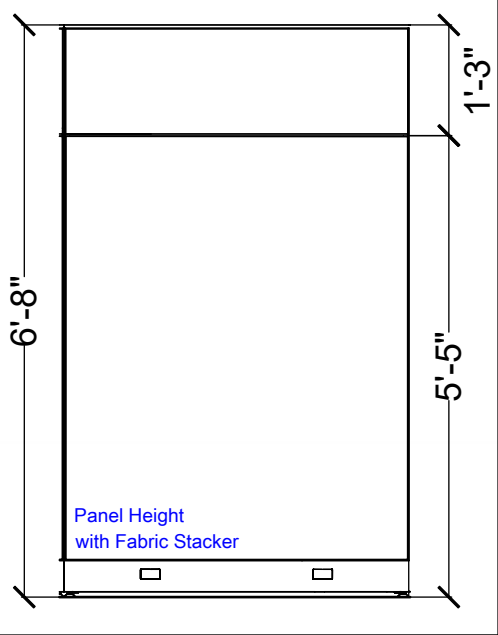
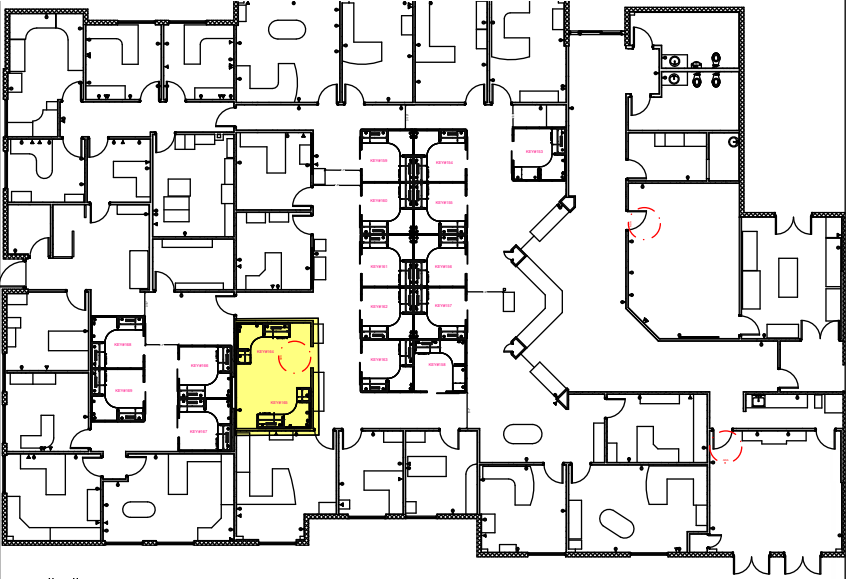
PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Plot Date: 10/29/2024  
Page: 2/4  
Sales: Kandee Mathews  
Designer: Abril Reyes

Description: North Wing | PHASE 3

Approved By:

Project #: 2756-CPD\_WIP1.cmdrw



# PHASE 3

PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Plot Date: 10/29/2024	Page: 3/4	Sales: Kandee Mathews	Designer: Abril Reyes
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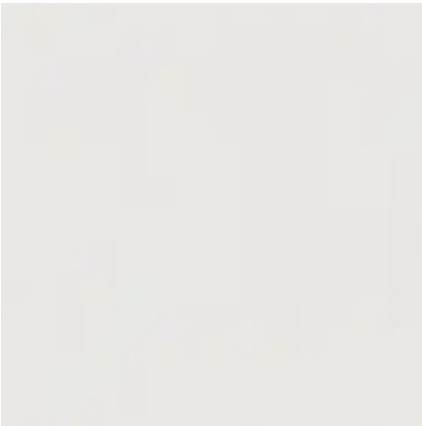
Description: North Wing | PHASE 3

Approved By:

Project #: 2756-CPD\_WIP1.cmdrw



Panel Fabric:  
Centurion Fog



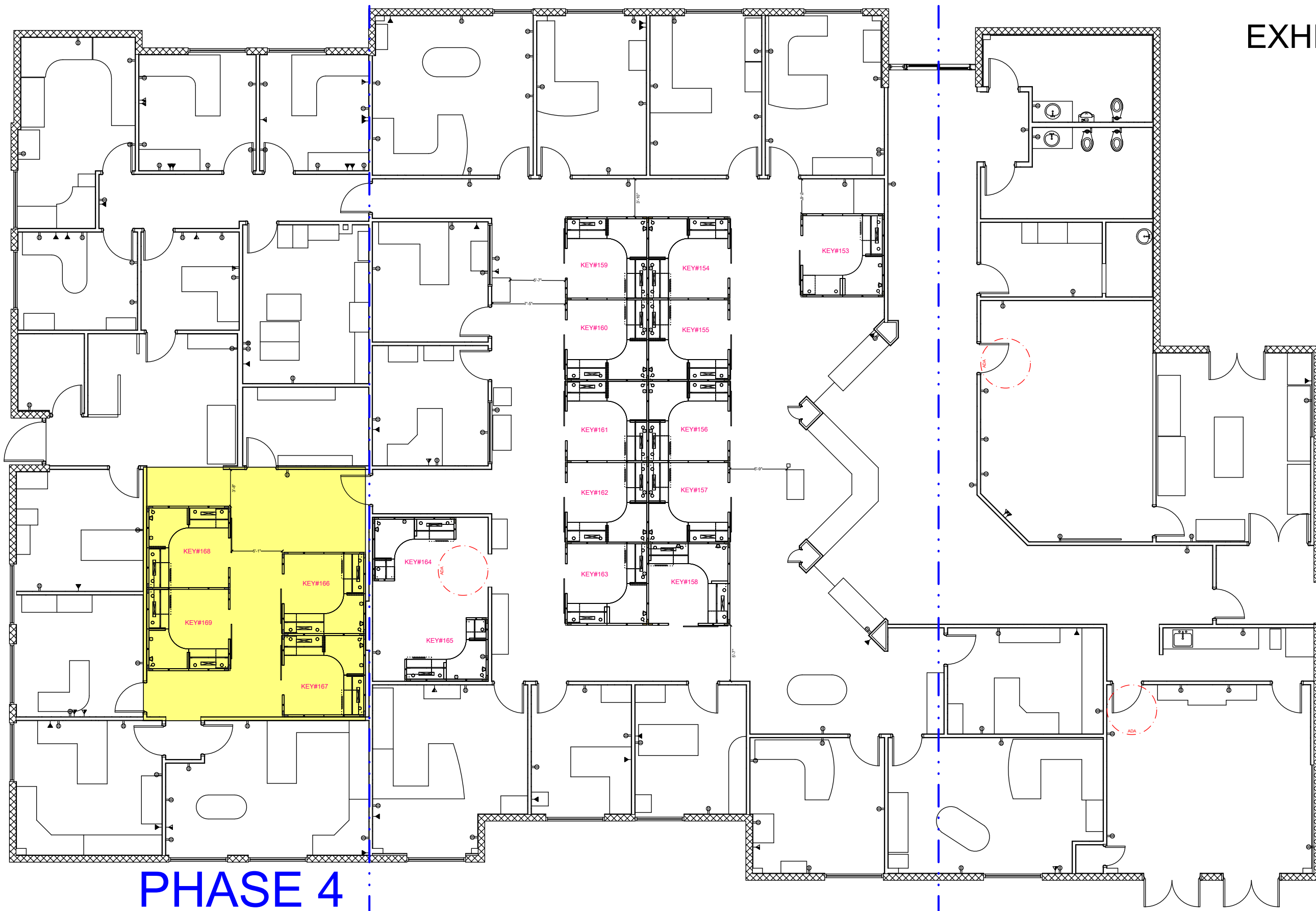
Panel, Storage Paint:  
Light Gray



Laminate Finish:  
Kingswood Walnut

PROJECT: City of Palm Desert   73510 Fred Waring Dr.   Palm Desert   CA, 92260		Plot Date: 10/29/2024	Page: 4/4	Sales: Kandee Mathews	Designer: Abril Reyes
Description: FINISHES	Approved By:	Project #: 2756-CPD_WIP1.cmdrw	<div><div><div>23825 Via Del Rio Yorba Linda, Ca 92887 P: 714.278.9801 www.qualityoffice.com</div></div><div>333</div></div>		

EXHIBIT A-4



PHASE 4

PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Plot Date: 10/29/2024

Page:  
1/3

Sales:  
Kandee Mathews

Designer:  
Abril Reyes

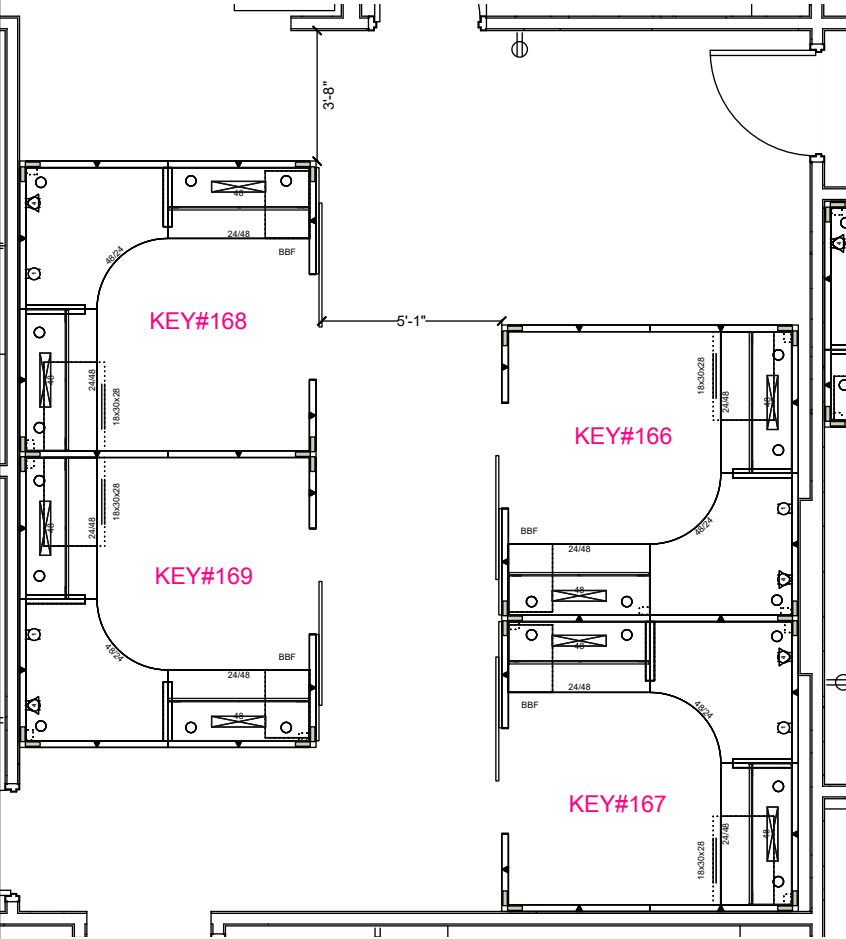
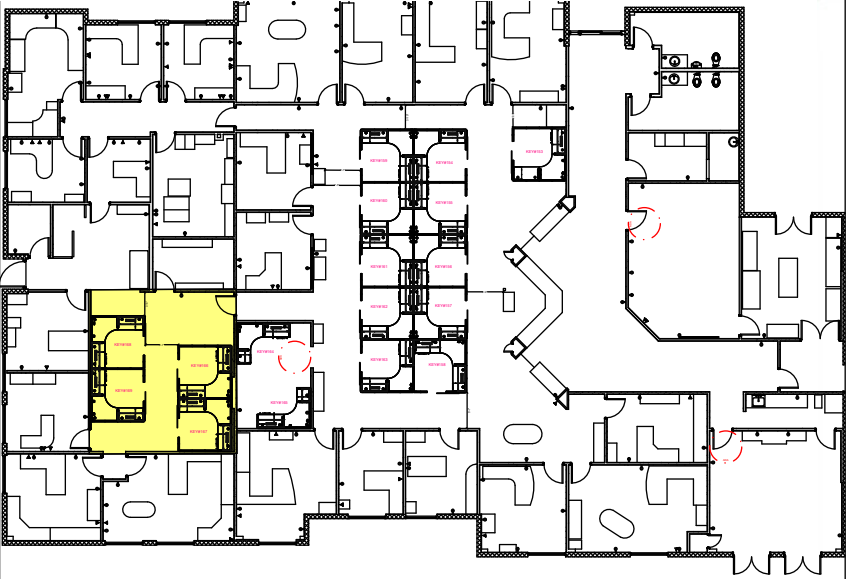
Description: North Wing | PHASE 4

Approved By:

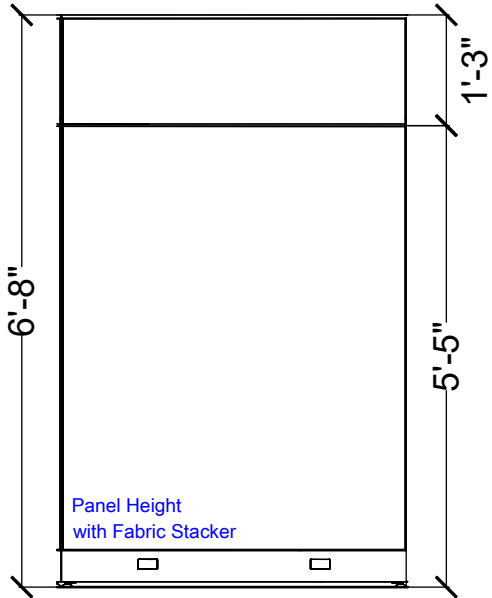
Project #: 2757-CPD\_WIP1.cmdrw



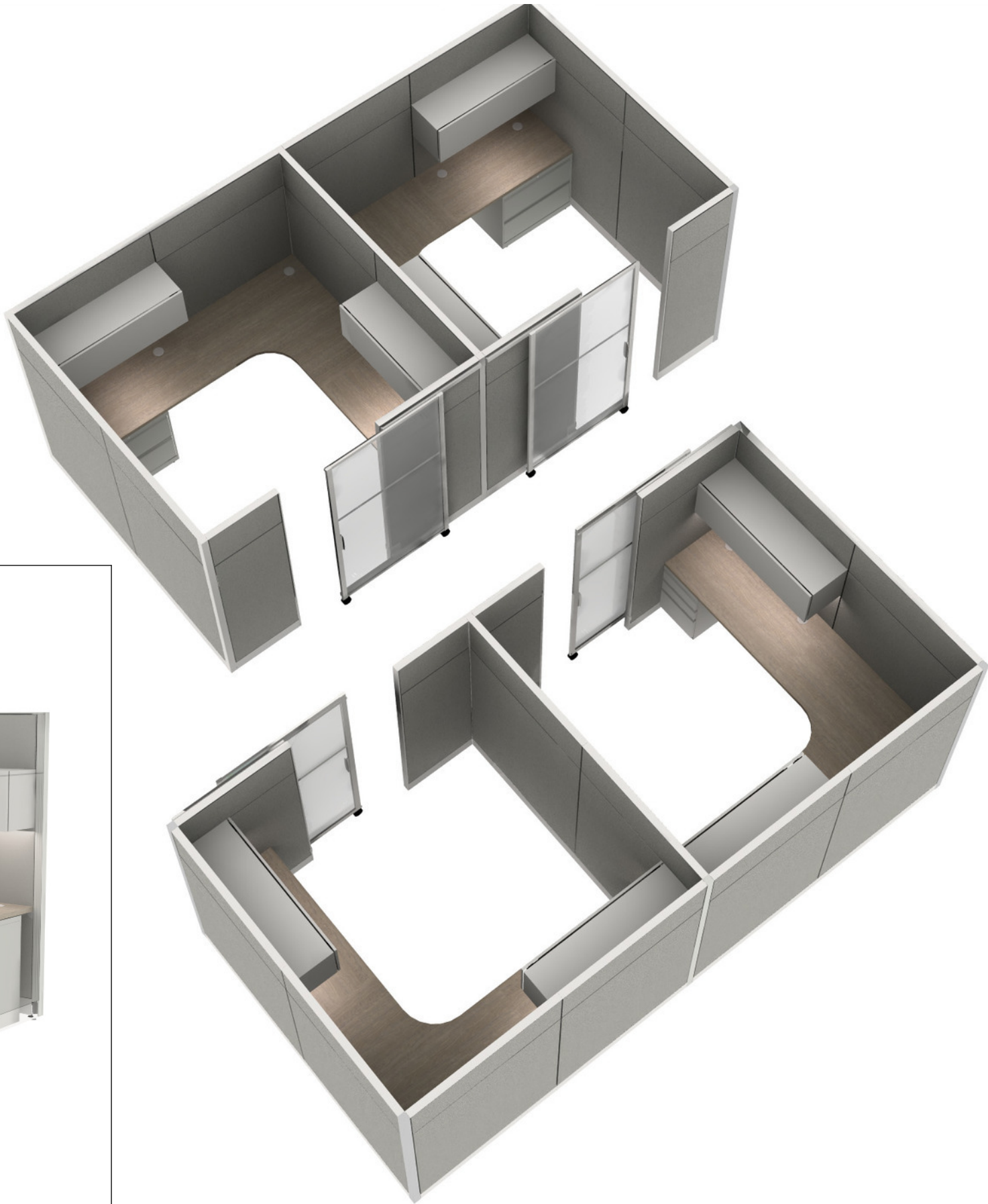
23825 Via Del Rio  
Yorba Linda, CA 92887  
P: 714.278.9801



# PHASE 4



Inside View



PROJECT: City of Palm Desert | 73510 Fred Waring Dr. | Palm Desert | CA, 92260

Description: North Wing | PHASE 4

Approved By:

Plot Date: 10/29/2024

Page:  
2/3

Sales:  
Kandee Mathews

Designer:  
Abril Reyes

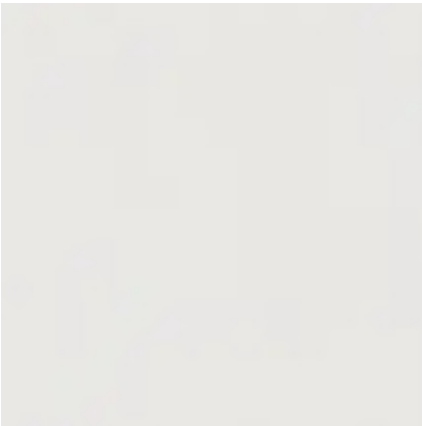
Project #: 2757-CPD\_WIP1.cmdrw



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www.qualityoffice.com



Panel Fabric:  
Centurion Fog



Panel, Storage Paint:  
Light Gray



Laminate Finish:  
Kingswood Walnut

PROJECT: City of Palm Desert   73510 Fred Waring Dr.   Palm Desert   CA, 92260		Plot Date: 10/29/2024	Page: 3/3	Sales: Kandee Mathews	Designer: Abril Reyes
Description: FINISHES	Approved By:	Project #: 2757-CPD_WIP1.cmdrw	<div><div><div>23825 Via Del Rio Yorba Linda, CA 92887 P: 714.278.9801 www.qualityoffice.com</div></div><div>336</div></div>		

**Exhibit B**

**Delivery Schedule**

**(Dates subject to change upon City approval)**

<b>3/31/25 – 3/31/25</b>	<b>Phase 1: 2679-CPD_City Manager Office &amp; Human Resources</b>
<b>3/31/25 – 3/31/25</b>	<b>Phase 1: 2745-CPD_City Manager Wardrobe</b>
<b>N/A</b>	<b>Phase 2: Construction work only</b>
<b>6/4/25 – 6/5/25</b>	<b>Phase 3: 2756-CDP_Finance</b>
<b>7/10/25 – 7/11/25</b>	<b>Phase 4: 2757-CPD_North Wing Hub &amp; IT</b>

Contract No. A48790

Exhibit C

Fee Schedule

Exhibit C-1: 2679-CPD_City Manager Offices & Human Resources	\$ 17,843.31
Exhibit C-2: 2745-CPD_City Manager Wardrobe	\$ 1,840.60
Exhibit C-3: 2756-CPD_Finance	\$ 75,827.15
Exhibit C-4: 2757-CPD_North Wing Hub & IT	<u>\$ 26,521.72</u>
Total	\$122,032.78

Exhibit "C"



**QUALITY OFFICE FURNISHINGS, INC.**  
**23825 Via Del Rio**  
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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

PRESENTED TO:
Accounts Payable CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  appw@palmdesert.gov

Project Name / Location - TAG
PHASE 1 WORKSTATIONS
RFQ / BID #
PER REQUEST RYAN LAMB

DELIVERY / INSTALLATION LOCATION:
Ryan Lamb CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  PH: 760-776-6416 C: 760-832-3035 rlamb@palmdesert.gov

ESTIMATED LEAD TIME		PROJECTED INSTALL	REVISION #	DESIGNER	LABOR TYPE	
6 WEEKS ARO		PER SCHEDULE (TBD)	WIP 3	Abril Reyes	PREVAILING	
ITEM #	QTY	PRODUCT			UNIT PRICE	EXT. PRICE
1	1.00	Hon HETP4224FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 42.5H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150			\$ 102.51	\$ 102.51
2	3.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150			\$ 158.24	\$ 474.72
3	3.00	Hon HETP4248FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 42.5H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150			\$ 128.88	\$ 386.64
4	1.00	Hon HETP4236FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 42.5H X 36W \$(A) = Grd A Fabric			\$ 113.70	\$ 113.70



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150		
5	3.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 150	\$ 97.54	\$ 292.62
6	2.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 53.99	\$ 107.98
7	1.00	Hon HECS1 SINGLE CONNECTOR STRAP -- TAG/LOCATION: KEY 150	\$ 5.48	\$ 5.48
8	1.00	Hon HECVH30P \$(P1) .Q VARIABLE HEIGHT CONNECTOR KIT 30H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 27.12	\$ 27.12
9	2.00	Hon HEC42PLN \$(P1) .Q 42.5H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 38.32	\$ 76.64
10	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 150	\$ 5.48	\$ 21.92
11	2.00	Hon HSCKTPS .X	\$ 7.46	\$ 14.92

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2679-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 150		
12	1.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 13.44	\$ 13.44
13	6.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 23.14	\$ 138.84
14	1.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 20.40	\$ 20.40
15	2.00	Hon HEFEC42P \$(P1) .Q PANEL FINISHED END COVERS 42.5H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 18.67	\$ 37.34
16	1.00	Hon HEVHF30P \$(P1) .Q IN-LINE VARIABLE HEIGHT FINISHING KIT 30H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 27.12	\$ 27.12
17	1.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 150	\$ 73.40	\$ 73.40
18	1.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	\$ 46.52	\$ 46.52

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DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 150				
19	1.00	Hon HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 150	\$ 77.88	\$ 77.88
20	1.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 150	\$ 14.93	\$ 14.93
21	1.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 150	\$ 14.93	\$ 14.93
22	1.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 150	\$ 14.93	\$ 14.93
23	1.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 483.75	\$ 483.75
24	1.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 188.85	\$ 188.85
25	1.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 28.37	\$ 28.37

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2679-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
26	1.00	Hon HCTL241L \$(P1) .Q LEFT-HAND CANTILEVER 24 IN D \$(P1) = Select P1 Paint .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 15.43	\$ 15.43
27	1.00	Hon HCTL241R \$(P1) .Q RIGHT-HAND CANTILEVER 24 IN D \$(P1) = Select P1 Paint .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 15.43	\$ 15.43
28	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 15.93	\$ 95.58
29	2.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 133.36	\$ 266.72
30	1.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 196.31	\$ 196.31
31	4.00	Hon HECB42 \$(P1) .Q COUNTER TOP BRACKET FOR 42.5H PANELS \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 150	\$ 18.42	\$ 73.68

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DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
32	2.00	Hon HBCSR1548P \$(L1STD) .LKI1 .KI SYSTEMS RAISED STRAIGHT COUNTERTOPS 48WX15D EDGE BAND \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut -- TAG/LOCATION: KEY 150	\$ 98.52	\$ 197.04
33	1.00	Hon HRVOH48FM \$(P1) .Q .L ABOARD OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 150	\$ 214.23	\$ 214.23
34	1.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 150	\$ 75.14	\$ 75.14
35	3.00	Hon HF23C .X150E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X150E = 150E -- TAG/LOCATION: KEY 150	\$ 16.18	\$ 48.54
36	1.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 123.40	\$ 123.40
37	4.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 158.24	\$ 632.96

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DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
38	2.00	Hon HETP5048FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 50H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 146.55	\$ 293.10
39	1.00	Hon HETP6536FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 139.58	\$ 139.58
40	1.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 151	\$ 73.64	\$ 73.64
41	4.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 151	\$ 97.54	\$ 390.16
42	2.00	Hon HES3048G \$(P1) .Q .Q GLASS STACKER 30H X 48W \$(P1) = P1 Paint Opts .Q = Light Gray .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 292.60	\$ 585.20
43	1.00	Hon HES1536F \$(A) .CU 03 FABRIC STACKER 15H X 36W	\$ 85.35	\$ 85.35



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		\$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 151		
44	4.00	Hon HEC80PLN \$(P1) .LOFT 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .LOFT = Loft -- TAG/LOCATION: KEY 151	\$ 53.99	\$ 215.96
45	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 151	\$ 5.48	\$ 21.92
46	3.00	Hon HSCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 151	\$ 7.46	\$ 22.38
47	1.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 13.44	\$ 13.44
48	6.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 23.14	\$ 138.84
49	1.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 20.40	\$ 20.40
50	2.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H	\$ 24.88	\$ 49.76

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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		\$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151		
51	1.00	Hon HESDMK36 \$(P1) .Q ACCELERATE SLIDING DOOR FRAME 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 60.21	\$ 60.21
52	1.00	Hon HH18042SD \$(P1) .Q ABOUND SLIDING DOOR 80H X 42W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 968.87	\$ 968.87
53	1.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 151	\$ 73.40	\$ 73.40
54	1.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 151	\$ 46.52	\$ 46.52
55	1.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 151	\$ 14.93	\$ 14.93
56	1.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 151	\$ 14.93	\$ 14.93
57	1.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 151	\$ 14.93	\$ 14.93

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PROPOSAL	
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Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
58	1.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 483.75	\$ 483.75
59	2.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 28.37	\$ 56.74
60	1.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 188.85	\$ 188.85
61	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 15.93	\$ 95.58
62	2.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 133.36	\$ 266.72
63	1.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 151	\$ 196.31	\$ 196.31

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DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
64	1.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 151	\$ 214.23	\$ 214.23
65	1.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 151	\$ 75.14	\$ 75.14
66	3.00	Hon HF23C .X151E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X151E = 151E -- TAG/LOCATION: KEY 151	\$ 16.18	\$ 48.54
67	1.00	Hon HETP4224FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 42.5H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 102.51	\$ 102.51
68	3.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 158.24	\$ 474.72
69	3.00	Hon HETP4248FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC42.5H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray	\$ 128.88	\$ 386.64

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2679-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 152				
70	1.00	Hon HETP4236FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 42.5H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 113.70	\$ 113.70
71	3.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 152	\$ 97.54	\$ 292.62
72	2.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 53.99	\$ 107.98
73	1.00	Hon HECS1 SINGLE CONNECTOR STRAP -- TAG/LOCATION: KEY 152	\$ 5.48	\$ 5.48
74	1.00	Hon HECVH30P \$(P1) .Q VARIABLE HEIGHT CONNECTOR KIT 30H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 27.12	\$ 27.12
75	2.00	Hon HEC42PLN \$(P1) .Q 42.5H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 38.32	\$ 76.64



**QUALITY OFFICE FURNISHINGS, INC.**  
**23825 Via Del Rio**  
**Yorba Linda, CA, 92887**  
**T: (714) 278-9801 F:**  
**Email cs@qualityofficefurn.com**  
*Quality Office Furnishings is a woman owned, small business*

PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
76	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 152	\$ 5.48	\$ 21.92
77	2.00	Hon HSCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 152	\$ 7.46	\$ 14.92
78	1.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 13.44	\$ 13.44
79	6.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 23.14	\$ 138.84
80	1.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 20.40	\$ 20.40
81	2.00	Hon HEFEC42P \$(P1) .Q PANEL FINISHED END COVERS 42.5H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 18.67	\$ 37.34
82	1.00	Hon HEVHF30P \$(P1) .Q IN-LINE VARIABLE HEIGHT FINISHING KIT 30H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 27.12	\$ 27.12



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
83	1.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 152	\$ 73.40	\$ 73.40
84	1.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 152	\$ 46.52	\$ 46.52
85	1.00	Hon HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 152	\$ 77.88	\$ 77.88
86	1.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 152	\$ 14.93	\$ 14.93
87	1.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 152	\$ 14.93	\$ 14.93
88	1.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 152	\$ 14.93	\$ 14.93
89	1.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 483.75	\$ 483.75
90	1.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray	\$ 188.85	\$ 188.85

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2679-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: KEY 152		
91	1.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 28.37	\$ 28.37
92	1.00	Hon HCTL241L \$(P1) .Q LEFT-HAND CANTILEVER 24 IN D \$(P1) = Select P1 Paint .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 15.43	\$ 15.43
93	1.00	Hon HCTL241R \$(P1) .Q RIGHT-HAND CANTILEVER 24 IN D \$(P1) = Select P1 Paint .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 15.43	\$ 15.43
94	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 15.93	\$ 95.58
95	2.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 133.36	\$ 266.72
96	1.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 196.31	\$ 196.31

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DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
97	4.00	Hon HECB42 \$(P1) .Q COUNTER TOP BRACKET FOR 42.5H PANELS \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 152	\$ 18.42	\$ 73.68
98	2.00	Hon HBCSR1548P \$(L1STD) .LKI1 .KI SYSTEMS RAISED STRAIGHT COUNTERTOPS 48WX15D EDGE BAND \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut -- TAG/LOCATION: KEY 152	\$ 98.52	\$ 197.04
99	1.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 152	\$ 214.23	\$ 214.23
100	1.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 152	\$ 75.14	\$ 75.14
101	3.00	Hon HF23C .X152E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X152E = 152E -- TAG/LOCATION: KEY 152	\$ 16.18	\$ 48.54
102		<b>DELIVERY &amp; INSTALLATION</b> <b>NORMAL BUSINESS HOURS M-F</b> <b>PRODUCT IN STORAGE FOR MORE THAN 13-DAYS WILL HAVE TO BE</b> <b>OPEN AND INSPECTED FOR FREIGHT DAMAGE</b> <b>INSPECTION FEES WILL APPLY</b> <b>STORAGE INCLUDED FOR UP TO 30-DAYS</b> <b>AFTER 30-DAYS STORAGE FEES WILL APPLY</b> <b>INCLUDES TRUCK FEES &amp; FUEL SURCHARGE</b> <b>TRASH REMOVAL</b>		



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2679-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X

Date 12/10/24

Kandee Mathews

Quality Office Furnishings

X

Date

Title

CITY OF PALM DESERT

SUBTOTAL		\$13,631.84
FREIGHT		\$0.00
LABOR INSTALLATION		\$3,155.00
LABOR ASSEMBLY (T)		\$0.00
SALES TAX (7.75%)		\$1,056.47
TOTAL		\$17,843.31

DEPOSIT REQUESTED \$0.00



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PROPOSAL	
DATE	PROPOSAL #
12/12/24	2745-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

PRESENTED TO:
Accounts Payable CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  <a href="mailto:appw@palmdesert.gov">appw@palmdesert.gov</a>

Project Name / Location - TAG
WARDROBE - CITY MANAGER
RFQ / BID #
REQUESTED BY RYAN LAMB

DELIVERY / INSTALLATION LOCATION:
Ryan Lamb CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  PH: 760-776-6416 C: 760-832-3035 <a href="mailto:rlamb@palmdesert.gov">rlamb@palmdesert.gov</a>

ESTIMATED LEAD TIME			PROJECTED INSTALL		REVISION #	DESIGNER	LABOR TYPE	
8 WEEKS ARO			ON RECEIPT		WIP1	Keshia Boyes	PREVAILING	
ITEM #	QTY	IMAGE	PRODUCT				UNIT PRICE	EXT. PRICE
1	1.00		Kimball Office Inc.				\$ 1,499.40	\$ 1,499.40

2

**DELIVERY & INSTALLATION**  
 NORMAL BUSINESS HOURS M-F  
 PRODUCT IN STORAGE FOR MORE THAN 13-DAYS  
 WILL HAVE TO BE OPEN AND INSPECTED FOR  
 FREIGHT DAMAGE  
 INSPECTION FEES WILL APPLY  
 STORAGE INCLUDED FOR UP TO 30-DAYS  
 AFTER 30-DAYS STORAGE FEES WILL APPLY  
 INCLUDES TRUCK FEES & FUEL SURCHARGE  
 TRASH REMOVAL



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PROPOSAL	
DATE	PROPOSAL #
12/12/24	2745-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	IMAGE	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X

Date 12/12/24

Kandee Mathews

Quality Office Furnishings

X

Date

Title

CITY OF PALM DESERT

SUBTOTAL		\$1,499.40
FREIGHT		\$0.00
LABOR INSTALLATION		\$225.00
LABOR ASSEMBLY (T)		\$0.00
SALES TAX (7.75%)		\$116.20
TOTAL		\$1,840.60

DEPOSIT REQUESTED \$0.00



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

PRESENTED TO:
Accounts Payable CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  appw@palmdesert.gov

Project Name / Location - TAG
PHASE 3 WORKSTATIONS
RFQ / BID #
PER REQUEST RYAN LAMB

DELIVERY / INSTALLATION LOCATION:
Ryan Lamb CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  PH: 760-776-6416 C: 760-832-3035 rlamb@palmdesert.gov

ESTIMATED LEAD TIME		PROJECTED INSTALL	REVISION #	DESIGNER	LABOR TYPE	
6 WEEKS ARO		PER SCHEDULE (TBD)	WIP 1	Abril Reyes	PREVAILING	
ITEM #	QTY	PRODUCT			UNIT PRICE	EXT. PRICE
1	1.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153			\$ 123.40	\$ 123.40
2	4.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153			\$ 158.24	\$ 632.96
3	2.00	Hon HETP5048FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 50H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153			\$ 146.55	\$ 293.10
4	1.00	Hon HETP6536FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 36W \$(A) = Grd A Fabric			\$ 139.58	\$ 139.58



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153		
5	1.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 153	\$ 73.64	\$ 73.64
6	4.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 153	\$ 97.54	\$ 390.16
7	2.00	Hon HES3048G \$(P1) .Q .Q GLASS STACKER 30H X 48W \$(P1) = P1 Paint Opts .Q = Light Gray .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 292.60	\$ 585.20
8	1.00	Hon HES1536F \$(A) .CU 03 FABRIC STACKER 15H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 153	\$ 85.35	\$ 85.35
9	4.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 53.99	\$ 215.96
10	4.00	Hon HECSL	\$ 5.48	\$ 21.92

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2756-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		L CONNECTOR STRAP -- TAG/LOCATION: KEY 153		
11	3.00	Hon HSCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 153	\$ 7.46	\$ 22.38
12	1.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 13.44	\$ 13.44
13	6.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 23.14	\$ 138.84
14	1.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 20.40	\$ 20.40
15	2.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 24.88	\$ 49.76
16	1.00	Hon HESDMK36 \$(P1) .Q ACCELERATE SLIDING DOOR FRAME 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 60.21	\$ 60.21
17	1.00	Hon HH18042SD \$(P1) .Q ABOUND SLIDING DOOR 80H X 42W	\$ 968.87	\$ 968.87

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DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		\$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153		
18	1.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 153	\$ 73.40	\$ 73.40
19	1.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 153	\$ 46.52	\$ 46.52
20	1.00	Hon HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 153	\$ 77.88	\$ 77.88
21	1.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 153	\$ 14.93	\$ 14.93
22	1.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 153	\$ 14.93	\$ 14.93
23	1.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 153	\$ 14.93	\$ 14.93
24	1.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 483.75	\$ 483.75

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DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
25	2.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 28.37	\$ 56.74
26	1.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 188.85	\$ 188.85
27	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 15.93	\$ 95.58
28	2.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 133.36	\$ 266.72
29	1.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 153	\$ 196.31	\$ 196.31
30	1.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 153	\$ 214.23	\$ 214.23



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
31	1.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 153	\$ 75.14	\$ 75.14
32	3.00	Hon HF23C .X153E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X153E = 153E -- TAG/LOCATION: KEY 153	\$ 16.18	\$ 48.54
33	10.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 123.40	\$ 1,234.00
34	32.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 158.24	\$ 5,063.68
35	10.00	Hon HETP6536FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 139.58	\$ 1,395.80
36	2.00	Hon HETP5048FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 50H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog	\$ 146.55	\$ 293.10

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2756-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		\$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163		
37	10.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 154-163	\$ 73.64	\$ 736.40
38	32.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 154-163	\$ 97.54	\$ 3,121.28
39	10.00	Hon HES1536F \$(A) .CU 03 FABRIC STACKER 15H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 154-163	\$ 85.35	\$ 853.50
40	2.00	Hon HES3048G \$(P1) .Q .Q GLASS STACKER 30H X 48W \$(P1) = P1 Paint Opts .Q = Light Gray .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 292.60	\$ 585.20
41	4.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 53.99	\$ 215.96
42	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 154-163	\$ 5.48	\$ 21.92

**QUALITY OFFICE FURNISHINGS, INC.**

23825 Via Del Rio

Yorba Linda, CA, 92887

T: (714) 278-9801 F:

Email [cs@qualityofficefurn.com](mailto:cs@qualityofficefurn.com)*Quality Office Furnishings is a woman owned, small business***PROPOSAL**

DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
43	10.00	Hon HEC80PTN \$(P1) .Q 80H T CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 52.25	\$ 522.50
44	10.00	Hon HECST T CONNECTOR STRAP -- TAG/LOCATION: KEY 154-163	\$ 7.96	\$ 79.60
45	4.00	Hon HEC80PXN \$(P1) .Q 80H X CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 50.26	\$ 201.04
46	4.00	Hon HECSX X CONNECTOR STRAP -- TAG/LOCATION: KEY 154-163	\$ 9.20	\$ 36.80
47	6.00	Hon HECS1 SINGLE CONNECTOR STRAP -- TAG/LOCATION: KEY 154-163	\$ 5.48	\$ 32.88
48	17.00	Hon HCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 154-163	\$ 7.46	\$ 126.82
49	10.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 13.44	\$ 134.40
50	32.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray	\$ 23.14	\$ 740.48



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 154-163				
51	10.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 20.40	\$ 204.00
52	20.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 24.88	\$ 497.60
53	10.00	Hon HESDMK36 \$(P1) .Q ACCELERATE SLIDING DOOR FRAME 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 60.21	\$ 602.10
54	10.00	Hon HH18042SD \$(P1) .Q ABOUND SLIDING DOOR 80H X 42W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 968.87	\$ 9,688.70
55	2.00	Hon HECPP156 \$(P1) .Q INTEGRATED POWER POLE 13H 2IN X 2IN \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 225.18	\$ 450.36
56	2.00	Hon HH871918 CEILING IN-FEED CABLE BASE 216IN LONG SEPARATE -- TAG/LOCATION: KEY 154-163	\$ 105.00	\$ 210.00
57	5.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 154-163	\$ 73.40	\$ 367.00

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ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
58	5.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 154-163	\$ 46.52	\$ 232.60
59	10.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 154-163	\$ 14.93	\$ 149.30
60	10.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 154-163	\$ 14.93	\$ 149.30
61	10.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 154-163	\$ 14.93	\$ 149.30
62	10.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 483.75	\$ 4,837.50
63	20.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 28.37	\$ 567.40
64	10.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 188.85	\$ 1,888.50

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Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
65	40.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 15.93	\$ 637.20
66	20.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 133.36	\$ 2,667.20
67	10.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 154-163	\$ 196.31	\$ 1,963.10
68	19.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 154-163	\$ 214.23	\$ 4,070.37
69	19.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 154-163	\$ 75.14	\$ 1,427.66
70	4.00	Hon HF23C .X154E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X154E = 154E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
71	4.00	Hon HF23C .X155E LOCK CORE REPLACEMENT KIT BRUSHED CHROME	\$ 16.18	\$ 64.72

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DATE

PROPOSAL #

**12/10/24****2756-CPD**

ACCOUNT MGR

PAYMENT TERMS

Kandee Mathews

Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.X155E = 155E -- TAG/LOCATION: KEY 154-163		
72	4.00	Hon HF23C .X156E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X156E = 156E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
73	4.00	Hon HF23C .X157E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X157E = 157E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
74	3.00	Hon HF23C .X158E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X158E = 158E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 48.54
75	4.00	Hon HF23C .X159E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X159E = 159E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
76	4.00	Hon HF23C .X160E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X160E = 160E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
77	4.00	Hon HF23C .X161E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X161E = 161E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
78	4.00	Hon HF23C .X162E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X162E = 162E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
79	4.00	Hon HF23C .X163E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X163E = 163E -- TAG/LOCATION: KEY 154-163	\$ 16.18	\$ 64.72
80	6.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 123.40	\$ 740.40
81	6.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 158.24	\$ 949.44
82	6.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 164-165	\$ 73.64	\$ 441.84
83	6.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 164-165	\$ 97.54	\$ 585.24
84	6.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray	\$ 53.99	\$ 323.94

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2756-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 164-165				
85	6.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 164-165	\$ 5.48	\$ 32.88
86	4.00	Hon HSCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option -- TAG/LOCATION: KEY 164-165	\$ 7.46	\$ 29.84
87	6.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 13.44	\$ 80.64
88	6.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 23.14	\$ 138.84
89	4.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 24.88	\$ 99.52
90	2.00	Hon HH871124 ELECTRICAL PASS-THRU CABLE 25-1/2W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 164-165	\$ 44.29	\$ 88.58
91	2.00	Hon HH871024 ELECTRICAL PASS-THRU W/O POWER BLOCK 24IN3-3 & 2-2 -- TAG/LOCATION: KEY 164-165	\$ 40.81	\$ 81.62
92	2.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$ 73.40	\$ 146.80

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12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: KEY 164-165		
93	2.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 164-165	\$ 46.52	\$ 93.04
94	2.00	Hon HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 164-165	\$ 77.88	\$ 155.76
95	2.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 164-165	\$ 14.93	\$ 29.86
96	2.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 164-165	\$ 14.93	\$ 29.86
97	2.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 164-165	\$ 14.93	\$ 29.86
98	2.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 483.75	\$ 967.50
99	2.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 188.85	\$ 377.70



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DATE	PROPOSAL #
12/10/24	2756-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
100	4.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 28.37	\$ 113.48
101	12.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 15.93	\$ 191.16
102	2.00	Hon HWR2424P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECT WORKSURFACE EDGE BAND 24D X 24W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 101.01	\$ 202.02
103	2.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 196.31	\$ 392.62
104	2.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 164-165	\$ 133.36	\$ 266.72
105	2.00	Hon HRVOH24FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 24IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 164-165	\$ 183.37	\$ 366.74

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Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
106	2.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 164-165	\$ 214.23	\$ 428.46
107	2.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 164-165	\$ 75.14	\$ 150.28
108	4.00	Hon HF23C .X164E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X164E = 164E -- TAG/LOCATION: KEY 164-165	\$ 16.18	\$ 64.72
109	4.00	Hon HF23C .X165E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X165E = 165E -- TAG/LOCATION: KEY 164-165	\$ 16.18	\$ 64.72
110		<b>DELIVERY &amp; INSTALLATION</b> <b>NORMAL BUSINESS HOURS M-F</b> <b>PRODUCT IN STORAGE FOR MORE THAN 13-DAYS WILL HAVE TO BE</b> <b>OPEN AND INSPECTED FOR FREIGHT DAMAGE</b> <b>INSPECTION FEES WILL APPLY</b> <b>STORAGE INCLUDED FOR UP TO 30-DAYS</b> <b>AFTER 30-DAYS STORAGE FEES WILL APPLY</b> <b>INCLUDES TRUCK FEES &amp; FUEL SURCHARGE</b> <b>TRASH REMOVAL</b>		



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DATE	PROPOSAL #
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Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X

Date 12/10/24

Kandee Mathews

Quality Office Furnishings

X

Date

Title

CITY OF PALM DESERT

SUBTOTAL		\$60,153.27
FREIGHT		\$0.00
LABOR INSTALLATION		\$11,012.00
LABOR ASSEMBLY (T)		\$0.00
SALES TAX (7.75%)		\$4,661.88
TOTAL		\$75,827.15

DEPOSIT REQUESTED \$0.00



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DATE	PROPOSAL #
12/10/24	2757-CPD
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Kandee Mathews	Net 30

PRESENTED TO:
Accounts Payable CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  appw@palmdesert.gov

Project Name / Location - TAG
PHASE 4 WORKSTATIONS
RFQ / BID #
PER REQUEST RYAN LAMB

DELIVERY / INSTALLATION LOCATION:
Ryan Lamb CITY OF PALM DESERT 73510 Fred Waring Drive Palm Desert, CA 92260-2524  PH: 760-776-6416 C: 760-832-3035 rlamb@palmdesert.gov

ESTIMATED LEAD TIME		PROJECTED INSTALL	REVISION #	DESIGNER	LABOR TYPE	
6 WEEKS ARO		PER SCHEDULE (TBD)	WIP 1	Abril Reyes	PREVAILING	
ITEM #	QTY	PRODUCT			UNIT PRICE	EXT. PRICE
1	2.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167			\$ 123.40	\$ 246.80
2	10.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167			\$ 158.24	\$ 1,582.40
3	2.00	Hon HETP6536FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167			\$ 139.58	\$ 279.16
4	2.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric			\$ 73.64	\$ 147.28



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 166-167		
5	10.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 166-167	\$ 97.54	\$ 975.40
6	2.00	Hon HES1536F \$(A) .CU 03 FABRIC STACKER 15H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 166-167	\$ 85.35	\$ 170.70
7	4.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 53.99	\$ 215.96
8	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 166-167	\$ 5.48	\$ 21.92
9	2.00	Hon HEC80PTN \$(P1) .Q 80H T CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 52.25	\$ 104.50
10	2.00	Hon HECST T CONNECTOR STRAP -- TAG/LOCATION: KEY 166-167	\$ 7.96	\$ 15.92
11	5.00	Hon HCKTPS .X STRAIGHT CONNECTOR KIT	\$ 7.46	\$ 37.30

**QUALITY OFFICE FURNISHINGS, INC.**

23825 Via Del Rio

Yorba Linda, CA, 92887

T: (714) 278-9801 F:

Email [cs@qualityofficefurn.com](mailto:cs@qualityofficefurn.com)*Quality Office Furnishings is a woman owned, small business***PROPOSAL**

DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.X = No Option -- TAG/LOCATION: KEY 166-167		
12	2.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 13.44	\$ 26.88
13	10.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 23.14	\$ 231.40
14	2.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 20.40	\$ 40.80
15	4.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 24.88	\$ 99.52
16	2.00	Hon HESDMK36 \$(P1) .Q ACCELERATE SLIDING DOOR FRAME 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 60.21	\$ 120.42
17	2.00	Hon HH18042SD \$(P1) .Q ABOUND SLIDING DOOR 80H X 42W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 968.87	\$ 1,937.74
18	1.00	Hon HH879072	\$ 77.88	\$ 77.88

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2757-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 166-167		
19	2.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 166-167	\$ 46.52	\$ 93.04
20	2.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 166-167	\$ 73.40	\$ 146.80
21	2.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 166-167	\$ 14.93	\$ 29.86
22	2.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 166-167	\$ 14.93	\$ 29.86
23	2.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 166-167	\$ 14.93	\$ 29.86
24	2.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 483.75	\$ 967.50
25	4.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 28.37	\$ 113.48



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
26	2.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 188.85	\$ 377.70
27	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 15.93	\$ 95.58
28	4.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 133.36	\$ 533.44
29	2.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 166-167	\$ 196.31	\$ 392.62
30	4.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 166-167	\$ 214.23	\$ 856.92
31	4.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 166-167	\$ 75.14	\$ 300.56

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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
32	4.00	Hon HF23C .X166E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X166E = 166E -- TAG/LOCATION: KEY 166-167	\$ 16.18	\$ 64.72
33	4.00	Hon HF23C .X167E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X167E = 167E -- TAG/LOCATION: KEY 166-167	\$ 16.18	\$ 64.72
34	2.00	Hon HETP6524FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 24W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 123.40	\$ 246.80
35	10.00	Hon HETP6548FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 158.24	\$ 1,582.40
36	2.00	Hon HETP6536FP \$(A) .CU 03 \$(P1) .Q TACKABLE PANEL W/O TC 65H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 139.58	\$ 279.16
37	2.00	Hon HES1524F \$(A) .CU 03 FABRIC STACKER 15H X 24W \$(A) = Grd A Fabric .CU = Centurion	\$ 73.64	\$ 147.28

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2757-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		03 = Fog -- TAG/LOCATION: KEY 168-169		
38	10.00	Hon HES1548F \$(A) .CU 03 FABRIC STACKER 15H X 48W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 168-169	\$ 97.54	\$ 975.40
39	2.00	Hon HES1536F \$(A) .CU 03 FABRIC STACKER 15H X 36W \$(A) = Grd A Fabric .CU = Centurion 03 = Fog -- TAG/LOCATION: KEY 168-169	\$ 85.35	\$ 170.70
40	4.00	Hon HEC80PLN \$(P1) .Q 80H L CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 53.99	\$ 215.96
41	4.00	Hon HECSL L CONNECTOR STRAP -- TAG/LOCATION: KEY 168-169	\$ 5.48	\$ 21.92
42	2.00	Hon HEC80PTN \$(P1) .Q 80H T CONNECTOR POST \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 52.25	\$ 104.50
43	2.00	Hon HECST T CONNECTOR STRAP -- TAG/LOCATION: KEY 168-169	\$ 7.96	\$ 15.92
44	5.00	Hon HSCKTPS .X STRAIGHT CONNECTOR KIT .X = No Option	\$ 7.46	\$ 37.30

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DATE	PROPOSAL #
<b>12/10/24</b>	<b>2757-CPD</b>
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 168-169				
45	2.00	Hon HETC24 \$(P1) .Q PANEL TOP CAP 24W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 13.44	\$ 26.88
46	10.00	Hon HETC48 \$(P1) .Q PANEL TOP CAP 48W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 23.14	\$ 231.40
47	2.00	Hon HETC36 \$(P1) .Q PANEL TOP CAP 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 20.40	\$ 40.80
48	4.00	Hon HEFEC80P \$(P1) .Q PANEL FINISHED END COVERS 80H \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 24.88	\$ 99.52
49	2.00	Hon HESDMK36 \$(P1) .Q ACCELERATE SLIDING DOOR FRAME 36W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 60.21	\$ 120.42
50	2.00	Hon HH18042SD \$(P1) .Q ABOUND SLIDING DOOR 80H X 42W \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 968.87	\$ 1,937.74
51	1.00	Hon HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	\$ 77.88	\$ 77.88

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DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- TAG/LOCATION: KEY 168-169				
52	2.00	Hon HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 168-169	\$ 46.52	\$ 93.04
53	2.00	Hon HH871248 ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS -- TAG/LOCATION: KEY 168-169	\$ 73.40	\$ 146.80
54	2.00	Hon HH871501 .LOFT DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 168-169	\$ 14.93	\$ 29.86
55	2.00	Hon HH871504 .LOFT DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .LOFT = Loft -- TAG/LOCATION: KEY 168-169	\$ 14.93	\$ 29.86
56	2.00	Hon HH871502 .LOFT DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .LOFT = PAINT: Loft -- TAG/LOCATION: KEY 168-169	\$ 14.93	\$ 29.86
57	2.00	Hon H872 .L \$(P1) .Q BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 30W .L = Standard Random Key Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 483.75	\$ 967.50
58	4.00	Hon HCTL242 \$(P1) .Q 24D CANTILEVER ONE PAIR \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 28.37	\$ 113.48



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PROPOSAL	
DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
59	2.00	Hon HVFB23R .L \$(P1) .Q BOX/BOX/FILE 28H X 22 7/8D X 15W .L = Lock \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 188.85	\$ 377.70
60	6.00	Hon HWSB2 \$(P1) .Q WORKSURFACE BRACKET KIT \$(P1) = P1 Paint Opts .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 15.93	\$ 95.58
61	4.00	Hon HWR2448P \$(L1STD) .LKI1 .KI .Q SYSTEMS RECTANGULAR WORKSURFACE EDGE BAND 24D X 48W \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 133.36	\$ 533.44
62	2.00	Hon HWC4824P \$(L1STD) .LKI1 .KI .Q SYSTEMS CORNER WORKSURFACE 48WX24D EDGE BAND CURVED \$(L1STD) = Grd L1 Standard Laminates .LKI1 = Kingswood Walnut .KI = Kingswood Walnut .Q = Light Gray -- TAG/LOCATION: KEY 168-169	\$ 196.31	\$ 392.62
63	4.00	Hon HRVOH48FM \$(P1) .Q .L ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN \$(P1) = P1 Paint Opts .Q = Light Gray .L = Lock -- TAG/LOCATION: KEY 168-169	\$ 214.23	\$ 856.92
64	4.00	Hon HH870924 TASKLIGHT 24W -- TAG/LOCATION: KEY 168-169	\$ 75.14	\$ 300.56

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DATE	PROPOSAL #
12/10/24	2757-CPD
ACCOUNT MGR	PAYMENT TERMS
Kandee Mathews	Net 30

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
65	4.00	Hon HF23C .X168E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X168E = 168E -- TAG/LOCATION: KEY 168-169	\$ 16.18	\$ 64.72
66	4.00	Hon HF23C .X169E LOCK CORE REPLACEMENT KIT BRUSHED CHROME .X169E = 169E -- TAG/LOCATION: KEY 168-169	\$ 16.18	\$ 64.72
67		<b>DELIVERY &amp; INSTALLATION</b> <b>NORMAL BUSINESS HOURS M-F</b> <b>PRODUCT IN STORAGE FOR MORE THAN 13-DAYS WILL HAVE TO BE</b> <b>OPEN AND INSPECTED FOR FREIGHT DAMAGE</b> <b>INSPECTION FEES WILL APPLY</b> <b>STORAGE INCLUDED FOR UP TO 30-DAYS</b> <b>AFTER 30-DAYS STORAGE FEES WILL APPLY</b> <b>INCLUDES TRUCK FEES &amp; FUEL SURCHARGE</b> <b>TRASH REMOVAL</b>		

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

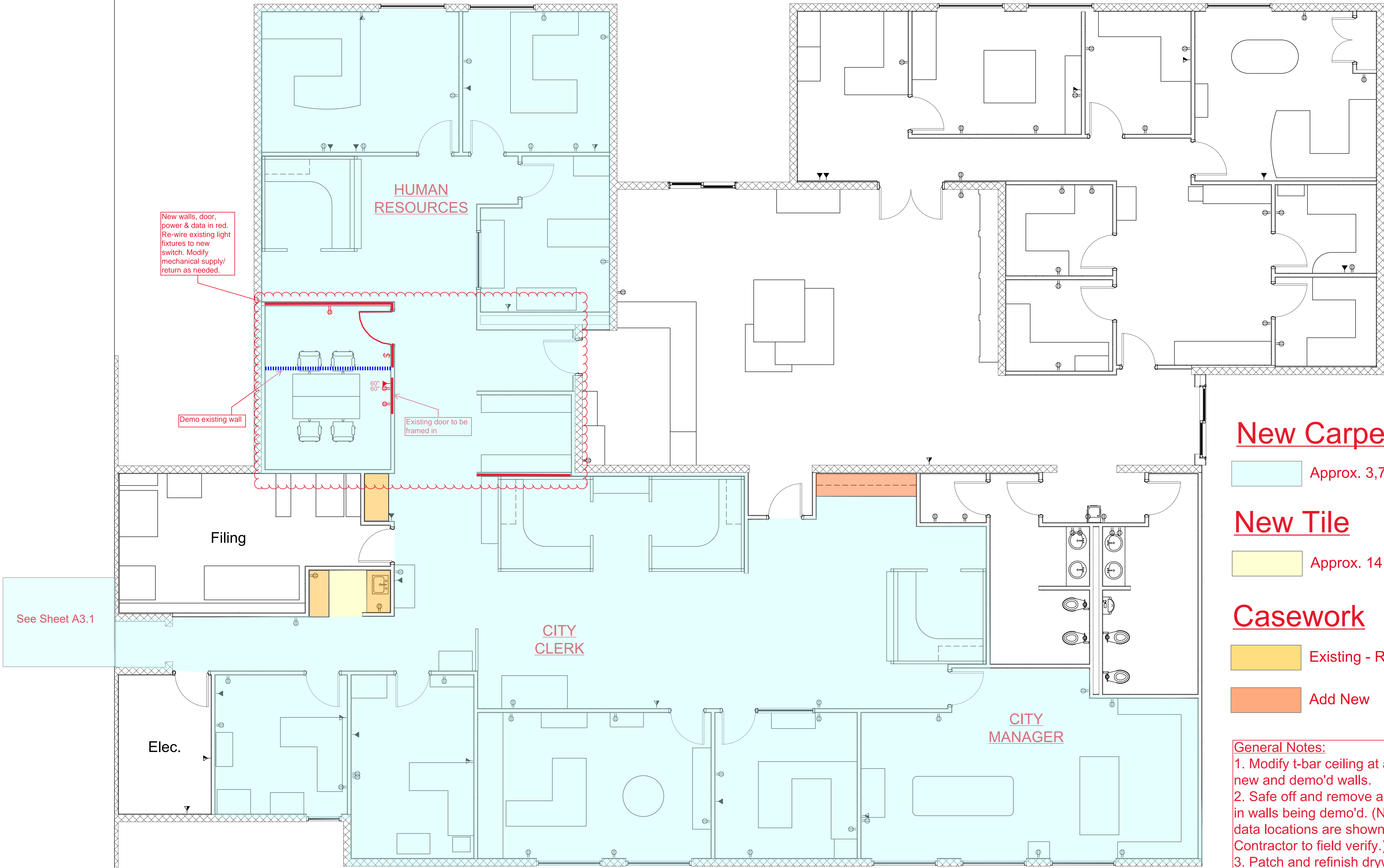
X \_\_\_\_\_ Date 12/10/24  
 Kandee Mathews  
 Quality Office Furnishings

X \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_  
 CITY OF PALM DESERT

<b>SUBTOTAL</b>	<b>\$20,857.28</b>
FREIGHT	\$0.00
LABOR INSTALLATION	\$4,048.00
LABOR ASSEMBLY (T)	\$0.00
SALES TAX (7.75%)	\$1,616.44
<b>TOTAL</b>	<b>\$26,521.72</b>

DEPOSIT REQUESTED \$0.00

Phase 1



New Carpet

Approx. 3,700 SF

New Tile

Approx. 14 SF

Casework

Existing - Replace w/ New

Add New

- General Notes:
- 1. Modify t-bar ceiling at all locations of new and demo'd walls.
  - 2. Safe off and remove all power and data in walls being demo'd. (Not all power and data locations are shown on this plan. Contractor to field verify.)
  - 3. Patch and refinish drywall at all demo locations. Wall finish at all patches and new walls to match existing.
  - 4. Connect new cubicles to building power.
  - 5. Run data through new cubicles and connect to building.
  - 6. Plans reflect layout for new cubicles. Contractor to field verify existing office furniture and cubicles to be relocated and/or removed.
  - 7. New paint throughout all areas of work

CLIENT INFORMATION:

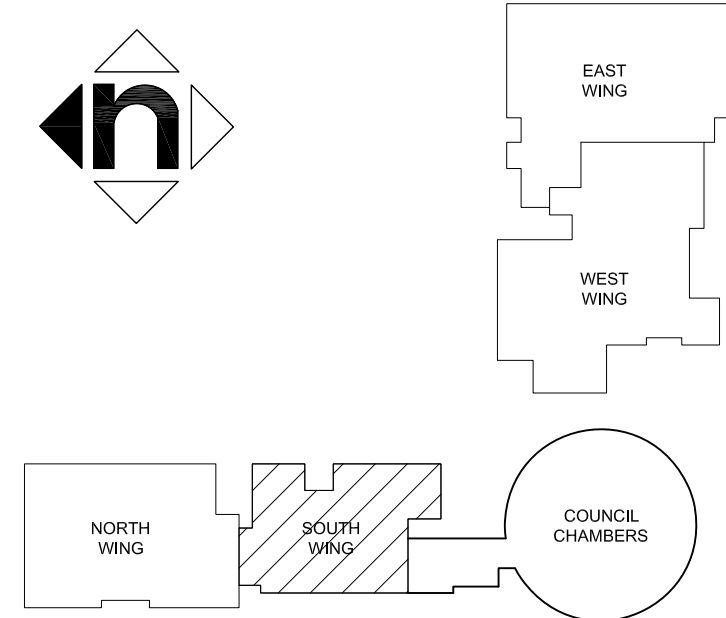
CITY OF PALM DESERT

PRODUCED BY:

NOTES:

1. DIMENSIONS ARE TO FINISH FACE OF WALL, U.N.O.

KEY PLAN:



PROJECT INFORMATION:

PALM DESERT  
CITY HALL

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

SOUTH WING

SHEET NUMBER:

A-3.2

SCALE: 1/4" = 1'-0"  
PRINTED: 05.15.2025

SOUTH WING 1/4" = 1'-0" 1

# Phase 2



**New Carpet**



Approx. 4,600 SF

**Casework**

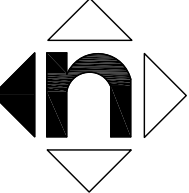


Existing - Replace w/ New



Raise Wall 6" to Ceiling

A-3.2



NORTH WING

1/4" = 1'-0"

1

CLIENT INFORMATION:

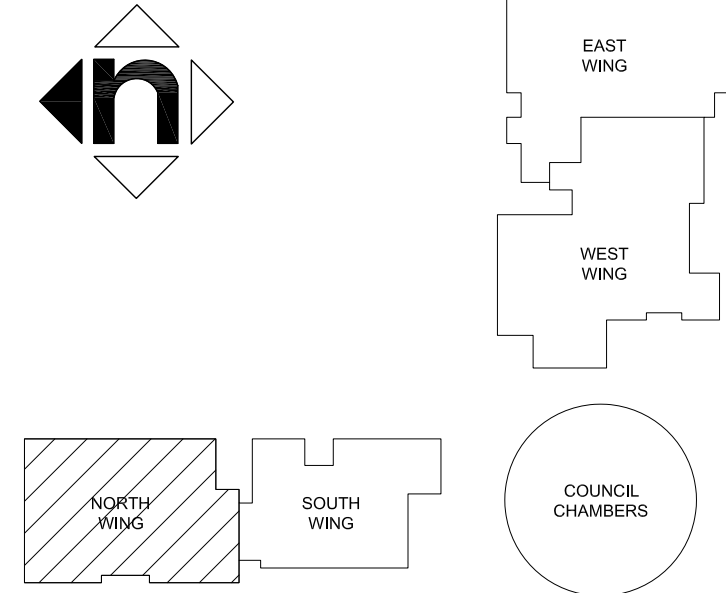
CITY OF PALM DESERT

PRODUCED BY:

NOTES:

1. DIMENSIONS ARE TO FINISH FACE OF WALL, U.N.O.

KEY PLAN:



PROJECT INFORMATION:

**PALM DESERT  
CITY HALL**

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

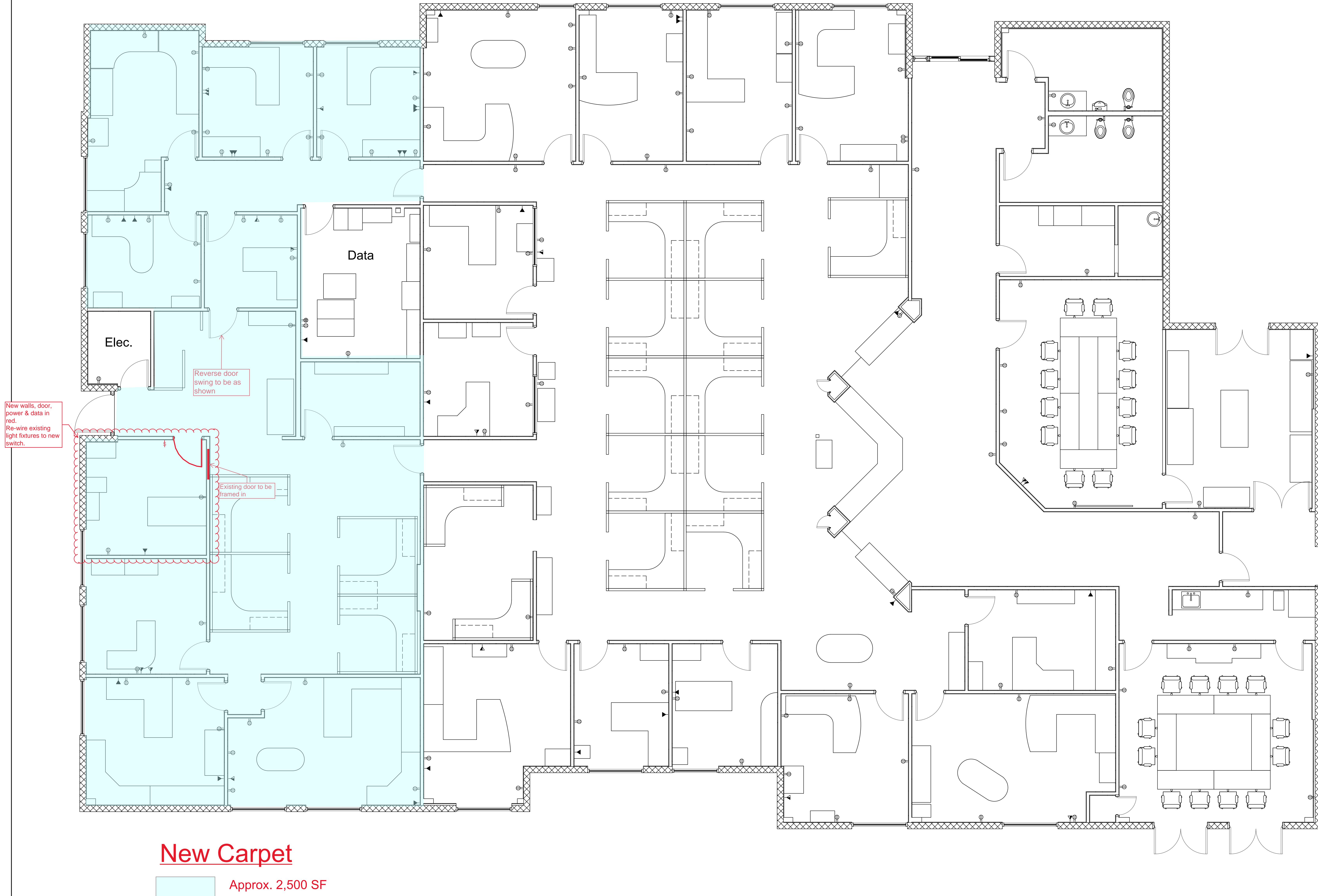
**NORTH WING**

SHEET NUMBER:

**A-3.1**

SCALE: 1/4" = 1'-0"  
PRINTED: 05.15.2025

Phase 3



CLIENT INFORMATION:

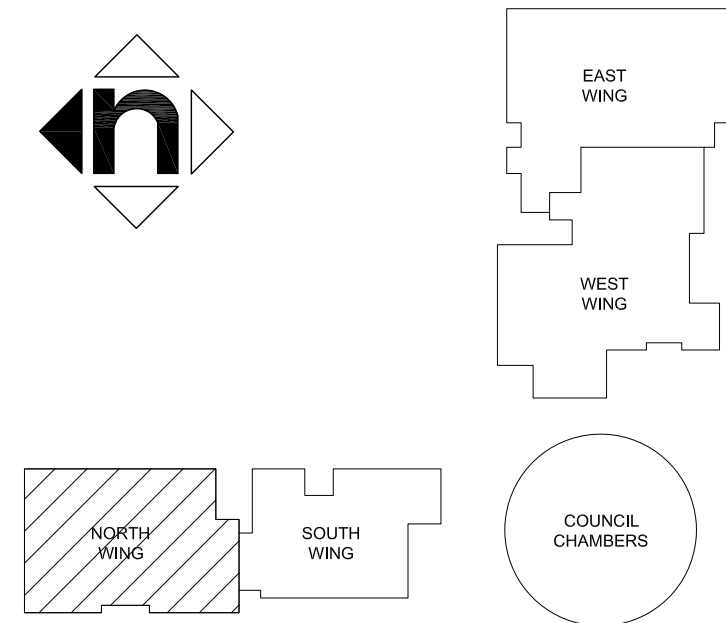
CITY OF PALM DESERT

PRODUCED BY:

NOTES:

1. DIMENSIONS ARE TO FINISH FACE OF WALL, U.N.O.

KEY PLAN:



PROJECT INFORMATION:

**PALM DESERT  
CITY HALL**

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

**NORTH WING**

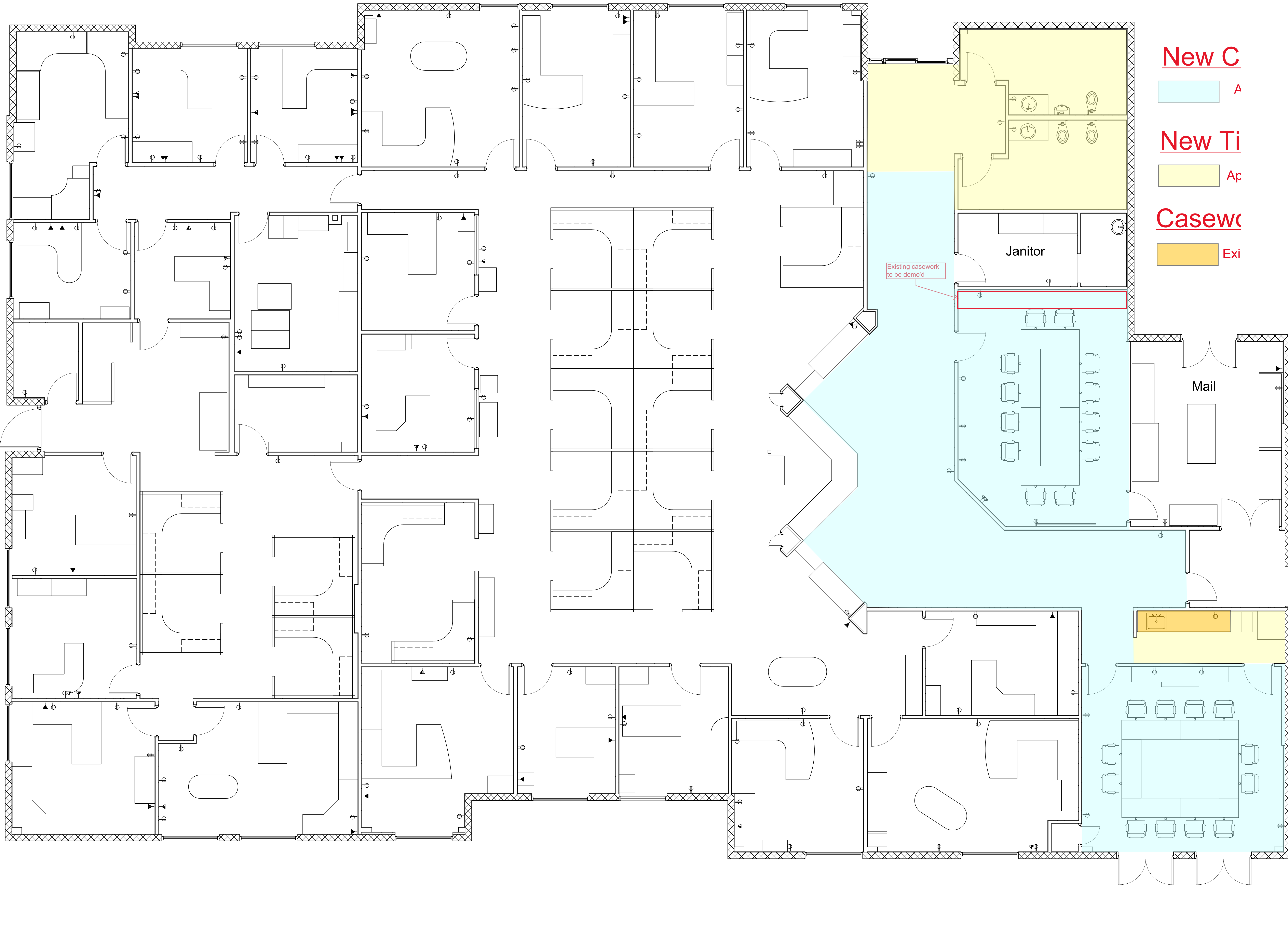
SHEET NUMBER:

**A-3.1**

SCALE: 1/4" = 1'-0"  
PRINTED: 05.15.2025

NORTH WING 1/4" = 1'-0" 1

Phase 4



New C

A

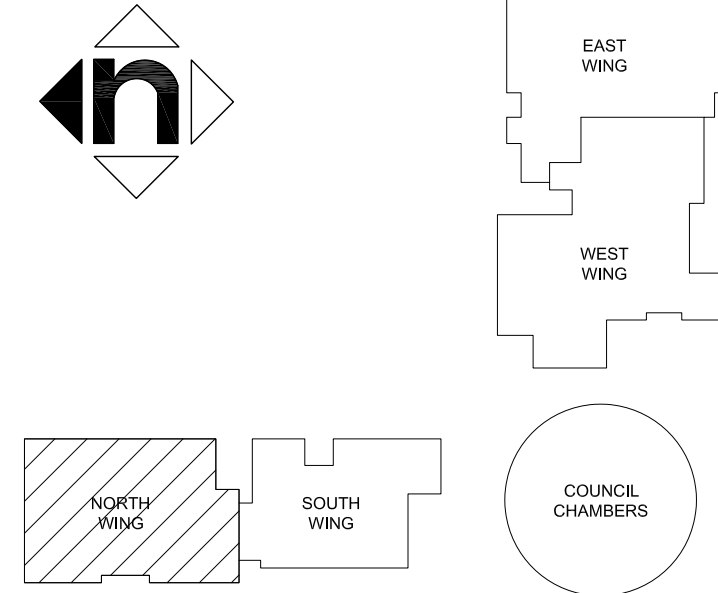
New Ti

Ap

Casework

Exi

KEY PLAN:



PROJECT INFORMATION:

**PALM DESERT  
CITY HALL**

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

**NORTH WING**

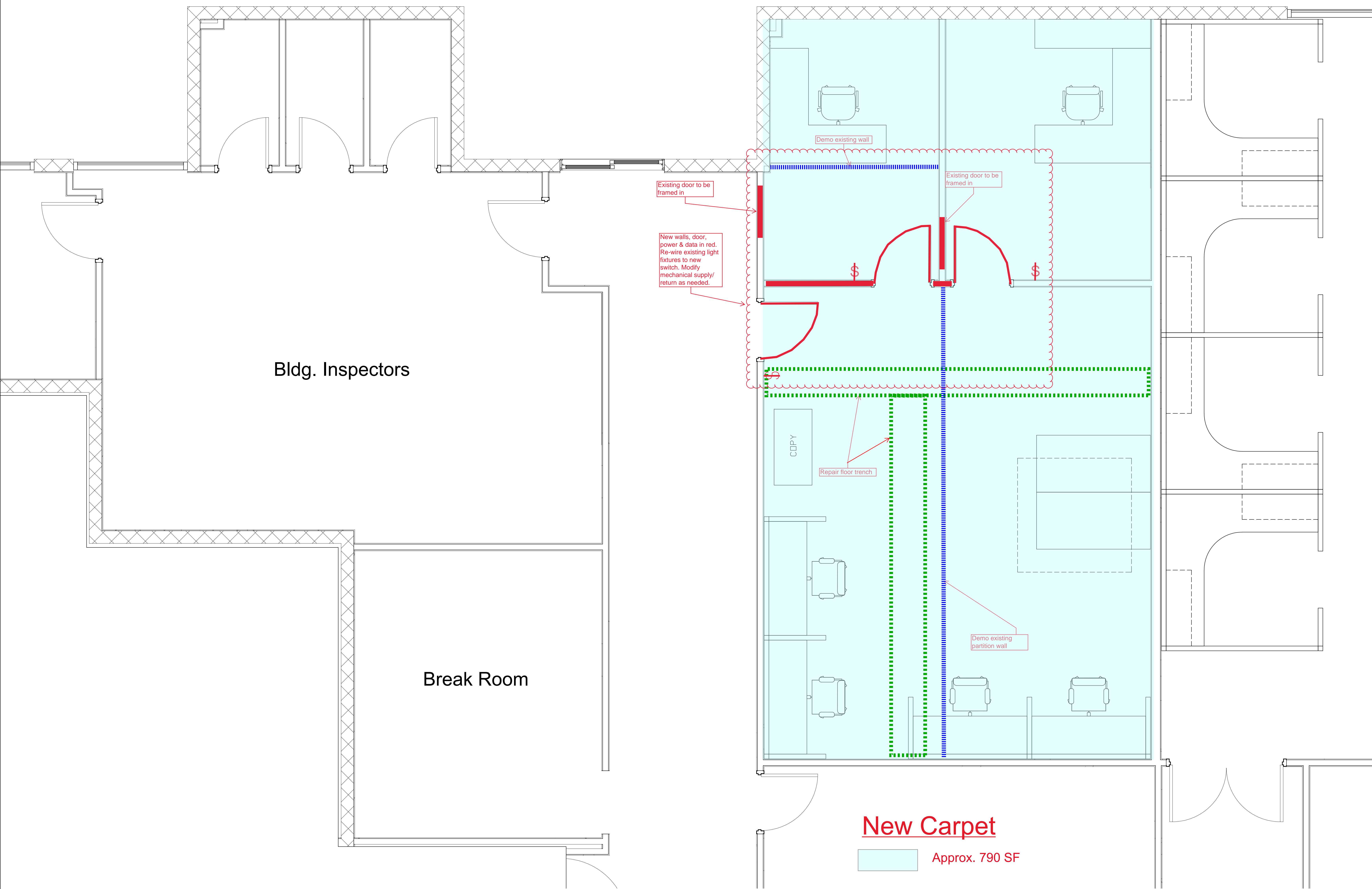
SHEET NUMBER:

**A-3.1**

SCALE: 1/4" = 1'-0"  
PRINTED: 05.15.2025

NORTH WING 1/4" = 1'-0" 1

# Phase 5



CLIENT INFORMATION:

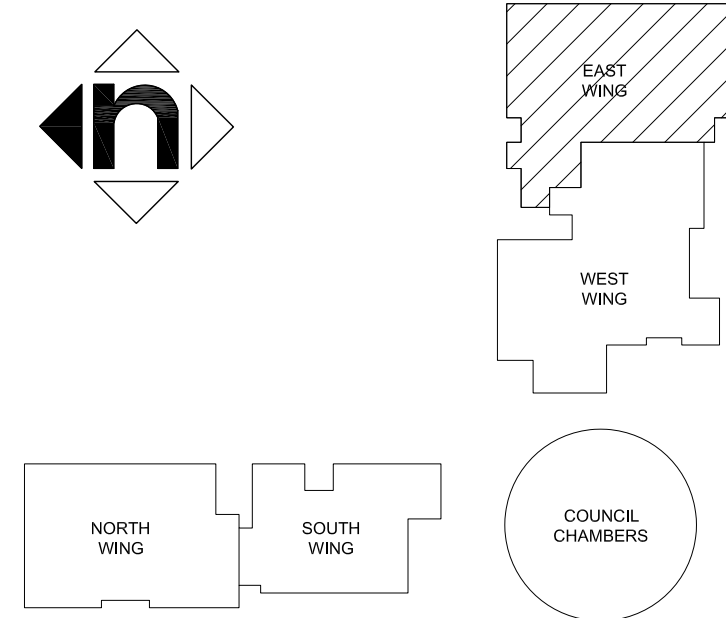
CITY OF PALM DESERT

PRODUCED BY:

NOTES:

1. DIMENSIONS ARE TO FINISH FACE OF WALL, U.N.O.

KEY PLAN:



PROJECT INFORMATION:

**PALM DESERT  
CITY HALL**

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

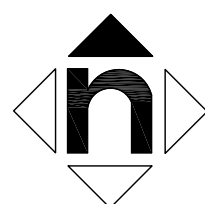
**EAST WING**

SHEET NUMBER:

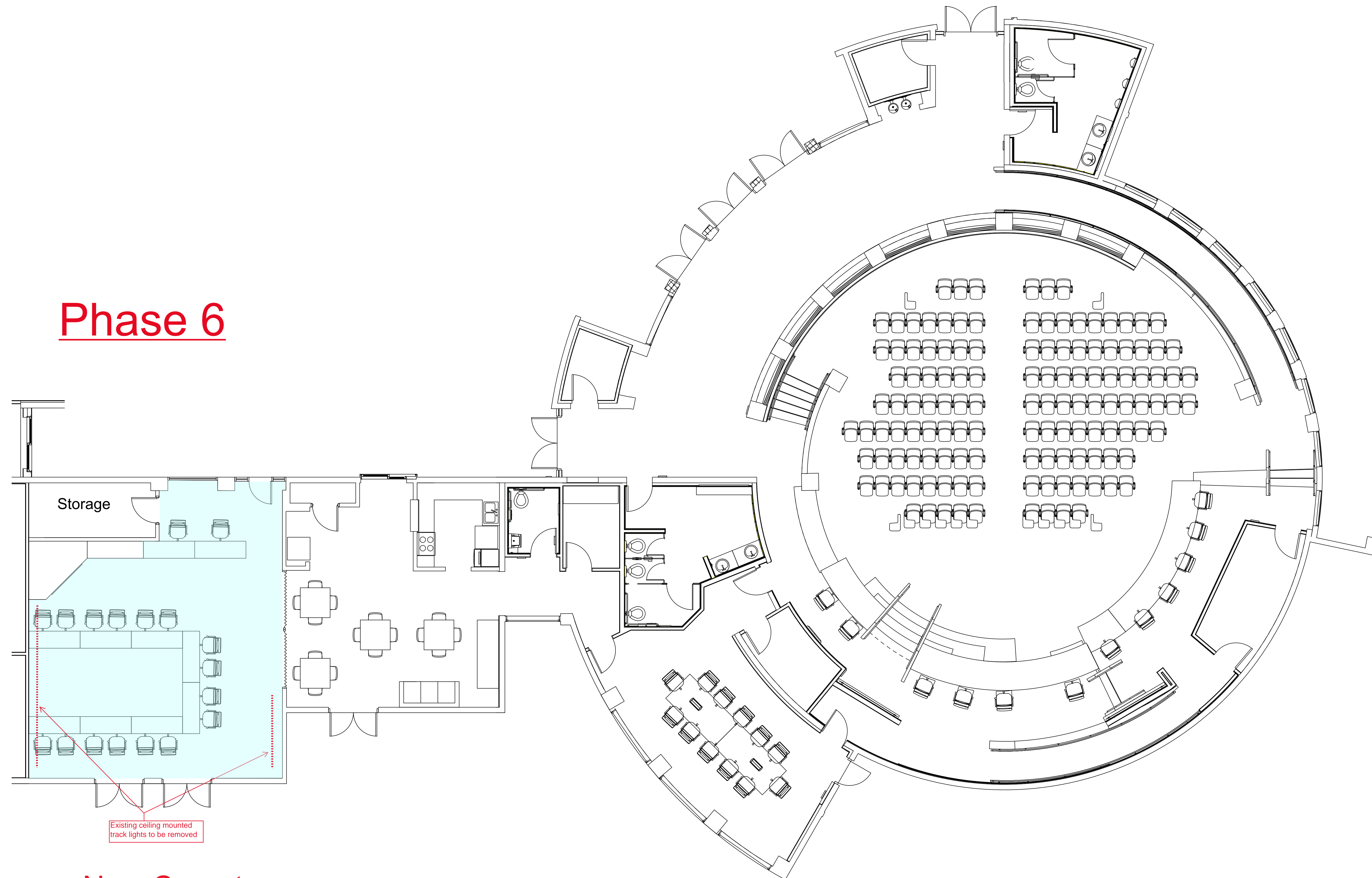
**A-3.3**

SCALE: 1/2" = 1'-0"

PRINTED: 05.15.2025



EAST WING 1/2" = 1'-0" 1



**Phase 6**

**New Carpet**

Approx. 875 SF

Existing ceiling mounted track lights to be removed

CLIENT INFORMATION:

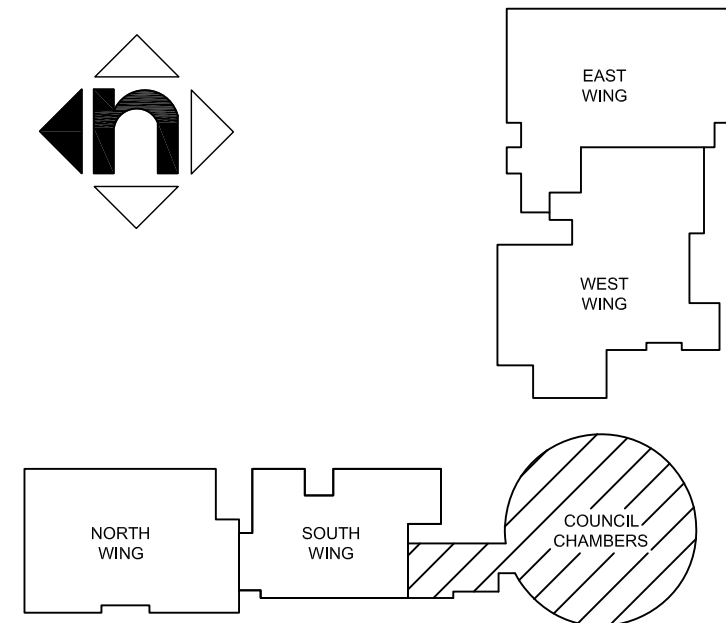
CITY OF PALM DESERT

PRODUCED BY:

NOTES:

1. DIMENSIONS ARE TO FINISH FACE OF WALL, U.N.O.

KEY PLAN:



PROJECT INFORMATION:

**PALM DESERT CITY HALL**

73510 FRED WARING DR,  
PALM DESERT, CA 92260

SHEET NAME:

**COUNCIL CHAMBERS & ADMIN. CONF. ROOM**

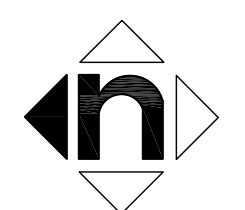
SHEET NUMBER:

**A-3.5**






SCALE: 3/16" = 1'-0"  
PRINTED: **05.15.2025**

COUNCIL CHAMBERS & ACR

3/16" = 1'-0" 1



# MATERIAL FINISH SCHEDULE

MARK	MANUFACTURER	SIZE	COLOR	FINISH	IMAGE	REMARKS
1) PORCELAIN FLOOR TILE						
F1	DAL TILE	24x48	DOVE GREY PF04	POLISHED FINISH		DCOF value of ≥0.42
F2	DAL TILE	12x24	DOVE GREY PF04	LIGHT POLISHED FINISH		DCOF value of ≥0.42
2) CARPET						
F3	MOHAWK- SHARED PATH	12x36	959 SLATE			
3) TILE WALL BASE						
B1	DAL TILE	4x24	CHORD FORTE GREY CH25	LIGHT POLISHED FINISH- BULLNOSE		
4) RUBBER WALL BASE						
B2	JOHNSONITE- TARKETT	4"	TSB 48 GREY WG	-		393



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Randy Chavez, Director of Public Works

SUBJECT: AUTHORIZE CITY MANAGER TO AWARD CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC., FOR NUISANCE SOIL REMOVAL (PROJECT NO. SCC00001)

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## **RECOMMENDATION:**

1. Authorize the City Manager to award a construction agreement to Jeremy Harris Construction, Inc., of Riverside, California, for the Nuisance Soil Removal Project for total compensation of \$529,998, plus \$105,000 contingency for unforeseen conditions.
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 written requests for change orders up to the contingency amount, amendments, and any other documents necessary to effectuate this action, in accordance with Palm Desert Municipal Code Section 3.30.170.
4. Authorize the City Manager to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.
5. Reject all bids opened on October 29, 2024.

## **BACKGROUND/ANALYSIS:**

The subject property, a privately owned parcel, formerly part of a golf course, is located within the boundaries of California Drive to the south, Kentucky Avenue to the west and north, and Tennessee Avenue to the east. Approximately 12,000 cubic yards of stockpiled soil remains on-site. The accumulated soil has generated significant concern among neighboring residents due to its appearance, potential environmental impacts, and perceived nuisance.

To address these concerns, the City of Palm Desert (City) initiated legal proceedings to obtain court authorization for site access and recovery of cleanup costs from the property owner. While the legal case was pending, the City moved forward with a competitive bid process to ensure readiness upon securing access.

The initial bid solicitation concluded with a public bid opening on October 29, 2024, during which multiple competitive proposals were received. All bidders were advised that their submissions must remain valid through April 27, 2025, to accommodate the ongoing legal process. However, because the lawsuit remained unresolved and the bid-hold period has since expired, the previous bids are no longer valid. As a result, staff is requesting that the City Council formally reject all expired bids.

## **DISCUSSION**

Following the expiration of prior bids, staff issued a new Notice Inviting Bids (NIB) on May 16, 2025, through the City's procurement platform, OpenGov (Project ID 2025-IFB-188) and closed on June 17, 2025.

Three responsive bids were received with the following results:

Contractor	Location	Rank	Total Bid
Jeremy Harris Construction, Inc	Riverside, CA	1	\$529,998
Tri-Star Contracting II, Inc.	Desert Hot Springs, CA	2	\$678,517
Remedial Transportation Services	Shafter, CA	3	\$753,300

Staff found the bid from the lowest bidder, Jeremy Harris Construction, Inc., to be responsive and recommend awarding the project to them in the amount of \$529,998, with an additional \$105,000 contingency. In accordance with bid requirements, the contractor has agreed to hold their price for 270 days. Since the soil removal is related to a pending lawsuit, it is uncertain whether the City will ultimately be required to complete the work. However, to be prepared and respond as quickly as possible should the need arise, staff recommend that the City Council authorize the City Manager to award the contract in the amounts stated above, without the need for further Council action.

**Legal Review:**

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

**FINANCIAL IMPACT:**

The Public Works Department proposed Capital Improvement Project (CIP) List for Fiscal Year 2025/26 includes \$650,000 for the Nuisance Soil Removal under Account No. 4004300-4309000, Cap-Improvements. The construction cost including contingency totals \$634,998; therefore, there is no further financial impact to the general fund with this action.

**ATTACHMENTS:**

1. Construction Agreement
2. Payment and Performance Bonds
3. Proposal

**CITY OF PALM DESERT  
CONTRACT FOR CONSTRUCTION**

This Agreement is made and entered into this [ ] day of [ ], 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 **Jeremy Harris Construction, Inc, an S Corporation**, with its principal place of business at **3921 Alamo Street, Riverside, California 92501** ("Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**ARTICLE 1. SCOPE OF WORK.**

The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**Nuisance Soil Removal Project  
Project No. SCC00001**  
(hereinafter referred to as "the Project").

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.**

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 30 Days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.**

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, including all applicable taxes and costs, the sum of **Five Hundred Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars (\$529,998)**. Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

**ARTICLE 4. LIQUIDATED DAMAGES.**

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of \$1,000.00 for each and every Day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not

exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

## **ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms
- Bid Acknowledgement
- Bid Schedule
- Bid Guarantee
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor DIR Registration Certification
- Performance Bond
- Payment (Labor and Materials) Bond
- Contract for Construction
- General Conditions
- Special Conditions
- Specifications
- Addenda
- Construction Plans and Drawings
- Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
- Standard Plans of the City of Palm Desert, latest edition
- Standard Plans for Public Works Construction, latest edition
- Caltrans Standard Specifications, latest edition, Except Division 1
- Caltrans Standard Plans, latest edition
- California Manual on Traffic Control Devices for Streets and Highways (CAMUTCD), latest edition
- Work Area Traffic Control Handbook, latest edition
- Reference Specifications
- Approved and fully executed Change Orders
- Permits
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**ARTICLE 7. INDEMNIFICATION AND INSURANCE****A. Indemnification**

1. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify, and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:
  - (a) Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers;
  - (b) Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements;
  - (c) Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
  - (d) Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

2. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees, and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees, 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. The only limitations on this provision shall be those imposed by Civil Code section 2782.
3. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

#### B. Insurance

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

1. **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, and a \$4,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
2. **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 Contract, 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.
3. **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, automotive liability and employer's liability. Such policy or policies shall include the following terms and conditions:

A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

- (a) Pay on behalf of wording as opposed to reimbursement; and
  - (b) Concurrence of effective dates with primary policies; and
  - (c) Policies shall “follow form” to the underlying primary policies; and
  - (d) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ Compensation Insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees. Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
5. Fidelity Coverage. [Reserved].
6. 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.

#### C. Other Provisions or Requirements

- 1. 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.
- 2. 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, its agents, representatives, employees, or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. The City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. 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.

4. Products/Completed Operations Coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.
5. City's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these requirements, 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 Contract.
6. 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.
7. 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, and volunteers, 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, agents, officials, employees, and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
8. 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.
9. 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.

10. Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.
11. Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Coverage shall be at least as broad as coverage provided by ISO's Owners, Lessees, or Contractors Additional Insured Endorsement for the ongoing (i.e. ISO Form CG 20 10 07 04) and completed operations (i.e. ISO Form CG 20 37 07 04) of Contractor.
12. 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.
13. 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.
14. 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.
15. City's Right to Revise Requirements. 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 substantial additional 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.
16. 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.
17. 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 Contract, and that involve or may involve coverage under any of the required liability policies.

18. 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.
19. 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.

#### **ARTICLE 8. PREVAILING WAGES.**

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

#### **ARTICLE 9. FALSE CLAIMS.**

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO LONG FORM CONSTRUCTION AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND JEREMY HARRIS CONSTRUCTION, 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**

**JEREMY HARRIS CONSTRUCTION, INC, A CORPORATION**

By: \_\_\_\_\_  
Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_  
Jeremy Harris  
Vice President

Attest:

By: \_\_\_\_\_  
Jeremy Harris  
Secretary

By: \_\_\_\_\_  
Anthony J. Mejia  
City Clerk

924979 A - GENERAL ENGINEERING  
Contractor's License Number and  
Classification

1000001177  
DIR Registration Number (*if applicable*)

Approved as to form:

By: \_\_\_\_\_  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

City Clerk QC: \_\_\_\_\_

Contracts QC: \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

\_\_\_\_\_  
Bonds



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Jeremy Harris Construction, Inc., (hereinafter referred to as the "Contractor") an agreement for Nuisance Soil Removal Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 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, Jeremy Harris Construction, 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 Five Hundred Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars (\$529,998), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the 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]**

**Contract No.** \_\_\_\_\_

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:

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****Contract No.** \_\_\_\_\_

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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
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 July 10, 2025, has awarded to Jeremy Harris Construction, Inc., hereinafter designated as the "Principal," a contract for the work described as follows:

Nuisance Soil Removal Project (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 July 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 Five Hundred Twenty-Nine Thousand Nine Hundred Ninety-Eight Dollars (\$529.998) 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 relating to any scheme or work of improvement herein above described, nor by any rescission or

**Contract No.** \_\_\_\_\_

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]**

**Contract No.** \_\_\_\_\_

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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COUNTY OF \_\_\_\_\_

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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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☐ 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

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Signer(s) Other Than Named Above

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- ☐ Attorney-In-Fact  
☐ Trustee(s)  
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Signer is representing:  
Name Of Person(s) Or Entity(ies)

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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 the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



City of Palm Desert  
PW - Operations & Maintenance  
Randy Chavez, Director of Public Works  
73-510 Fred Waring Drive, Palm Desert, CA 92260

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**[JEREMY HARRIS CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT**

NIB No. 2025-IFB-188

Nuisance Soil Removal Project

RESPONSE DEADLINE: June 17, 2025 at 2:00 pm

Report Generated: Tuesday, June 24, 2025

**Jeremy Harris Construction, Inc. Response**

**CONTACT INFORMATION**

**Company:**

Jeremy Harris Construction, Inc.

**Email:**

abeb@jhcinc.net

**Contact:**

Jeremy Harris

**Address:**

3921 Alamo Street  
Riverside, CA 92501

**Phone:**

(951) 215-0771

**Website:**

[Jeremyharrisconstruction.co](http://Jeremyharrisconstruction.co)

**Submission Date:**

Jun 17, 2025 12:20 PM (Pacific Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jun 11, 2025 12:49 PM by Jeremy Harris*

Addendum #2

*Confirmed Jun 11, 2025 12:49 PM by Jeremy Harris*

## QUESTIONNAIRE

### 1. BID ACKNOWLEDGMENT\*

To 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.

1. In response to the Contract Documents for project number SCC00001 and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.
2. This Bid constitutes a firm offer to the City which cannot be withdrawn for 270 calendar days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.
3. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
4. If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) Days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

5. All Bid Forms, which have been completed and executed by undersigned Bidder, are incorporated by this reference and made a part of this Bid.
6. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.
  - A. If Individual Contractor. Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California; or
  - B. If Joint Venture. Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Confirmed

## **2. BID SCHEDULE\***

IMPORTANT:

THE ELECTRONIC [#BID SCHEDULE](#) MUST BE COMPLETED BY EACH BIDDER AND PROPERLY SUBMITTED ON OPENGOV PROCUREMENT.

FAILURE TO COMPLETE THE BID SCHEDULE WILL RESULT IN AN INCOMPLETE AND NON-RESPONSIVE BID.

THE ELECTRONIC BID SCHEDULE WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS.

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work. All blank spaces appearing in the Electronic Bid Schedule must be filled in. Failure to fill in any blank spaces may render the bid non-responsive.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

I certify that I have read, understood the above statement.

Confirmed

### 3. BID GUARANTEE\*

**IF SUBMITTING AN ORIGINAL BID BOND:** Please download the Bid Bond Form under [#ATTACHMENTS](#), and Mail or hand deliver in a sealed and labeled envelope including the Project Number, Project Title, and Project Due Date visible on the outside of the envelope to the City Clerk's Office located at 73-510 Fred Waring Drive, Palm Desert, CA 92260 before the bid submittal deadline.

**IF SUBMITTING CASH OR CASHIER'S CHECK:** Mail or hand deliver in a sealed and labeled envelope including the Project Number, Project Title, and Project Due Date visible on the outside of the envelope to the City Clerk's Office located at 73-510 Fred Waring Drive, Palm Desert, CA 92260 before the bid submittal deadline.

**IF SUBMITTING AN E-BID BOND:** follow E-Bid Bond instructions.

Hard Copy Original Bid Bond (delivered before bid submittal deadline)

### 4. E-Bid Bond

Please enter your Bid Bond information from Surety2000 below ONLY IF YOU ARE NOT SUBMITTING A HARD COPY BID BOND, CASH, OR CASHIER'S CHECK.

Bond ID: No response submitted

Vendor ID: No response submitted

### 5. Enter Surety Company "Name" who Issued Bid Guarantee \*

This information will be verified against the California Department of Insurance Website.

Bid Exchange

[Click to Verify](#) *Value will be copied to clipboard*

## 6. DESIGNATION OF SUBCONTRACTORS\*

Please download the below documents, complete, and upload.

- [DESIGNATION OF SUBCONTRACTO...](#)

No\_Sub.pdf

## 7. 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

#### 8. PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION\*

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Confirmed

#### 9. 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.

1000001177

[Click to Verify](#) *Value will be copied to clipboard*

#### 10. Enter your valid CA Contractors State License Board (CSLB) number\*

Please enter your License Number here. This will be verified against the state database.

924979

[Click to Verify](#) *Value will be copied to clipboard*

**11. CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION\***

I am aware of the provisions of section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Confirmed

**12. Fleet Compliance Certification\***

I hereby acknowledge that I have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). I hereby certify, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

**13. Fleet Compliance Documentation\***

Please attach supporting documentation for the selection made in the above item.

ARB\_Certificate.pdf

**14. Type of Business\***

S Corporation (if corporation, two signatures are required)

**15. Type your Legal Company Name Here\***

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

Jeremy Harris Construction, Inc.

[Click to Verify](#) *value will be copied to clipboard*

**16. How many years has Bidder's organization been in business as a Contractor? \***

17 years

**17. List the Signatory(s) Authorized to Sign and Bind an Agreement.\***

(If two (2) signatures are required, include the following information for both signatories)

1. Full Name
  2. Title
  3. Physical Business Address
  4. Email Address
  5. Phone Number
1. Jeremy Harris
  2. Owner/ Vice president
  3. 3921 Alamo Street. Riverside CA 92501
  4. [info@jhcinc.net](mailto:info@jhcinc.net)
  5. 951-215-0771

**18. Nondiscrimination Certification\***

The City of Palm Desert is committed to promoting equal opportunity in its contracting activities. We ensure that all individuals seeking to do business with the city treat contractors, subcontractors, and employees fairly, without discrimination based on race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, sexual orientation, or membership in any other protected class.

For any purchase exceeding \$10,000, vendors must certify compliance with the City's nondiscrimination policy (G.C. 3.30.200) before contract award. No contract will be awarded until the contractor submits this certification.

By clicking the confirmation box below, the vendor certifies that they have read the code and agree to comply with its requirements. Failure to comply may result in termination of any agreement entered into with the vendor.

Confirmed

**PRICE TABLES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Nuisance soil removal	1	LS	\$529,998.00	\$529,998.00
<b>TOTAL</b>					<b>\$529,998.00</b>

## DESIGNATION OF SUBCONTRACTORS

The subcontractor(s) listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the contractor's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Percent of Total Base Bid	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
No Subcontractors					

Portion of Work to be done by Subcontractor	Percent of Total Base Bid	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)



# CALIFORNIA AIR RESOURCES BOARD

## Certificate of Reported Compliance With:

### Truck and Bus Regulation

**Issued to:** Jeremy Harris Construction, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2025

Printed on 2025-01-27

TRUCRS Fleet Registration

*Jack Kitowski*

Jack Kitowski  
Division Chief, Mobile Source Control  
Division California Air Resources Board

4 Vehicles

To verify the authenticity of this certificate, visit  
[www.arb.ca.gov/msprog/onrdiesel/tblookup.php](http://www.arb.ca.gov/msprog/onrdiesel/tblookup.php)

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Julia Breyer, Project Manager  
Chris Gerry, Senior Project Manager

SUBJECT: AWARD CONTRACT TO ST. FRANCIS ELECTRIC, LLC, FOR ON-CALL  
TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY RESPONSE  
SERVICES

---

## **RECOMMENDATION:**

1. Award a Maintenance Services Agreement to St. Francis Electric, LLC. for On-call Traffic Signal Maintenance and Emergency Response Services at an annual not-to-exceed amount of \$200,000, for a three-year term with two 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, amendments, change orders, and any other documents necessary to effectuate this action.

## **BACKGROUND/ANALYSIS:**

The City of Palm Desert performs routine traffic signal maintenance through City crews but supplements this service annually through a contracted vendor to support both routine and emergency maintenance needs. These services include:

- Emergency response to signal malfunctions or knockdowns
- Routine inspection and maintenance of signal equipment
- Repairs resulting from wear and tear, collisions, or vandalism

These services ensure continued safety and operational reliability of traffic signal infrastructure citywide.

The City released a Request for Proposals (RFP) on June 2, 2025, through the City's bid management portal OpenGov (Project ID: 2025-RFP-192), and received five proposals by the deadline of June 25, 2025. A selection committee evaluated the submissions based on clarity, quality of the work plan, experience and qualification of the proposer and assigned staff, references from similar municipal clients and cost. The proposals were ranked as follows:

Vendor	Location	Rank
St. Francis Electric, LLC	Riverside, CA	1
Crosstown Electrical & Data, Inc.	Irwindale, CA	2
Yunex, LLC	Riverside, CA	3
Econolite Systems, Inc.	Anaheim, CA	4
Bear Electrical Solutions, LLC	Alviso, CA	5

The City has previously engaged St. Francis Electric, LLC for similar services and has consistently experienced positive outcomes regarding responsiveness, technical expertise, and quality of work. Additionally, the hourly rates proposed by St. Francis Electric are competitive, being either lower than or comparable to those submitted by other proposers.

Based on the committee's evaluation and the City's prior experience, staff recommends awarding the contract to St. Francis Electric, LLC for an initial three-year term, with the option to extend for two additional one-year periods, contingent upon satisfactory performance and the availability of funding.

**Legal Review:**

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

**FINANCIAL IMPACT:**

The Public Works Department's approved operations budget for Fiscal Year 2025/26 includes a total of \$200,000 under Account No. 1104250-4332500 (Repairs and Maintenance, Traffic Signals) to support On-Call Traffic Signal Maintenance and Emergency Response Services. As such, there is no additional financial impact on the general fund. Funding for this agreement in future fiscal years will be subject to City Council approval.

**ATTACHMENTS:**

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

**CITY OF PALM DESERT  
MAINTENANCE SERVICES AGREEMENT**

**1. Parties and Date.** This Agreement is made and entered into this **10th** day of **July, 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 **St. Francis Electric, LLC, a Limited Liability Company**, with its principal place of business at **2100 Iowa Avenue, Riverside, CA 92507** ("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 Traffic Signal Maintenance & Emergency Response Services Project**  
(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, 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 **Chris Gerry, Senior Project 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 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 **Guy Smith, 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 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. 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, 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 reinstitution 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 **Two Hundred Thousand Dollars (\$200,000)** 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.

#### **3.3.2.1 Retainer. Reserved.**

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:** St. Francis Electric, LLC  
975 Carden Street  
San Leandro, CA 94577  
ATTN: **Guy Smith**

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: **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 ST. FRANCIS ELECTRIC, LLC**

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**

**ST. FRANCIS ELECTRIC, LLC, A LIMITED  
LIABILITY COMPANY**

By: \_\_\_\_\_

Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_

Guy Smith  
President

Attest:

By: \_\_\_\_\_

Anthony J. Mejia  
City Clerk

\_\_\_\_\_  
Contractor's License Number and  
Classification

\_\_\_\_\_  
DIR Registration Number (*if applicable*)

Approved as to form:

By: \_\_\_\_\_

Isra Shah  
Best Best & Krieger LLP  
City Attorney

**City Clerk QC:** \_\_\_\_\_

**Contracts QC:** \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

## EXHIBIT “A”

### SCOPE OF SERVICES

- **Emergency On-Call Support**
  - Provide after-hours and weekend emergency response for traffic signal malfunctions, knockdowns, or other urgent traffic control issues.
  - Maintain a 24/7 contact line with the ability to respond on-site within a specified timeframe (e.g., 60 minutes).
  - Coordinate closely with City staff and law enforcement during incidents.
- **Traffic Equipment Knockdown Response**
  - Respond to and assess damage from knockdowns involving traffic signals, poles, cabinets, and related equipment.
  - Secure damaged areas and provide temporary repairs or traffic control as needed.
  - Document incident details and support coordination with insurance or liability claims.
- **Preventive Maintenance Inspections**
  - Conduct routine inspections of traffic signals, cabinets, pedestrian push buttons, detection systems, and other field equipment.
  - Perform basic servicing such as cleaning, tightening connections, checking signal timing, and replacing worn components.
  - Provide inspection reports and flag any corrective maintenance needs.
- **Minor Construction and Field Modifications**
  - Install or modify signal loops, pedestrian detectors, and signal heads.
  - Add or reconfigure signal phasing, such as installing right-turn overlap movements or split phase operations.
  - Support implementation of small capital projects or pilot installations as directed by City staff.
  - Perform minor civil work, such as trenching, conduit installation, or mounting hardware.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**Reserved.**

**EXHIBIT "C"****COMPENSATION**

The total annual compensation **shall not exceed Two Hundred Thousand Dollars (\$200,000) per fiscal year**. Payment and Performance Bonds apply and will follow after compensation.

**Fee Proposal**Preventative Maintenance Per Intersection Rate

Item No.	Description	Rate
1	Traffic Signal Preventative Maintenance per Intersection	\$99.50

Suggested Preventative Maintenance Fee Schedule

	I/S QTY	I/S Rate	Monthly Total (per Group)	Annual Total (Per Group)
Group A	34	\$99.50	\$3,383.00	\$13,532.00
Group B	35	\$99.50	\$3,482.50	\$13,930.00
Group C	35	\$99.50	\$3,482.50	\$13,930.00
Total Annual Routine Maintenance Cost (Group A + Group B + Group C)				\$41,392.00

Hourly Rates for Labor

Item No.	Description	Hourly Rate
2	Superintendent / Foreman (Regular Time)	\$132.00
3	Superintendent / Foreman (Over Time)	\$179.00
4	Superintendent / Foreman (Double Time)	\$225.00
5	Traffic Signal Technician – Field (Regular Time)	\$122.00
6	Traffic Signal Technician – Field (Over Time)	\$169.00
7	Traffic Signal Technician – Field (Double Time)	\$215.00
8	Traffic Signal Laborer – Field (Regular Time)	\$112.00
9	Traffic Signal Laborer – Field (Over Time)	\$159.00
10	Traffic Signal Laborer – Field (Double Time)	\$199.00

Hourly Rates for Equipment

Item No.	Description	Rate
11	Pickup Truck	\$25.00
12	Service Bucket Truck	\$38.00
13	Service Truck	\$35.00
14	Crane	\$99.00

Material Mark Up is Cost + 15% GM

Rates are hourly Port-to-Port for Labor and Equipment

Note: Regular, Overtime/Saturday, and Double Time/Sunday/Holiday Rates will be billed and applied per the DIR Requirements.

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Palm Desert (hereinafter referred to as "City") has awarded to Sy. Francis Electric, LLC, (hereinafter referred to as the "Contractor") an agreement for On-Call Traffic Signal Maintenance & Emergency Response Services Project (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated July 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, St. Francis Electric, LLC, 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 annual sum of Two Hundred Thousand Dollars, (\$200,000), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the 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]**

**Contract No.** \_\_\_\_\_

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)

- |   |                                  |
|---|----------------------------------|
| <input type="checkbox"/> Partner(s)           | <input type="checkbox"/> Limited |
|   | <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney-In-Fact     |                                  |
| <input type="checkbox"/> Trustee(s)           |                                  |
| <input type="checkbox"/> Guardian/Conservator |                                  |
| <input type="checkbox"/> 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****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)

\_\_\_\_\_  
Title or Type of Document

- ☐ Partner(s)      ☐ Limited  
                          ☐ General

\_\_\_\_\_  
Number of Pages

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

\_\_\_\_\_  
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 July 10, 2025, has awarded to St. Francis Electric, LLC, hereinafter designated as the "Principal," a contract for the work described as follows:

On-Call Traffic Signal Maintenance & Emergency Response Services Project (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 July 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 annual sum of Two Hundred Thousand Dollars, (\$200,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by 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]**

**Contract No.** \_\_\_\_\_

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 must 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.** \_\_\_\_\_

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

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**OPTIONAL**

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*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:

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****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**

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**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**\_\_\_\_\_  
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 the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

# Request for Proposals to CITY OF PALM DESERT

FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE & EMERGENCY RESPONSE SERVICES  
RFP# 2025-RFP-192



**Request for Proposal to the City of Palm Desert**

**Presented by: St Francis Electric**

2100 Iowa Avenue, Riverside, CA 92507

**"Experience, Quality & Reliability..."**

Due by: June 25, 2025 @ 2:00 p.m.

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## 1. Cover Letter

June 25, 2025

Julia Breyer – Project Manager  
City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260



### RE: On-Call Traffic Signal Maintenance & Emergency Response Services RFP# 2025-RFP-192

Dear Ms. Breyer,

St. Francis Electric, LLC (herein after referred to as SFE) is pleased to respond to the Request for Proposals for On-Call Traffic Signal Maintenance & Emergency Response Services to the City of Palm Desert. SFE agrees to provide services outlined in the RFP in providing routine traffic signal maintenance, emergency repairs, non-emergency routine inspections, and new equipment upgrade and installation work as proposed to the City of Palm Desert. Our service will significantly reduce the frequency of malfunction/operational complaints and extend the useful life of the City's (104) traffic signals and other traffic signal appurtenances. SFE will maintain a 24-hour per day emergency response service (1-844-LIGHT88) to respond to emergency callouts within (2) hours under normal conditions.

SFE believes it is the best qualified to provide such services to the City of Palm Desert as our team has experience providing these exact services to your City for over 10 years and has over 30 years of traffic signal & streetlighting routine and emergency response experience combined in providing these services to your neighboring cities and throughout California. SFE is a California licensed and bonded Class **"A-General Engineering" and "C-10 Electrical"** contractor (CA license #1003811). SFE has a long history (Since 1946) of servicing California's transportation and electrical needs proving to be a beneficial resource when dealing with everyday maintenance and operations. Having a core business of traffic signal installation and maintenance, SFE has established itself as one of the top electrical service providers in California with satellite office locations in Riverside, San Leandro, Napa, Gilroy, and Woodland. SFE has similar contracts in Southern California in the Cities of Indian Wells, La Quinta, Lancaster, Palm Springs, & Rialto to name a few in this region.

Our company currently has over 250 employees including a solid team of skilled IMSA certified traffic signal technicians, electricians, CA licensed traffic & civil engineers, project managers & project coordinators. We have also aligned ourselves with reputable subcontractors in this area such as: Sierra Pacific Electrical (intersection mods & underground utility) and Smithson Electric (loop detector installation) in order to offer the best services from around the industry. SFE sets high standards in customer service with regards to safety, time & budget. We constantly monitor our staff and subcontractors' service quality to satisfy our clients and ultimately lead to better & safer living conditions for the citizens.

We thank you for giving SFE the opportunity to present this RFP and look forward to continue a working partnership with the City of Palm Desert. Shenoa Townsend is the Project Manager designated for the City of Palm Desert (email – [shenoa.townsend@sfe-inc.com](mailto:shenoa.townsend@sfe-inc.com); phone 951-906-7626). Jill Petrie is the SoCal Area Manager authorized to negotiate compensation. She is available at 2100 Iowa Ave, Riverside, CA 92507 and (951) 203-4586. This contract would be managed by the local office located at 2100 Iowa Ave, Riverside, CA 92507; phone (951) 906-7626. **SFE agrees to the effect that this RFP will remain valid for a period of 90 calendar days from June 25, 2025. SFE also acknowledges and accepts Addendum No. 1 dated June 17, 2025.**

Sincerely,

Guy Smith - President (Authorized individual to negotiate Agreement Terms St. Francis Electric, LLC.)  
975 Carden Street, San Leandro, CA 94577  
(510) 639-0639 Ext. 211 Office / (510) 639-4653 Fax  
[guy@sfe-inc.com](mailto:guy@sfe-inc.com) / <https://www.stfranciselectric.com>

## 2. Experience and Technical Competence

### A. Background:

SFE has been in the electrical business for 79 years. We have provided a track record of success in the contracting and in the maintenance divisions, over these 79 years. With over 250+ employees, we have the senior management team to allow for continued growth and have the path of growth to succeed. We have seen tremendous changes in our industry and have grown our business along the lines of longevity and stability. We have matured as a company from the early days of SFE into a leader in our industry. We pride ourselves on a close working relationship with our clients and we have continued to create new and lasting relationships with all of them. SFE has extensive experience in the maintenance work that is being requested. SFE owns and operates approximately 100+ service vehicles of various types and sizes throughout California.



We maintain management of all our costs and expenses. Having been in the Electrical business for these 79 years length of time, we have crafted special relationships with our suppliers and our financial backing. We have worked on projects that have been worth over 20 million dollars and have successfully secured the financing and the manpower to produce the finest work and craftsmanship in this business proving that SFE is the best qualified to provide the services as described in this RFP. We intend to bring our years of experience to this maintenance proposal.

SFE has extensive experience in the maintenance work that is being requested. SFE to help ensure safety, our maintenance crews use hydraulic “bucket” trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected, and certified as required by law. Our bucket trucks are typically equipped with the most common traffic signal gear, poles, and street light replacement parts to service most emergency responses such as knock downs. In addition, SFE’s vehicles are equipped with a permanently mounted arrow board/stick, warning beacon/strobe lights, traffic cones & construction warning signs.

Our “bucket truck” hydraulic lift is capable of reaching a height of at least forty (40) feet from roadway surfaces. Additionally, SFE houses a minimum of 2 crane truck at our yard. Our technicians are equipped with necessary laptops for the programming/testing of traffic signal controllers, CMU/MMU, Camera monitoring (CCTV, Video, etc.), and various equipment. In addition, all SFE employees will be equipped with a smartphone/mobile tablet with 5G access capable of email, text, photo, and internet. SFE is committed to maintaining an inventory of all signal equipment used by the City of Palm Desert. This commitment will ensure the City avoiding long wait time on some equipment such as traffic signal poles.



We maintain these types of services to create the applications needed to keep SFE in the leading edge of services that are provided as part of our core business. We take great pride in our value-added services and how we can be relied on for a complete package of services in the Transportation areas.

SFE’s Maintenance Division Management Team has extensive experience of more than 50 years in serving the governmental needs as well as in charge of municipalities’ maintenance programs as government employees. Shenoa Townsend will be the Project Manager and Guy Smith will be the Management contact that is authorized to sign an agreement for St. Francis Electric.

## Number of Years Company has Provided Services and Company Ownership

St. Francis Electric, LLC is a Limited Liability Company. Doing business in the state of California. SFE is not owned by another business organization or individual. SFE has been conducting business as St. Francis Electric, LLC. for 10 years and providing the services as outlined in the RFP; however, SFE has been in business for 79 years. Our Headquarters is located at 975 Carden St, San Leandro, CA 94577 with many satellite offices located throughout California including Riverside. The Riverside location opened its doors on November 1, 2015, and is the location from which the employees are assigned. SFE has over 25 years of experience providing similar services to cities within San Bernardino County alone. Our contractor's license number is 1003811 for A, C-10 classifications and it expires on 5/31/27. Our DIR# is 1000022208.



## St. Francis Electric Availability

SFE understands the importance of maintaining a functional traffic signal system for the City's public reception and safety concerns. SFE has 15+ employees locally available to service the City of Palm Desert and 250+ employees throughout California. We also have a technician that resides in the City of Palm Desert available to respond to after-hours calls. SFE promises to make available for the City of Palm Desert on a 365/24/7 basis to perform tasks and services under this contract. SFE as a company has an excellent reputation performing traffic signal maintenance contract work on time and on budget. We are confident that our existing clients are greatly satisfied with our services and will be providing positive feedback and recommendations. SFE will make every effort to satisfy the City of Palm Desert in responding to the 24/7 emergency calls. SFE will respond immediately within two (2) hours of notification to emergency and accident work under normal conditions. All of our technicians drive their bucket trucks home and often times have technicians working in neighboring cities daily making it possible to respond in a timely manner for unscheduled, after-hours and emergency work.

## SFE's Experience

It is always the goal of SFE to hone our service around a City's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing these common goals. SFE's account management team as well as our field staff will work closely with the City in order to make sure that all of your requests are being effectively addressed. We make every effort to ensure that the City's staff is always aware of issues that are in need of attention.

## Key Contact Information:

### Headquarters

St. Francis Electric, LLC  
975 Carden Street  
San Leandro, CA 94577  
Office: (510) 639-0639  
Fax: (510) 639-4653

### Southern California Region

Jill Petrie – SoCal Area Manager  
SoCal Area Manager  
2100 Iowa Ave  
Riverside, CA 92507  
(951) 203-4586  
[jpetrie@sfe-inc.com](mailto:jpetrie@sfe-inc.com)

### Southern California Region

Shenoa Townsend  
Project Manager  
2100 Iowa Ave  
Riverside, CA 92507  
(951) 906-7626  
[shenoa.townsend@sfe-inc.com](mailto:shenoa.townsend@sfe-inc.com)

## Employee Quality Control

Safety is the top priority within SFE. In order to operate as a larger general electrical contractor, SFE has developed a culture to always pay extra attention regarding safety. With our designated safety officer and safety team constantly going from job to job, SFE promises to plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and will take precautions required by all other applicable government regulations.



### SFE Safety Data – Within the Last 5 Years

2020	2021	2022	2023	2024
.93	.83	.98	.69	.61

To ensure good quality from SFE staff, we believe in proper foresight and preparation. We train our technicians to IMSA, OSHA, State specific requirements, Caltrans specs, and Vendor Specific standards. We supply the “right tools” for the job, from hand tools to heavy equipment. Once the proper tools and training are supplied, we can then progressively inspect and ensure proper production and quality levels are met.

We regularly and randomly inspect our technician’s quality and thoroughness. We strive to “see things” from our customers’ perspective. When performing maintenance on Traffic Signals and Street Lights, we believe that the efforts we put into the quality of our service prolongs the life and efficiency of the components, and The City of Palm Desert’s confidence in our work.

SFE’s Senior Management is fully committed to addressing the safety of today and beyond. We have established aggressive goals and have adopted a ZERO tolerance regarding safety compliance. Our focus on a Safer tomorrow is paramount to our future. The success in reaching our goals rests on the shoulders of each and every employee at SFE. With their knowledge, by their preparations, and through their practices, we can achieve these goals. We have identified a number of actions, and our efforts are doubled with regard to safety awareness. Since 2012, SFE has not received an OSHA citation. In addition, the renewed efforts are already being shown in Our Experience Modification Rate.

SFE has also recently won Best Rating per 250,000 – 500,000 man hours and featured in United Contractors Magazine for three years in a row. Having a great safety rating (A.K.A EMR/ MOD RATING) or ZERO injuries in the construction world is HUGE! General contractors and Project owners look at this mod rating as our “credit score” and our ability to perform the job safely! Maintaining a great EMR rating is critical when competing for work.



Category: 250,001-500,000 Man-Hours:  
**St. Francis Electric LLC**

“At St. Francis Electric, safety is not just a priority but a philosophy ingrained in every aspect of our daily operations. Our commitment begins with innovative training programs that empower every employee to prioritize safety at all times. This culture of safety is nurtured through continuous education and reinforcement, fostering an environment where each team member takes personal responsibility for ensuring a safe workplace. Our superintendents and foremen exemplify this dedication through their leadership, actively promoting and enforcing safety protocols to uphold our unwavering commitment to the well-being of our workforce.”

— Guy Smith, President, St. Francis Electric LLC

22 WWW.UNITEDCONTRACTORS.ORG



## Training Programs

SFE has several training programs we use for our employees to ensure the highest quality, with the most up to date knowledge and training. We also review the latest maintenance procedures and suggestions from the industry, the industry periodicals and NECA, IMSA seminars, so that SFE can maintain our service capability to the latest industry guidelines.

We work with our Local Unions who have Apprenticeship and Training programs for Technical Application/Training, First Aid/CPR and also OSHA Safety. Many of our staff are trainers in these programs and have the opportunity to instruct and mentor the electricians in the industry.

In-House SFE has many employees that have been in this industry for 40+ years, these Journeymen / Foremen / Mentors /Area Leads help to train, develop and grow our team with real life exposure and situations both in the field and at our in-shop training lab.

We work with all our field staff and project managers to help them acquire and maintain IMSA certified training and the State Certified National Electrical Certification. We feel the attainment of these types of certifications is a means for individuals to indicate to the general public, coworkers, agencies, and others that an impartial, nationally recognized organization has determined that they are qualified to perform specific technical tasks by virtue of their technical knowledge and experiences. Certification also bestows a sense of achievement upon the certified individual since it reflects professional advancement in a chosen field. We encourage all of our technicians to be certified in Work Zone Safety, TS Level I, II and III and Roadway Lighting Levels I, & II. We employ several employees who have gone beyond these certifications.

IMSA currently offers certification in the following fields:

- Electronics in Traffic Signals
- Fiber Optics for ITS
- Flagging and Basic Traffic Control
- Microprocessors in Traffic Signals
- Roadway Lighting
- Signs and Markings
- Traffic Signals
- Traffic Signal Inspector
- Work Zone Traffic Control Safety



Advancing the Future of Public Safety

**LRN** *Transportation Inc*

SFE Technicians and Project managers also receive specialized training from LRN Transportation. LRN Transportation has developed a comprehensive program in the areas of signal operation and maintenance to upgrade the skills of traffic signal technicians, electricians, engineers, inspectors, contractors, and consultants. Their goal is to train in the latest equipment and technology to make experts of the personnel working in the traffic signal industry while learning the latest MUTCD, Caltrans and ADA regulations; build pedestrian-friendly streets; design, inspect and finalize safe traffic signal intersections. We have been trained and certified in several of these classes and also continue to take refresher courses to stay up to date on all industry changes.

We encourage our staff to attend these classes and make time available to attend these courses as needed.



## SFE's Primary, Headquarters and Satellite Office Locations

St. Francis Electric's Southern California office is the designated local office/yard for this project located at 2100 Iowa Ave, Riverside, CA 92507 in the County of Riverside. We currently provide these exact services to your neighboring cities, allowing for our technicians to always be in the neighborhood just minutes away - this allows for eyes on in the field of day-to-day operations of the intersections and emergency support when needed. SFE's office has secured outdoor storage space sufficient for all the contract equipment, parts, components, and inventory. In addition to the outdoor storage, we also have ample warehouse indoor secured storage space necessary for these types of contracts. SFE's Southern California shop is not only set up for our typical maintenance & response work but has the necessary room for growth to support the addition of many new customers, contracts and projects. SFE has a Southern California traffic signal lab located in Riverside County used for the testing and repairs of new/used equipment and the on-going training of field technicians in a controlled environment. SFE also has a testing lab facility located at our Headquarters office for these same types of services in that area. Since all of our offices are located in California, as seen below, they all provide services throughout Northern, Central and Southern California.



**St. Francis Electric, LLC. (Primary Office)**  
2100 Iowa Ave  
Riverside, CA 92507



**St. Francis Electric, LLC. (Headquarters)**  
975 Carden St  
San Leandro, CA 94577

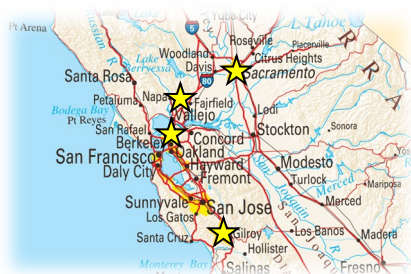
### Other SFE Office Locations Include:

1850 West Imola Ave  
Napa, CA 94559

230 Mayock Rd  
Gilroy, CA 95020

341 Industrial Way  
Woodland, CA 95776

### Northern California Locations



### Southern California Locations



SFE's Southern California office currently has contracts for Traffic Signal Maintenance Services with such Cities as: City of Colton, Corona, Downey, Grand Terrace, Indian Wells, Lancaster, La Quinta, Loma Linda, Palm Desert, Palm Springs, Rialto, Rosemead, County of San Bernardino Waste, Wildomar, Yorba Linda, and Town of Apple Valley as well as several projects with other cities throughout Southern California.

We graciously hope for the opportunity to work hand and hand with your City.

## B. References:

St. Francis Electric has established a reputation of quality service with our Southern California team. The field and office staff have provided maintenance/response services to public agencies for over two decades and continue to build strong relationships with new clients. We understand the value of our clients as well as their demands all while keeping the citizens' safety in mind.

Client	Client Project Manager	Addresses	Email & Phone Info
Town of Apple Valley	Brett Morgan	14955 Dale Evans Pkwy Apple Valley, CA 92307	<a href="mailto:bmorgan@applevalley.org">bmorgan@applevalley.org</a> (760) 403-8034
City of Colton	Victor Ortiz	160 S. 10th St Colton, CA 92324	<a href="mailto:vortiz@coltonca.gov">vortiz@coltonca.gov</a> (909) 514-4210
City of Corona	Gabriel Hernandez	400 S. Vicentia Ave Corona, CA 92882	<a href="mailto:gabriel.hernandez@ci.corona.ca.us">gabriel.hernandez@ci.corona.ca.us</a> (951) 279-3709
City of Downey	Edwin Norris	11111 Brookshire Ave Downey, CA 90241	<a href="mailto:enorris@downeyca.org">enorris@downeyca.org</a> (562) 904-7110
City of Grand Terrace	Ruben Montano	22795 Barton Rd Grand Terrace, CA 92313	<a href="mailto:rmontano@grandterrace-ca.gov">rmontano@grandterrace-ca.gov</a> (909) 835-0890
City of Indian Wells	Mihai Dan	44-950 Eldorado Dr Indian Wells, CA 92210	<a href="mailto:mdan@indianwells.com">mdan@indianwells.com</a> (760) 346-2489
City of Lancaster	Mike Hame	44933 Fern Ave Lancaster, CA 93534	<a href="mailto:mhame@cityoflanasterca.org">mhame@cityoflanasterca.org</a> (661) 723-5801
City of La Quinta	Adam Viramonte	78-495 Calle Tampico La Quinta, CA 92253	<a href="mailto:aviramontes@laquintaca.gov">aviramontes@laquintaca.gov</a> (760) 835-5109
City of Loma Linda	John Trujillo	25541 Barton Rd Loma Linda, CA 92354	<a href="mailto:jtrujiillo@lomalinda-ca.gov">jtrujiillo@lomalinda-ca.gov</a> (909) 478-4269
City of Palm Desert	Robert Becerra	73-510 Fred Waring Dr Palm Desert, CA 92260	<a href="mailto:rbecerra@palmdesert.gov">rbecerra@palmdesert.gov</a> (760) 862-6804
City of Palm Springs	Joel Montalvo	3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	<a href="mailto:joel.montalvo@palmsspringsca.gov">joel.montalvo@palmsspringsca.gov</a> (760) 322-8339
City of Rialto	Tim Sullivan	150 S. Palm Ave Rialto, CA 92376	<a href="mailto:tsullivan@rialtoca.gov">tsullivan@rialtoca.gov</a> (909) 421-7229
City of Rosemead	Jimmy Limon	2174 River Ave Rosemead, CA 91770	<a href="mailto:jlimon@cityofrosemead.org">jlimon@cityofrosemead.org</a> (626) 644-1287
City of Wildomar	Jason Farag	23873 Clinton Keith Rd, Suite 201 Wildomar, CA 92595	<a href="mailto:jfarag@cityofwildomar.org">jfarag@cityofwildomar.org</a> (951) 677-7751 x219
City of Yorba Linda	Armando Jaime	4845 Casa Loma Ave Yorba Linda, CA 92886	<a href="mailto:aj Jaime@yorbalindaca.gov">aj Jaime@yorbalindaca.gov</a> (714) 961-7170



### 3. Firm Staffing and Key Personnel

#### A. Staffing:

SFE understands the importance of maintaining a functional traffic signal system for the City's public reception and safety concerns. SFE has 15+ employees locally available to service the City of Palm Desert and 250+ employees throughout California. SFE promises to make available for the City of Palm Desert on a 365/24/7 basis to perform tasks and services under this contract. SFE as a company has an excellent reputation performing traffic signal maintenance contract work on time and on budget. We are confident that our existing clients are greatly satisfied with our services and will be providing positive feedback and recommendations. SFE will make every effort to satisfy the City of Palm Desert in responding to the 24/7 emergency calls. SFE will respond immediately within two (2) hours for responding to unscheduled or emergency work under normal conditions. All our technicians drive their bucket trucks home and often times have technicians working in neighboring cities daily making it possible to respond in a timely manner for unscheduled, after-hours and emergency work.

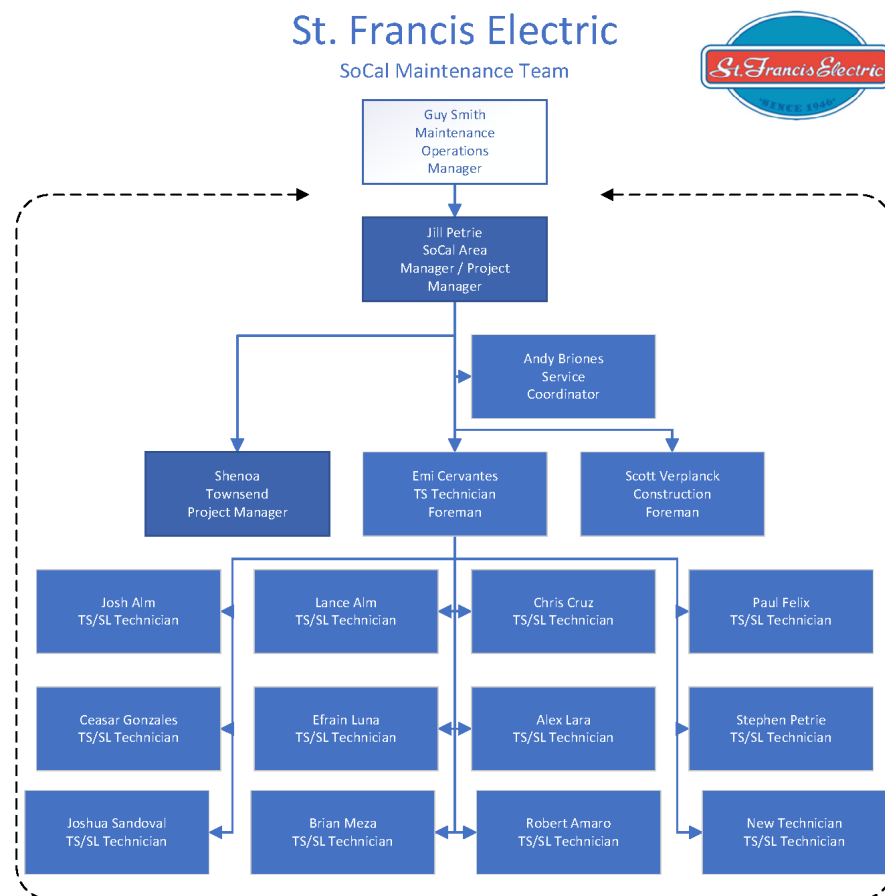
SFE is an active union company and is supported by the local unions in all areas which provides upon request, certified IBEW journeyman electricians, traffic signal technicians, laborers and apprentices for these classifications and is available to provide additional personnel as needed. SFE supports these unions and their apprenticeship programs in order to develop knowledge and growth which in turn provides jobs for our local communities in the traffic signal maintenance industry.

<b>Name: Jill Petrie</b> Discipline: Estimating / Manager Job Title: SoCal Area Manager/Project Manager	<b>Name: Scott Verplanck</b> Discipline: Traffic Signal & Streetlight Job Title: Construction Foreman
<b>Name: Shenoa Townsend</b> Discipline: Estimating / Project Management Job Title: Project Manager	<b>Name: Chris Cruz</b> Discipline: Traffic Signal & Streetlight Job Title: Technician / Electrician
<b>Name: Andy Briones</b> Discipline: Service Coordinator Job Title: Project Engineer	<b>Name: Emi Cervantes</b> Discipline: Traffic Signal & Streetlight Job title: Technician/Electrician Foreman
<b>Name: Guy Smith</b> Discipline: Operational Management Job Title: President	<b>Name: Stephen Petrie</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician
<b>Name: Lance Alm</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician	<b>Name: Josh Alm</b> Discipline: Traffic Signal & Streetlight Job Title: Technician / Electrician
<b>Name: Brian Meza</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician	<b>Name: Alex Lara</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician
<b>Name: Ceasar Gonzales</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician	<b>Name: Paul Felix</b> Discipline: Streetlight Job Title: Technician / Electrician
<b>Name: Efrain Luna</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician	<b>Name: Robert Amaro</b> Discipline: Traffic Signal & Streetlight Job Title: Technician/Electrician
<b>Name: Joshua Sandoval</b> Discipline: Streetlight Job Title: Technician/Electrician	

## B. Key Personnel:

<b>Name: Jill Petrie</b> Role: - SoCal Area Manager/Project Manager	<b>Name: Scott Verplanck</b> Role: Construction Foreman
<b>Name: Shenoa Townsend</b> Role: Assigned Project Manager / Estimating	<b>Name: Emi Cervantes</b> Role: Provide Advanced Technical Support
<b>Name: Andy Briones</b> Role: Project Administrative Support	<b>Name: Stephen Petrie (Assigned Tech)</b> Role: Provide Routine & Response Services
<b>Name: Guy Smith</b> Role: Authorized Individual to Contractually Bind SFE	<b>Name: Josh Alm (Assigned Tech)</b> Role: Provide Routine, Responses & USA Services
<b>Name: Lance Alm</b> Role: Provide Routine, Response & USA Services	<b>Name: Chris Cruz</b> Role: Provide Routine & Response Services
<b>Name: Brian Meza</b> Role: Respond to Emergency Service Requests	<b>Name: Alex Lara</b> Role: Respond to Emergency Service Requests
<b>Name: Efrain Luna</b> Role: Provide Response Services and Support	<b>Name: Joshua Sandoval</b> Role: Provide Streetlight Service and Support

## C. Team Organization:



#### D. Subcontractors:

SFE will/may subcontract work within the City using the subcontractors listed below. If it is found that additional subcontractors are required, their information would be submitted to City at that time.



Company	Address	Phone Number	License	DIR Registration	Functions
<b>Sierra Pacific Electrical, Inc.</b>	2542 Avalon St Riverside, CA 92509	(951) 784-1410	264048 A, B, C-10	1000004626	Underground Construction
<b>Smithson Electric, Inc.</b>	1938 E. Katella Ave Orange, CA 92867	(714) 997-9556	614518 C-10	1000001610	Detector Loops



## 4. Proposed Method to Accomplish the Work

A. SFE's team intends to approach this contract with a desire to provide the best customer service experience for the City of Palm Desert and its citizens. SFE has consistently performed to the highest levels of satisfaction on all our service contracts. SFE understands that, as a maintenance contractor, we represent the City while working on its streets.

Having worked with the City for over 10 years, we clearly understand what the City expects of us and the work we do. SFE's field and office staff continues to strive to become a highly valued part of the City of Palm Desert's team. SFE proposes to make every effort to satisfy the City of Palm Desert in responding to the 24/7 unscheduled and emergency work. All Emergency and accident calls will be responded to within the two (2) hours from receiving the call.

Our SFE team stands out over many due to our experience and providing exceptional customer service year after year. Working with municipalities is our **primary focus**. All SFE Employees have the same goal to "be the best **in the** industry", by providing superior customer service. We understand to last the test of time you not only must be the very best at what you do but you have to care about what you do and prove it every day. From day one, SFE owners have always been boots on the ground, in the field working alongside their employees, taking pride in the service we provide and the team that it has built throughout the years.

**Experience,  
Quality &  
Reliability...**

SFE's crew is focused and attentive to the City's needs and will do what it takes to assist the City achieve their goals for their streets and infrastructure.

SFE has been in the **traffic signal and streetlighting industry for over 79 years** and has built an outstanding reputation all over California for its work and services provided:

- We have over 250+ employees throughout our offices and in the field, IMSA certified, NEC certified, VMS qualified, USA trained, Traffic Engineers on staff and Construction specialists dedicated to this industry alone. Our motto "**Experience, Quality & Reliability...**" is something we all stand by.
- We strive to understand our customer's, their needs and goals. We understand there can be many obstacles our customers may have to navigate, and we are there to help them in any way possible. Our project managers/field staff make it a point to answer calls and emails responsively; we meet with our customers on a routine basis whether it be onsite or at their facility to have clear concise communications at all times. With this type of effort, we can sustain from common issues that arise when there is a lack of communication.
- We offer our customers an emailing option for **non-urgent** [socalmadmin@sfe-inc.com](mailto:socalmadmin@sfe-inc.com) during our business hours so that our cities will receive a response from our office staff. We inform our customers that a tech has been dispatched and when a service request has been completed in the field by our technicians so that they are not left wondering if a problem has been addressed.
- We have a live person dispatch service when calling our 24/7 Direct Line Teleservice every time you call in, and the service call is immediately dispatched to our on-call technicians. Our techs will follow up with a return phone call notifying the reporting party confirmation of receipt and our estimated time of arrival. All our technicians have smartphones / tablets and / or laptops and can be reached at any time while performing services within the City.
- We have built outstanding relationships with our suppliers over the past few decades giving us the advantage of outstanding pricing, expedited shipping and also making it so we have access to thousands of components that may not be the standard everyday part, and a tremendous amount of resources that we can rely on.
- SFE continuously works with all of our customers on getting their warranty items repaired or replaced throughout the city even when they were not the original installer. We make every effort to handle and relieve our customers of this burden, while keeping the customer informed and up to date on their status.

- We have an In-house testing/training Lab in both our Southern California and Northern California facilities.
- Our technicians receive communication directly from our 24/7 Dispatch center and take company vehicles home for a faster response time. Our shop is centrally located between the 215/60/91 Freeways making it convenient for our technicians to pickup materials if needed. Our technicians reside in varies areas of SoCal and our company vehicles are equipped with GPS to be able to dispatch the nearest technician available.

### Communications between City of Palm Desert and SFE

SFE Staff we will proactively communicate with City officials to inform of field issues encountered for all services described in this RFP during the contract period. Correspondence between the City of Palm Desert and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to [socalmadmin@sfe-inc.com](mailto:socalmadmin@sfe-inc.com) (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Palm Desert. All Call/Service request and Dispatch request will go through our 24/7 dispatch center. The helps to insure they are responded to in a timely manner. Our Dispatch Center also knows what techs are in what area in order to have the quickest response possible. **SFE DISPATCH 1-(844)-LIGHT88**

- Staff will proactively communicate with city personnel to inform of field issues encountered for all services described in this RFP during the contract period.
- SFE highly encourages all field technicians become acquainted with city personnel so that they are recognized while working throughout the City. Our technicians will contact designated city contact(s) when they plan on being in the city, when they are responding to calls and to update status of the calls in the city or prior to leaving the city to ensure all tasks have been communicated.
- Correspondence between the City of Palm Desert and our local Area Manager, Project Managers, and Project Coordinators can be called in direct line or via individual email or to [socalmadmin@sfe-inc.com](mailto:socalmadmin@sfe-inc.com) (this will send an email to all office staff.) Any and all issues with service, performance or quality shall be directed to the assigned project manager for the City of Palm Desert.
- Dispatch requests (emergency or non-emergency) are encouraged to be called into our 24/7/365 dispatch call center at **1-844-LIGHT88**. This helps ensure complete accurate information is received and dispatched appropriately.

### 24/7/365 Traffic Signal Telephone Service 1-(844)-LIGHT88



## Scope of Services

- **Emergency On-Call Support**

- SFE will provide after-hours and weekend emergency response for traffic signal malfunctions, knockdowns, or other urgent traffic control issues.
- SFE maintains a 24/7 contact line (**1-844-LIGHT88**) and is able to respond on-site within (2) hours of notification during normal conditions.
- SFE will coordinate closely with City Staff and law enforcement during incidents.

- **Traffic Equipment Knockdown Response**

- SFE will respond to and assess damage from knockdowns involving traffic signals, poles, cabinets, and related equipment.
- SFE will secure damaged areas and provide temporary repairs or traffic control as needed.
- SFE will document incident details and support coordination with insurance or liability claims.

- **Preventative Maintenance Inspections**

- SFE will conduct routine inspections of traffic signals, cabinets pedestrian push buttons, detection systems, and other field equipment.
- SFE will perform basic service such as cleaning, tightening connections, checking signal timing, and replacing worn components.
- SFE will provide inspection reports and flag any corrective maintenance needs.

- **Minor Construction and Field Modifications**

- SFE will install or modify signal loops, pedestrian detectors, and signal heads.
- SFE will add or reconfigure signal phasing, such as installing right-turn overlap movements or split phase operations.
- SFE will support implementation of small capital projects or pilot installations as directed by City staff.
- SFE will perform minor civil work, such as trenching, conduit installation, or mounting hardware.

- **Other On-Call and Mutually Agreed Upon Traffic-Related Requests**



## Preventative Maintenance Schedule

SFE will continue to utilize the quarterly preventative maintenance schedule as it was first implemented in July of 2022. We have split the total number of intersections (104) into 3 groups: “Group A”, “Group B”, “Group C” and will perform each group as scheduled below. Not only will this save the City funds, but this allows SFE to be in your City every month and can also reduce the number of extraordinary calls and travel time. Our team will continue to work closely with City Staff and will be notified when we are in the City so that we can complete any service requests they may have while we are there.

## Deliverables

SFE will provide a computerized monthly activity report to the City each month for the previous month’s activities. The report will provide a brief description of all preventative maintenance and emergency service activities and will be attached to the monthly invoice.

### City of Palm Desert

On-Call Traffic Signal Maintenance & Emergency Response Services  
RFP 2025-RFP-192

### 2025 - 2026 Annual Schedule



TASK	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026
<b>Quarterly Maintenance</b>												
Group A (34 Intersections)												
Group B (35 Intersections)												
Group C (35 Intersections)												
<b>Deliverables</b>												
Billing Reports and Invoicing (by the 15th of the subsequent month)												

## Addendum #1

### Addenda & Official Notices

Addenda & Notices issued following the posting of the project

#### Addendum #1

Jun 17, 2025 9:10 AM

This Request For Proposals (RFP) indicates a C-31 license is required. After further review, the City has determined that a C-31 license is not required to perform the scope of work outlined in this RFP. Any previous reference to the C-31 license requirement should be disregarded.

## In Closing

SFE would like to thank the City of Palm Desert for giving us another opportunity to submit this RFP and for their consideration to use our local Staff as part of a crew that represents its City. If chosen our staff will make every effort to ensure your City is our next best reference on future RFP’s to other Cities. We don’t strive to be the biggest but we do strive to be the BEST!

# Fee Proposal

## Preventative Maintenance Per Intersection Rate

Item No.	Description	Rate
1	Traffic Signal Preventative Maintenance per Intersection	\$99.50

## Suggested Preventative Maintenance Fee Schedule

	I/S QTY	I/S Rate	Monthly Total (per Group)	Annual Total (Per Group)
Group A	34	\$99.50	\$3,383.00	\$13,532.00
Group B	35	\$99.50	\$3,482.50	\$13,930.00
Group C	35	\$99.50	\$3,482.50	\$13,930.00
<b>Total Annual Routine Maintenance Cost (Group A + Group B + Group C)</b>				<b>\$41,392.00</b>

## Hourly Rates for Labor

Item No.	Description	Hourly Rate
2	Superintendent / Foreman (Regular Time)	\$132.00
3	Superintendent / Foreman (Over Time)	\$179.00
4	Superintendent / Foreman (Double Time)	\$225.00
5	Traffic Signal Technician – Field (Regular Time)	\$122.00
6	Traffic Signal Technician – Field (Over Time)	\$169.00
7	Traffic Signal Technician – Field (Double Time)	\$215.00
8	Traffic Signal Laborer – Field (Regular Time)	\$112.00
9	Traffic Signal Laborer – Field (Over Time)	\$159.00
10	Traffic Signal Laborer – Field (Double Time)	\$199.00

## Hourly Rates for Equipment

Item No.	Description	Rate
11	Pickup Truck	\$25.00
12	Service Bucket Truck	\$38.00
13	Service Truck	\$35.00
14	Crane	\$99.00

**Material Mark Up is Cost + 15% GM**

**Rates are hourly Port-to-Port for Labor and Equipment**

**Note: Regular, Overtime/Saturday, and Double Time/Sunday/Holiday Rates will be billed and applied per the DIR Requirements.**



# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Shawn Muir, Community Services Manager

SUBJECT: AUTHORIZE THE PURCHASE OF SHADE STRUCTURES AND  
PLAYGROUND EQUIPMENT FOR THE CIVIC CENTER PARK  
IMPROVEMENTS (PROJECT NO. CFA00011)

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## **RECOMMENDATION:**

1. Authorize the purchase of seven playground shade structures from Shade Structures, Inc., dba USA SHADE & Fabric Structures, in the amount of \$492,158.92, plus \$50,000 in contingency for unforeseen expenses.
2. Authorize the purchase of playground equipment from Landscape Structures, Inc. in the amount of \$445,406.10, plus a \$45,000 contingency for unforeseen expenses.
3. Authorize the City Attorney to make necessary nonmonetary changes to the agreements.
4. Authorize the City Manager to execute the agreement and any other documents, changes, or amendments necessary to effectuate this action.

## **BACKGROUND/ANALYSIS:**

The Civic Center Park playground is an integral part of the City's largest and most frequented public park. In 2024, staff initiated a playground renovation project to address accessibility, safety, and general improvement needs. The new design is based on community input collected through surveys and outreach events and prioritizes inclusive play features and increased shade coverage.

On January 14, 2025, the City entered into agreements with Michael Baker International, Inc., and their subcontractor, In-Site Landscape Architecture, Inc., for design and engineering services. Their scope includes public engagement, conceptual planning, construction documents, and regulatory coordination. Final plans are currently under review by the City's Building and Safety Division and the City Engineer.

The approved design includes new accessible playground equipment and shade structures to enhance usability and aesthetics. The design specifies the use of products from:

- Landscape Structures, Inc. – playground equipment
- Shade Structures, Inc. dba USA SHADE & Fabric Structures – fabric shade structures

Both companies are authorized vendors under the California Multiple Award Schedules (CMAS) program, which complies with the City's purchasing policy requirements by ensuring pricing is obtained through an open and public competitive procurement.

City of Palm Desert  
Award Contracts for Civic Center Park Playground

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To expedite the construction timeline and avoid delays caused by long lead times (estimated at 4–6 weeks for playground equipment and 8–10 weeks for shade structures), staff recommends pre-purchasing the equipment now. These materials will be listed as owner-furnished items in the forthcoming construction bid documents, allowing the contractor to account for and coordinate installation accordingly.

Both vendors have demonstrated strong performance histories. USA SHADE has successfully completed shade installations for the City, including projects at the Palm Desert Aquatic Center, while Landscape Structures is a trusted provider that In-Site has collaborated with on multiple park projects with favorable outcomes.

**Appointed Body Recommendation:**

Draft designs for the renovated playground were presented to the Parks and Recreation Committee at its meeting on May 6, 2025. Committee members expressed support for the proposed improvements and emphasized the importance of incorporating public comments received during earlier outreach. Members also encouraged staff to apply lessons learned from this process to future park improvement projects.

A study session presentation was also held with the City Council on May 22, 2025. Council members were supportive of the project and underscored the importance of accessible play equipment and the broad community benefits of upgrading the Civic Center Park playground.

**Legal Review:**

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

**FINANCIAL IMPACT:**

The Public Works Department Capital Improvement Budget for Fiscal Year 2025/26 includes a total of \$2,286,624 for the Civic Center Park Improvements project under Capital Account No. 4004674-4400100 and 2334618-4400100; therefore, there is no additional financial impact to the general fund with this action. The table below provides a breakdown of the project budget and expenses:

<i>Civic Center Park Improvements</i>	<i>Estimated Carryover</i>	<i>Proposed FY 25/26 Budget</i>	<i>Contract Amount</i>	<i>Balance</i>
4004674-4400100	\$1,636,624			
2334618-4400100		\$650,000		
Park Design/Plans - Michael Baker			\$141,465	
*Shade Structures - USA Shade			\$492,159	
*Shade Structure – Contingency			\$50,000	
*Playground Equipment - Landscape Structures			\$445,407	
*Playground Equipment - Contingency			\$45,000	
**Estimated Construction - Installation			\$2,100,000	
Subtotal	\$1,636,624	\$650,000	\$3,274,031	(\$987,407)
Estimated appropriation request		\$1,000,000		
Total	\$1,636,624	\$1,650,000	\$3,274,031	\$12,593

\*Current Request

\*\*Estimated construction plus contingency

Construction bidding is anticipated to take place in July–August 2025, with a construction

contract award expected in September 2025. At that time, staff will return to the City Council to request approval of the construction contract award, and any additional budget appropriation necessary to fully fund the construction phase of the project.

Any unused contingency amounts from this procurement phase will be reallocated to support the construction phase of the project, thereby reducing the total appropriation needed at that time.

**ATTACHMENTS:**

1. City Goods and Equipment Purchase Agreement – USA Shade
2. City Goods and Equipment Purchase Agreement – Landscape Structures
3. Shade Structure Designs
4. Playground Designs



**CITY OF PALM DESERT**  
**GOODS AND EQUIPMENT PURCHASE AGREEMENT**  
**CIVIC CENTER PARK SHADE STRUCTURES**

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered into this **10th** day of **July, 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 **Shade Structures, Inc. dba USA SHADE & Fabric Structures, a Corporation**, with its principal place of business at **2580 Esters Blvd., Suite 100, DFW Airport, TX 75261** ("Supplier"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**Section 1. Definitions/Cooperative Procurement.**

A. Definitions.

1. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor, or other services, including design, engineering, and installation services, provided by Supplier as specified in Exhibit "A", attached hereto and incorporated herein by reference.

2. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to the City, ready for approval, testing and/or use as specified in Exhibit "B."

B. Cooperative Procurement. This Agreement is entered into pursuant to City of Palm Desert Municipal Code section 3.30.160, which authorizes participation with other governmental agencies who have, through a bidding process, determined to award or purchase goods and/or services from Supplier.

1. Program. The purchase has been made through **California Multiple Award Schedules**, a program for the procurement of goods and services for governmental agencies. Documents related to the procurement of this Agreement shall be made available to City upon request.

2. Reserved.

**Section 2. Materials And Workmanship.**

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without the City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this 0 will be deemed to be defective material for purposes of 0. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, the City will decide the question of equality. When requested by the City, Supplier will furnish the City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods. Material samples will be submitted at the City's request.

**Section 3. Inspections And Tests.**

The City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming,

unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, the City may reject the Goods or exercise any of its rights under C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair the City's right to reject nonconforming goods, irrespective of the City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

#### **Section 4. Warranty.**

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of ten (10) years on shade fabric cloth and two (2) years on steel, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by the City as required for final payment under 0. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. The City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this B.

C. For any breach of the warranties contained in A and B, Supplier will, immediately after receiving notice from the City, at the option of the City, and at Supplier's own expense and without cost to the City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to the City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to the City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold the City and their officials, officers, employees, volunteers, representatives and agents harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this 0, the City will not be limited to the remedies set forth in this 0, but will have all the rights and remedies permitted by

applicable law, including without limitation, all of the rights and remedies afforded to the City under the California Commercial Code.

**Section 5. Prices.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "A," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by the City's authorized representative. The total price shall include (i) all federal, state, and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to the City hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. Changes.**

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between the City and Supplier and such change will be authorized by a change order document signed by the City and accepted by Supplier.

**Section 7. Payments.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by the City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by the City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect the City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, the City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by the City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to the City to indemnify City against any claim or lien at no cost to the City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against the City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

#### **Section 8. Schedule For Delivery.**

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify the City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights the City may have under this Agreement or at law, Supplier shall pay City the sum of \$250.00 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that the City can maximize the efficient completion of such project(s).

#### **Section 9. Taxes.**

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon a written request, submit to the City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

#### **Section 10. Independent Contractor.**

Supplier enters into this Agreement as an independent contractor and not as an employee of the City. Supplier shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

#### **Section 11. Subcontracts.**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to the City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

#### **Section 12. Title And Risk Of Loss.**

Unless otherwise agreed, the City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of the City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then the City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods, but which does not become a part of the Goods.

#### **Section 13. Indemnification.**

A. Supplier shall defend, indemnify and hold the City of Palm Desert ("City"), and their officials, officers, employees, volunteers, representatives and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors, and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, and their officials, officers, employees, agents, representatives or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against the City or its officials, officers, employees, agents, representatives, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse the City and their officials, officers, employees, agents, representatives and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, and their officials, officers, employees, agents, representatives, or volunteers.

#### **Section 14. Insurance.**

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give the City, and their officials, officers, employees, agents, representatives, or volunteers additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City, or any additional insureds shall not be called upon to contribute to any loss and shall contain or be endorsed with a waiver of subrogation in favor of the City, and their officials, officers, employees, agents, representatives, and volunteers. The

limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish the City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

## **Section 15. Liens.**

A. Supplier, subcontractors and any other suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and any other suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and any other suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

## **Section 16. Termination Of Agreement By City.**

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, the City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event the City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights,

options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which the City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by the City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which the City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that the City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to C.

## **Section 17. Force Majeure**

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, the City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

**Section 18. Miscellaneous Provisions.**

A. 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:

**Supplier:** Shade Structures, Inc. dba USA Shade  
PO Box 3467  
Coppell, TX 75019  
ATTN: **William King**

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: **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.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

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

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

E. 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.

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

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. 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.

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

J. Authority to Enter 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.

K. 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.

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

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT  
BETWEEN THE CITY OF PALM DESERT  
AND SHADE STRUCTURES, INC. DBA USA SHADE AND FABRIC STRUCTURES**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**CITY OF PALM DESERT**

**SHADE STRUCTURES, INC. DBA USA  
SHADE AND FABRIC STRUCTURES, A  
CORPORATION**

By: \_\_\_\_\_

Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_

Rob Blakely  
Senior Vice President

Attest:

By: \_\_\_\_\_

Anthony J. Mejia  
City Clerk

By: \_\_\_\_\_

David Schneider  
Vice President

Approved as to form:

By: \_\_\_\_\_

Isra Shah  
Best Best & Krieger LLP  
City Attorney

**City Clerk QC:** \_\_\_\_\_

**Contracts QC:** \_\_\_\_\_

Insurance:

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval

**Exhibit A****Goods Specifications****Priced per CMAS Contract Number 4-22-11-1011**

6/19/2025

**Pricing Valid for 15 Days**

Project Information:				Sales Information:	
<b>Purchaser:</b>	City of Palm Desert	<b>Contact:</b>	Muir, Shawn	<b>Sales Rep:</b>	King, William
<b>Project Name:</b>	Civic Center Park	<b>Phone:</b>	(760) 776-6481	<b>Phone:</b>	7142415567
<b>Quote No:</b>	CA0425WK21790-R0	<b>Email:</b>	smuir@cityofpalmdesert.gov	<b>Email:</b>	Will.King@USA-Shade.com
Billing Address Information:		Shipping Address Information:		Jobsite Information:	
<b>Name:</b>	City of Palm Desert	<b>Name:</b>	Southern California	<b>Name:</b>	Civic Center Park
<b>Address:</b>	73510 Fred Waring Dr	<b>Address:</b>	1085 N. Main Street, Suite C Orange	<b>Address:</b>	73510 Fred Waring Dr
<b>City:</b>	Palm Desert	<b>City:</b>	Orange	<b>City:</b>	Palm Desert
<b>State:</b>	CA	<b>State:</b>	CA	<b>State:</b>	CA
<b>Zip Code:</b>	92260	<b>Zip Code:</b>	92867	<b>Zip Code:</b>	92260
<b>Contact:</b>	Muir, Shawn	<b>Contact:</b>	Luis Araujo	<b>Contact:</b>	Shawn Muir
<b>Email:</b>	smuir@cityofpalmdesert.gov	<b>Email:</b>	luis.araujo@usa-shade.com	<b>Email:</b>	smuir@cityofpalmdesert.gov
<b>Phone:</b>	(760) 776-6481	<b>Phone:</b>	(714) 920-5309	<b>Phone:</b>	(760) 776-6481

**CORPORATE ADDRESS:**

2580 Esters Blvd., Suite 100 DFW  
Airport, TX 75261

**MAILING ADDRESS:**

P.O. Box 3467 Coppel, TX 75019

**REMITTANCE ADDRESS:**

P.O. Box 734158 Dallas, TX 75373-4158

**SOUTHERN CALIFORNIA:**

1085 N. Main Street, Suite C  
Orange, CA 92667

**ARIZONA:**

2415 S. 18th Place  
Phoenix, AZ 85024

**LAS VEGAS:**

3111 So. Valley View Blvd, Suite B-117  
Las Vegas, NV 89102

**NOTE:** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received

[www.usa-shade.com](http://www.usa-shade.com) 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533

Exhibit "A"



this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

DESCRIPTION		PRODUCTS			
		DETAILS			
Custom Joined Hypar Sails		Model Number	Dimensions	Entry Height	
QTY	IMAGE	Custom 2/3	See Drawings	See Drawings	
3		Fabric Type	Fabric Color	Electrical Provisions	
		Commercial_Heavy_430FR	Yellow	Included	
		Steel Finish	Steel Color	Cable/HDW Finish	
		Coastal Primer w/ Powder Coating	Grey	Galvanized	
		Footing Type	Mounting Type	Anchor Bolts	
		Drilled Pier	Recessed Base Plate	Included	
CMAS PRICING					
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	UNIT	TOTAL
10,146	Custom 2/3	Custom Structure Gale Pacific	\$40.00	Per sq ft	\$405,840.00
228		Anchor Bolts	\$55.67	Each	\$12,692.76
1		Shipping and Handling	\$17,000.00	LTG	\$17,000.00
			Taxable Subtotal:		\$435,532.76
		Sales Tax	8.75%		\$38,109.12
8		Site Assessment	\$109.38	PER HR	\$875.04
40		Project Management	\$171.28	PER HR	\$6,851.20
40		Engineering	\$269.77	PER HR	\$10,790.80
			Product Subtotal:		\$492,158.92
		Installation Services			
		Rebar Cage	\$1,429.57	EACH	-
		Ready Mix Concrete	\$244.08	PER CY	-
		Laborer, Journeyman	\$109.36	PER HR	-
		Ironworker, Journeyman	\$135.71	PER HR	-
		Dirt Removal and Disposal	\$1,027.71	PER LOAD	-
		Concrete Pump	\$2,141.06	PER DAY	-
		Skid Steer with Auger	\$2,141.06	PER WEEK	-
		Reach Fork up to 8k	\$2,141.06	PER WEEK	-
		Scissor Lift	\$770.78	PER WEEK	-
		Bonding	2.5%		
TOTAL PRICE:					\$492,158.92

INCLUSIONS / EXCLUSIONS			
INCLUDED / EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED / EXCLUDED	INSTALLATION - MISCELLANEOUS
Included	Sealed Drawings & Calculations	Excluded	Prevailing Wage / Certified Payroll
Included	Permit Submittal	Excluded	Union Wages
Excluded	Permit Fee	Excluded	Fencing

www.usa-shade.com 800-966-5005  
 AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533

Exhibit "A"

**Exhibit B**

**Delivery Schedule**

See attached scope of services per contractor's proposal

Contractor's schedule is as follows:

Contract Finalization; Insurance	2 weeks
Engineering Drawings	4-6 weeks
Manufacturing	6-8 weeks
Shipping	1 week

Exhibit "B"

**CITY OF PALM DESERT**  
**GOODS AND EQUIPMENT PURCHASE AGREEMENT**  
**CIVIC CENTER PARK PLAYGROUND EQUIPMENT**

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered into this **10th** day of **July, 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 **Landscape Structures, Inc., a Corporation**, with its principal place of business at **601 7<sup>th</sup> Street South, Delano, MN 55328** ("Supplier"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**Section 1. Definitions/Cooperative Procurement.**

A. Definitions.

1. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor, or other services, including design, engineering, and installation services, provided by Supplier as specified in Exhibit "A", attached hereto and incorporated herein by reference.

2. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to the City, ready for approval, testing and/or use as specified in Exhibit "B."

B. Cooperative Procurement. This Agreement is entered into pursuant to City of Palm Desert Municipal Code section 3.30.160, which authorizes participation with other governmental agencies who have, through a bidding process, determined to award or purchase goods and/or services from Supplier.

1. Program. The purchase has been made through **California Multiple Award Schedules**, a program for the procurement of goods and services for governmental agencies. Documents related to the procurement of this Agreement shall be made available to City upon request.

2. Reserved.

**Section 2. Materials And Workmanship.**

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without the City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this 0 will be deemed to be defective material for purposes of 0. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, the City will decide the question of equality. When requested by the City, Supplier will furnish the City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods. Material samples will be submitted at the City's request.

**Section 3. Inspections And Tests.**

The City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming,

unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, the City may reject the Goods or exercise any of its rights under C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair the City's right to reject nonconforming goods, irrespective of the City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 4. Warranty.**

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for the period specified in Appendix A based on the material type, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by the City as required for final payment under 0. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. The City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this B.

C. For any breach of the warranties contained in A and B, Supplier will, immediately after receiving notice from the City, at the option of the City, and at Supplier's own expense and without cost to the City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to the City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to the City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold the City and their officials, officers, employees, volunteers, representatives and agents harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this 0, the City will not be limited to the remedies set forth in this 0, but will have all the rights and remedies permitted by

applicable law, including without limitation, all of the rights and remedies afforded to the City under the California Commercial Code.

**Section 5. Prices.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "A," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by the City's authorized representative. The total price shall include (i) all federal, state, and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to the City hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. Changes.**

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between the City and Supplier and such change will be authorized by a change order document signed by the City and accepted by Supplier.

**Section 7. Payments.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by the City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by the City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect the City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, the City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by the City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to the City to indemnify City against any claim or lien at no cost to the City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against the City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

#### **Section 8. Schedule For Delivery.**

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify the City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights the City may have under this Agreement or at law, Supplier shall pay City the sum of \$250.00 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that the City can maximize the efficient completion of such project(s).

#### **Section 9. Taxes.**

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to the City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

#### **Section 10. Independent Contractor.**

Supplier enters into this Agreement as an independent contractor and not as an employee of the City. Supplier shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

#### **Section 11. Subcontracts.**

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to the City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

#### **Section 12. Title And Risk Of Loss.**

Unless otherwise agreed, the City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of the City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then the City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods, but which does not become a part of the Goods.

#### **Section 13. Indemnification.**

A. Supplier shall defend, indemnify and hold the City of Palm Desert ("City"), and their officials, officers, employees, volunteers, representatives and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or

incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors, and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, and their officials, officers, employees, agents, representatives or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against the City or its officials, officers, employees, agents, representatives, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse the City and their officials, officers, employees, agents, representatives and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, and their officials, officers, employees, agents, representatives, or volunteers.

#### **Section 14. Insurance.**

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give the City, and their officials, officers, employees, agents, representatives, or volunteers additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City, or any additional insureds shall not be called upon to contribute to any loss and shall contain or be endorsed with a waiver of subrogation in favor of the City, and their officials, officers, employees, agents, representatives, and volunteers. The

limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish the City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

## **Section 15. Liens.**

A. Supplier, subcontractors and any other suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and any other suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and any other suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

## **Section 16. Termination Of Agreement By City.**

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, the City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event the City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights,

options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which the City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by the City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which the City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that the City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to C.

## **Section 17. Force Majeure**

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, the City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

**Section 18. Miscellaneous Provisions.**

A. 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:

**Supplier:** Landscape Structures, Inc.  
601 7<sup>th</sup> Street South  
Delano, MN 55328  
ATTN: **Taylor Smith**

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: **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.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

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

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

E. 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.

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

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. 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.

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

J. Authority to Enter 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.

K. 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.

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

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT  
BETWEEN THE CITY OF PALM DESERT  
AND LANDSCAPE STRUCTURES, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

**CITY OF PALM DESERT**

**LANDSCAPE STRUCTURES, INC., A  
CORPORATION**

By: \_\_\_\_\_

Chris Escobedo  
Interim City Manager

By: \_\_\_\_\_

Karlye Emerson  
President

Attest:

By: \_\_\_\_\_

Anthony J. Mejia  
City Clerk

By: \_\_\_\_\_

Brant Dennis  
Vice President of Finance

Approved as to form:

By: \_\_\_\_\_

Isra Shah  
Best Best & Krieger LLP  
City Attorney

**City Clerk QC:** \_\_\_\_\_

**Contracts QC:** \_\_\_\_\_

Insurance: \_\_\_\_\_

\_\_\_\_\_  
Initial Review

\_\_\_\_\_  
Final Approval



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

**100-Year Limited Warranty** On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

**15-Year Limited Warranty** On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

**10-Year Limited Warranty** On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

**8-Year Limited Warranty** On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

**5-Year Limited Warranty** On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

**3-Year Limited Warranty** On all other parts, i.e. all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' Installation Instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



## 2025 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

ANY SURETY BONDS ISSUED PURSUANT TO ANY CONTRACT OR SELLER'S INVOICE SHALL NOT INCLUDE COVERAGE FOR THIS GUARANTEE OR WARRANTY BEYOND ONE YEAR.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2025



Exhibit "A"

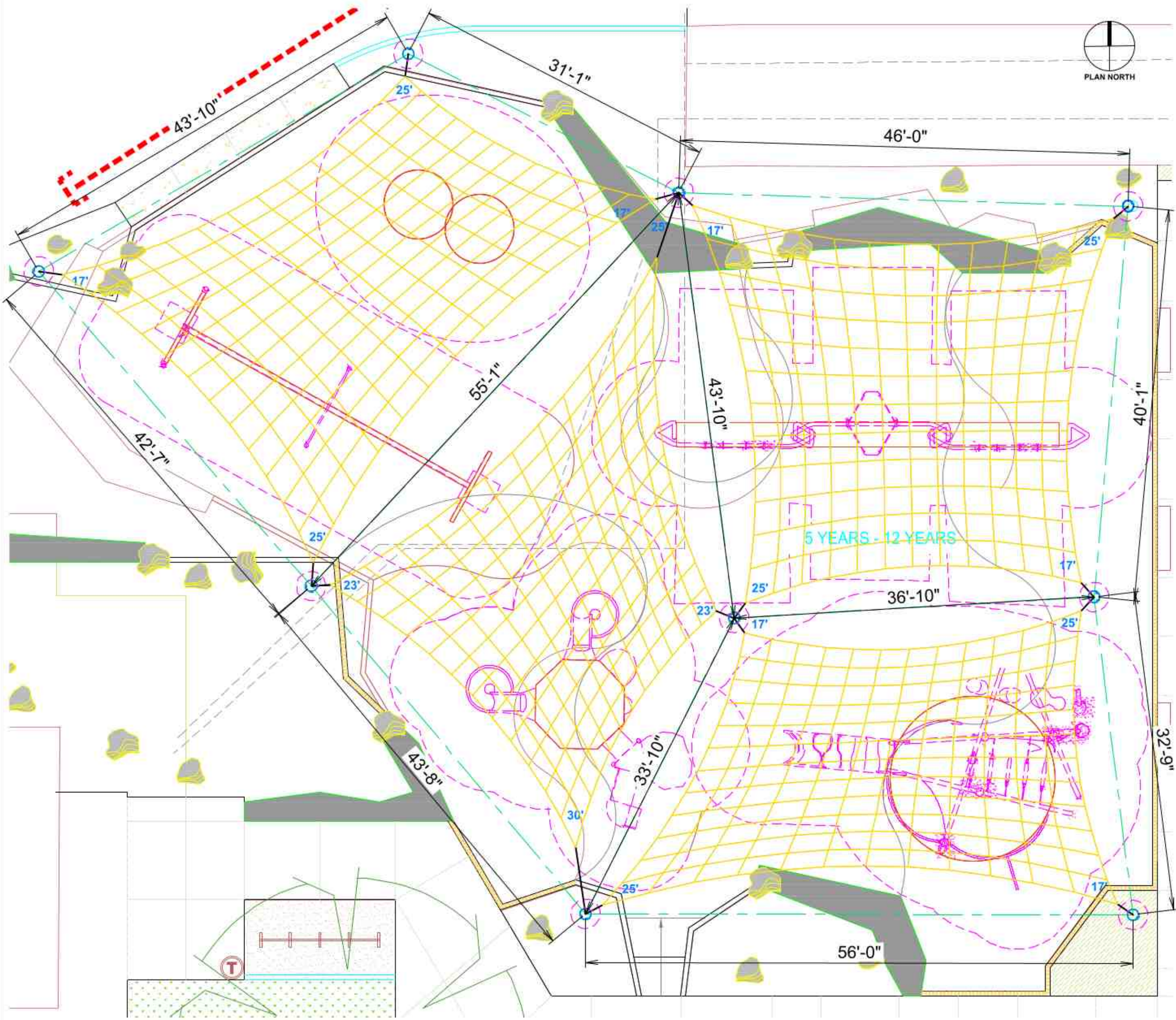
**Exhibit B**

**Delivery Schedule**

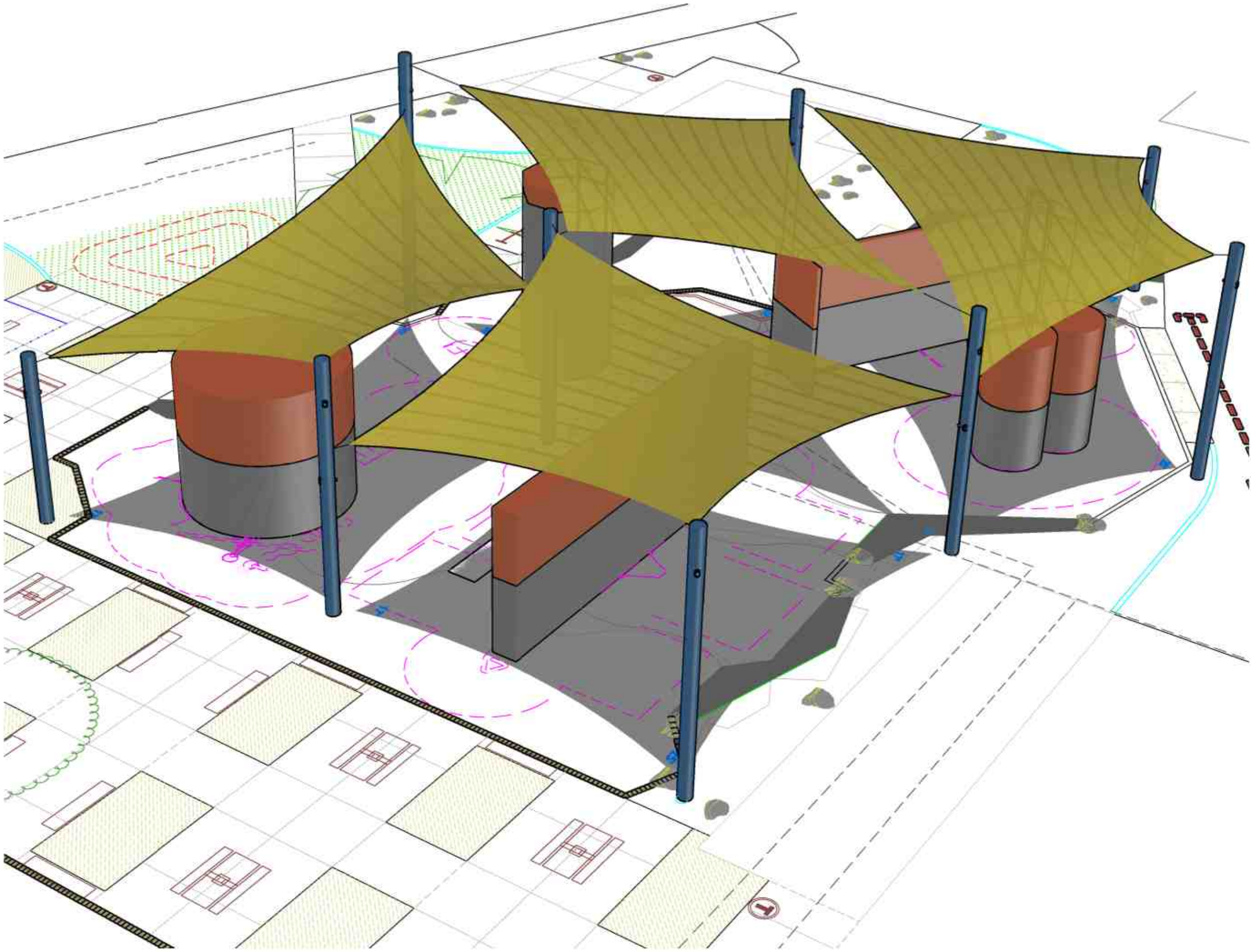
See attached scope of services per contractor's proposal

Contractor's schedule is as follows:

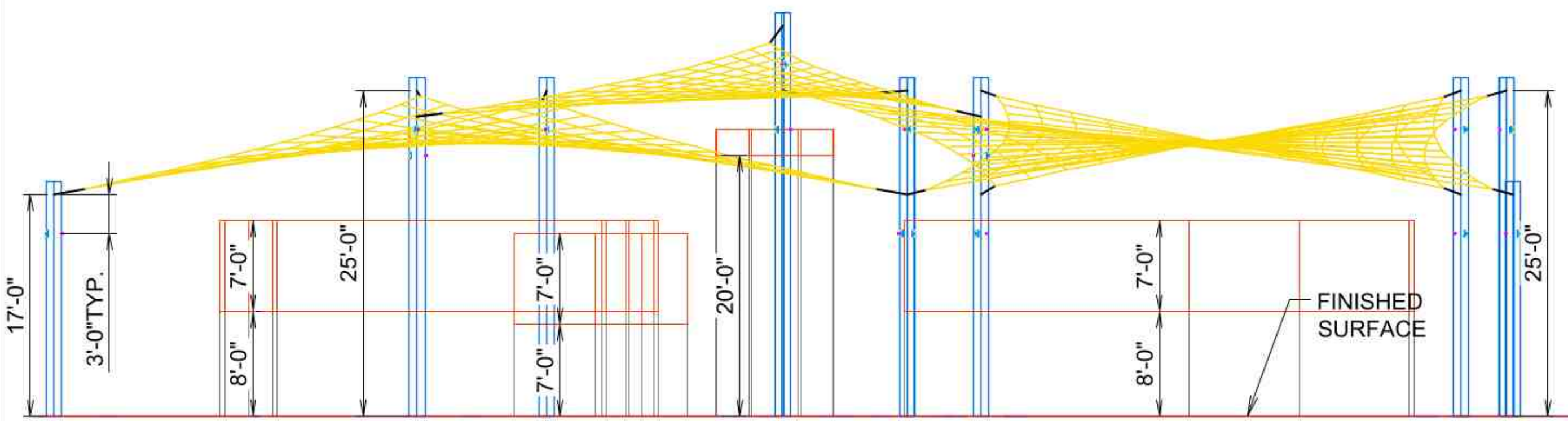
Contract Finalization; Insurance	2-3 weeks
Manufacturing	8-10 weeks
Shipping	1 week



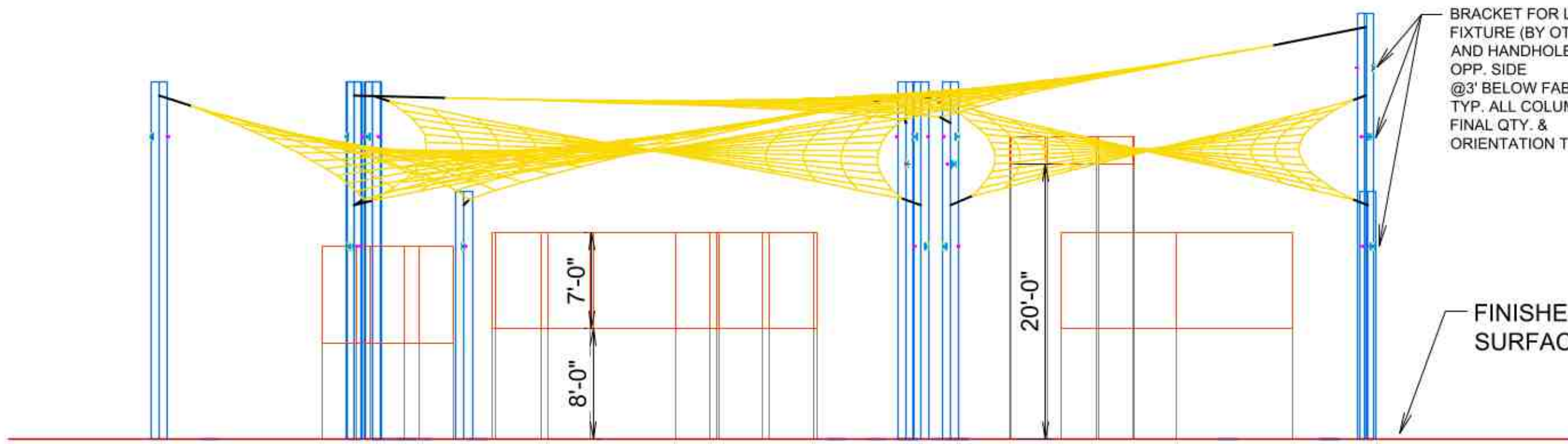
PLAN VIEW



PERSPECTIVE VIEW



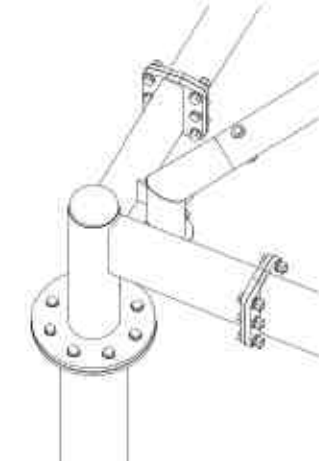
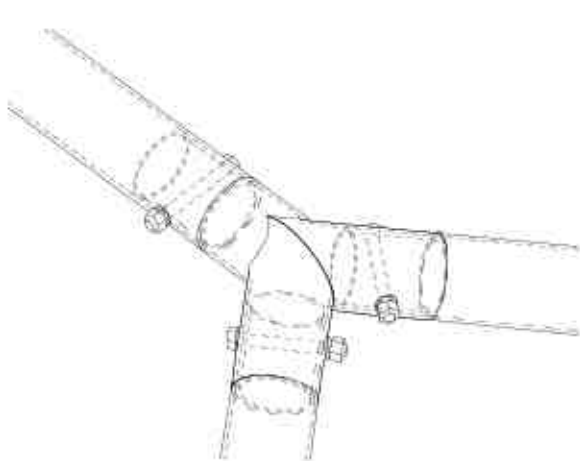
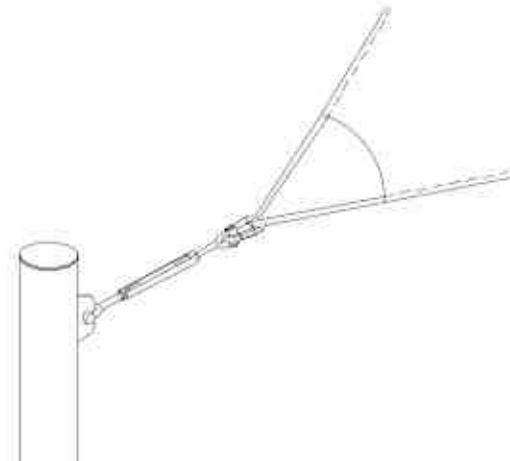
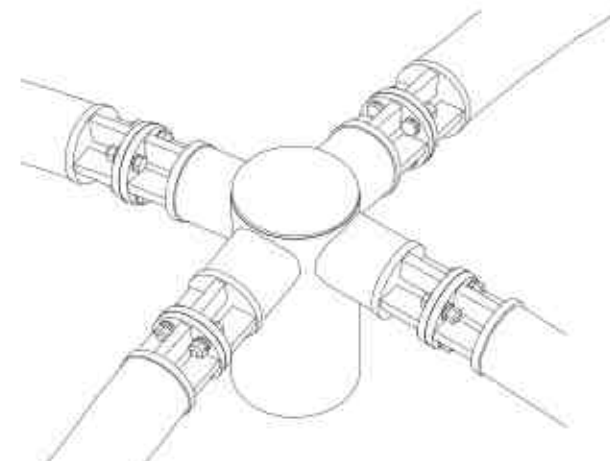
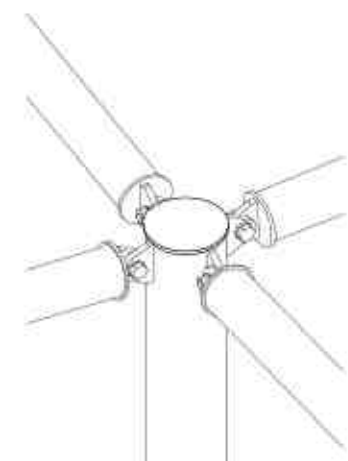
SOUTH ELEVATION



WEST ELEVATION

As manufactured and installed by:  
USA SHADE & Fabric Structures.

Contact :  
Will King  
(714) 241-5567, (800) 966-5005  
[will.king@usa-shade.com](mailto:will.king@usa-shade.com)



Notes:

- All structures will have bolted connections for shipping and installations purposes.
- Standard details being shown as an example. Final details t.b.d. during final Engineering phase.
- All dimensions and heights must be field verified prior to any final design, fabrication or installation work.

CUSTOMER:  
**IN-SITE LANDSCAPE ARCHITECTURE**  
PROJECT NAME:  
**CIVIC CENTER PARK**  
LOCATION:  
**PALM DESERT, CA**  
STRUCTURE TYPE:  
**JOINED 4PT SAILS**  
SIZE:  
**VARIES**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USA SHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



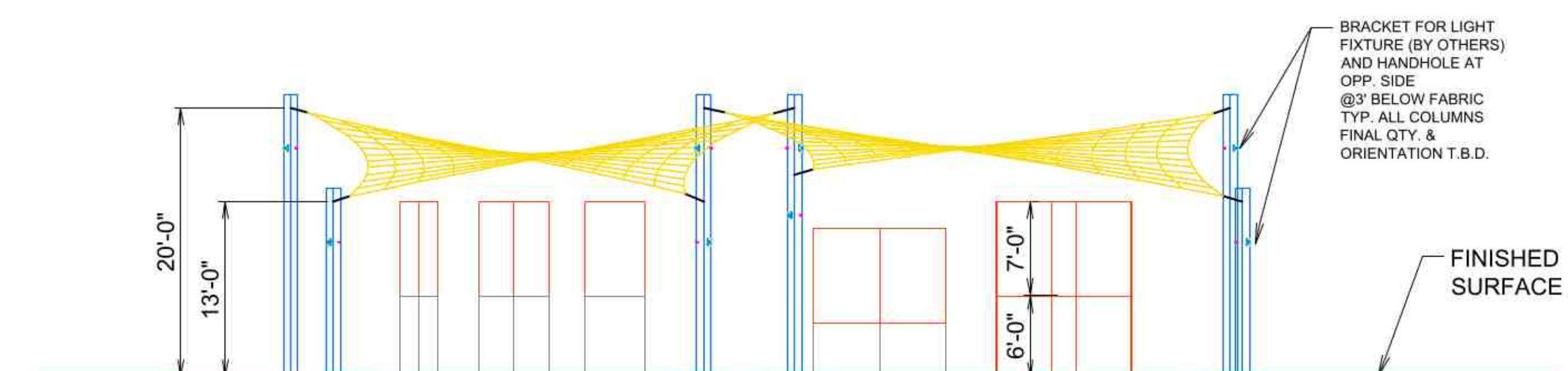
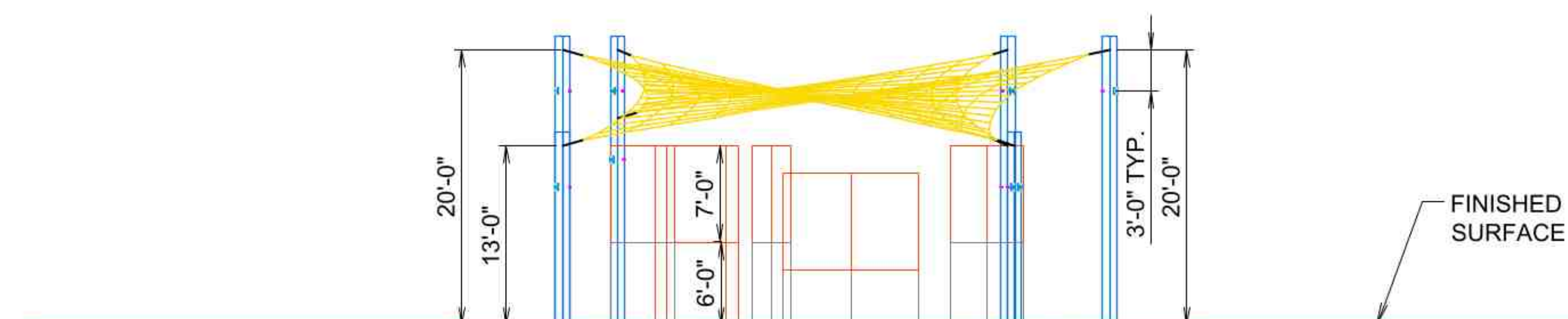
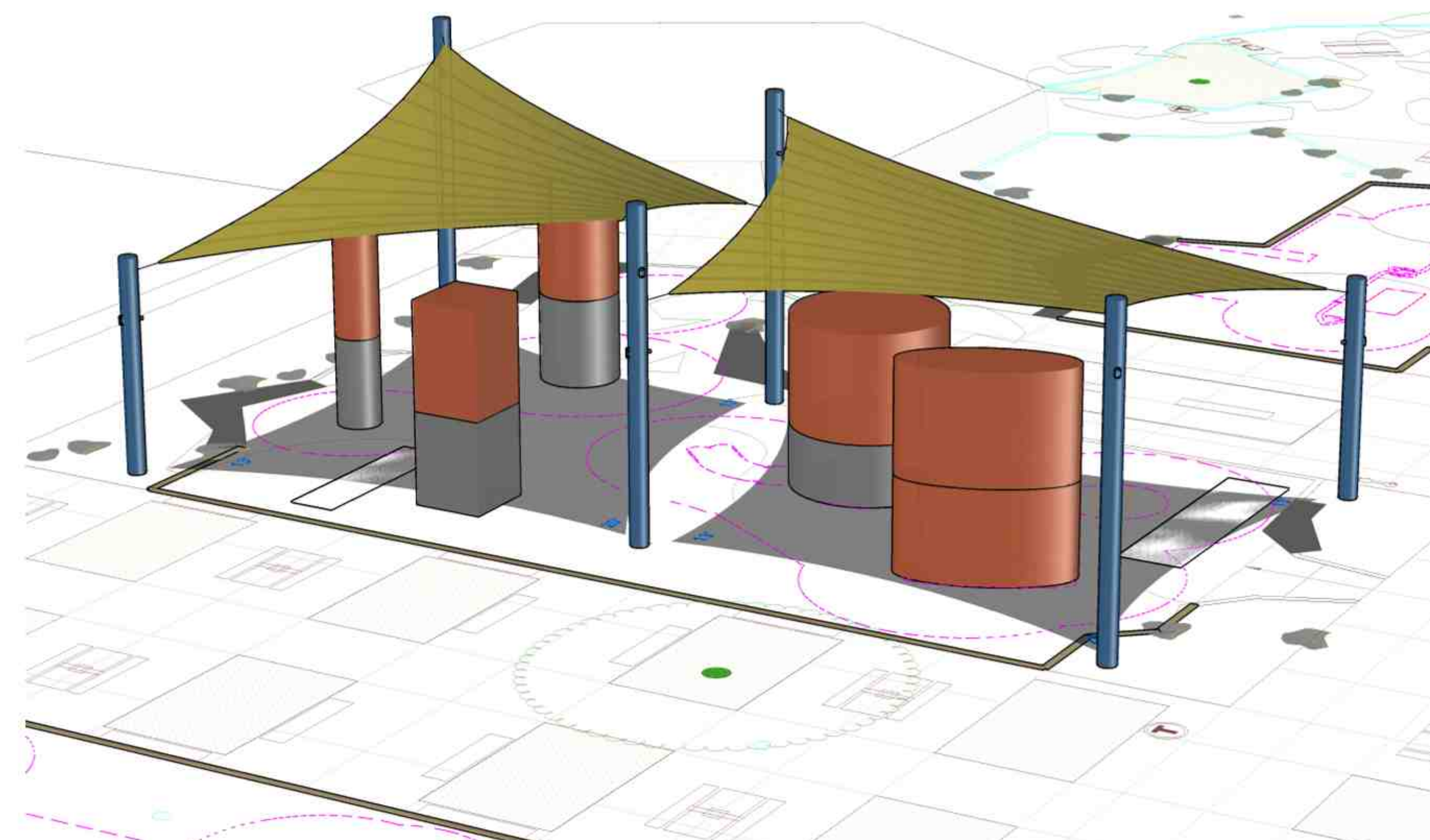
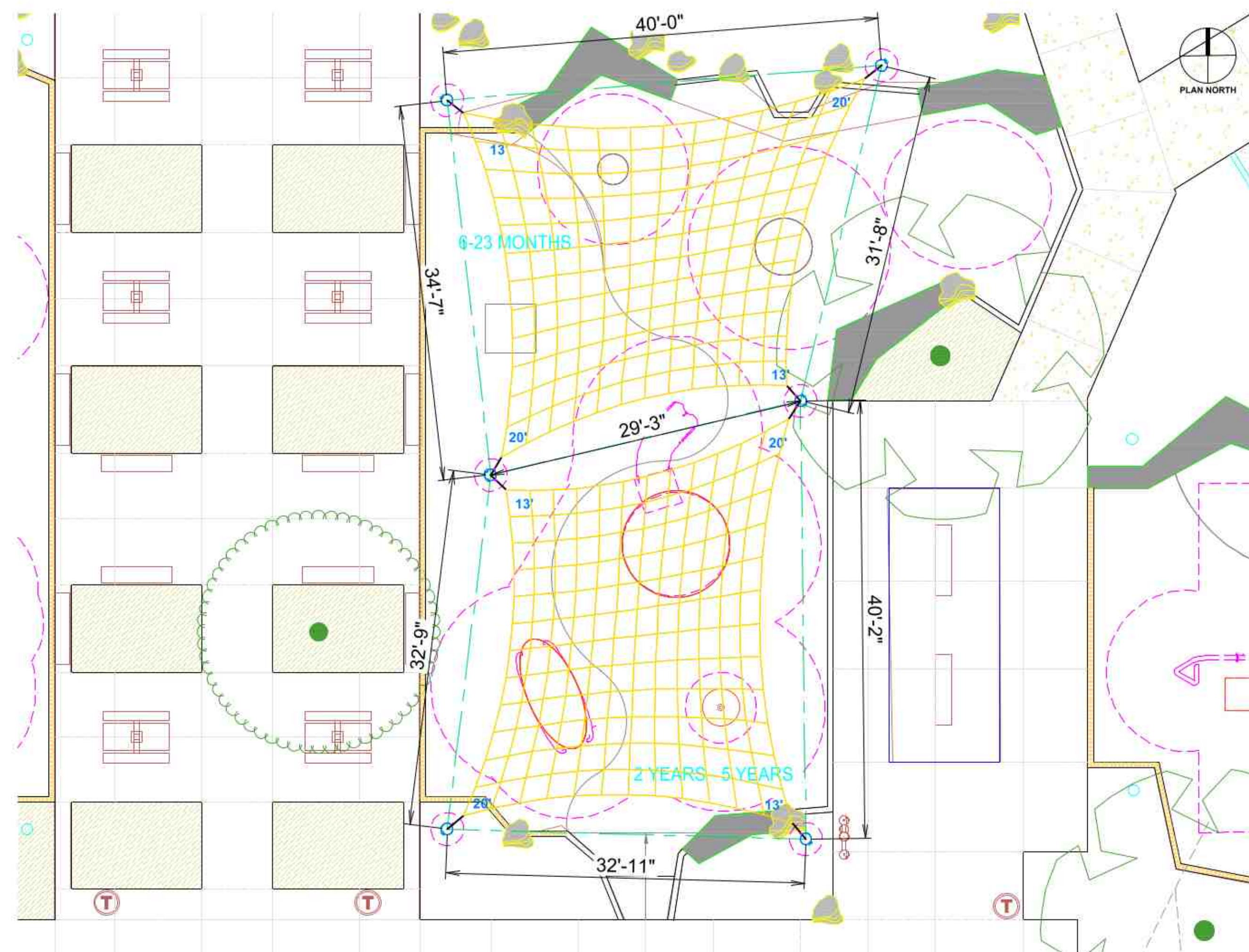
**USASHADE**  
& Fabric Structures  
CORPORATE HEADQUARTERS  
2560 ESTERS BLVD, SUITE 100  
DFW AIRPORT, TX 75261  
800-966-5005

CERTIFICATIONS:  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG
B	REV COLUMN LOCATIONS ADDED ELECTRICAL NOTES	06/09/25	AZR	AZR	---
A	REVISED ELEVATIONS	05/19/25	AZR	AZR	---

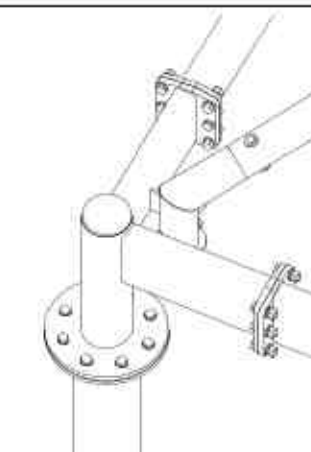
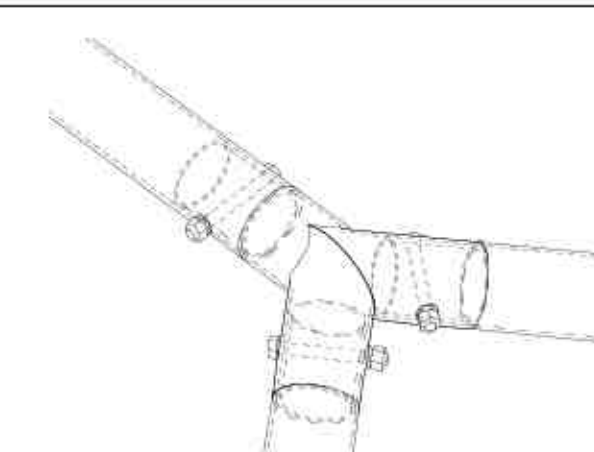
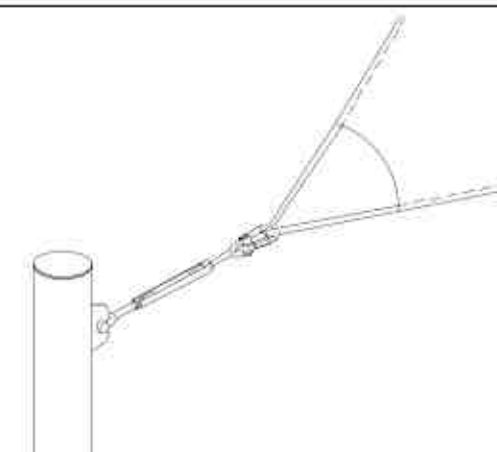
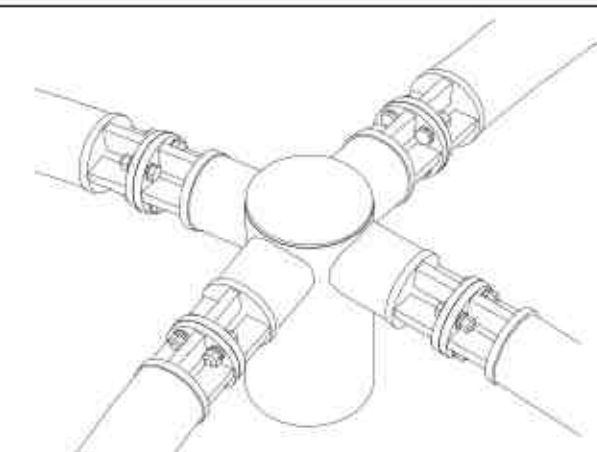
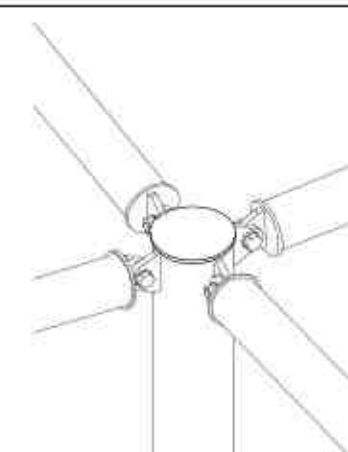
Drawn By : AZR 06/09/25  
Checked By : AZR 06/09/25  
Approved By : AZR 06/09/25

DRAWING DESCRIPTION:  
**5-12 YRS. AREA**  
DWG. **CA0425WK21790**  
PAGE **1001**  
REV. **B**



**As manufactured and installed by:**  
USA SHADE & Fabric Structures.

**Contact :**  
Will King  
(714) 241-5567, (800) 966-5005  
[will.king@usa-shade.com](mailto:will.king@usa-shade.com)



**Notes:**

-All structures will have bolted connections for shipping and installations purposes.

-Standard details being shown as an example. Final details t.b.d. during final Engineering phase.

-All dimensions and heights must be field verified prior to any final design, fabrication or installation work.

CUSTOMER:  
**IN-SITE LANDSCAPE  
ARCHITECTURE**  
PROJECT NAME:  
**CIVIC CENTER  
PARK**

LOCATION: PALM DESERT, CA

STRUCTURE TYPE:  
**JOINED 4PT SAILS**

SIZE:	VARIABLE
-------	----------

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USA SHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



**Corporate Headquarters**  
2580 ESTERS BLVD., SUITE 100  
DFW AIRPORT, TX 75261  
800-966-5005

**CERTIFICATIONS:**  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

B	REV. COLUMN LOCATIONS/ADDED ELECTRICAL NOTES	06/09/25	AZR	AZR	---
A	REVISED ELEVATIONS	05/19/25	AZR	AZR	---
REV.	DESCRIPTION	DATE	DESI	CHK	ENC

Drawn By :	AZR	06/09/2
Checked By :	AZR	06/09/2
Approved By :	AZR	06/09/2

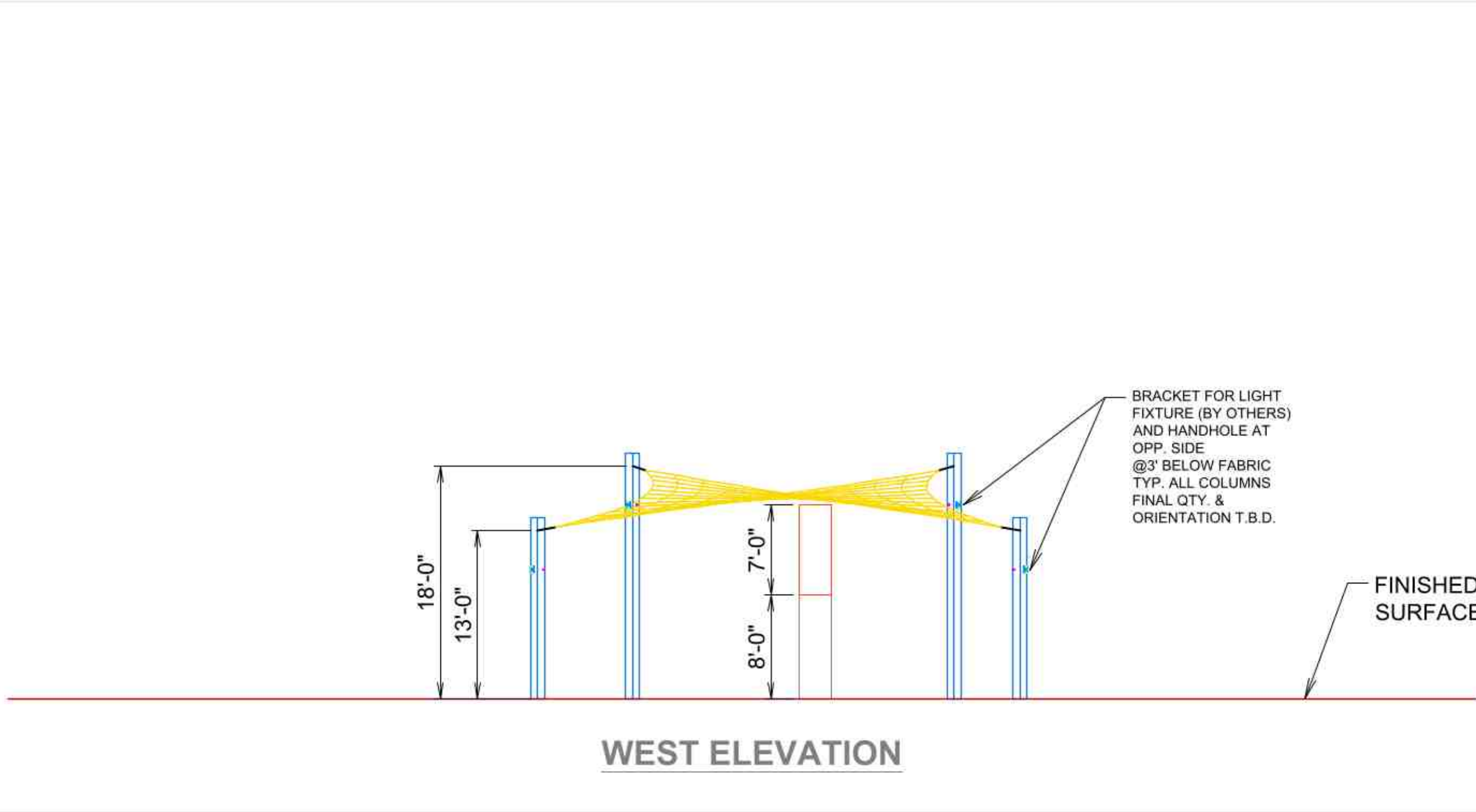
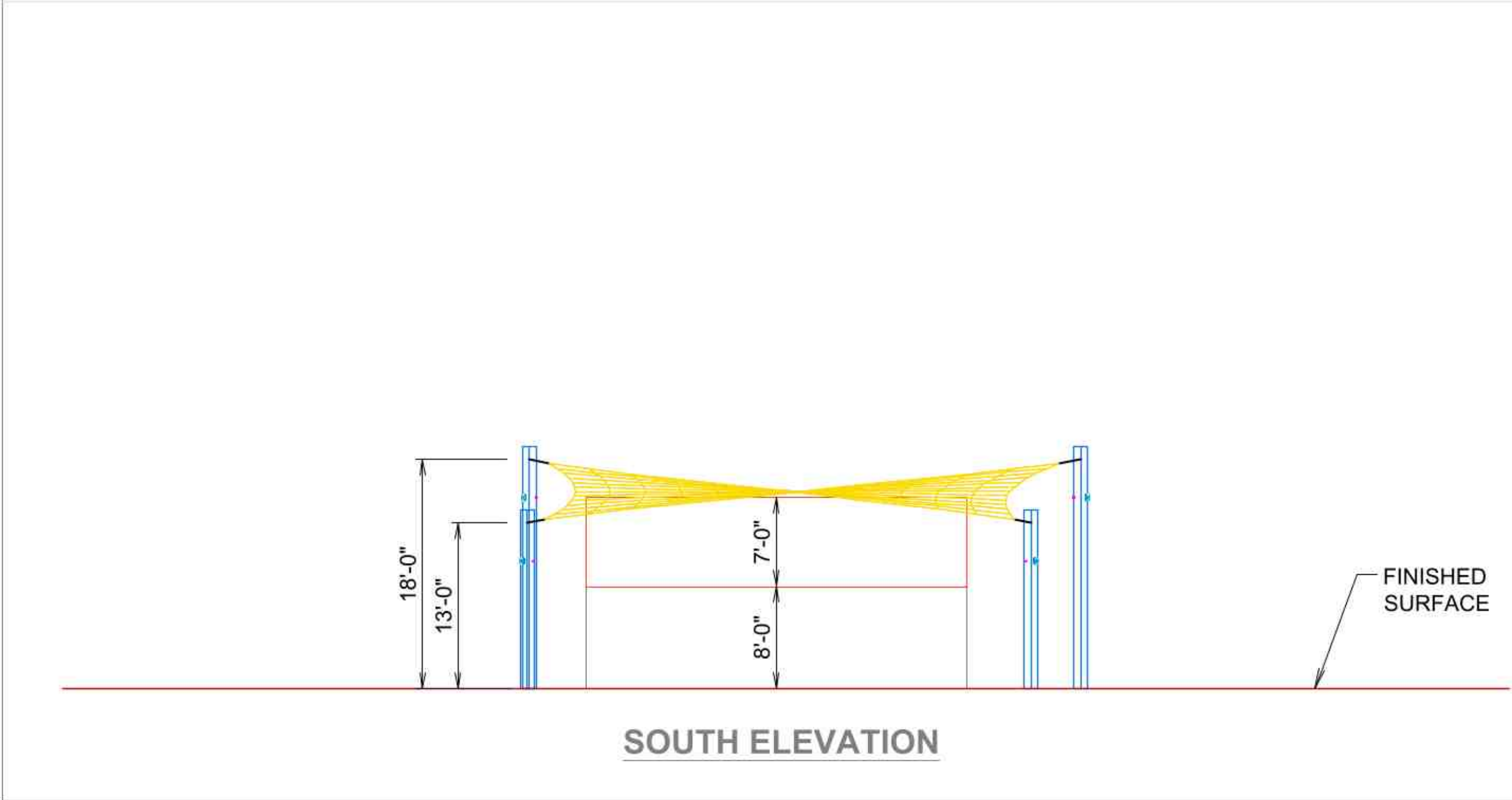
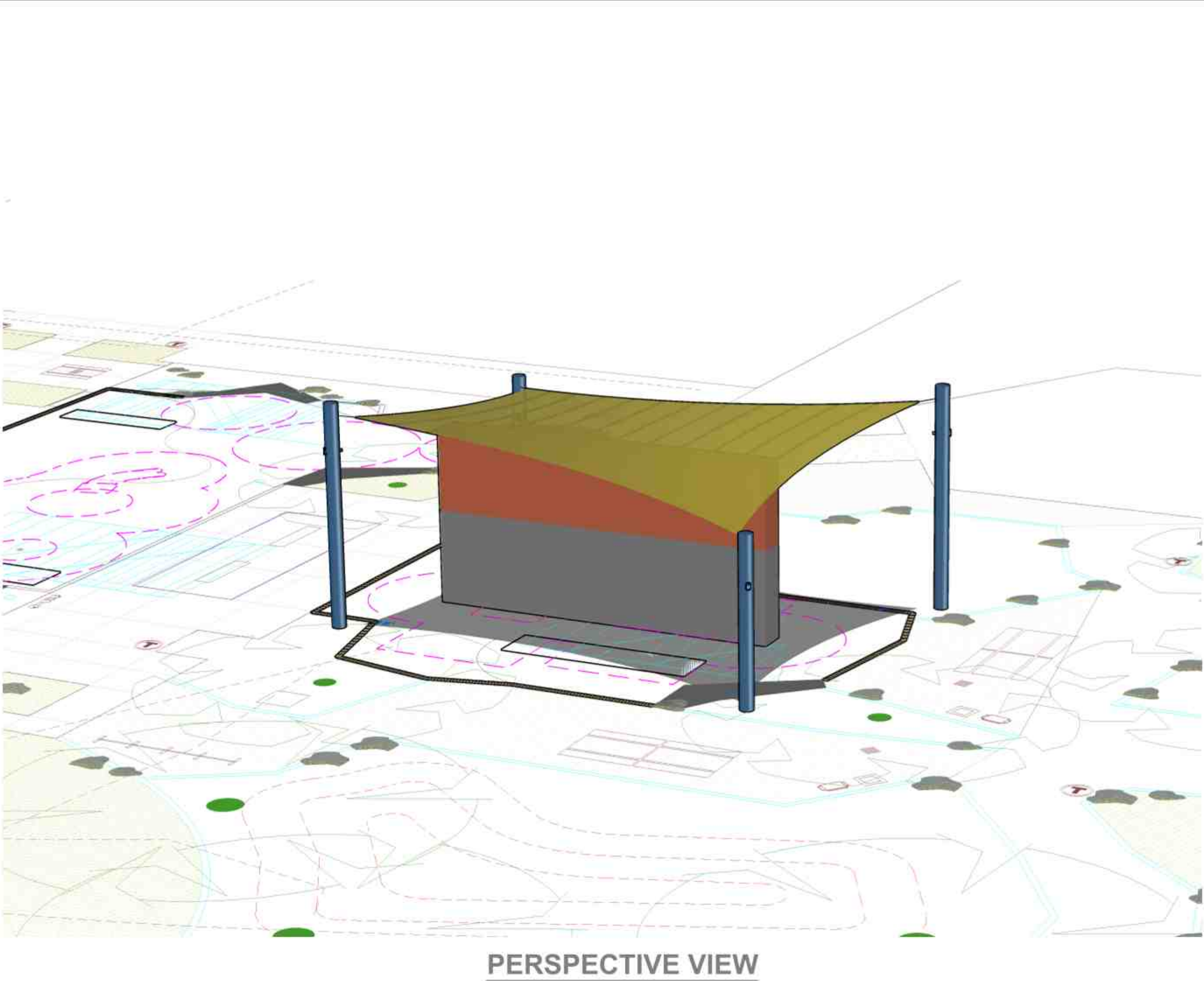
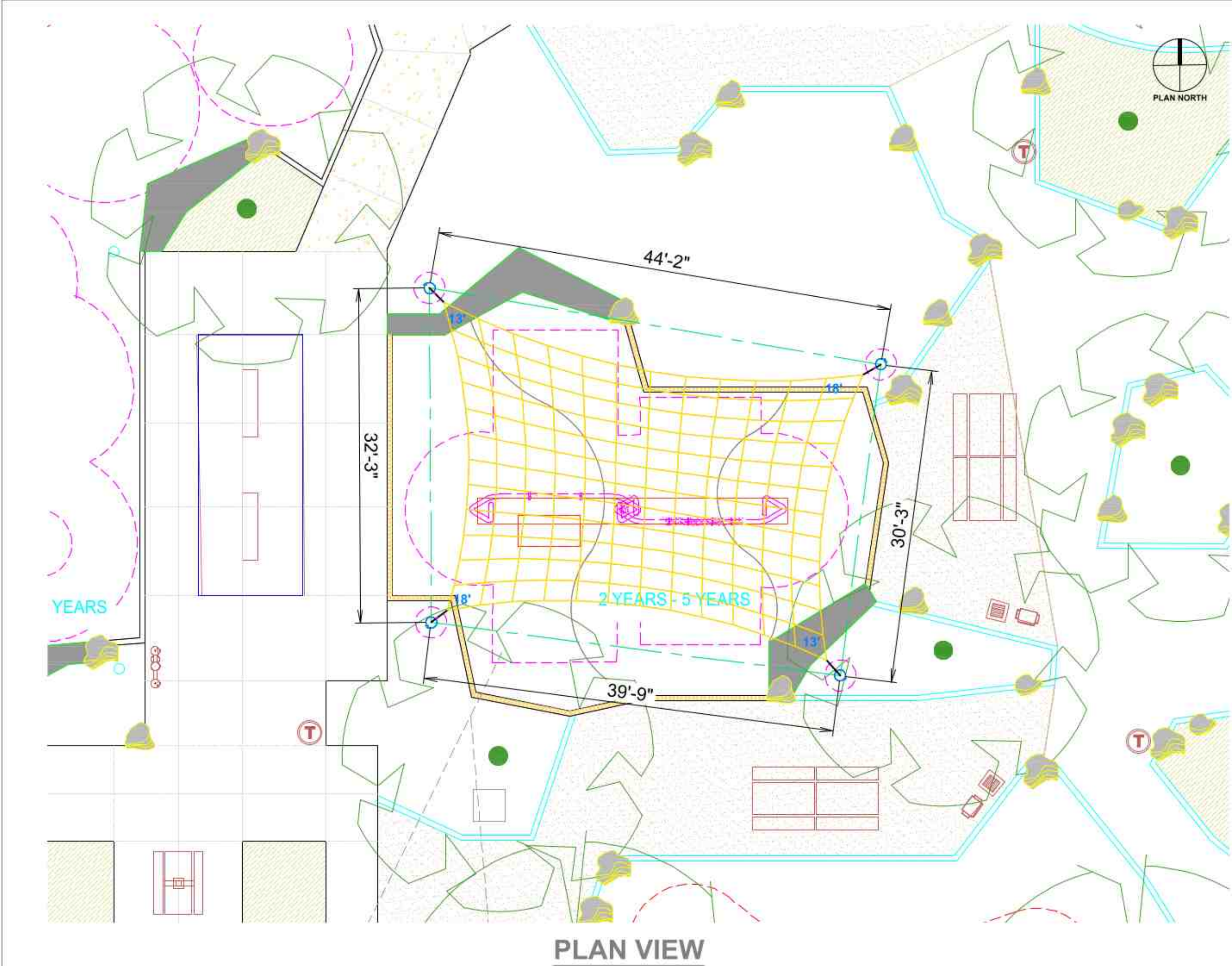
**DRAWING DESCRIPTION:**

**2-5 YRS. AREA**

DWG. CA0425WK21790

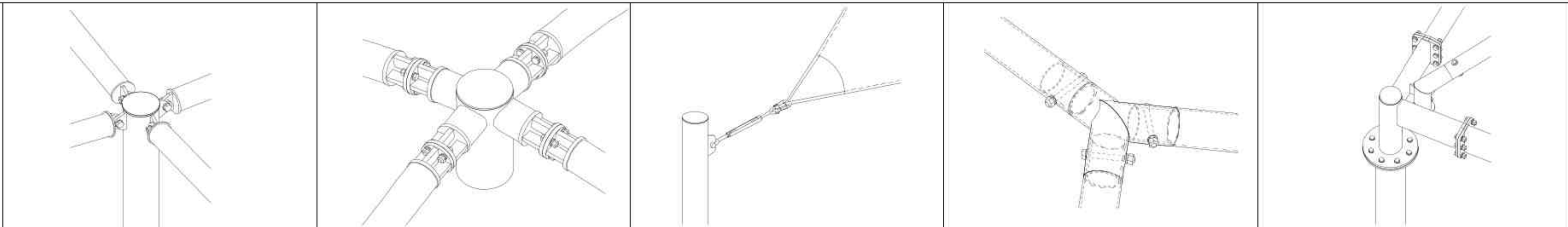
PAGE 1002

REV. E



**As manufactured and installed by:**  
USA SHADE & Fabric Structures.

**Contact :**  
Will King  
(714) 241-5567, (800) 966-5005  
[will.king@usa-shade.com](mailto:will.king@usa-shade.com)



**Notes:**

- All structures will have bolted connections for shipping and installations purposes.
- Standard details being shown as an example. Final details t.b.d. during final Engineering phase.
- All dimensions and heights must be field verified prior to any final design, fabrication or installation work.

CUSTOMER:  
**IN-SITE LANDSCAPE ARCHITECTURE**

PROJECT NAME:  
**CIVIC CENTER PARK**

LOCATION:  
**PALM DESERT, CA**

STRUCTURE TYPE:  
**4PT SAIL**

SIZE:  
**VARIES**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF  
USA SHADE AND FABRIC STRUCTURES  
AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

**USASHADE**  
& Fabric Structures

**CORPORATE HEADQUARTERS**  
2560 ESTERS BLVD., SUITE 100  
DFW AIRPORT, TX 75261  
800-966-5005

CERTIFICATIONS:  
IAS CERTIFICATION No: FA-428  
CLARK COUNTY MANUFACTURER  
CERTIFICATION NUMBER (NEVADA): 355

	REV	DESCRIPTION	DATE	DRW	CHK	ENG
B	REV. COLUMN LOCATIONS/ADDED ELECTRICAL NOTES	06/09/25	AZR	AZR	--	--
A	REVISED ELEVATIONS	05/19/25	AZR	AZR	--	--
REV						

Drawn By : AZR

06/09/25

Checked By : AZR

06/09/25

Approved By : AZR

06/09/25

DRAWING DESCRIPTION:

**SWINGS AREA**

DWG.

**CA0425WK21790**

PAGE

**1003**

REV.

**B**





The play components identified on this plan are IPEMA certified. (Unless model number is preceded with \*) The use and layout of these components conform to the IPEMA standards and ASTM F1487 safety product certification. Visit [www.ipema.org](http://www.ipema.org)

\*FENCE BY OTHERS-  
PER ASTM F2373-11  
11.6.2.1 It is recommended that outdoor play areas with unattended access be located within fenced and gated areas.

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS. UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL STRUCTURES PRIOR TO CONSTRUCTION AND SITE FINISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "TRENCH DRAIN".

AREA OF  
ACCESSIBLE/PROTECTIVE  
SURFACING  
(POURED-IN-PLACE SUGGESTED)

DESIGNED BY:

MJO

COPYRIGHT: 6/23/2025  
LANDSCAPE STRUCTURES, INC.  
801 7th STREET SOUTH - P.O. BOX 189  
DELMAR, MINNESOTA 55328  
PH: 1-800-328-0035 FAX: 1-763-972-5091

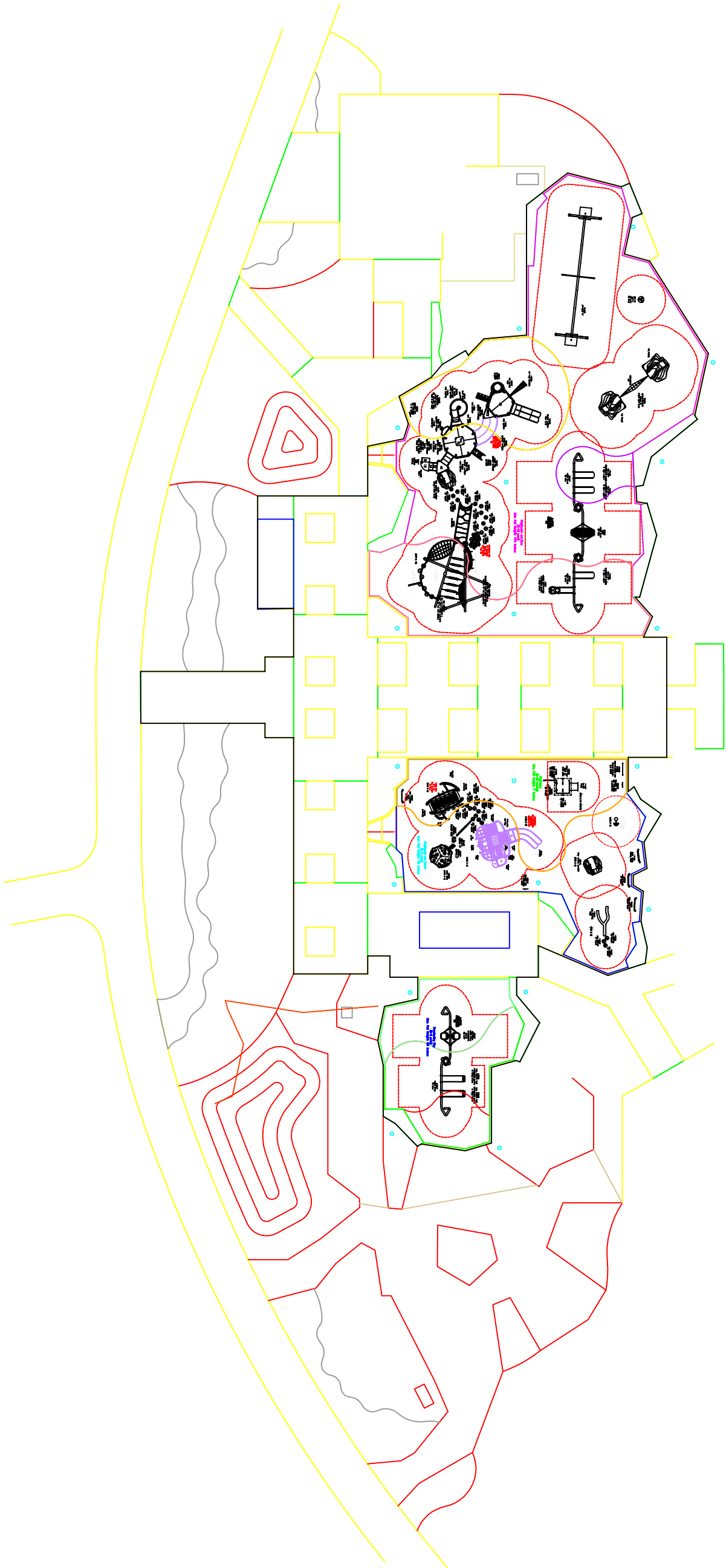
6/13/25	1196270-01-03	MJO
5/14/25	1196270-01-02	MJO
5/1/25	1196270-01-01	MJO
Date	Previous Drawing #	Initials

2-5 EQUIPMENT

TOTAL ELEVATED PLAY COMPONENTS	4	TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	2	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	23	REQUIRED	1	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	16	REQUIRED	16		

5-12 EQUIPMENT

TOTAL ELEVATED PLAY COMPONENTS	8	TOTAL ELEVATED PLAY COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	4	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	26	REQUIRED	3	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED	10		



Civic Center Park

Coast Recreation, Inc.

SYSTEM TYPE:  
PlayBooster

Taylor Smith

DRAWING #: 1196270-01-04













# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Cesar Lopez, Associate Engineer

SUBJECT: RESOLUTION APPROVING FINAL PARCEL MAP NO. 38366 AND AGREEMENTS

---

## **RECOMMENDATION:**

1. Adopt a Resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION OF FINAL PARCEL MAP NO. 38366."
2. Authorize the Mayor to execute Easement Agreements.
3. Authorize the City Attorney to make non-substantive changes to the Agreements and City Manager to execute said Agreements.

## **BACKGROUND/ANALYSIS:**

On October 13, 2022, the City Council approved Palm Villas at Millenium for a Precise Plan (PP) 22-0003, Tentative Parcel Map (TPM) 38366, and Environmental Assessment (EA) 22-0003 by Resolution No. 2022-85 within the Millennium Palm Desert Specific Plan (MSP), a request by Palm Communities, LLC, 100 Pacifica, Ste 205, Irvine, CA 92618 (Applicant). A two-phased development of a 241-unit multi-family (affordable housing) development, a housing density bonus, and related improvements on a 10.49-acre site (Project) located at the northwest corner of Gerald Ford Drive and the extension of Technology Drive.

The vacant 10.49-acre site includes Parcel 8 and a portion of Parcel 9 of Parcel Map 36792, Assessor's Parcel Number 694-120-028 and 694-120-029, parcels owned by the City of Palm Desert. The TPM 38366 approvals by Resolution No. 2022-85 (Conditions of Approval), allowed the subdivision of the 10.49-acre site into two parcels (Parcel 1 and Parcel 2).

On November 23, 2022, the City of Palm Desert Housing Authority and the Applicant entered into a Disposition, Development, and Loan Agreement (DDLA) to sell the undeveloped property after the City records Final Parcel Map 38366. Subsequent amendments and restated DDLA agreements have been signed with the latest dated October 10, 2024. Therefore, the city is scheduled to collect the Subdivision Improvement Agreements and Bonds to secure improvements after the close of escrow per the DDLA.

On October 1, 2024, the Planning Commission approved a twelve-month time extension for PP22-0003 and TPM 38366 until October 1, 2025 by Resolution No. 2884.

The City Engineer has determined that Final Parcel Map No. 38366 meets the application requirements of the Subdivision Map Act and the City's ordinances. The Final Map has been deemed technically correct by the City Engineer, and the Conditions of Approval in the resolution have been satisfied with the exceptions stipulated in the DDLA which requires the Applicant to

provide agreements and securities after conveyance of the property. The cost estimates for these improvements and monuments have been evaluated and easement agreements required for the Project have been reviewed in draft form.

The Applicant will enter into an agreement with the city to ensure the maintenance obligations for the phased site, which includes maintaining all lots reserved for open space, landscaping and storm drain purposes, and all landscaping located in the public right-of-way adjacent to private property and within medians and roundabouts within the community.

On June 26, 2025, the City Council accepted public improvements for the extension of Technology Drive and Zenith Drive Staff fronting the City-owned parcel associated with the Palm Villas project. These improvements were constructed by Palm Desert University Gateway, LLC as part of the adjacent development, and the City will reimburse the developer for the cost of constructing the improvements fronting the property, consistent with the terms of the reimbursement arrangement.

While Resolution 2022-85 identified these specific street improvements as the responsibility of the Palm Villas project in the event they were not otherwise constructed, their completion by the master developer satisfies that obligation. Therefore, Palm Villas is no longer responsible for this specific scope of work.

All remaining required improvements, including sidewalks, landscaping, irrigation, and utilities, remain the responsibility of the Palm Villas project, as outlined in Resolution 2022-85.

**Legal Review:**

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

**Environment Review:**

The proposed Final Map is a project under CEQA. The adoption of the Final Map is exempt from CEQA under Section 15268(b) of Chapter 3 of Title 14 of the California Code of Regulations (State CEQA Guidelines). Section 15628(b) exempts ministerial approval by public agencies from CEQA. Final Maps are specifically cited as a type of ministerial permit. Therefore, this project qualifies for the identified exemption.

**ATTACHMENTS:**

1. Resolution 2025-
2. Conditions of Approval Res No. 2022-85
3. Tentative Parcel Map 38366
4. Time Extension Resolution No. 2884
5. Final Parcel Map 38366
6. Applicant's Bonding Letter
7. Draft Phase I and Phase II Access Easement
8. Draft Parcel 9 Easement
9. Draft Maintenance Easement Agreement

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM  
DESERT, CALIFORNIA, APPROVING THE FINAL SUBDIVISION MAP OF  
FINAL PARCEL MAP NO. 38366

WHEREAS, the Parcel Map conforms to the requirements of the Subdivision Map Act and City Ordinances; and

WHEREAS, on October 13, 2023, the Tentative Parcel Map 38366 (TPM 38366) was approved to include 10.49-acres inclusive of Parcel 8 and a portion of Parcel 9 of Parcel Map 36792, Assessor's Parcel Number 694-120-028 and 694-120-029, parcels owned by the City of Palm Desert. The TPM 38366 approvals by City Council Resolution No. 2022-85, allowed the subdivision of the 10.49-acre site into two parcels; and

WHEREAS, on November 23, 2022, City of Palm Desert Housing Authority and Palm Communities, LLC (Developer) entered into a Disposition, Development, and Loan Agreement (DDLA) to sell the undeveloped property after the City records Final Parcel Map 38366; and

WHEREAS, On October 1, 2024, the Planning Commission approved a twelve-month time extension for PP22-0003 and TPM 38366 until October 1, 2025 by Resolution No. 2884; and

WHEREAS, on October 10, 2024, the City of Palm Desert Housing Authority signed a Third Amendment and Restated DDLA.

WHEREAS, the Final Subdivision Map of Parcel Map 38366, has met the Conditions of Approval for this project.

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 Final Subdivision Map of Parcel Map 38366, City of Palm Desert, California, is hereby approved as the official map of said parcel, subject to the conditions of the Tentative Map.

SECTION 3. The Director of Development Services is directed to process the Parcel Map for recording upon receipt of the required payment of all fees.

SECTION 4. Effective Date. This Resolution shall take effect immediately upon this adoption.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN HARNIK, MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA, CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, 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 \_\_\_\_\_, 2025.

---

ANTHONY J. MEJIA  
CITY CLERK



RESOLUTION NO. 2022-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, FINDING NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY UNDER THE STATE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15183, AND APPROVAL OF A TENTATIVE PARCEL MAP (TPM) AND A PRECISE PLAN (PP) FOR A 241-UNIT MULTI-FAMILY (AFFORDABLE HOUSING) PROJECT ON A 10.49-ACRE SITE LOCATED AT THE NORTHWEST CORNER OF GERALD FORD DRIVE AND TECHNOLOGY DRIVE (CASE NOS. PP22-0003/TPM 38366/EA22-003)

WHEREAS, Palm Communities, a California Corporation (“Applicant”), submitted a TPM establishing two (2) parcels, a PP application for a 241-unit multi-family (affordable housing) development community consisting of 10 three-story apartment buildings, one (1) two-story community building with two (2) on-site manager’s unit, outdoor recreation areas, landscaping, and associated parking areas on a 10.49-acre site, including related off-site improvements (“Project”); and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted November 10, 2016, and a zoning designation of Planning Residential 22 (PR-22) in Planning Area 8 High Density (10 acres), and Open Space in Planning Area 9 (0.49 acres) within the Millennium Palm Desert Specific Plan (MSP). The Director of Development Services has administrative authority to approve minor changes in Planning Areas boundaries that increase or decrease any Planning Area acreage by 15% or less; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Palm Desert’s (“City’s”) Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, an Environmental Impact Report (EIR) was prepared and certified by the City Council as part of the Palm Desert General Plan (SCH# 2015081020); and

WHEREAS, the proposed Project is consistent with the development density and use characteristics considered by the General Plan EIR in the TCN land use designation; and

WHEREAS, on March 10, 2022, the City Council of the City of Palm Desert adopted the 2021-2029 Housing Element for the 6<sup>th</sup> Cycle, which allocates that the Project site provides a minimum of 240 units for affordable housing; and

WHEREAS, the Applicant has agreed to provide 239 units within the development at affordable levels for income-qualified persons and two (2) manager units as determined by a housing agreement and, as such, is eligible for a density bonus provided by AB 2222

(Government Code section 65915 et seq.) and Palm Desert Municipal Code Section (PDMC) 25.34.040; and

WHEREAS, the Applicant did, on July 15, 2022, enter into an Exclusive Negotiation Agreement (ENA) with the City of Palm Desert per Contract No. C41030C; and

WHEREAS, the Architectural Review Commission (ARC) of the City of Palm Desert, California, did on April 12, 2022, consider the request by the Applicant at its meeting and recommended approval with conditions to the Planning Commission of the above-noted Project request; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on August 16, 2022, hold a duly noticed public hearing to consider the request by the Applicant and adopted Resolution No. 2817, recommending that the City Council approve the above-noted project request subject to the findings and Conditions of Approval; and

WHEREAS, the Applicant will enter into a housing agreement with the Palm Desert Housing Authority and Housing Agreement to secure a housing Density Bonus Request pursuant to Government Code Section; and

WHEREAS, State CEQA Guidelines Section 15183 (Public Resources Code §21083.3) provides that projects which are consistent with a Community Plan, General Plan, or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the Project or its site;” and

WHEREAS, the City Council of the City of Palm Desert, did on the 13<sup>th</sup> day of October 2022, hold a duly noticed public hearing, the City Council opened the public hearing, the City Council considered the request by the Applicant for the development of the affordable housing community and Tentative Parcel Map; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did find the following facts and reasons, which are outlined in the staff report, exist to justify approval of said request:

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

SECTION 1. Recitals. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Parcel Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is not consistent with applicable general and specific plans.

*The proposed map has been reviewed and found to be consistent with the density standards of the TCN designation and the Millennium Palm Desert Specific Plan (MSP). The TCN zone allows densities between seven (7) and 40 units per acre. The MSP allows up to 22 dwelling units per acre in Planning Area 8. The Project proposes 23.5 dwelling units per acre. This density is consistent with the TCN designation and exceeds the MSP; however, is allowable as the Project is requesting a density bonus pursuant to Government Code 65915-65918 for providing affordable housing and is permitted to exceed the allowable zoning density.*

2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

*The design and improvement of the proposed subdivision are consistent with the applicable TCN requirements, circulation element requirements, and requirements of the MSP. The dedications for public right-of-way are consistent with the applicable circulation elements of the General Plan and Specific Plan. The proposed vehicle access points are consistent with the MSP.*

3. That the site is not physically suitable for the type of development.

*The site is physically suitable for the proposed multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the proposed development.*

4. That the site is not physically suitable for the proposed density of development.

*The site is physically suitable for the proposed density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop.*

5. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

*The design of the subdivision and proposed improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was*

*prepared for the MSP and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities, and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.*

6. That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslide, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the MSP and will not adversely affect public health.*

SECTION 3. Density Bonus Findings. Pursuant to California Government Code 65915 and PDMC Section 25.34.040, in exchange for the dedication of a minimum percentage of the Project's base units for affordable housing, the Project is eligible for concessions, including density increase, reduction in parking, and a waiver to allow relief from development standards for stormwater retention. The Applicant is restricting a minimum of 10% of the base density, or 24 units, as very low-income units to receive up to two incentives, waivers, and/or concessions. The Project includes a five percent (5%) density increase (10 units) above the allowed maximum allowed density of 22 dwelling units per acre (du/ac) allowed by the MSP to Government Code Section 65915. The Applicant will utilize Government Code Section 65915(p)(1) to provide parking for the Project at a rate of one (1) parking space per each one-bedroom unit and 1.5 parking spaces per each two- and three-bedroom units for a total of 350 on-site parking spaces. The Applicant is requesting a design concession to increase the infiltration rate of the stormwater basins to modify the design, as accepted by the City Engineer, in order to accommodate the proposed project density. The requested density bonus concessions are consistent with the requirements of the City's local ordinances and state law. The Applicant shall enter into a housing agreement to ensure the units remain affordable to qualified households. Staff finds that the requested concessions are necessary to provide for affordable housing and will not result in damage to public health or the physical environment or affect any real property that is listed in the California Register of Historical Resources. Additionally, the concessions are not contrary to state or federal law.

SECTION 4. CEQA Findings. The application has complied with the requirements of the "City of Palm Desert Procedure for Implementation of CEQA" Resolution No. 2019-41, in that the Director of Development Services has determined that the Project is consistent with the approved General Plan and MSP and that other project-specific impacts were evaluated in the approval of the MSP and that no further environmental review is required under State CEQA Guidelines 15183. CEQA Guidelines Section 15183 allows for a streamlined environmental review process for projects, which are consistent

with the development density established by existing zoning, community plan, or General Plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the Project or its sites. If the above qualifications are met, as stated in Section 15183(b), “a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis: (1) are peculiar to the Project or the parcel on which the Project would be located, (2) were not analyzed as significant effects in a prior EIR on the zoning action, General Plan or community plan, with which the Project is consistent, (3) are potentially significant off-site impacts, and cumulative impacts which were not discussed in the prior EIR prepared for the General Plan, community plan or zoning action, or the Project’s CEQA Section 15183 Analysis (4) are previously identified significant effects which, as a result of substantial new information, which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.” This document has been prepared to satisfy the requirements of CEQA Guidelines Section 15183. It analyzes the potential environmental effects of the proposed Project and evaluates whether they were adequately analyzed in a prior EIR such that the above-identified streamlining criteria apply. The Project is consistent with the Palm Desert General Plan Update (General Plan Update), for which an EIR (SCH No. 2015081020) was certified. The General Plan Update provides a framework for future growth of the City and projects the development reasonably expected to occur during the buildout period. The Genal Plan Update EIR analyzed the environmental impacts associated with the adoption and implementation of the General Plan Update. The proposed Project is permitted in the zoning district where the Project site is located and consistent with the land uses, density, and vision of the General Plan Update.

SECTION 5. Project Approval. The City Council approves Precise Plan 22-0003 and Tentative Parcel Map 38366.

SECTION 6. Approval. The City Council approves and adopts the Project, subject to the Conditions of Approval attached hereto as Exhibit “A.”

ADOPTED ON OCTOBER 13, 2022.



---

JAN C. HARNIK  
MAYOR

ATTEST:

  
Anthony Mejia (Oct 25, 2022 10:54 PDT)

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ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2022-85 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 October 13, 2022, by the following vote:

AYES: JONATHAN, KELLY, NESTANDE, AND HARNIK  
NOES: NONE  
ABSENT: QUINTANILLA  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on Oct 25, 2022.

  
Anthony Mejia [Oct 25, 2022 10:54 PDT]

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ANTHONY J. MEJIA  
CITY CLERK

**EXHIBIT “A”****CONDITIONS OF APPROVAL  
CASE NOS. PP22-0003/TPM 38366****PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these Project Approvals for the Project, or the Project Approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of Project Approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The PP shall expire if construction of the said Project shall not commence within two (2) years from the date of final approval unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever.
5. The PP approval is for a two-phase, 241-unit apartment development, however, may be constructed as a single phase in the future:

- A. Phase 1 consists of 121 apartment units, a community building, facilities, a common area, and related on-site and off-site improvements (including the temporary access to Dinah Shore Drive).
  - B. Phase 2 consists of 120 apartment units, facilities, the remaining common area, and related on-site and off-site improvements.
6. The approved PP shall only be modified with written City approval per PDMC Chapter 25.72.030. Any proposed changes to this PP will require an amendment to the application, which may result in a new public hearing.
7. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
8. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2817 for PP22-0003 and TPM 38366 and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
9. Prior to issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:  
  
Coachella Valley Water District (CVWD)  
Public Works Department  
Fire Department  
Building and Safety Division  
  
Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.
10. This Project is subject to payment of the City's Public Art fee. The fee will be applied at the time of a building permit issuance and shall remain in the City's public art fund.
11. Final lighting plans shall be submitted per PDMC Section 24.16 for any landscape, architectural, street, or other lighting types within the Project area.
12. All exterior lighting sources shall be fully shielded and directed downwards and is subject to approval by the Development Services Department. Luminaries with total lamp lumens above 16,000 lumens shall not be used.

13. Access to trash and service areas shall be placed so as not to conflict with parking areas. Said placement shall be approved by the applicable waste company and the Development Services Department and shall include a recycling program and organic waste programs as required by law.
14. Final landscape and irrigation documents shall be prepared by a landscape architect registered with the State of California and shall be submitted to the Development Services Department and the CVWD for review and approval. All sheets shall be signed by the landscape architect and shall include the license number and the expiration date. The landscape plan shall conform to the preliminary landscape plans prepared as part of this application and shall include dense plantings of landscape material. All plants shall be a minimum of five (5) gallons in size, and all trees shall be a minimum 24-inch box in size.
  - A. The Applicant shall submit final landscape construction plans to the Palm Desert Development Services Department for review and acceptance prior to submittal to CVWD.
15. All Project irrigation systems shall function properly, and landscaping shall be maintained in a healthy and thriving condition. The maintenance of landscaping and the irrigation system shall be permanently provided for all areas of the Project site, as well as walkways and the portion of public right-of-way abutting the Project site (parkways). Furthermore, the plans shall identify responsibility for the continued maintenance.
16. Prior to the issuance of the Certificate of Occupancy, the Project landscape architect shall submit written verification to the Planning Division that the landscaping and irrigation have been installed per the approved landscape plan.
17. All exterior equipment and all appurtenances thereto shall be completely screened from public view by walls or roof screens that are architecturally treated to be consistent with the building. The final construction plans shall include appropriate drawings demonstrating how such equipment is to be screened from view. No rooftop equipment shall be permitted.
18. All roof drainage systems and devices shall be designed such that they are fully screened from view from all public streets. Drainage devices, including but not limited to down-spouts, shall not be located on any street-facing building elevation or area that is clearly visible from the public right-of-way. Drainage devices shall be fully integrated into the building structure.
19. All ground-mounted utility structures including, but not limited to, transformers, HVAC equipment, and backflow prevention valves shall be located out of view from any public street or adequately screened using landscaping and/or masonry walls.
20. Exterior building elevations showing building wall materials, roof types, exterior colors, and appropriate vertical dimensions, shall be included in the development construction drawings.

21. The Applicant shall construct the pedestrian circulation network as shown on the approved preliminary site plan.
22. All roof access ladders shall be located on the inside of the building.
23. All parking spaces shall be clearly marked with white or yellow paint or other easily distinguished material. Except as required by state and ADA requirements, all markings shall be a minimum four-inch (4") wide double ("hairpin" style) stripe designed to provide 18 inches measured outside to outside under City Council Resolution No. 01-5.
24. The Applicant shall provide a minimum of on-site parking spaces per Government Code Section 65915(p)(1), per the State Density Bonus law. The Applicant shall provide covered parking to ensure each Phase of development provides each unit with a minimum of one (1) covered parking stall.
25. The Applicant shall comply with the recommendations made by the City's ARC, as referenced on the April 22, 2022, Notice of Action for the April 12, 2022, meeting.
26. The Applicant or any successor in interest shall comply with all applicable local, state and federal laws, and regulations.
27. A copy of the herein-listed Conditions of Approval shall be included in the construction documentation package for the Project, which shall be continuously maintained on-site during Project construction.
28. Prior to permit issuance, the Applicant shall submit plans for the final design of all site walls subject to review and approval by the Palm Desert Development Services Department. The design of the walls shall be consistent with the height, material, and design (smooth plaster finish, pilaster, and cap) on the approved conceptual landscape plan.
  - A. The Applicant shall incorporate noise abatement measures into the Project, including the construction of an eight-foot-tall (8') and six-foot (6') sound walls, as identified by the REC-1 of Project Acoustical Assessment dated December 2021.
  - B. The Applicant shall provide pedestrian access points to Gerald Ford Drive and along the northern property boundary. The design of these access points shall include a decorative gate, pilasters, decorative cap, and arbors.
  - C. The interim fencing between Phase 1 and Phase 2 shall consist of windscreen fencing. The fencing shall be removed upon commencement of Phase 2. The windscreen fencing shall be placed along the western boundary of Phase 1 and the northern boundary of Phase 2 and shall remain in place and maintained until the commencement of Phase 2. The temporary windscreen fencing shall be constructed per Section 304-3 of the Standard Specifications for Public Works Construction. The fence shall

- have an overall height of six (6) feet measured from the top of the grade. The chain link fabric shall be nine (9) gauge, two inches (2") galvanized material. The fence shall include a top rail and an 88% opacity, tan, knitted, High-Density Polyethylene windscreen. Fence post footings shall be 12" in diameter and 36" in depth for end posts and eight inches (8") in diameter and 36" in depth for line posts.
- D. The Applicant shall provide a detailed construction plan for all access gates to staff prior to permit issuance.
- E. All ground-mounted HVAC shall be screened by a minimum 42" low wall or greater to screen the equipment. The design of the wall shall be consistent with site walls and as shown on the approved preliminary landscape plans.
29. The Applicant shall construct the pedestrian circulation network as shown on the approved preliminary site plan.
30. All mitigation measures identified in the CEQA Environmental Assessment and Initial Study shall be incorporated into the planning, design, development, and operation of the Project.
31. The Applicant shall incorporate all noise abatement measures as recommended by the Project Acoustical Assessment dated December 2021.
32. All monument signage shall be subject to review and approval by the Development Services Department and shall substantially conform with the exhibits approved by the ARC.
33. The Applicant shall remove temporary facilities, including temporary access, signage, and fencing prior to commencement of Phase 2.
34. The Applicant shall comply with all Conditions of Approval of City Council Resolution 2015-15 except as modified herein.
35. The Applicant shall incorporate all mitigation measures identified by the MSP Mitigated Negative Declaration.
36. The Applicant shall incorporate all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the Plan Desert General Plan EIR (SCH# 2015081020).
37. The Applicant shall provide payment for filing fees for the Notice of Exemption within five (5) days of the City Council's approval.
38. The Applicant shall enter into a Housing Agreement (HA) with the City agreeing to make 100% of the Project affordable providing all units to extremely low, very low, and low-income households. The HA will create such conditions, covenants, restrictions, liens, and charges in favor of the City upon and subject to which the Project shall be occupied, leased, and rented. The provisions of the HA shall run with title to each and every portion of the Apartment Site and the Project and shall inure

to and pass with each and every portion thereof and shall apply to and bind any successors-in-interest of Owner for a minimum period of 55 years from the date on which the City issues the Certificate of Occupancy for the Project. The HA shall be signed and completed by both the City and the Applicant prior to issuance of a Building Permit.

39. The Applicant shall construct a swimming pool within the central amenity area in conjunction with Phase 1 of the project. The swimming pool shall be constructed prior to the issuance of a Certificate of Occupancy for Building A (Community Building). The size of the pool shall be adequately sized to serve residents of the project at full build-out.
40. The Applicant shall construct shade structures to fully shade picnic areas and playground equipment located within the central amenity area. At a minimum, this shall include:
  - A. Phase 1:
    - i. One (1) shade structure for playground equipment
    - ii. Two (2) shade structures for picnic area.
  - B. Phase 2:
    - i. Two (2) shade structures for picnic area.
41. The Applicant shall provide a minimum of 32 washers and 32 dryer machines within laundry facilities for the development. Half of the laundry facilities shall be provided with Phase 1.
42. The Applicant shall enter into a Disposition Development Loan Agreement (DDLA) with the City of Palm Desert and Palm Desert Housing Authority.
  - A. The DDALA shall provide Temporary Easement Agreements for interim access improvements across Parcel 2. The Applicant shall execute agreements providing for reciprocal access for common area usage, maintenance, and drainage facilities between Parcel 1 and Parcel 2.

**LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:**

43. The following plans, studies, and exhibits are hereby referenced: TPM 38366, prepared by Kimley Horn and dated January 2022; Preliminary Grading and Utility Plan Phase 1, prepared by Kimley Horn and dated March 2022; Preliminary Grading & Utility Plan Phase 2, prepared by Kimley Horn and dated March 2022.
44. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated,

abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.

45. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs and that an omission or unacceptability may require the Applicant to amend or revise the site plan as may be.
46. All private streets and common areas will be permitted as shown on the conceptual exhibit subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these streets, common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
47. The Applicant shall pay all signalization fees per the City's Resolution Nos. 79-17 and 79-55.
48. Prior to map approval, the Applicant shall pay all appropriate drainage fees per PDMC Section 26.49.050 and Palm Desert Ordinance No. 653.
49. The Applicant shall pay all appropriate park fees per PDMC Section 26.48.060.
50. The Applicant shall comply with Pam Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge.
51. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
52. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
53. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
54. The grading plan shall provide for the protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.

55. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
56. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer.
57. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board or a letter from either agency stating that the NOI has been filed.
58. The Applicant shall submit a final Hydrology and Hydraulics Report for the entire site. The report shall comply with all relevant laws, rules, and regulations governing the City of Palm Desert.
59. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
60. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
61. Prior to the issuance of a grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval from the Land Development Division.
62. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
63. It shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the tentative grading plan exhibit. Proof shall be provided to the Land Development Division prior to the issuance of a grading permit.
64. Prior to a grading permit and if grading is required off-site, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.
65. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owner's association or the owners of each individual lot or unit as tenants in common.

66. Prior to the issuance of a grading permit and in compliance with the PDMC Section 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
67. Prior to the issuance of a grading permit, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project-specific recommendations.
68. Upon completion of grading, the Project' Geotechnical Engineer shall certify the completion of rough grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this project. A licensed land surveyor shall certify the completion of grading in conformance with the lines and grades shown on the approved grading plans.
69. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to the approval of the grading plan, the landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.
70. The Applicant shall submit a final Water Quality Management Plan. The report shall comply with all relevant laws, rules, and regulations governing in the City of Palm Desert.
71. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour unless otherwise approved by the City Engineer for which an alternate of two (2) inches/hour has been specifically approved for this Project.
72. Prior to the issuance of a grading permit, the Applicant shall submit plans for review and approval to the City Engineer for all public improvements, including but not limited to street and roadway improvements and landscape and irrigation improvements.
73. Prior to the issuance of an encroachment permit, for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements per Section 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance, and the improvement guarantee shall be backed by a bond or cash deposit in the amount of 10% of the surety posted for the improvements.
74. Prior to the map recordation, the Applicant shall submit improvement plans for Dinah Shore Drive and the proposed access road to the site. The Applicant is responsible

for the construction and installation of improvements for Dinah Shore Drive per the following:

- A. Prior to the issuance of a building Certificate of Occupancy for the first building of Phase 1 of the development, the Applicant shall construct parkway improvements along site frontage and along the proposed access road ("Proposed Public Street" on TPM exhibit) to Dinah Shore Drive; including sidewalk, curb and gutter, and landscape and irrigation improvements, as approved by the City Engineer.
  - B. Prior to the issuance of a building Certificate of Occupancy for the last building of Phase 1 of the development, the Applicant shall complete improvements for the proposed access road and intersection improvements for Dinah Shore Drive and the proposed access road to the site intersection; including Americans with Disabilities Act (ADA) compliant curb ramps, signing and striping, pedestrian, and bicycle facilities.
  - C. The Applicant shall provide one (1) driveway to provide access for Phase 1 and Phase 2 of the development to the proposed access road to Dinah Shore Drive. The location and design shall be per the approved conceptual exhibits and the Palm Desert Standard Drawings and Specifications.
  - D. The Applicant shall provide a second emergency vehicle-only access for Phase 2 to the proposed access road to Dinah Shore Drive.
  - E. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
75. Technology Drive is identified in the MSP as a Collector Street with a 72-foot ultimate right-of-way, looping from the existing intersection with Gerald Ford Drive to a northwesterly intersection with Gerald Ford Drive adjacent to the project site. If ultimate improvements for Technology Drive are not present at the time of project construction, the Applicant shall provide interim intersection improvements, as described on these Conditions of Approval, and approved by the City Engineer, to provide access from the site to Gerald Ford Drive.
76. If interim intersection improvements are applicable per Condition of Approval No. 69, prior to the issuance of an encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall submit improvement plans for Technology Drive/Site Access - Gerald Ford Drive interim improvements, which include:
- A. Curb adjacent landscape and irrigation improvements along the site frontage.
  - B. Sidewalk along the site frontage and around the westerly side of the Technology Drive roundabout.
  - C. Roadway improvements for half-width of the street plus 12 feet.
  - D. Fire Department and City approved turnaround for vehicles at Technology Drive and project access drive intersection.
  - E. Separate signing and striping plans.
  - F. All plans shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.

77. Prior to the map recordation, the Applicant shall submit improvement plans for Gerald Ford Drive. The Applicant is responsible for the construction and installation of improvements for Gerald Ford Drive, including, but not limited to:
- A. The Applicant shall construct parkway improvements along site frontage, including landscape and irrigation improvements along Phase 1 and meandering sidewalk from the northerly intersection with Technology Drive to the intersection with Dinah Shore Drive.
  - B. Prior to the issuance of the building Certificate of Occupancy for the first building of the development, the Applicant shall construct parkway improvements along site frontage, including sidewalk, and landscape and irrigation improvements, as approved by the City of Palm Desert Planning Division.
  - C. The Applicant shall be responsible for repairs to the existing curb and gutter along the project frontage, as needed and required by the City Engineer.
  - D. If not in place at the time of project construction, the Applicant shall provide for the installation of a streetlight at the northerly intersection of Gerald Ford Drive and Technology Drive.
78. Prior to the map recordation, the Applicant shall provide a full-scale signing and striping improvement plan for Dinah Shore Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
79. Prior to the map recordation, the Applicant shall provide a full-scale signing and striping improvement plan for Gerald Ford Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
80. The Applicant shall provide a private easement for reciprocal access between proposed Lot 1 and Lot 2 of the subdivision. If rights are reserved outside the final parcel map, proof of recorded document shall be provided to the City Engineer prior to Final Parcel Map recordation.
81. The Applicant shall provide drainage easement for proposed Lot 2 over proposed Lot 1 of the subdivision. If rights are reserved outside the Final Parcel Map, proof of recorded document shall be provided to the City Engineer prior to Final Parcel Map recordation.
82. Prior to map approval, covenants, conditions, and restrictions (CC&Rs) related to this development shall be submitted to the City for review and approval of the City Engineer.

83. Abutter's rights along Parcel 8 of Parcel Map No. 36792 shall be perpetuated on the final map.
84. Prior to the map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements. The form and amount of the financial security shall be reviewed and approved by the City Engineer and comply with PDMC Section 26.28.030 and Section 26.28.040.
85. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private (on-site), improvements for review and approval of the City Engineer. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the development via the approved driveways.
86. Prior to the issuance of a building permit, the Applicant shall provide the City's Land Development Division with a copy of the Fire Department clearance for the secondary access road. Access road shall be designed and constructed per the Fire Department standards and shall be clearly shown and identified on the project grading plans.
87. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required and shall comply with all requirements within the public and private road right-of-ways.
88. Modifications, if any, to approved plans shall be submitted to the City for review as delta revisions and will require approval of the City Engineer.
89. The Applicant shall be responsible for the erosion and dust control of the entire site, including both Phase 1 and Phase 2 of the project. Prior to issuance of a grading permit, the Applicant shall provide for review and approval by the City Engineer, a Phase 2-specific soil stabilization plan which shall include specifications for soil binder, and a cost estimate for the cost of installation and upkeep of the erosion and dust control improvements for a until the completion of construction of Phase 2.
90. Prior to issuance of a grading permit, the Applicant shall provide the City a cash bond for the Phase 2-specific soil stabilization plan per the approved cost estimate. The bond shall be held by the City until such time that Phase 2 of the site is developed. In the event that the implemented erosion and dust control measures fail and/or are determined to be insufficient by the City Engineer, the City may use the bond in order to place appropriate BMPs.
91. Prior to the start of the grading activities, the Applicant shall install all erosion and dust control mechanisms for the site, Phase 1 and Phase 2. For Phase 2 of the site, the Applicant is responsible for the soil stabilization as approved by the City Engineer.

**BUILDING AND SAFETY DIVISION:**

92. This project shall comply with the latest adopted edition of the following codes:

- A. California Building Code and its appendices and standards.
- B. California Residential Code and its appendices and standards.
- C. California Plumbing Code and its appendices and standards.
- D. California Mechanical Code and its appendices and standards.
- E. California Electrical Code.
- F. California Energy Code.
- G. California Green Building Standards Code.
- H. Title 24, California Code of Regulations.
- I. California Fire Code and its appendices and standards.

93. This project will fall under the review and compliance of Chapters 11-A and Chapter 11-B of the 2019 California Building Code.

94. The Applicant shall coordinate directly with:

Riverside County Fire Marshal's Office  
CAL FIRE/Riverside County Fire Department  
Main: (760) 863-8886  
77933 Las Montañas Road, Suite 201  
Palm Desert, CA 92211

95. Plan approval must be obtained from the County of Riverside Department of Environmental Health (Health Department) before constructing or altering structure or equipment (such as fencing and decking). The Applicant shall coordinate directly with the Health Department for the application, plans, and specifications.

96. All trash enclosures are required to be accessible. Provide an accessible path of travel to the trash enclosure. Trash enclosures shall comply with the minimum requirements established by Section 8.12 of the PDMC.

97. All contractors and subcontractors shall have a current City of Palm Desert Business License before permit issuance per PDMC, Title 5.

98. All contractors and/or owner-builders must submit a valid Certificate of Workers' Compensation Insurance coverage before the issuance of a building permit per California Labor Code, Section 3700.

99. Address numerals shall comply with Palm Desert Ordinance No. 1351 (PDMC Section 15.28). Compliance with Ordinance 1351 regarding street address location, dimension, a stroke of line, distance from the street, height from grade, height from the street, etc., shall be shown on all architectural building elevations in detail. Any possible obstructions, shadows, lighting, landscaping, backgrounds, or other reasons that may render the building address unreadable shall be addressed during the plan

review process. The Applicant may request a copy of Ordinance 1351 or PDMC Section 15.28 from the Building and Safety Division counter staff.

**FIRE DEPARTMENT:**

100. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the Fire Department for review and approval. The water system shall be capable of delivering 1,500 GPM at 20 psi for a two-hour duration. Fire hydrant location and spacing shall comply with the fire code. Off-site (public) hydrants are required to be located next to the access walkways providing access to the property from Gerald Ford Drive and Technology Drive. (Reference the preliminary fire access site plan and the preliminary fire service water plan.) An approved water supply for fire protection during construction shall be made available before the arrival of combustible materials on-site. Reference 2019 California Fire Code (CFC) 507.5.1, 507.5.1, 3312, Appendices B and C.
101. Fire Department Access: Prior to building permit issuance, a fire access site plan shall be approved. The access roads shall be capable of sustaining 60,000 lbs. over two axels in all weather conditions. An approved access walkway shall be provided around the buildings. For ground ladder placement, the level grade shall be provided around the buildings for a minimum of eight (8) feet measured perpendicular from the exterior building walls. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1.
102. Requests for installation of traffic calming designs and devices on fire apparatus roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1.
103. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. An additional fire apparatus access road shall be provided to the site for Phase 1. The additional access point may be restricted to fire apparatus access only with approved Knox equipment installed for the gates. (Ref. CFC 503.1)
104. Construction Permits: Prior to the building permit issuance, building construction plans shall be submitted to the Office of the Fire Marshal for review and approval. Construction plans for solar photovoltaic power systems and electrical energy storage systems (ESS) shall be provided to the Office of the Fire Marshal for review and approval. (CFC 1206)
105. Fire Sprinkler System: All new commercial structures 3,000 square feet or larger shall be protected with a fire sprinkler system. All new apartment buildings shall be protected with fire sprinklers regardless of building size. Ref CFC 903.2.8 and CFC 903.2 as amended by the City of Palm Desert.

106. Fire sprinkler system risers shall not be obstructed in any manner. If a system riser is to be concealed by means of a wall, soffit, column, or other building construction, it shall be provided with 18-inch clearance to each side and to the front of the system riser. Access shall be provided by means of a door with the minimum dimensions of two (2) feet, six (6) inches in width by six (6) feet, and eight (8) inches in height from the exterior of the building directly to the riser as approved by the fire code official. (Ref. RVC Fire IB 06-07)
107. Fire Alarm and Detection System: A water flow monitoring system and/or the fire alarm system may be required and determined at the time of building plan review. (Ref. CFC 903.4, CFC 907.2 and NFPA 72)
108. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Electric gate operators shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus and remain in the fully open position for a minimum of 30 seconds. (Ref. CFC 506.1)
109. Addressing: All residential dwellings and commercial buildings shall display street numbers, building number/letter designators, and unit designators in a prominent location on the street side of the premises and additional locations as required. The premises shall have an illuminated diagrammatic representation of the actual site layout which shows the name of the complex, all streets, building designators, unit numbers, and fire hydrant locations within the complex. These directories shall be a minimum of four feet by four feet (4'x4') in dimension and located next to roadway access. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard No. 07-01.
110. Energy Systems: Construction plans for solar photovoltaic power systems and electrical energy storage systems (ESS) shall be provided to the Office of the Fire Marshal for review and approval. (CFC 1206)

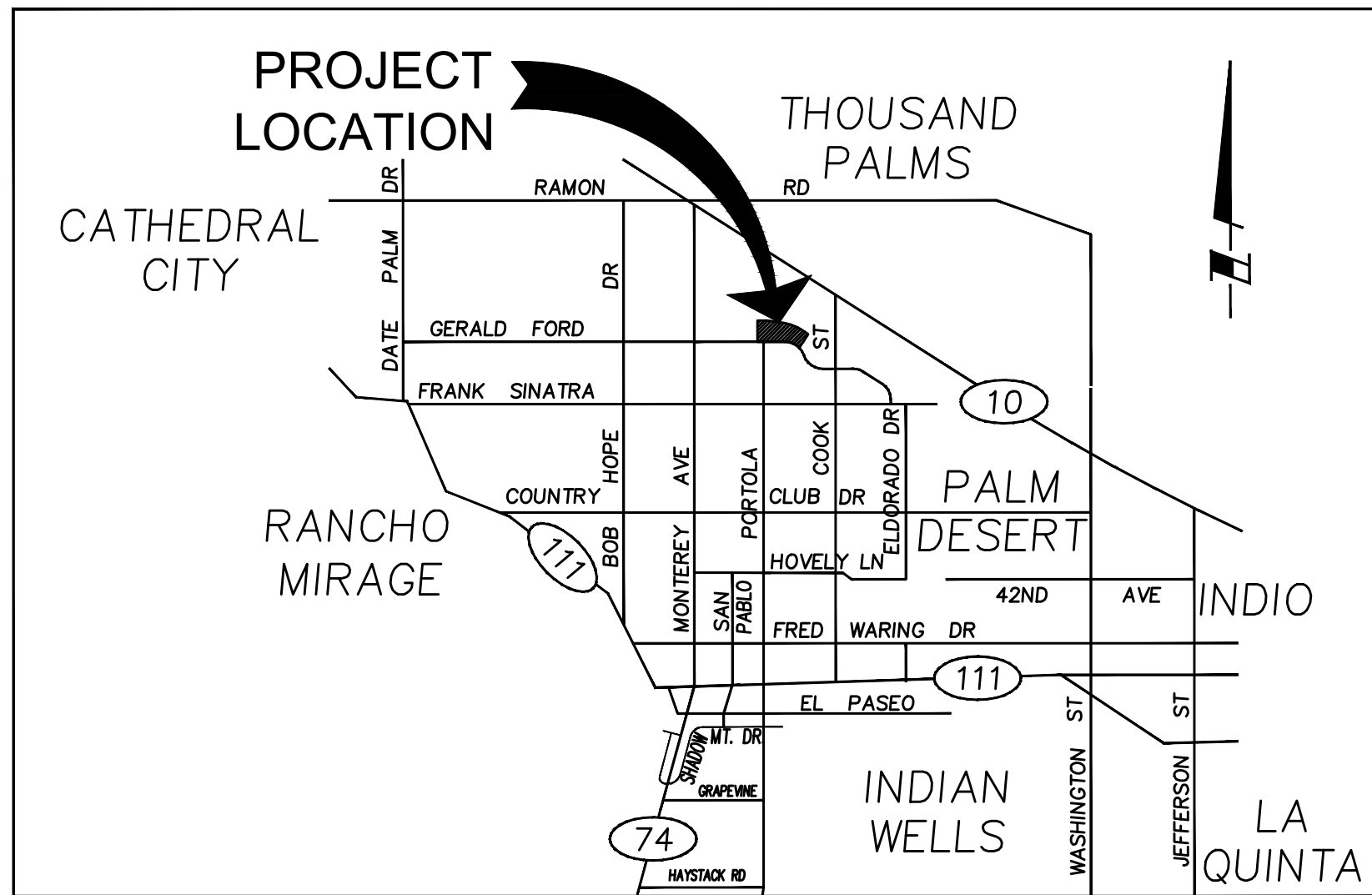
#### **END OF CONDITIONS OF APPROVAL**



IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TENTATIVE PARCEL MAP NO. 38366

PARCEL 8 OF PARCEL MAP NO. 36792 AS SHOWN BY MAP ON FILE IN BOOK 239 OF PARCEL MAPS, PAGES 9 THROUGH 15, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY  
PALM VILLAS AT MILLENNIUM



VICINITY MAP  
NOT TO SCALE

## GENERAL NOTES

### DATE OF SURVEY

SEPTEMBER 9, 2021

### ADDRESS

VACANT LAND, PALM DESERT, CALIFORNIA

### BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF GERALD FORD DRIVE BEING N89°56'08"W, AS SHOWN ON PARCEL MAP NO. 36792, P.M.B. 239/9-15.

### PARCEL 8 AREA

THE SUBJECT PARCEL 8 CONTAINS 10.00 ACRES.

### FLOOD ZONE NOTE

PEP FIRM MAP NO. 06065C1615G WITH AN EFFECTIVE DATE OF AUGUST 28, 2008, THE SUBJECT PROPERTY IS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

### ZONING NOTE

ZONING DATA OBTAINED FROM THE CITY OF PALM DESERT WEBSITE, THE SUBJECT PROPERTY IS ZONED "P.R.-22", PLANNING RESIDENTIAL.  
ELEVATIONS FOR THIS SURVEY ARE BASED ON CITY OF PALM DESERT BENCHMARK "CITY OF P.D. BM 101" HAVING AN ELEVATION OF 231.830 FEET.

### MONUMENT NOTE

● INDICATES FOUND MONUMENTS AS NOTED HEREON.

### SURVEYOR'S NOTES

M&R INDICATES "MEASURED AND RECORDED"  
SFN INDICATES "SEARCHED FOUND NOTHING"  
— INDICATES RESTRICTED ACCESS RIGHTS (SEE ITEM 14)

### RECORD DATA LEGEND

R1 INDICATES RECORD PER PARCEL MAP NO. 36792, P.M.B. 239/9-15  
R2 INDICATES RECORD PER PARCEL MAP NO. 34211-1, P.M.B. 230/100-103

### SURVEY PERFORMED BY:

GGI INC.  
1251 POMONA ROAD, SUITE 101  
CORONA, CA 92882  
(951) 340-0556  
MICHAEL NAVARRO, P.L.S. 7848  
LICENSE EXPIRES 12/31/2022  
EMAIL: MN6G@GSI.SURVEY.COM

### TOPOGRAPHY SOURCE

GGI INC.  
1251 POMONA ROAD, SUITE 101  
CORONA, CA 92882

TOPO SOURCE METHOD: CONVENTIONAL GROUND SURVEYING  
TOPO SOURCE DATE: OCTOBER 5, 2021

### UTILITY PROVIDERS

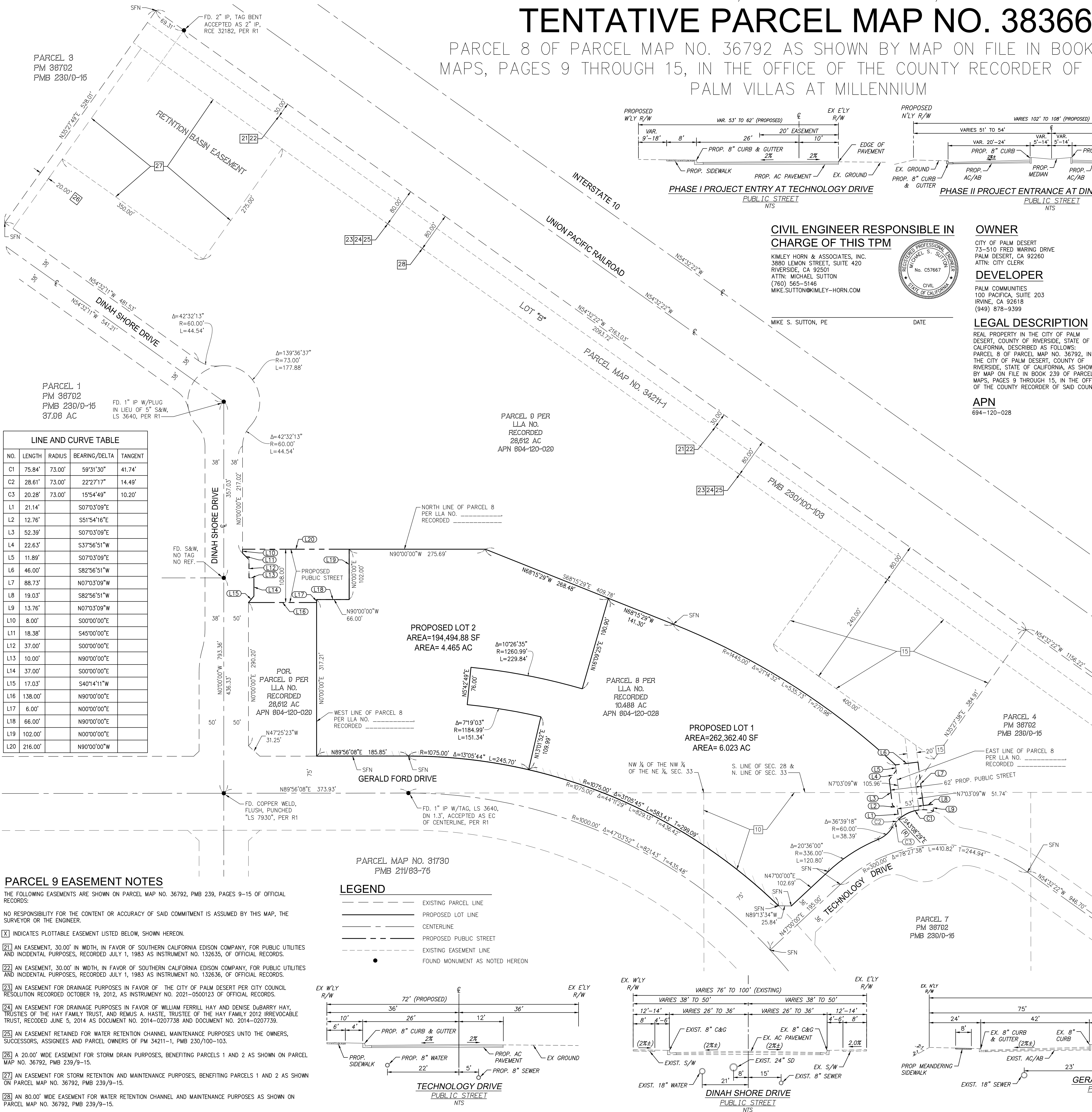
WATER & SEWER: COACHELLA VALLEY WATER DISTRICT  
CORNER AVENUE 52 & HIGHWAY 111  
COACHELLA, CA 92236  
(760) 398-2651  
GAS: SOUTHERN CALIFORNIA GAS COMPANY  
45-123 TOWN STREET  
INDIO, CA 92201  
(800) 427-2200  
ELECTRIC: SOUTHERN CALIFORNIA EDISON  
36100 CATHEDRAL CANYON  
CATHEDRAL CITY, CA 92234  
(760) 202-4286  
TELEPHONE: FRONTIER COMMUNICATIONS  
(877) 775-6373  
CABLE TV: SPECTRUM  
73170 DINAH SHORE DR.  
PALM DESERT, CA 92211  
(888) 892-2253

## TENTATIVE PARCEL MAP NO. 38366

### PALM VILLAS AT MILLENNIUM

AFFECTING PARCEL 8 OF PARCEL MAP NO. 36792  
CITY OF PALM DESERT

SCALE: 1"=80'  
DATE: 1/2022  
DESIGNED: RS  
CHECKED: MSS  
PLN CK REF: 3880 LEMON STREET, SUITE 420, RIVERSIDE, CA 92501  
PHONE: (951) 543-8868 WWW.KIMLEY-HORN.COM  
PROJ. 195246003  
SHEET 1  
OF 1 SHEETS  
DWG. NO.



LINE AND CURVE TABLE				
NO.	LENGTH	RADIUS	BEARING/DELTA	TANGENT
C1	75.84'	73.00'	59°31'30"	41.74'
C2	28.61'	73.00'	22°27'17"	14.49'
C3	20.28'	73.00'	15°54'49"	10.20'
L1	21.14'		S07°03'09"E	
L2	12.76'		S51°54'16"E	
L3	52.39'		S07°03'09"E	
L4	22.63'		S37°56'51"W	
L5	11.89'		S07°03'09"E	
L6	46.00'		S82°56'51"W	
L7	88.73'		N07°03'09"W	
L8	19.03'		S82°56'51"W	
L9	13.76'		N07°03'09"W	
L10	8.00'		S00°00'00"E	
L11	18.38'		S45°00'00"E	
L12	37.00'		S00°00'00"E	
L13	10.00'		N90°00'00"E	
L14	37.00'		S00°00'00"E	
L15	17.03'		S40°14'11"W	
L16	138.00'		N90°00'00"E	
L17	6.00'		N00°00'00"E	
L18	66.00'		N00°00'00"E	
L19	102.00'		N00°00'00"E	
L20	216.00'		N90°00'00"W	

## PARCEL 9 EASEMENT NOTES

THE FOLLOWING EASEMENTS ARE SHOWN ON PARCEL MAP NO. 36792, P.M.B. 239, PAGES 9-15 OF OFFICIAL RECORDS:

NO RESPONSIBILITY FOR THE CONTENT OR ACCURACY OF SAID COMMITMENT IS ASSUMED BY THIS MAP, THE SURVEYOR OR THE ENGINEER.

[X] INDICATES PLOTTABLE EASEMENT LISTED BELOW, SHOWN HEREON.

[21] AN EASEMENT, 30.00' IN WIDTH, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 1, 1983 AS INSTRUMENT NO. 132635, OF OFFICIAL RECORDS.

[22] AN EASEMENT, 30.00' IN WIDTH, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 1, 1983 AS INSTRUMENT NO. 132636, OF OFFICIAL RECORDS.

[23] AN EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE CITY OF PALM DESERT PER CITY COUNCIL RESOLUTION RECORDED OCTOBER 19, 2012, AS INSTRUMENT NO. 2021-0500123 OF OFFICIAL RECORDS.

[24] AN EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF WILLIAM FERRILL HAY AND DENISE DUBARRY HAY, TRUSTEES OF THE HAY FAMILY TRUST, AND REMUS A. HASTE, TRUSTEE OF THE HAY FAMILY 2012 IRREVOCABLE TRUST, RECORDED JUNE 5, 2014 AS DOCUMENT NO. 2014-0207738 AND DOCUMENT NO. 2014-0207739.

[25] AN EASEMENT RETAINED FOR WATER RETENTION CHANNEL MAINTENANCE PURPOSES UNTO THE OWNERS, SUCCESSORS, ASSIGNEES AND PARCEL OWNERS OF PM 34211-1, P.M.B. 230/100-103.

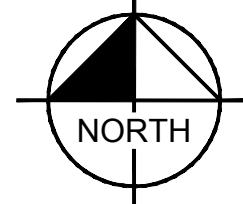
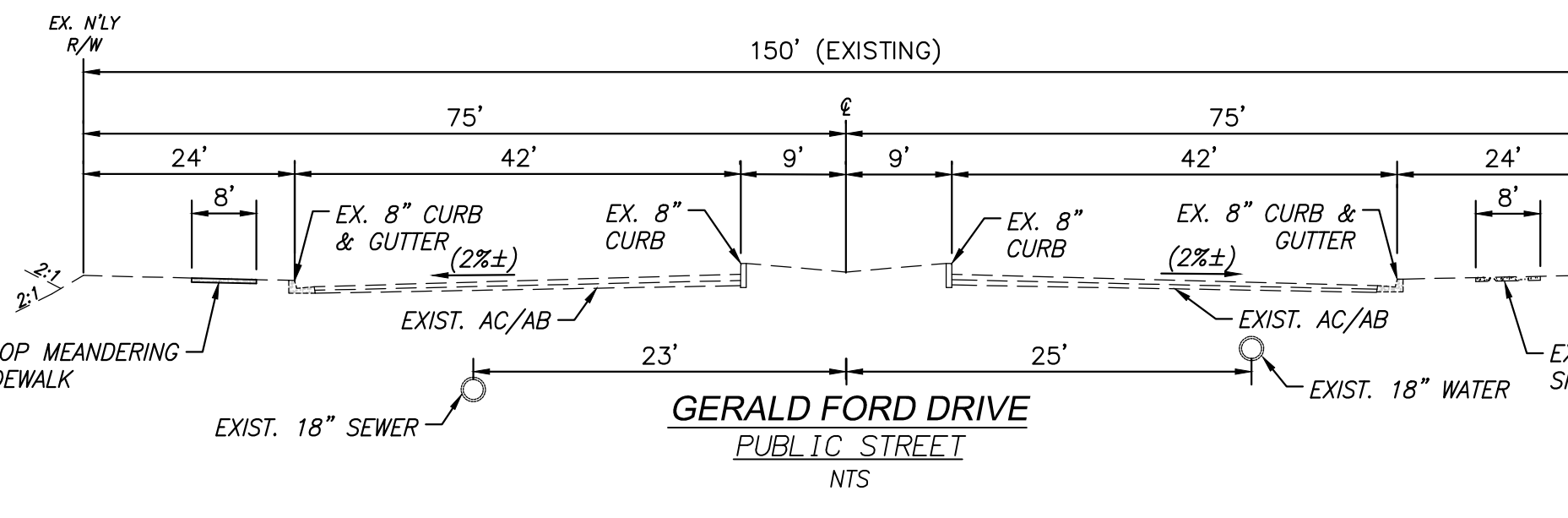
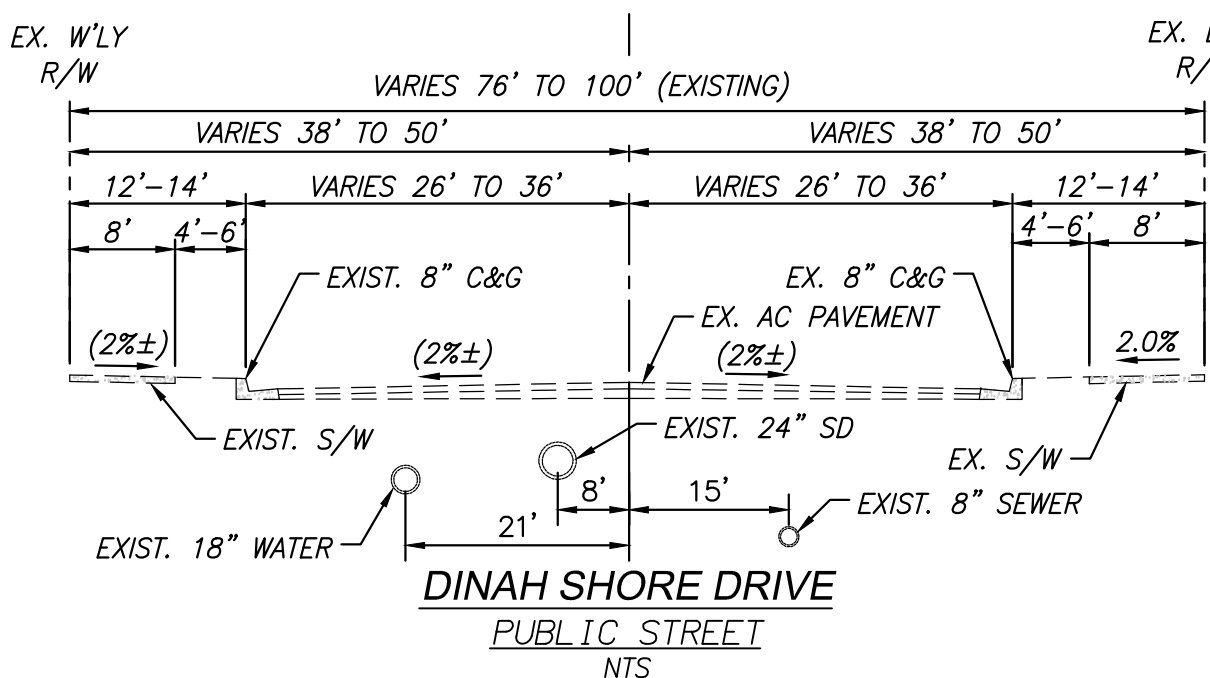
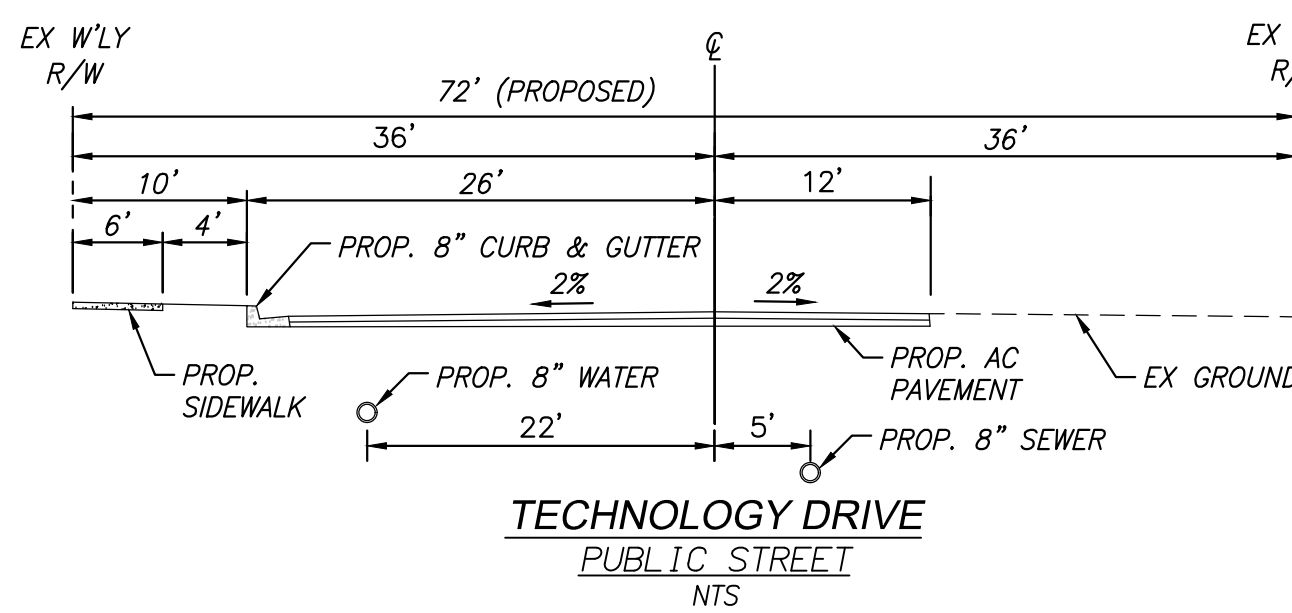
[26] A 20.00' WIDE EASEMENT FOR STORM DRAIN PURPOSES, BENEFITING PARCELS 1 AND 2 AS SHOWN ON PARCEL MAP NO. 36792, P.M.B. 239/9-15.

[27] AN EASEMENT FOR STORM RETENTION AND MAINTENANCE PURPOSES, BENEFITING PARCELS 1 AND 2 AS SHOWN ON PARCEL MAP NO. 36792, P.M.B. 239/9-15.

[28] AN 80.00' WIDE EASEMENT FOR WATER RETENTION CHANNEL AND MAINTENANCE PURPOSES AS SHOWN ON PARCEL MAP NO. 36792, P.M.B. 239/9-15.

## LEGEND

--- EXISTING PARCEL LINE  
--- PROPOSED LOT LINE  
--- CENTERLINE  
--- PROPOSED PUBLIC STREET  
--- EXISTING EASEMENT LINE  
● FOUND MONUMENT AS NOTED HEREON



GRAPHIC SCALE IN FEET  
0 40 80 160

REVISIONS	DATE	BY



PLANNING COMMISSION RESOLUTION NO. 2884

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PALM DESERT, CALIFORNIA, APPROVING A TWELVE-MONTH TIME EXTENSION FOR PRECISE PLAN 22-0003 AND TENTATIVE PARCEL MAP 38336 UNTIL OCTOBER 13, 2025  
CASE NO. PP 22-0003/TPM 38336 Extension No. 1

WHEREAS, the City Council of the City of Palm Desert, California, did on the 13<sup>th</sup> day of October 2022, adopt Resolution No. 2022-85, approving Precise Plan 22-0003 and Tentative Parcel Map 38336 for a 241-unit, multi-family affordable housing development community consisting of 10 three-story apartment buildings, one (1) two-story community building with two (2) on-site manager's units, outdoor recreation areas, landscaping, and associated parking areas on a 10.49-acre site on the northwest corner of Gerald Ford Drive and Technology Drive; and

WHEREAS, the original resolution for the Precise Plan and tentative map established a 24-month life and was set to expire on October 13, 2024; and

WHEREAS, a timely request was filed by Palms Communities, the authorized representative for the property owner, for an extension of Precise Plan 22-0003 and TPM 38336; and

WHEREAS, the original findings and Conditions of Approval in the entirety for Planning Case Nos. PP 22-0003 and TPM 38336 as stated in City Resolution No. 2022-85 are still applicable to the project and incorporated herein by reference; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on the 1<sup>st</sup> day of October 2024, consider the request by the property owner for approval of the above-noted extension of time request at a duly noticed public hearing; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the Planning Commission did find the following facts and reasons, which are outlined in the staff report exist to justify approval of said request; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

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

SECTION 1. Recitals. The Planning Commission hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Project Approval. The Planning Commission approves a twelve-month time extension for Planning Case Nos. Precise Plan 22-0003 and TPM 38336 from to October 13, 2025, subject to the Conditions of Approval attached hereto as Exhibit "A."

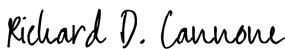
## PLANNING COMMISSION RESOLUTION NO. 2884

ADOPTED ON October 1, 2024

Signed by:  
  
FFBEE70589F54BC...

RON GREGORY  
CHAIRPERSON

ATTEST:

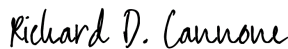
Signed by:  
  
37DB692259454EC...

RICHARD D. CANNONE, AICP  
SECRETARY

I, Richard D. Cannone, AICP, Secretary of the City of Palm Desert, hereby certify that Resolution No. 2884 is a full, true, and correct copy, and was duly adopted at a regular meeting of the Planning Commission of the City of Palm Desert on October 1, 2024, by the following vote:

AYES: GREGORY, GREENWOOD, HOLT, PRADETTO  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE  
RECUSED: DELUNA

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on October 11, 2024.

Signed by:  
  
37DB692259454EC...

RICHARD D. CANNONE, AICP  
SECRETARY

**PLANNING COMMISSION RESOLUTION NO. 2884**

**EXHIBIT A**

**CONDITIONS OF APPROVAL  
CASE NOS. PP22-0003/TPM 38336 EXTENSION OF TIME NO. 1**

**PLANNING DIVISION:**

1. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these Project Approvals for the Project, or the Project Approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. The Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. The Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of Project approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
2. The Applicant shall comply with the Conditions of Approval of the previously approved per City Council Resolution No. 2022-85, attached hereto as Exhibit "B" in their entirety. The Conditions of Approval are still applicable and valid and are incorporated herein by reference.
3. The Precise Plan 22-0003 and Tentative Parcel Map 38336 map will expire on October 13, 2025, unless an extension of time is granted by the City of Palm Desert's Planning Commission.

**END OF CONDITIONS OF APPROVAL**

## EXHIBIT B

### RESOLUTION NO. 2022-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, FINDING NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY UNDER THE STATE OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15183, AND APPROVAL OF A TENTATIVE PARCEL MAP (TPM) AND A PRECISE PLAN (PP) FOR A 241-UNIT MULTI-FAMILY (AFFORDABLE HOUSING) PROJECT ON A 10.49-ACRE SITE LOCATED AT THE NORTHWEST CORNER OF GERALD FORD DRIVE AND TECHNOLOGY DRIVE (CASE NOS. PP22-0003/TPM 38366/EA22-003)

WHEREAS, Palm Communities, a California Corporation (“Applicant”), submitted a TPM establishing two (2) parcels, a PP application for a 241-unit multi-family (affordable housing) development community consisting of 10 three-story apartment buildings, one (1) two-story community building with two (2) on-site manager’s unit, outdoor recreation areas, landscaping, and associated parking areas on a 10.49-acre site, including related off-site improvements (“Project”); and

WHEREAS, the Project site has a land use designation of Town Center Neighborhood (TCN) in the General Plan adopted November 10, 2016, and a zoning designation of Planning Residential 22 (PR-22) in Planning Area 8 High Density (10 acres), and Open Space in Planning Area 9 (0.49 acres) within the Millennium Palm Desert Specific Plan (MSP). The Director of Development Services has administrative authority to approve minor changes in Planning Areas boundaries that increase or decrease any Planning Area acreage by 15% or less; and

WHEREAS, under Section 21067 of the Public Resources Code, Section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Palm Desert’s (“City’s”) Local CEQA Guidelines, the City is the lead agency for the Project; and

WHEREAS, an Environmental Impact Report (EIR) was prepared and certified by the City Council as part of the Palm Desert General Plan (SCH# 2015081020); and

WHEREAS, the proposed Project is consistent with the development density and use characteristics considered by the General Plan EIR in the TCN land use designation; and

WHEREAS, on March 10, 2022, the City Council of the City of Palm Desert adopted the 2021-2029 Housing Element for the 6<sup>th</sup> Cycle, which allocates that the Project site provides a minimum of 240 units for affordable housing; and

WHEREAS, the Applicant has agreed to provide 239 units within the development at affordable levels for income-qualified persons and two (2) manager units as determined by a housing agreement and, as such, is eligible for a density bonus provided by AB 2222

(Government Code section 65915 et seq.) and Palm Desert Municipal Code Section (PDMC) 25.34.040; and

WHEREAS, the Applicant did, on July 15, 2022, enter into an Exclusive Negotiation Agreement (ENA) with the City of Palm Desert per Contract No. C41030C; and

WHEREAS, the Architectural Review Commission (ARC) of the City of Palm Desert, California, did on April 12, 2022, consider the request by the Applicant at its meeting and recommended approval with conditions to the Planning Commission of the above-noted Project request; and

WHEREAS, the Planning Commission of the City of Palm Desert, California, did on August 16, 2022, hold a duly noticed public hearing to consider the request by the Applicant and adopted Resolution No. 2817, recommending that the City Council approve the above-noted project request subject to the findings and Conditions of Approval; and

WHEREAS, the Applicant will enter into a housing agreement with the Palm Desert Housing Authority and Housing Agreement to secure a housing Density Bonus Request pursuant to Government Code Section; and

WHEREAS, State CEQA Guidelines Section 15183 (Public Resources Code §21083.3) provides that projects which are consistent with a Community Plan, General Plan, or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the Project or its site;” and

WHEREAS, the City Council of the City of Palm Desert, did on the 13<sup>th</sup> day of October 2022, hold a duly noticed public hearing, the City Council opened the public hearing, the City Council considered the request by the Applicant for the development of the affordable housing community and Tentative Parcel Map; and

WHEREAS, at the said public hearing, upon hearing and considering all testimony and arguments, if any, of all interested persons desiring to be heard, the City Council did find the following facts and reasons, which are outlined in the staff report, exist to justify approval of said request:

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

**SECTION 1. Recitals.** The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2. Findings on Tentative Parcel Map. Under PDMC Section 26.20.100(C), the findings for the tentative map are the following:

1. That the density of the proposed subdivision is not consistent with applicable general and specific plans.

*The proposed map has been reviewed and found to be consistent with the density standards of the TCN designation and the Millennium Palm Desert Specific Plan (MSP). The TCN zone allows densities between seven (7) and 40 units per acre. The MSP allows up to 22 dwelling units per acre in Planning Area 8. The Project proposes 23.5 dwelling units per acre. This density is consistent with the TCN designation and exceeds the MSP; however, is allowable as the Project is requesting a density bonus pursuant to Government Code 65915-65918 for providing affordable housing and is permitted to exceed the allowable zoning density.*

2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

*The design and improvement of the proposed subdivision are consistent with the applicable TCN requirements, circulation element requirements, and requirements of the MSP. The dedications for public right-of-way are consistent with the applicable circulation elements of the General Plan and Specific Plan. The proposed vehicle access points are consistent with the MSP.*

3. That the site is not physically suitable for the type of development.

*The site is physically suitable for the proposed multi-family housing development. The site has suitable access, grading, drainage, and zoning to allow the proposed development.*

4. That the site is not physically suitable for the proposed density of development.

*The site is physically suitable for the proposed density of development. The allowable density for the site has been evaluated by the General Plan. The Applicant has prepared the appropriate technical studies to assess that the site is physically suitable to develop.*

5. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

*The design of the subdivision and proposed improvements will not cause damage or substantially injure wildlife habitat. The subject property is in an urbanized area of Palm Desert and is adjacent to major roadways, including Gerald Ford Drive. The site is vacant and surrounded by residential development to the west and commercial development to the east. A biological assessment of the site was*

*prepared for the MSP and did not identify suitable habitats for wildlife that could be damaged or affected as a result of the development of the Project. Ground disturbing activities for the development of the Project shall comply with the Migratory Bird Treaty Act, as well as preparation of a burrowing owl survey prior to ground-disturbing activities, and prior to the removal of vegetation or tree removal shall ensure no habitat is damaged.*

6. That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

*The design of the subdivision is not likely to cause serious health problems. The Project is not located within a hazardous area that would be subject to flooding, liquefaction, landslide, fault zones, or other natural hazards. The Project does not generate adverse effects that would cause public health problems. Ground disturbing activities are conditioned to prepare plans to control fugitive dust. The access locations to the subdivision have been evaluated in accordance with the MSP and will not adversely affect public health.*

**SECTION 3. Density Bonus Findings.** Pursuant to California Government Code 65915 and PDMC Section 25.34.040, in exchange for the dedication of a minimum percentage of the Project's base units for affordable housing, the Project is eligible for concessions, including density increase, reduction in parking, and a waiver to allow relief from development standards for stormwater retention. The Applicant is restricting a minimum of 10% of the base density, or 24 units, as very low-income units to receive up to two incentives, waivers, and/or concessions. The Project includes a five percent (5%) density increase (10 units) above the allowed maximum allowed density of 22 dwelling units per acre (du/ac) allowed by the MSP to Government Code Section 65915. The Applicant will utilize Government Code Section 65915(p)(1) to provide parking for the Project at a rate of one (1) parking space per each one-bedroom unit and 1.5 parking spaces per each two- and three-bedroom units for a total of 350 on-site parking spaces. The Applicant is requesting a design concession to increase the infiltration rate of the stormwater basins to modify the design, as accepted by the City Engineer, in order to accommodate the proposed project density. The requested density bonus concessions are consistent with the requirements of the City's local ordinances and state law. The Applicant shall enter into a housing agreement to ensure the units remain affordable to qualified households. Staff finds that the requested concessions are necessary to provide for affordable housing and will not result in damage to public health or the physical environment or affect any real property that is listed in the California Register of Historical Resources. Additionally, the concessions are not contrary to state or federal law.

**SECTION 4. CEQA Findings.** The application has complied with the requirements of the "City of Palm Desert Procedure for Implementation of CEQA" Resolution No. 2019-41, in that the Director of Development Services has determined that the Project is consistent with the approved General Plan and MSP and that other project-specific impacts were evaluated in the approval of the MSP and that no further environmental review is required under State CEQA Guidelines 15183. CEQA Guidelines Section 15183 allows for a streamlined environmental review process for projects, which are consistent

with the development density established by existing zoning, community plan, or General Plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the Project or its sites. If the above qualifications are met, as stated in Section 15183(b), "a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis: (1) are peculiar to the Project or the parcel on which the Project would be located, (2) were not analyzed as significant effects in a prior EIR on the zoning action, General Plan or community plan, with which the Project is consistent, (3) are potentially significant off-site impacts, and cumulative impacts which were not discussed in the prior EIR prepared for the General Plan, community plan or zoning action, or the Project's CEQA Section 15183 Analysis (4) are previously identified significant effects which, as a result of substantial new information, which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR." This document has been prepared to satisfy the requirements of CEQA Guidelines Section 15183. It analyzes the potential environmental effects of the proposed Project and evaluates whether they were adequately analyzed in a prior EIR such that the above-identified streamlining criteria apply. The Project is consistent with the Palm Desert General Plan Update (General Plan Update), for which an EIR (SCH No. 2015081020) was certified. The General Plan Update provides a framework for future growth of the City and projects the development reasonably expected to occur during the buildout period. The Genal Plan Update EIR analyzed the environmental impacts associated with the adoption and implementation of the General Plan Update. The proposed Project is permitted in the zoning district where the Project site is located and consistent with the land uses, density, and vision of the General Plan Update.

SECTION 5. Project Approval. The City Council approves Precise Plan 22-0003 and Tentative Parcel Map 38366.

SECTION 6. Approval. The City Council approves and adopts the Project, subject to the Conditions of Approval attached hereto as Exhibit "A."

ADOPTED ON OCTOBER 13, 2022.




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JAN C. HARNIK  
MAYOR

ATTEST:




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ANTHONY J. MEJIA  
CITY CLERK

Resolution No. 2022-85

Page 6

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, hereby certify that Resolution No. 2022-85 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 October 13, 2022, by the following vote:

AYES: JONATHAN, KELLY, NESTANDE, AND HARNIK  
NOES: NONE  
ABSENT: QUINTANILLA  
ABSTAIN: NONE  
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on Oct 25, 2022.

  
Anthony Mejia [Oct 25, 2022 10:54 PDT]

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ANTHONY J. MEJIA  
CITY CLERK

**EXHIBIT “A”****CONDITIONS OF APPROVAL  
CASE NOS. PP22-0003/TPM 38366****PLANNING DIVISION:**

1. The development of the property shall conform substantially with exhibits on file with the Development Services Department, as modified by the following conditions.
2. The Applicant agrees that in the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any of the procedures leading to the adoption of these Project Approvals for the Project, or the Project Approvals themselves, the Developer and City each shall have the right, in their sole discretion, to elect whether or not to defend such action. Developer, at its sole expense, shall defend, indemnify, and hold harmless the City (including its agents, officers, and employees) from any such action, claim, or proceeding with counsel chosen by the City, subject to the Developer's approval of counsel, which shall not be unreasonably denied, and at the Developer's sole expense. If the City is aware of such an action or proceeding, it shall promptly notify the Developer and cooperate in the defense. The Developer, upon such notification, shall deposit with City sufficient funds in the judgment of the City Finance Director to cover the expense of defending such action without any offset or claim against said deposit to assure that the City expends no City funds. If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect the information under the joint defense privilege recognized under applicable law. As part of the cooperation in defending an action, City and Developer shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Developer and City shall each have sole discretion to terminate its defense at any time. The City shall not settle any third-party litigation of Project Approvals without the Developer's consent, which consent shall not be unreasonably withheld, conditioned, or delayed unless the Developer materially breaches this indemnification requirement.
3. The development of the property described herein shall be subject to the restrictions and limitations set forth herein, which are in addition to the approved development standards listed in the PDMC, and state and federal statutes now in force, or which hereafter may be in force.
4. The PP shall expire if construction of the said Project shall not commence within two (2) years from the date of final approval unless an extension of time is granted by the Palm Desert Planning Commission; otherwise, said approval shall become null, void, and of no effect whatsoever.
5. The PP approval is for a two-phase, 241-unit apartment development, however, may be constructed as a single phase in the future:

- A. Phase 1 consists of 121 apartment units, a community building, facilities, a common area, and related on-site and off-site improvements (including the temporary access to Dinah Shore Drive).
  - B. Phase 2 consists of 120 apartment units, facilities, the remaining common area, and related on-site and off-site improvements.
6. The approved PP shall only be modified with written City approval per PDMC Chapter 25.72.030. Any proposed changes to this PP will require an amendment to the application, which may result in a new public hearing.
7. All construction documentation shall be coordinated for consistency, including, but not limited to, architectural, structural, mechanical, electrical, plumbing, landscape and irrigation, grading, and street improvement plans. All such plans shall be consistent with the approved entitlement plans on file with the Development Services Department.
8. The Applicant shall execute a written acknowledgment to the Planning Division stating acceptance of and compliance with all the Conditions of Approval of Resolution No. 2817 for PP22-0003 and TPM 38366 and that the plans submitted are in compliance with the Conditions of Approval. No modifications shall be made to said plans without written approval from the appropriate decision-making body.
9. Prior to issuance of a building permit for construction of any use or structure contemplated by this approval, the Applicant shall first obtain permits and or clearance from the following agencies:  
  
Coachella Valley Water District (CVWD)  
Public Works Department  
Fire Department  
Building and Safety Division  
  
Evidence of said permit or clearance from the above agencies shall be presented to the Building & Safety Division at the time of issuance of a building permit for the use contemplated herewith.
10. This Project is subject to payment of the City's Public Art fee. The fee will be applied at the time of a building permit issuance and shall remain in the City's public art fund.
11. Final lighting plans shall be submitted per PDMC Section 24.16 for any landscape, architectural, street, or other lighting types within the Project area.
12. All exterior lighting sources shall be fully shielded and directed downwards and is subject to approval by the Development Services Department. Luminaries with total lamp lumens above 16,000 lumens shall not be used.

13. Access to trash and service areas shall be placed so as not to conflict with parking areas. Said placement shall be approved by the applicable waste company and the Development Services Department and shall include a recycling program and organic waste programs as required by law.
14. Final landscape and irrigation documents shall be prepared by a landscape architect registered with the State of California and shall be submitted to the Development Services Department and the CVWD for review and approval. All sheets shall be signed by the landscape architect and shall include the license number and the expiration date. The landscape plan shall conform to the preliminary landscape plans prepared as part of this application and shall include dense plantings of landscape material. All plants shall be a minimum of five (5) gallons in size, and all trees shall be a minimum 24-inch box in size.
  - A. The Applicant shall submit final landscape construction plans to the Palm Desert Development Services Department for review and acceptance prior to submittal to CVWD.
15. All Project irrigation systems shall function properly, and landscaping shall be maintained in a healthy and thriving condition. The maintenance of landscaping and the irrigation system shall be permanently provided for all areas of the Project site, as well as walkways and the portion of public right-of-way abutting the Project site (parkways). Furthermore, the plans shall identify responsibility for the continued maintenance.
16. Prior to the issuance of the Certificate of Occupancy, the Project landscape architect shall submit written verification to the Planning Division that the landscaping and irrigation have been installed per the approved landscape plan.
17. All exterior equipment and all appurtenances thereto shall be completely screened from public view by walls or roof screens that are architecturally treated to be consistent with the building. The final construction plans shall include appropriate drawings demonstrating how such equipment is to be screened from view. No rooftop equipment shall be permitted.
18. All roof drainage systems and devices shall be designed such that they are fully screened from view from all public streets. Drainage devices, including but not limited to down-spouts, shall not be located on any street-facing building elevation or area that is clearly visible from the public right-of-way. Drainage devices shall be fully integrated into the building structure.
19. All ground-mounted utility structures including, but not limited to, transformers, HVAC equipment, and backflow prevention valves shall be located out of view from any public street or adequately screened using landscaping and/or masonry walls.
20. Exterior building elevations showing building wall materials, roof types, exterior colors, and appropriate vertical dimensions, shall be included in the development construction drawings.

21. The Applicant shall construct the pedestrian circulation network as shown on the approved preliminary site plan.
22. All roof access ladders shall be located on the inside of the building.
23. All parking spaces shall be clearly marked with white or yellow paint or other easily distinguished material. Except as required by state and ADA requirements, all markings shall be a minimum four-inch (4") wide double ("hairpin" style) stripe designed to provide 18 inches measured outside to outside under City Council Resolution No. 01-5.
24. The Applicant shall provide a minimum of on-site parking spaces per Government Code Section 65915(p)(1), per the State Density Bonus law. The Applicant shall provide covered parking to ensure each Phase of development provides each unit with a minimum of one (1) covered parking stall.
25. The Applicant shall comply with the recommendations made by the City's ARC, as referenced on the April 22, 2022, Notice of Action for the April 12, 2022, meeting.
26. The Applicant or any successor in interest shall comply with all applicable local, state and federal laws, and regulations.
27. A copy of the herein-listed Conditions of Approval shall be included in the construction documentation package for the Project, which shall be continuously maintained on-site during Project construction.
28. Prior to permit issuance, the Applicant shall submit plans for the final design of all site walls subject to review and approval by the Palm Desert Development Services Department. The design of the walls shall be consistent with the height, material, and design (smooth plaster finish, pilaster, and cap) on the approved conceptual landscape plan.
  - A. The Applicant shall incorporate noise abatement measures into the Project, including the construction of an eight-foot-tall (8') and six-foot (6') sound walls, as identified by the REC-1 of Project Acoustical Assessment dated December 2021.
  - B. The Applicant shall provide pedestrian access points to Gerald Ford Drive and along the northern property boundary. The design of these access points shall include a decorative gate, pilasters, decorative cap, and arbors.
  - C. The interim fencing between Phase 1 and Phase 2 shall consist of windscreen fencing. The fencing shall be removed upon commencement of Phase 2. The windscreen fencing shall be placed along the western boundary of Phase 1 and the northern boundary of Phase 2 and shall remain in place and maintained until the commencement of Phase 2. The temporary windscreen fencing shall be constructed per Section 304-3 of the Standard Specifications for Public Works Construction. The fence shall

have an overall height of six (6) feet measured from the top of the grade. The chain link fabric shall be nine (9) gauge, two inches (2") galvanized material. The fence shall include a top rail and an 88% opacity, tan, knitted, High-Density Polyethylene windscreen. Fence post footings shall be 12" in diameter and 36" in depth for end posts and eight inches (8") in diameter and 36" in depth for line posts.

- D. The Applicant shall provide a detailed construction plan for all access gates to staff prior to permit issuance.
  - E. All ground-mounted HVAC shall be screened by a minimum 42" low wall or greater to screen the equipment. The design of the wall shall be consistent with site walls and as shown on the approved preliminary landscape plans.
29. The Applicant shall construct the pedestrian circulation network as shown on the approved preliminary site plan.
  30. All mitigation measures identified in the CEQA Environmental Assessment and Initial Study shall be incorporated into the planning, design, development, and operation of the Project.
  31. The Applicant shall incorporate all noise abatement measures as recommended by the Project Acoustical Assessment dated December 2021.
  32. All monument signage shall be subject to review and approval by the Development Services Department and shall substantially conform with the exhibits approved by the ARC.
  33. The Applicant shall remove temporary facilities, including temporary access, signage, and fencing prior to commencement of Phase 2.
  34. The Applicant shall comply with all Conditions of Approval of City Council Resolution 2015-15 except as modified herein.
  35. The Applicant shall incorporate all mitigation measures identified by the MSP Mitigated Negative Declaration.
  36. The Applicant shall incorporate all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the Plan Desert General Plan EIR (SCH# 2015081020).
  37. The Applicant shall provide payment for filing fees for the Notice of Exemption within five (5) days of the City Council's approval.
  38. The Applicant shall enter into a Housing Agreement (HA) with the City agreeing to make 100% of the Project affordable providing all units to extremely low, very low, and low-income households. The HA will create such conditions, covenants, restrictions, liens, and charges in favor of the City upon and subject to which the Project shall be occupied, leased, and rented. The provisions of the HA shall run with title to each and every portion of the Apartment Site and the Project and shall inure

to and pass with each and every portion thereof and shall apply to and bind any successors-in-interest of Owner for a minimum period of 55 years from the date on which the City issues the Certificate of Occupancy for the Project. The HA shall be signed and completed by both the City and the Applicant prior to issuance of a Building Permit.

39. The Applicant shall construct a swimming pool within the central amenity area in conjunction with Phase 1 of the project. The swimming pool shall be constructed prior to the issuance of a Certificate of Occupancy for Building A (Community Building). The size of the pool shall be adequately sized to serve residents of the project at full build-out.
40. The Applicant shall construct shade structures to fully shade picnic areas and playground equipment located within the central amenity area. At a minimum, this shall include:
  - A. Phase 1:
    - i. One (1) shade structure for playground equipment
    - ii. Two (2) shade structures for picnic area.
  - B. Phase 2:
    - i. Two (2) shade structures for picnic area.
41. The Applicant shall provide a minimum of 32 washers and 32 dryer machines within laundry facilities for the development. Half of the laundry facilities shall be provided with Phase 1.
42. The Applicant shall enter into a Disposition Development Loan Agreement (DDLA) with the City of Palm Desert and Palm Desert Housing Authority.
  - A. The DDALA shall provide Temporary Easement Agreements for interim access improvements across Parcel 2. The Applicant shall execute agreements providing for reciprocal access for common area usage, maintenance, and drainage facilities between Parcel 1 and Parcel 2.

#### **LAND DEVELOPMENT DIVISION/PUBLIC WORKS DEPARTMENT:**

43. The following plans, studies, and exhibits are hereby referenced: TPM 38366, prepared by Kimley Horn and dated January 2022; Preliminary Grading and Utility Plan Phase 1, prepared by Kimley Horn and dated March 2022; Preliminary Grading & Utility Plan Phase 2, prepared by Kimley Horn and dated March 2022.
44. It is assumed that easements shown on the preliminary grading exhibit are shown correctly and include all the easements that encumber the subject property. A current preliminary title report for the site will be required to be submitted during technical plan review. The Applicant shall secure approval from all, if any, easement holders for all grading and improvements, which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated,

abandoned, easement holder cannot be found, or is otherwise of no effect. Should such approvals or alternate actions regarding the easements not be provided and approved by the City, the Applicant may be required to amend or revise the proposed site configuration as may be necessary.

45. It is understood that the conceptual exhibits correctly show acceptable centerline elevations, all existing easements, traveled ways, and drainage courses with appropriate Qs and that an omission or unacceptability may require the Applicant to amend or revise the site plan as may be.
46. All private streets and common areas will be permitted as shown on the conceptual exhibit subject to these Conditions of Approval and the Applicant providing adequate provisions, by means of a homeowners' association (HOA) or another equivalent responsible mechanism as approved by the City Engineer and City Attorney, for the continued and perpetual maintenance of these streets, common areas, and on-site post-construction Best Management Practices (BMPs) to the satisfaction of the City Engineer and City Attorney.
47. The Applicant shall pay all signalization fees per the City's Resolution Nos. 79-17 and 79-55.
48. Prior to map approval, the Applicant shall pay all appropriate drainage fees per PDMC Section 26.49.050 and Palm Desert Ordinance No. 653.
49. The Applicant shall pay all appropriate park fees per PDMC Section 26.48.060.
50. The Applicant shall comply with Pam Desert Ordinance No. 843, Section 24.20 Stormwater Management and Discharge.
51. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by the respective utility purveyor.
52. Prior to a grading permit, the Applicant shall prepare a final grading plan for the site. No grading or other improvements shall be permitted until a final grading plan has been approved by the City Engineer. Grading plans and all grading shall conform to the approved Conceptual Grading Plan, the California Building Code, PDMC Title 27 Grading, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
53. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities exceed the street capacity, the Applicant shall provide adequate drainage facilities and/or appropriate easements as approved by the City Engineer.
54. The grading plan shall provide for the protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.

55. Pad elevations, as shown on the conceptual exhibit, are subject to review and modification per Chapter 27 of the PDMC.
56. Prior to approval of the grading plan, the Applicant shall prepare a detailed final flood hazard/hydrology and hydraulics report for approval of the City Engineer.
57. Prior to approval of the grading plans, the Applicant shall provide the City Engineer with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board or a letter from either agency stating that the NOI has been filed.
58. The Applicant shall submit a final Hydrology and Hydraulics Report for the entire site. The report shall comply with all relevant laws, rules, and regulations governing the City of Palm Desert.
59. All drainage and storm drain improvements shall be designed per PDMC Title 24, Riverside County Flood Control and Water Conservation District's standards for the Drainage Element of the Palm Desert General Plan, and all other relevant laws, rules, and regulations governing grading in the City of Palm Desert.
60. Prior to the issuance of a grading permit, the Applicant shall submit a PM10 application for review and approval. The Applicant shall comply with all provisions of PDMC Section 24.12 regarding Fugitive Dust Control.
61. Prior to the issuance of a grading permit, the Applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) for review and approval from the Land Development Division.
62. Where grading involves import or export, the Applicant shall obtain permits from the Public Works Department, including import/export quantities and hauling route.
63. It shall be the sole responsibility of the Applicant to obtain any and all proposed or required easements and/or permissions necessary to perform the grading shown on the tentative grading plan exhibit. Proof shall be provided to the Land Development Division prior to the issuance of a grading permit.
64. Prior to a grading permit and if grading is required off-site, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.
65. Prior to the issuance of a grading permit, the Applicant shall submit a signed and notarized WQMP Operations and Maintenance Agreement to the City. The agreement shall provide for the maintenance and operation of open space areas, common spaces such as parking lot and recreational facilities, trash disposal for common areas, and water quality BMP facilities, by either the property owner's association or the owners of each individual lot or unit as tenants in common.

66. Prior to the issuance of a grading permit and in compliance with the PDMC Section 27.24, the Applicant shall enter into an agreement and post financial security guarantee for all grading work related to this Project.
67. Prior to the issuance of a grading permit, the Applicant shall submit for review and approval of the City Engineer a final Geotechnical Report that includes project-specific recommendations.
68. Upon completion of grading, the Project' Geotechnical Engineer shall certify the completion of rough grading in conformance with the approved grading plans and the recommendations of the geotechnical report approved for this project. A licensed land surveyor shall certify the completion of grading in conformance with the lines and grades shown on the approved grading plans.
69. It is assumed that the grading and the provisions for water quality management shown on the conceptual grading exhibit can comply with all requirements for a Final Water Quality Management Plan (F-WQMP), without substantial change from that shown. Prior to the approval of the grading plan, the landowner shall prepare, or cause to be prepared, a Final WQMP in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCFC&WCD) Whitewater River Watershed area for approval of the City Engineer.
70. The Applicant shall submit a final Water Quality Management Plan. The report shall comply with all relevant laws, rules, and regulations governing in the City of Palm Desert.
71. All post-construction BMPs shall be designed based on the City of Palm Desert's maximum infiltration criteria of one (1) inch/hour unless otherwise approved by the City Engineer for which an alternate of two (2) inches/hour has been specifically approved for this Project.
72. Prior to the issuance of a grading permit, the Applicant shall submit plans for review and approval to the City Engineer for all public improvements, including but not limited to street and roadway improvements and landscape and irrigation improvements.
73. Prior to the issuance of an encroachment permit, for public improvements and/or map recordation, whichever comes first, the Applicant shall enter into an agreement and post financial security guarantee for the construction of all off-site/public improvements per Section 27.24 of the PDMC. The form and amount of the financial security shall be reviewed and approved by the City Engineer. The Applicant shall guarantee all improvements for a period of one (1) year from the date of final acceptance, and the improvement guarantee shall be backed by a bond or cash deposit in the amount of 10% of the surety posted for the improvements.
74. Prior to the map recordation, the Applicant shall submit improvement plans for Dinah Shore Drive and the proposed access road to the site. The Applicant is responsible

for the construction and installation of improvements for Dinah Shore Drive per the following:

- A. Prior to the issuance of a building Certificate of Occupancy for the first building of Phase 1 of the development, the Applicant shall construct parkway improvements along site frontage and along the proposed access road ("Proposed Public Street" on TPM exhibit) to Dinah Shore Drive; including sidewalk, curb and gutter, and landscape and irrigation improvements, as approved by the City Engineer.
  - B. Prior to the issuance of a building Certificate of Occupancy for the last building of Phase 1 of the development, the Applicant shall complete improvements for the proposed access road and intersection improvements for Dinah Shore Drive and the proposed access road to the site intersection; including Americans with Disabilities Act (ADA) compliant curb ramps, signing and striping, pedestrian, and bicycle facilities.
  - C. The Applicant shall provide one (1) driveway to provide access for Phase 1 and Phase 2 of the development to the proposed access road to Dinah Shore Drive. The location and design shall be per the approved conceptual exhibits and the Palm Desert Standard Drawings and Specifications.
  - D. The Applicant shall provide a second emergency vehicle-only access for Phase 2 to the proposed access road to Dinah Shore Drive.
  - E. The Applicant shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.
75. Technology Drive is identified in the MSP as a Collector Street with a 72-foot ultimate right-of-way, looping from the existing intersection with Gerald Ford Drive to a northwesterly intersection with Gerald Ford Drive adjacent to the project site. If ultimate improvements for Technology Drive are not present at the time of project construction, the Applicant shall provide interim intersection improvements, as described on these Conditions of Approval, and approved by the City Engineer, to provide access from the site to Gerald Ford Drive.
76. If interim intersection improvements are applicable per Condition of Approval No. 69, prior to the issuance of an encroachment permit for public improvements and/or map recordation, whichever comes first, the Applicant shall submit improvement plans for Technology Drive/Site Access - Gerald Ford Drive interim improvements, which include:
- A. Curb adjacent landscape and irrigation improvements along the site frontage.
  - B. Sidewalk along the site frontage and around the westerly side of the Technology Drive roundabout.
  - C. Roadway improvements for half-width of the street plus 12 feet.
  - D. Fire Department and City approved turnaround for vehicles at Technology Drive and project access drive intersection.
  - E. Separate signing and striping plans.
  - F. All plans shall show, as reference only, all existing and proposed utility connections. Utility plans shall be processed and approved by CVWD.

77. Prior to the map recordation, the Applicant shall submit improvement plans for Gerald Ford Drive. The Applicant is responsible for the construction and installation of improvements for Gerald Ford Drive, including, but not limited to:
  - A. The Applicant shall construct parkway improvements along site frontage, including landscape and irrigation improvements along Phase 1 and meandering sidewalk from the northerly intersection with Technology Drive to the intersection with Dinah Shore Drive.
  - B. Prior to the issuance of the building Certificate of Occupancy for the first building of the development, the Applicant shall construct parkway improvements along site frontage, including sidewalk, and landscape and irrigation improvements, as approved by the City of Palm Desert Planning Division.
  - C. The Applicant shall be responsible for repairs to the existing curb and gutter along the project frontage, as needed and required by the City Engineer.
  - D. If not in place at the time of project construction, the Applicant shall provide for the installation of a streetlight at the northerly intersection of Gerald Ford Drive and Technology Drive.
78. Prior to the map recordation, the Applicant shall provide a full-scale signing and striping improvement plan for Dinah Shore Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
79. Prior to the map recordation, the Applicant shall provide a full-scale signing and striping improvement plan for Gerald Ford Drive as a separate set of plans from street improvement plans for review and approval of the City Engineer. Signing and striping plans shall show existing improvements and modifications including, but not limited to, bike lanes, roundabout(s), travel lanes, pavement markings, turning arrows, etc.
80. The Applicant shall provide a private easement for reciprocal access between proposed Lot 1 and Lot 2 of the subdivision. If rights are reserved outside the final parcel map, proof of recorded document shall be provided to the City Engineer prior to Final Parcel Map recordation.
81. The Applicant shall provide drainage easement for proposed Lot 2 over proposed Lot 1 of the subdivision. If rights are reserved outside the Final Parcel Map, proof of recorded document shall be provided to the City Engineer prior to Final Parcel Map recordation.
82. Prior to map approval, covenants, conditions, and restrictions (CC&Rs) related to this development shall be submitted to the City for review and approval of the City Engineer.

83. Abutter's rights along Parcel 8 of Parcel Map No. 36792 shall be perpetuated on the final map.
84. Prior to the map recordation, the Applicant shall enter into a subdivision improvement agreement and post financial securities with the City for the required public improvements. The form and amount of the financial security shall be reviewed and approved by the City Engineer and comply with PDMC Section 26.28.030 and Section 26.28.040.
85. Prior to the map recordation, the Applicant shall submit grading and improvement plans for all private (on-site), improvements for review and approval of the City Engineer. Signing and striping shall be part of the plans and shall include stop signs and stop bars for vehicles exiting the development via the approved driveways.
86. Prior to the issuance of a building permit, the Applicant shall provide the City's Land Development Division with a copy of the Fire Department clearance for the secondary access road. Access road shall be designed and constructed per the Fire Department standards and shall be clearly shown and identified on the project grading plans.
87. Prior to a building final inspection, the Applicant is responsible for the completion of construction of all grading and improvements for which plans are required and shall comply with all requirements within the public and private road right-of-ways.
88. Modifications, if any, to approved plans shall be submitted to the City for review as delta revisions and will require approval of the City Engineer.
89. The Applicant shall be responsible for the erosion and dust control of the entire site, including both Phase 1 and Phase 2 of the project. Prior to issuance of a grading permit, the Applicant shall provide for review and approval by the City Engineer, a Phase 2-specific soil stabilization plan which shall include specifications for soil binder, and a cost estimate for the cost of installation and upkeep of the erosion and dust control improvements for a until the completion of construction of Phase 2.
90. Prior to issuance of a grading permit, the Applicant shall provide the City a cash bond for the Phase 2-specific soil stabilization plan per the approved cost estimate. The bond shall be held by the City until such time that Phase 2 of the site is developed. In the event that the implemented erosion and dust control measures fail and/or are determined to be insufficient by the City Engineer, the City may use the bond in order to place appropriate BMPs.
91. Prior to the start of the grading activities, the Applicant shall install all erosion and dust control mechanisms for the site, Phase 1 and Phase 2. For Phase 2 of the site, the Applicant is responsible for the soil stabilization as approved by the City Engineer.

**BUILDING AND SAFETY DIVISION:**

92. This project shall comply with the latest adopted edition of the following codes:

- A. California Building Code and its appendices and standards.
- B. California Residential Code and its appendices and standards.
- C. California Plumbing Code and its appendices and standards.
- D. California Mechanical Code and its appendices and standards.
- E. California Electrical Code.
- F. California Energy Code.
- G. California Green Building Standards Code.
- H. Title 24, California Code of Regulations.
- I. California Fire Code and its appendices and standards.

93. This project will fall under the review and compliance of Chapters 11-A and Chapter 11-B of the 2019 California Building Code.

94. The Applicant shall coordinate directly with:

Riverside County Fire Marshal's Office  
CAL FIRE/Riverside County Fire Department  
Main: (760) 863-8886  
77933 Las Montañas Road, Suite 201  
Palm Desert, CA 92211

95. Plan approval must be obtained from the County of Riverside Department of Environmental Health (Health Department) before constructing or altering structure or equipment (such as fencing and decking). The Applicant shall coordinate directly with the Health Department for the application, plans, and specifications.

96. All trash enclosures are required to be accessible. Provide an accessible path of travel to the trash enclosure. Trash enclosures shall comply with the minimum requirements established by Section 8.12 of the PDMC.

97. All contractors and subcontractors shall have a current City of Palm Desert Business License before permit issuance per PDMC, Title 5.

98. All contractors and/or owner-builders must submit a valid Certificate of Workers' Compensation Insurance coverage before the issuance of a building permit per California Labor Code, Section 3700.

99. Address numerals shall comply with Palm Desert Ordinance No. 1351 (PDMC Section 15.28). Compliance with Ordinance 1351 regarding street address location, dimension, a stroke of line, distance from the street, height from grade, height from the street, etc., shall be shown on all architectural building elevations in detail. Any possible obstructions, shadows, lighting, landscaping, backgrounds, or other reasons that may render the building address unreadable shall be addressed during the plan

review process. The Applicant may request a copy of Ordinance 1351 or PDMC Section 15.28 from the Building and Safety Division counter staff.

**FIRE DEPARTMENT:**

100. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the Fire Department for review and approval. The water system shall be capable of delivering 1,500 GPM at 20 psi for a two-hour duration. Fire hydrant location and spacing shall comply with the fire code. Off-site (public) hydrants are required to be located next to the access walkways providing access to the property from Gerald Ford Drive and Technology Drive. (Reference the preliminary fire access site plan and the preliminary fire service water plan.) An approved water supply for fire protection during construction shall be made available before the arrival of combustible materials on-site. Reference 2019 California Fire Code (CFC) 507.5.1, 507.5.1, 3312, Appendices B and C.
101. Fire Department Access: Prior to building permit issuance, a fire access site plan shall be approved. The access roads shall be capable of sustaining 60,000 lbs. over two axels in all weather conditions. An approved access walkway shall be provided around the buildings. For ground ladder placement, the level grade shall be provided around the buildings for a minimum of eight (8) feet measured perpendicular from the exterior building walls. Approved vehicle access, either permanent or temporary, shall be provided during construction. CFC 503.1.1, 3310.1 and 503.2.1.
102. Requests for installation of traffic calming designs and devices on fire apparatus roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1.
103. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. An additional fire apparatus access road shall be provided to the site for Phase 1. The additional access point may be restricted to fire apparatus access only with approved Knox equipment installed for the gates. (Ref. CFC 503.1)
104. Construction Permits: Prior to the building permit issuance, building construction plans shall be submitted to the Office of the Fire Marshal for review and approval. Construction plans for solar photovoltaic power systems and electrical energy storage systems (ESS) shall be provided to the Office of the Fire Marshal for review and approval. (CFC 1206)
105. Fire Sprinkler System: All new commercial structures 3,000 square feet or larger shall be protected with a fire sprinkler system. All new apartment buildings shall be protected with fire sprinklers regardless of building size. Ref CFC 903.2.8 and CFC 903.2 as amended by the City of Palm Desert.

106. Fire sprinkler system risers shall not be obstructed in any manner. If a system riser is to be concealed by means of a wall, soffit, column, or other building construction, it shall be provided with 18-inch clearance to each side and to the front of the system riser. Access shall be provided by means of a door with the minimum dimensions of two (2) feet, six (6) inches in width by six (6) feet, and eight (8) inches in height from the exterior of the building directly to the riser as approved by the fire code official. (Ref. RVC Fire IB 06-07)
107. Fire Alarm and Detection System: A water flow monitoring system and/or the fire alarm system may be required and determined at the time of building plan review. (Ref. CFC 903.4, CFC 907.2 and NFPA 72)
108. Knox Box and Gate Access: Buildings shall be provided with a Knox Box. The Knox Box shall be installed in an accessible location approved by the Office of the Fire Marshal. Electric gate operators shall be provided with Knox key switches. Electric gate operators shall also be connected to a remote signal receiver compatible for use with the preemption devices on the Riverside County fire apparatus. The gate shall automatically open upon receiving a remote signal from the fire apparatus and remain in the fully open position for a minimum of 30 seconds. (Ref. CFC 506.1)
109. Addressing: All residential dwellings and commercial buildings shall display street numbers, building number/letter designators, and unit designators in a prominent location on the street side of the premises and additional locations as required. The premises shall have an illuminated diagrammatic representation of the actual site layout which shows the name of the complex, all streets, building designators, unit numbers, and fire hydrant locations within the complex. These directories shall be a minimum of four feet by four feet (4'x4') in dimension and located next to roadway access. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard No. 07-01.
110. Energy Systems: Construction plans for solar photovoltaic power systems and electrical energy storage systems (ESS) shall be provided to the Office of the Fire Marshal for review and approval. (CFC 1206)

### **END OF CONDITIONS OF APPROVAL**

NUMBER OF PARCELS: 4  
ACREAGE: 37.000 ACRES GROSS  
36.911 ACRES NET

IN THE CITY OF PALM DESERT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 3 SHEETS

PARCEL MAP NO. 38366

BEING A SUBDIVISION OF PARCEL 8 AND PARCEL 9 OF PARCEL MAP NO. 36792, RECORDED IN BOOK 239 OF PARCEL MAPS, PAGES 9 THROUGH 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN

KIMLEY-HORN

JANUARY 2025

RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025  
AT \_\_\_\_\_ .M., IN BOOK \_\_\_\_\_ OF PARCEL  
MAPS, AT PAGES \_\_\_\_\_, AT THE  
REQUEST OF THE CITY CLERK OF THE CITY OF  
PALM DESERT.

NO. \_\_\_\_\_ FEE \_\_\_\_\_  
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: \_\_\_\_\_, DEPUTY  
SUBDIVISION GUARANTEE  
FIRST AMERICAN TITLE COMPANY

OWNERSHIP STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A", LOT "B" AND LOT "C" FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

CITY OF PALM DESERT, A CALIFORNIA MUNICIPAL CORPORATION

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
ANTHONY MEJIA  
CITY CLERK

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } ss  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, 2025, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, AS \_\_\_\_\_ OF MURRIETA-CATT OF CALIFORNIA, A CALIFORNIA CORPORATION, WHO PROVED TO ME, ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE \_\_\_\_\_

NAME OF NOTARY: \_\_\_\_\_

COUNTY IN WHICH COMMISSIONED: \_\_\_\_\_

DATE COMMISSION EXPIRES: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNER(S) OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMMITED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN PACIFIC RAILROAD COMPANY, HOLDER OF A RESERVATION OF THE RIGHT TO USE ANY WATER RISING UPON CONVEYED LAND, PER DEED RECORDED MARCH 23, 1912 ON BOOK 347, PAGE 127 O.R.

THE UNITED STATES OF AMERICA, HOLDER OF RESERVATIONS OF RIGHTS FOR DITCHES AND CANALS PER PER PATENT RECORDED OCTOBER 20, 1926 IN BOOK 9, PAGE 178 OF PATENTS.

CARL H. MEYER & CLARA H. MEYER, HOLDERS OF AN EASEMENT OR RIGHT OF WAY FOR ROAD PURPOSES PER GRANT DEED RECORDED JULY 17, 1945 IN BOOK 676, PAGE 15 O.R.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, PER INSTRUMENT NO. 83-132635 O.R.

COMMERCIAL DOMESTIC WATER AND/OR SANITATION INSTALLATION AGREEMENT BETWEEN THE COACHELLA VALLEY WATER DISTRICT AND AMERICAN REALTY TRUST, INC., OWNERS OF PARCELS WITHIN PARCEL MAP NO. 30042, PER AGREEMENT RECORDED JUNE 28, 2002 AS INSTRUMENT NO. 357991 O.R.

DRAINAGE CHANNEL MAINTENANCE AGREEMENT BETWEEN THE CITY OF PALM DESERT AND WILLIAM HAY, ET AL, OWNERS OF PARCELS 1 THROUGH 4, LOT B, AND DESIGNATED REMAINDER, ALL OF PARCEL MAP NO. 342112-1, PMB 230/100-103, PER AGREEMENT RECORDED AS DOCUMENT NO. 2010-0072696 O.R.

WILLIAM FERRILL HAY AND DENISE DUBARRY HAY, TRUSTEE OF THE HAY FAMILY TRUST, AND REMUS A. HASTE, TRUSTEE OF THE HAY FAMILY 2012 IRREVOCABLE TRUST, HOLDERS OF AN EASEMENT FOR DRAINAGE PURPOSES PER DRAINAGE EASEMENT AGREEMENTS RECORDED AS DOCUMENT NO. 2014-0207738 O.R. AND AS DOCUMENT NO. 2014-0207739 O.R.

THE CITY OF PALM DESERT, HOLDER OF A RIGHT OF ACCESS FOR BMP INSPECTION PURPOSES, PER WATER QUALITY MANAGEMENT PLAN AND STORMWATER BMP MAINTENANCE AND RIGHT OF ENTRY AGREEMENT RECORDED AS DOCUMENT NO. 2015-0346138 O.R.

PALM DESERT UNIVERSITY GATEWAY, LLC, AND THE CITY OF PALM DESERT, HOLDER OF EASEMENTS FOR STORM DRAIN, STORM RETENTION AND MAINTENANCE PURPOSES, BENEFITING PARCELS 5 AND 7 OF PARCEL MAP NO. 36792, AS RESERVED BY SAID MAP FILED IN BOOK 239, PAGES 9-15 INCLUSIVE, OF PARCEL MAPS.

OWNERS OF PARCELS WITHIN PARCEL MAP NO. 34211-1, HOLDERS OF AN EASEMENT FOR WATER RETENTION CHANNEL MAINTENANCE PURPOSES, RESERVED BY MAP FILED IN BOOK 230, PAGES 100-103, INCLUSIVE, OF PARCEL MAPS.

PALM DESERT UNIVERSITY GATEWAY, DECLARANT TO COVENANTS, CONDTIONS, RESTRECTIONS AND RESERVATION OF EASEMENTS FOR MILLENNIUM PD MASTER ASSOCIATION, INC., PER DOCUMENTS RECORDED AS INSTRUMENT NO. 2015-0319224 O.R. AND INSTRUMENT NO. 2016-0253856 O.R.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PALM COMMUNITIES IN JANUARY 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

\_\_\_\_\_  
MICHAEL NAVARRO, LS 7848  
LICENSE EXPIRES 12/31/2026

JULY 02, 2025  
DATE



CITY ENGINEER'S STATEMENT:

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. I HEREBY STATE THAT THIS MAP CONSISTING OF 3 SHEETS HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON TENTATIVE PARCEL MAP NO. 38366 AS FILED, AMENDED AND APPROVED BY THE PALM DESERT PLANNING COMMISSION ON OCTOBER 13, 2022, THE EXPIRATION DATE BEING OCTOBER 13, 2025.

DATE \_\_\_\_\_

\_\_\_\_\_  
MICHAEL THORNTON  
RCE 44226  
CITY ENGINEER, CITY OF PALM DESERT

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_

\_\_\_\_\_  
MICHAEL THORNTON  
PLS 6867  
CITY SURVEYOR, CITY OF  
PALM DESERT

CITY CLERK'S STATEMENT:

I, ANTHONY J. MEJIA, CITY CLERK OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, HEREBY STATES THAT SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, APPROVED THE WITHIN MAP OF PARCEL MAP NO. 38366, AND ACCEPTS ON BEHALF OF THE PUBLIC, THE OFFER OF DEDICATION OF LOT "A", LOT "B" AND LOT "C" FOR STREET AND PUBLIC UTILITY PURPOSES AS SHOWN HEREON.

DATE \_\_\_\_\_

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK  
CITY OF PALM DESERT

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ \_\_\_\_\_.

DATE: \_\_\_\_\_, 2025

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

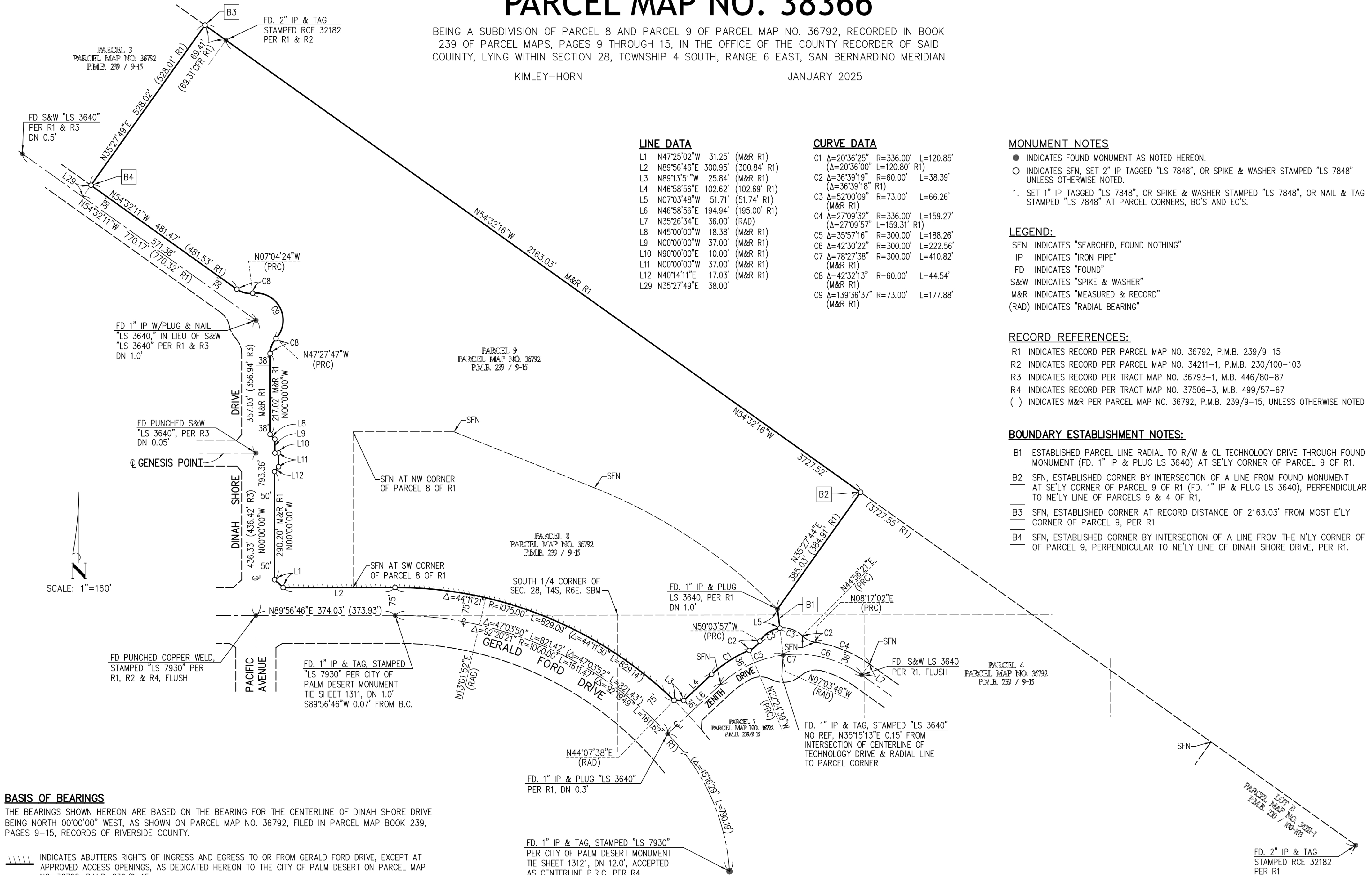
DATE \_\_\_\_\_, 2025  
CASH OR SURETY BOND

MATTHEW JENNINGS  
COUNTY TAX COLLECTOR

BY: \_\_\_\_\_, DEPUTY

BEING A SUBDIVISION OF PARCEL 8 AND PARCEL 9 OF PARCEL MAP NO. 36792, RECORDED IN BOOK 239 OF PARCEL MAPS, PAGES 9 THROUGH 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN

JANUARY 2025



THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING FOR THE CENTERLINE OF DINAH SHORE DRIVE BEING NORTH 00°00'00" WEST, AS SHOWN ON PARCEL MAP NO. 36792, FILED IN PARCEL MAP BOOK 239, PAGES 9-15, RECORDS OF RIVERSIDE COUNTY.

INDICATES ABUTTERS RIGHTS OF INGRESS AND EGRESS TO OR FROM GERALD FORD DRIVE, EXCEPT AT APPROVED ACCESS OPENINGS, AS DEDICATED HEREON TO THE CITY OF PALM DESERT ON PARCEL MAP NO. 36792, P.M.B. 239/9-15.

### CURVE DATA

L1	N47°25'02" W	31.25'	(M&R R1)	C1	$\Delta=20'36''25"$	R=336.00'	L=120.85'
L2	N89°56'46"E	300.95'	(300.84' R1)		( $\Delta=20'36''00"$ )	L=120.80' R1)	
L3	N89°13'51" W	25.84'	(M&R R1)	C2	$\Delta=36'39''19"$	R=60.00'	L=38.39'
L4	N46°58'56"E	102.62'	(102.69' R1)		( $\Delta=36'39''18"$ )	R1)	
L5	N07°03'48" W	51.71'	(51.74' R1)	C3	$\Delta=52'00''09"$	R=73.00'	L=66.26'
L6	N46°58'56"E	194.94'	(195.00' R1)		(M&R R1)		
L7	N35°26'34"E	36.00'	(RAD)	C4	$\Delta=27°09''32"$	R=336.00'	L=159.27'
L8	N45°00'00" W	18.38'	(M&R R1)		( $\Delta=27°09''57"$ )	L=159.31' R1)	
L9	N00°00'00" W	37.00'	(M&R R1)	C5	$\Delta=35'57''16"$	R=300.00'	L=188.26'
L10	N90°00'00"E	10.00'	(M&R R1)	C6	$\Delta=42'30''22"$	R=300.00'	L=222.56'
L11	N00°00'00" W	37.00'	(M&R R1)	C7	$\Delta=78'27''38"$	R=300.00'	L=410.82'
L12	N00°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L13	N40°14'11"E	17.03'	(M&R R1)	C8	$\Delta=42'32''13"$	R=60.00'	L=44.54'
L14	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L15	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L16	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L17	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L18	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L19	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L20	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L21	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L22	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L23	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L24	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L25	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L26	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L27	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L28	N40°14'11"E	17.03'	(M&R R1)		(M&R R1)		
L29	N35°27'49"E	38.00'		C9	$\Delta=139'36''37"$	R=73.00'	L=177.88'
					(M&R R1)		

● INDICATES FOUND MONUMENT AS NOTED HEREON.

○ INDICATES SFN, SET 2" IP TAGGED "LS 7848", OR SPIKE & WASHER STAMPED "LS 7848" UNLESS OTHERWISE NOTED.

1. SET 1" IP TAGGED "LS 7848", OR SPIKE & WASHER STAMPED "LS 7848", OR NAIL & TAG STAMPED "LS 7848" AT PARCEL CORNERS, BC'S AND EC'S.

SFN	INDICATES	"SEARCHED, FOUND NOTHING"
IP	INDICATES	"IRON PIPE"
FD	INDICATES	"FOUND"
S&W	INDICATES	"SPIKE & WASHER"
M&R	INDICATES	"MEASURED & RECORD"
(RAD)	INDICATES	"RADIAL BEARING"

R1 INDICATES RECORD PER PARCEL MAP NO. 36792, P.M.B. 239/9-15  
R2 INDICATES RECORD PER PARCEL MAP NO. 34211-1, P.M.B. 230/100-103  
R3 INDICATES RECORD PER TRACT MAP NO. 36793-1, M.B. 446/80-87  
R4 INDICATES RECORD PER TRACT MAP NO. 37506-3, M.B. 499/57-67  
( ) INDICATES M&R PER PARCEL MAP NO. 36792, P.M.B. 239/9-15, UNLESS OTHERWISE NOTED

B1 ESTABLISHED PARCEL LINE RADIAL TO R/W & CL TECHNOLOGY DRIVE THROUGH FOUND MONUMENT (FD. 1" IP & PLUG LS 3640) AT SE'LY CORNER OF PARCEL 9 OF R1.

B2 SFN, ESTABLISHED CORNER BY INTERSECTION OF A LINE FROM FOUND MONUMENT AT SE'LY CORNER OF PARCEL 9 OF R1 (FD. 1" IP & PLUG LS 3640), PERPENDICULAR TO NE'LY LINE OF PARCELS 9 & 4 OF R1,

B3 SFN, ESTABLISHED CORNER AT RECORD DISTANCE OF 2163.03' FROM MOST E'LY CORNER OF PARCEL 9, PER R1

B4 SFN, ESTABLISHED CORNER BY INTERSECTION OF A LINE FROM THE N'LY CORNER OF OF PARCEL 9, PERPENDICULAR TO NE'LY LINE OF DINAH SHORE DRIVE, PER R1.

## PARCEL MAP NO. 38366

BEING A SUBDIVISION OF PARCEL 8 AND PARCEL 9 OF PARCEL MAP NO. 36792, RECORDED IN BOOK 239 OF PARCEL MAPS, PAGES 9 THROUGH 15, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN

KIMLEY-HORN

JANUARY 2025

## CURVE DATA

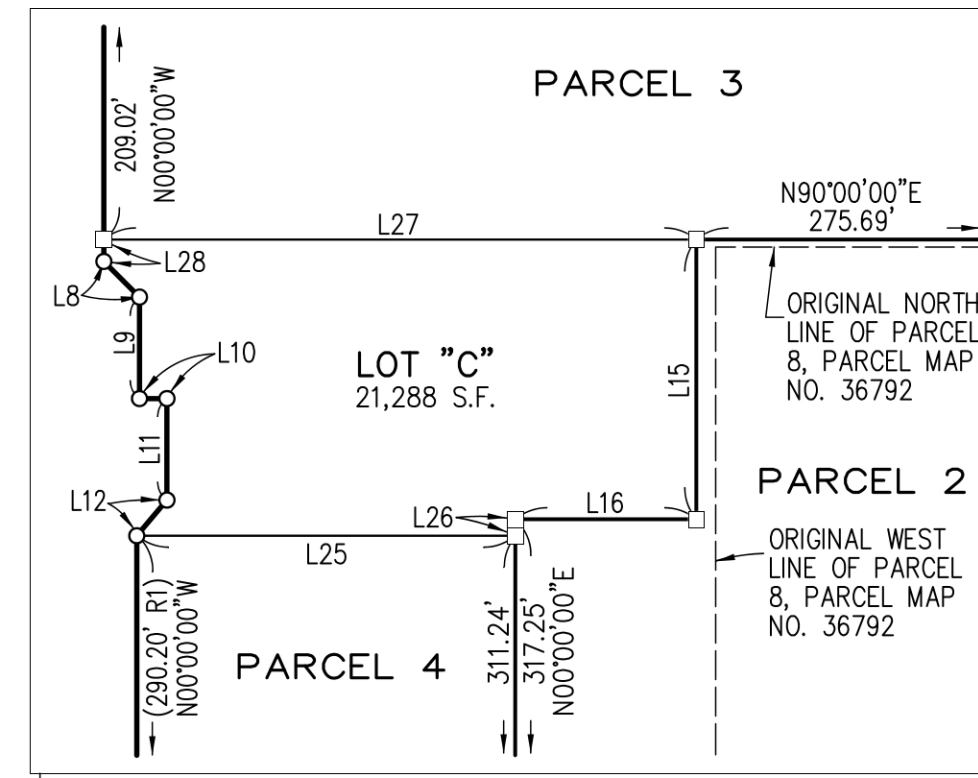
C1	Δ=20°36'25"	R=336.00'	L=120.85'
	(Δ=20°36'00"	L=120.80'	R1)
C2	Δ=36°39'19"	R=60.00'	L=38.39'
	(Δ=36°39'18"	L=38.39'	R1)
C3	Δ=52°00'09"	R=73.00'	L=66.26'
	(M&R R1)		
C8	Δ=42°32'13"	R=60.00'	L=44.54'
	(M&R R1)		
C9	Δ=139°36'37"	R=73.00'	L=177.88'
	(M&R R1)		
C10	Δ=7°19'03"	R=1184.99'	L=151.34'
C11	Δ=8°51'09"	R=1260.99'	L=194.83'
C12	Δ=15°58'01"	R=73.00'	L=20.34'
C13	Δ=36°02'08"	R=73.00'	L=45.91'
C14	Δ=2°16'25"	R=1445.00'	L=57.34'
C15	Δ=23°32'11"	R=1445.00'	L=593.59'
C16	Δ=21°15'46"	R=1445.00'	L=536.25'

## LINE DATA

L1	N47°25'02"W	31.25'	(M&R R1)
L2	N89°56'46"E	300.95'	(300.84' R1)
L3	N89°13'51"W	25.84'	(M&R R1)
L4	N46°58'56"E	102.62'	(102.69' R1)
L5	N07°03'48"W	51.71'	(51.74' R1)
L8	N45°00'00"W	18.38'	(M&R R1)
L9	N00°00'00"W	37.00'	(M&R R1)
L10	N90°00'00"E	10.00'	(M&R R1)
L11	N00°00'00"W	37.00'	(M&R R1)
L12	N40°14'11"E	17.03'	(M&R R1)
L13	N13°01'52"E	110.08'	(RAD)
L14	N05°42'49"E	76.00'	(RAD)
L15	N00°00'00"W	102.00'	
L16	N90°00'00"E	66.00'	
L17	N07°03'09"W	24.02'	
L18	N55°19'29"W	10.62'	
L19	N07°16'25"W	48.85'	
L20	N37°56'51"E	21.38'	
L21	N07°03'09"W	15.32'	
L22	N82°55'31"E	46.00'	
L23	N35°27'44"E	14.90'	
L24	N07°03'00"W	33.72'	
L25	N90°00'00"W	138.00'	
L26	N00°00'00"E	6.00'	
L27	N90°00'00"W	216.00'	
L28	N00°00'00"W	8.00'	

## LEGEND:

SFN INDICATES "SEARCHED, FOUND NOTHING"  
IP INDICATES "IRON PIPE"  
FD INDICATES "FOUND"  
S&W INDICATES "SPIKE & WASHER"  
M&R INDICATES "MEASURED & RECORDED"  
(RAD) INDICATES "RADIAL BEARING"

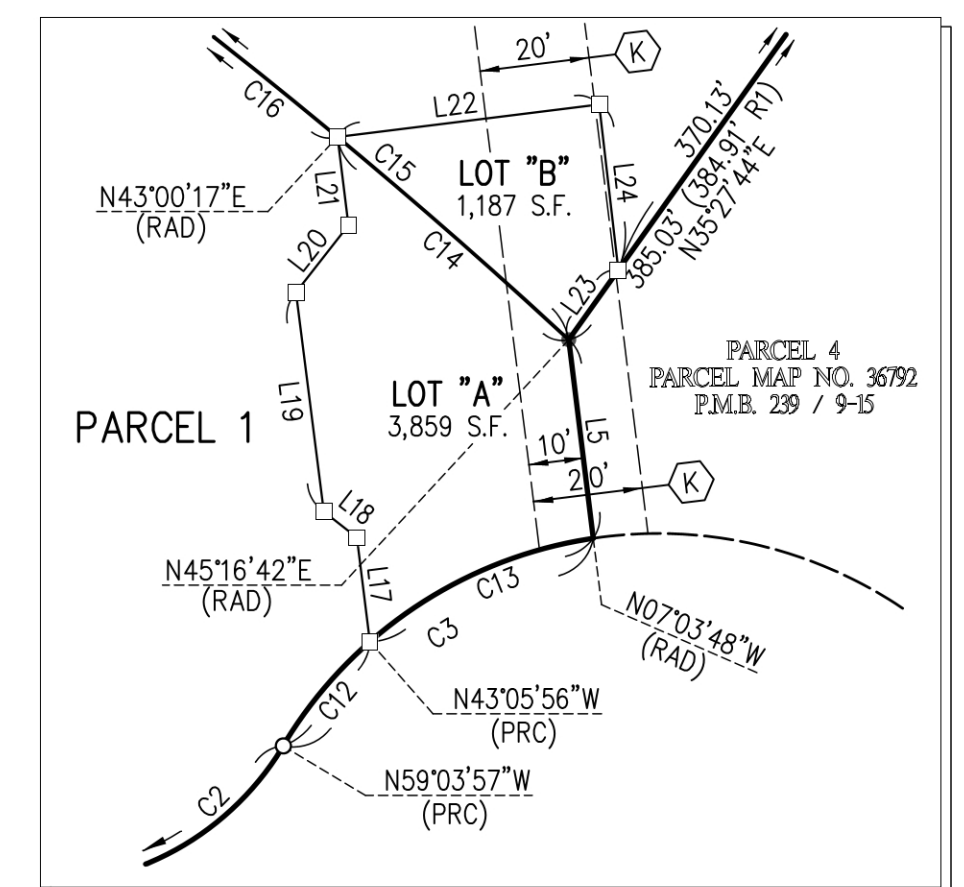
DETAIL "A"  
NOT TO SCALE

## EXISTING EASEMENTS:

- (A) GRANT DEED RECORDED JULY 17, 1945 IN BOOK 676, PAGE 15 O.R., CONVEYING PROPERTY TO CARL H. MEYER & CLARA H. MEYER, SUBJECT TO AN EASEMENT OR RIGHT OF WAY FOR ROAD PURPOSES, (LOCATION OF EASEMENT NOT DEFINED, LIMITS OF CONVEYED PARCEL INDICATED.)
- (B) EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF WILLIAM FERRILL HAY AND DENISE DUBARRY HAY, TRUSTEE OF THE HAY FAMILY TRUST, AND REMUS A. HASTE, TRUSTEE OF THE HAY FAMILY 2012 IRREVOCABLE TRUST, PER DOCUMENTS RECORDED JUNE 5, 2014 AS DOC. NO. 2014-0207738 O.R. & 2014-0207739 O.R.
- (C) EASEMENTS FOR STORM RETENTION AND MAINTENANCE PURPOSES, BENEFITING PARCELS 1 AND 2 OF PARCEL MAP NO. 36792, P.M.B. 239/9-15, IN FAVOR OF PALM DESERT UNIVERSITY GATEWAY, LLC, RESERVED BY SAID PARCEL MAP NO. 36792.
- (D) EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, PER INSTRUMENT NO. 83-132635 O.R.
- (F) EASEMENT FOR WATER RETENTION CHANNEL MAINTENANCE PURPOSES, RESERVED BY OWNERS OF PARCEL OF PARCEL MAP 34211-1, PER MAP FILED ON BOOK 230, PAGES 100-103, INCLUSIVE, OF PARCEL MAPS.
- (J) WQMP AND STORMWATER BMP MAINTENANCE AND RIGHT OF ENTRY AREA, AS DEFINED BY AGREEMENT RECORDED AS INSTR. NO. 2015-0346138 O.R.
- (K) EASEMENTS FOR STORM DRAIN, STORM RETENTION AND MAINTENANCE PURPOSES, BENEFITING PARCELS 5 AND 7 OF PARCEL MAP NO. 36792, P.M.B. 239/9-15, IN FAVOR OF PALM DESERT UNIVERSITY GATEWAY, LLC, RESERVED BY SAID PARCEL MAP NO. 36792.

## MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED ON SHEET 2.
  - INDICATES SFN, SET 2" IP TAGGED "LS 7848", OR SPIKE & WASHER STAMPED "LS 7848" UNLESS OTHERWISE NOTED.
  - INDICATES SET 1" IP TAGGED "LS 7848", OR SPIKE & WASHER STAMPED "LS 7848" UNLESS OTHERWISE NOTED.
1. SET 1" IP TAGGED "LS 7848", OR SPIKE & WASHER STAMPED "LS 7848", OR NAIL & TAG STAMPED "LS 7848" AT PARCEL CORNERS, BC'S AND EC'S.

DETAIL "B"  
NOT TO SCALE





Everest National Insurance Company  
100 Everest Way, Warren Corporate Center, Warren, NJ 07059

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July 1, 2025

City of Palm Desert

Re: Prequalification for Palm Villas at Millennium  
Palm Communities, LLC

To Whom It May Concern:

Everest Reinsurance Company has been privileged to act as surety for Palm Communities, LLC since 2020. Everest Reinsurance Company is A.M. Best's Rated A+ XV and listed in the Department of Treasury Federal Register. Everest Reinsurance Company is approved by the California Department of Insurance and authorized to issue bonds in the State of California.

Palm Communities, LLC has a bonding capacity of \$50 million for single projects with an aggregate capacity of \$100 million, and \$93 million currently available. Should an award be made to Palm Communities, LLC and should they accept such award, Everest Reinsurance Company will issue the required performance and labor and material payment bonds, subject to normal underwriting requirements.

We hold Palm Communities, LLC in the highest possible regard and recommend them to you for consideration.

Sincerely,

**EVEREST REINSURANCE COMPANY**

Cheryl L. Thomas  
Attorney-in-Fact

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On July 1, 2025 before me, Susan E. Morales, Notary Public  
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas  
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.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Prequal Letter

(Title or description of attached document)

Everest Reinsurance Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 7/1/25

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Everest Reinsurance Company  
461 5<sup>th</sup> Avenue – 4<sup>th</sup> Floor  
New York, N.Y. 10017



**EVEREST.**

## **SURETY BOND SEAL ADDENDUM EVEREST REINSURANCE COMPANY**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Everest Reinsurance Company ("Everest") has authorized its Attorney-in-Fact to affix Everest's corporate seal to any bond executed on behalf of Everest by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this addendum is attached to a bond that is executed on behalf of Everest by its Attorney-in-Fact, Everest hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 7<sup>th</sup> day of April 2020.

**EVEREST REINSURANCE COMPANY**

By: \_\_\_\_\_  
Anthony Romano – Vice President & Global Head of Surety





**POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

**Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wronetta Walker**

Its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

**RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

**RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

**IN WITNESS WHEREOF**, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10<sup>th</sup> day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22<sup>nd</sup> of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS  
Notary Public, State of New York  
No 01R06239738  
Qualified in Queens County  
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 1st day of JULY 2025.



By: Sylvia Semerdjian, Assistant Secretary

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attention: Housing Division

WITH A COPY TO:

PD Millenium Partners LP  
100 Pacifica, Suite 203  
Irvine, CA 92618  
Attention: President

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### **PHASE I AND PHASE II ACCESS EASEMENT**

This PHASE II ACCESS EASEMENT II ACCESS EASEMENT (this "Agreement") is made as of \_\_\_\_\_ 2025, by and between, PD MILLENIUM PARTNERS LP, a California limited partnership, (the "Partnership"), and the CITY OF PALM DESERT, a municipal corporation (the "City"), individually a "Party" and collectively referred to herein as the "Parties".

### **RECITALS**

A. The Partnership owns an approximately 6.02-acre parcel of real property located on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California, as more particularly described in Exhibit A attached hereto ("Phase I Parcel"), on which the Partnership intends to construct and own one hundred twenty (120) units of affordable rental housing commonly known as Palm Villas I ("Phase I Project").

B. The City owns an approximately 4.47-acre parcel of real property located on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California, as more particularly described in Exhibit B attached hereto (the "Phase II Parcel"). The Phase II Parcel is adjacent to the Phase I Parcel and is intended to be Phase II of the Palm Villa development with one hundred nineteen (119) units of affordable rental housing (the "Phase II Project").

C. The Partnership intends to construct a private street for ingress and egress through the Phase I Project (the "Phase I Street") and include a community building, picnic facilities, swimming pool, tot lot and retention basins as part of the Phase I Project (collectively the "Common Area Facilities").

D. Through this Agreement, the Partnership and the City desire to grant each other certain nonexclusive easements over Phase I and Phase II and to allocate certain rights and responsibilities in connection with the maintenance and repair of such easements.

E. The Partnership desires to construct a private street across the Phase II Parcel to gain access through the adjacent City-owned parcel, commonly known as “Parcel 9”, to access Dinah Shore Drive (the “Phase II Street Improvements”), which Phase II Street Improvements will be an extension of the Phase I Street Improvements.

F. In connection with the Phase I Project, the Partnership desires to secure a non-exclusive, appurtenant easement (subject to the terms and conditions of this Agreement) to allow for: (i) access, ingress and egress by and for the Partnership and its tenants, subtenants, licensees, invitee, customers, contractors, employees, and agents including both pedestrian and vehicular access from the Phase I Parcel across the Phase II Parcel to the adjoining City-owned parcel known as Parcel 9; (ii) construction of the Private Street Improvements; and (iii) maintenance, repair, and replacement of the Private Street Improvements in connection with such access.

G. In connection with the Phase II Project, the City, on behalf of the eventual owner of the Phase II Project desires to secure a non-exclusive, appurtenant easement (subject to the terms and conditions of this Agreement), to allow for: (i) access, ingress and egress by and for the Phase II owner and its tenants, subtenants, licensees, invitees, customers, contractors, employees, and agents including both pedestrian and vehicular access from the Phase II Parcel across the Phase I Parcel.

H. In connection with the Phase II Project, the City, on behalf of the eventual owner of the Phase II Project desires to secure a non-exclusive, appurtenant easement (subject to the terms and conditions of this Agreement), to allow for access and use of the Common Area Facilities by the Phase II owner and its eligible tenants upon completion of construction of the Phase II Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Grant of Phase I Access Easement. The City hereby grants to the Partnership and its tenants, subtenants, licensees, invitees customers, contractors, employees, and agents, for the benefit of the Phase I Parcel the following easements: (i) a non-exclusive easement for pedestrian and vehicular access, ingress and egress by the Permitted Parties over and across the Phase II Parcel, as more particularly described in Exhibit C-1 attached hereto (the “Street Easement”); (ii) an exclusive temporary easement over the Street Easement in order to construct, alter, remodel, demolish, repair, restore and reconstruct the Private Street Improvement,; and (iii) a non-exclusive easement over, upon and across the Street Easement for the purpose of maintaining, operating and repairing the Private Street Improvements (collectively the “Phase I Access Easement”). The Partnership specifically acknowledges and agrees that the City is granting the Phase I Access Easement to the Partnership on an “as is with all faults” basis and subject to all title matters of record and all title matters visible upon inspection.

Section 2. Grant of Phase II Access Easement. The Partnership hereby grants to the City, on behalf of the eventual Phase II owner and its tenants, subtenants, licensees, invitees, customers, contractors, employees and agents, for the benefit of the Phase II Parcel, a non-exclusive easement for pedestrian and vehicular access, ingress and egress by the Permitted Parties

over and across the Phase I Parcel, as more particularly described in Exhibit C-2 attached hereto (the "Phase II Access Easement").

Section 3. Common Area Facility Access Easement. The Partnership hereby grants to the eventual owner of the Phase II Project a non-exclusive, appurtenant easement (subject to the terms and conditions of this Agreement), to allow for access and use of the Common Area Facilities by the Phase II owner and its eligible tenants upon completion of construction of the Phase II Project.

Section 4. Term.

All deeds, leases or other real property conveyance contracts entered into by the Grantee on or after the date of this Grant Deed as to any portion of the Property shall contain the following language:

(a) The term of the Phase I Access Easement shall commence as of the Effective Date and will be perpetual unless sooner terminated as a result of the demolition of the housing developments on the Phase I Parcel, which is not replaced by another residential development.

(b) Subject to Section 9 below, the term of the Phase II Access Easement shall commence as of the close of escrow for the sale of the Phase II Parcel by the City to the prospective Phase II owner and will be perpetual unless sooner terminated as a result of the demolition of the housing developments on the Phase II Parcel, which is not replaced by another residential development.

(c) Subject to Section 9 below, the term of the Common Area Facilities Easement shall commence as issuance of a certificate of occupancy (or temporary certificate of occupancy) for the Phase II Project and will continue through the life of the Common Area Facilities on the Phase I Project.

Section 5. Nature of Easements. The Easements granted in this Agreement are appurtenant to and for the benefit of the Phase I Parcel and the Phase II Parcel. The Easements may not be transferred, assigned, or encumbered except as an appurtenance to the Phase I Parcel or the Phase II Parcel, respectively.

Section 6. Covenants Running with the Land. The City and the Partnership expressly intend that the covenants contained in this Agreement with respect to each easements described in this Agreement will be equitable servitudes and covenants running with and benefiting and burdening the Phase I Parcel and Phase II Parcel.

Section 7. Construction of the Street Improvements. The Partnership shall construct the Private Street Improvements in accordance with City-approved plans and specifications for the construction of the Private Street Improvements. The Partnership shall diligently prosecute such construction to completion at the Partnership's sole cost and expense. The Partnership agrees that the Private Street Improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, rules, ordinances and regulations.

Section 8. Maintenance and Repair of Access Easement. The Partnership shall provide for the appropriate upkeep and maintenance of the portion of the Street Easement, unless otherwise agreed upon by the Parties, to ensure that the Street Easement is maintained in good condition and repair and clean and free of rubbish, debris and other hazards to users. The Partnerships shall maintain the surface of the Street Easement so that the surface is level and evenly covered with the type of surfacing material originally installed or a substitute material that is equal in quality, appearance, and durability.

Section 9. Use and Maintenance Agreement. As a condition of the commencement of the Phase II Access Easement and the Common Area Facilities Easement, the Partnership and the Phase II Parcel owner shall negotiate in good faith a cost sharing agreement for the reasonable allocation of maintenance costs of the Phase I Access Easement, the Phase II Access Easement and the Common Area Facilities Easement. The Parties shall also include the costs for any other easements benefiting or burdening one or both Parties. In addition to the cost sharing, the Parties shall agree on reasonable rules and regulations governing the use of the Common Area Facilities by the tenants of the Phase I Project and the Phase I Project. The City acknowledges that the Phase I Project is using Low-Income Housing Tax Credits ("LIHTCs") as a funding mechanism and as a result the rules and regulations governing the use of the Common Area Facilities may contain restrictions imposed by the use of LIHTCs.

Section 10. Amendment of Agreement. The Parties anticipate that this Agreement may need to be amended prior to the recordation of the Parcel Map and/or the conveyance of the Phase II Parcel by the City to ensure that the Agreement clearly delineates mutual responsibilities and rights with respect to Common Area Facilities' maintenance, control and use in order to fully comply with the City's condition of approval for the Parcel Map.

Section 11. Insurance and Indemnification Requirements. The Partnership shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Easements.

(a) Required Coverage. The Partnership must maintain and keep in force, at the Partnership's sole cost and expense, the following insurance:

(1) Worker's Compensation insurance, as required by the State of California and consistent with statutory limits, and Employers' Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury or disease.

(2) Commercial General Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) aggregate combined single limit for Bodily Injury and Property Damage including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. Products and Completed Operations coverage must be obtained no later than completion of construction of the Development. The Partnership shall cause the Partnership's general contractor to maintain Commercial General Liability insurance limits not less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(b) General Requirements.

(1) The required insurance must be provided under an occurrence form, and the Developer must maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three (3) times the occurrence limits specified above.

(2) Commercial General Liability insurance must be endorsed to name as additional insureds the City and its elected officials, officers, directors, representatives, consultants, employees, and agents. The endorsement must include liability arising out of work or operations performed by or on behalf of the Partnership including materials, parts, or equipment furnished in connection with such work or operations. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

(3) The Partnership's insurance must be primary to any other insurance (including self-insurance) available to the City (including elected officials, officers, directors, representatives, consultants, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Partnership's insurance and shall not contribute with it.

(4) No policy shall be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City by first class mail.

(5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Section 12. Indemnification.

(a) The Partnership hereby agrees to release, indemnify and defend the City, its councilmembers, its officers, its employees from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or as the result of the death of, or any accident, injury, loss or damage to, any person or property that occurs within the Phase I Access Easement. Notwithstanding the foregoing, the City will not be entitled to such indemnification for any damage to the extent caused by its own negligence or by its willful misconduct.

(b) The City, in its capacity as the Phase II Parcel owner, hereby agrees to release, indemnify and defend the Partnership, its officers, its employees from and against any and all claims, liabilities, losses, damages, costs and expenses arising from or as the result of the death of, or any accident, injury, loss or damage to, any person or property that occurs within the Phase II Access Easement or as a result of the use of the Common Act Facilities Easement.

Notwithstanding the foregoing, the Partnership will not be entitled to such indemnification for any damage to the extent caused by its own negligence or by its willful misconduct. Upon the sale of the Phase II Parcel to a third party, the City shall be released from this indemnity obligation for

events occurring after the close of escrow for the Phase II Parcel and the new Phase II Parcel owner shall be bound by the obligation hereunder.

Section 13. Remedies. If there is a material breach of any provision of this Agreement, a non-breaching Party may serve written notice of the breach of the breaching Party. If the breach is not cured within thirty (30) days following receipt of the notice of breach (or such longer period as is reasonably necessary to remedy such breach, provided that the breaching Party shall continuously and diligently pursue such remedy at all times until such breach is cured), the non-breaching Party may take any and all action as permitted by law.

Section 14. Rights of Mortgagees and Investor.

(a) Right to Encumber. Each owner of the Phase I Parcel and Phase II Parcel shall have the right to encumber its interest by any Mortgage, provided such Mortgage is subject to and subordinate to this Agreement. Each owner of the Phase I Parcel and Phase II Parcel, upon written request by either the Partnership or the Phase II Parcel owner, shall obtain written recordable agreements from its lenders and other holders of such Mortgages, if any, whereby such lienors agree to subordinate their interests under such liens to the rights and interests of the Parties created by this Agreement. As used herein, the term "Mortgagee" shall mean any mortgagee, beneficiary under any deed of trust or governmental agency which is a grantor of funds. The term "Mortgagor" shall mean the mortgagor or trustor under a "Mortgage." The term "Mortgage" shall mean any mortgage or deed of trust, bonds, grant of taxable or tax-exempt funds from a governmental agency.

(b) Breach Won't Defeat Lien. The breach of any of the provisions of this Agreement shall not defeat or render invalid the lien of any Mortgage encumbering the parcel or any portion thereof which is/are made in good faith and for value, provided that all provisions of this Agreement shall be binding and effective against any Party whose acquired the parcel by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(c) Notice to Mortgagee. Any default notices provided for in this Agreement shall also be provided to the holder of any Mortgage requesting a copy of such notices.

(d) Right to Cure. If any notice of default shall be given and the defaulting Party fails to cure or commence to cure such default within thirty (30) days of receipt of notice of such default, then in that event the Mortgagee under any Mortgage affecting the property of the defaulting Party shall be given an additional notice that the defaulting Party has failed to cure or commence to cure such default and such Mortgagee shall have an additional thirty (30) days to diligently commence curing within such time and diligently prosecute to completion within a reasonable time.

(e) No Obligation to Cure. Nothing contained in this Agreement shall require any Mortgagee to cure any default of a Party prior to its acquisition of title to a property pursuant to foreclosure, trustee's sale or deed in lieu of foreclosure. Upon acquisition of title to a Property pursuant to a foreclosure, trustee's sale or deed in lieu of foreclosure, such Mortgagee, the purchaser or grantee, as applicable, shall only be liable and responsible for defaults accruing after the date of such acquisition and neither any Mortgagee nor successor thereof shall be liable for any

damages, costs, liabilities or expenses, and such Party's property shall not be subject to any lien under this Agreement for any amounts due hereunder, based upon the actions, defaults or violations taken or suffered by any Party hereunder prior to the date of such foreclosure, trustee sale or deed in lieu of foreclosure.

Section 15. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public purposes whatsoever. It is the intention of the Parties that this Agreement is strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of any easement hereunder or any portion thereof is by permission and subject to the mutual agreement of the Parties. Notwithstanding anything to the contrary herein, the Parties may, by mutual agreement, periodically restrict ingress and egress to and from any or all of an easement in order to prevent any type of prescriptive easement from arising by reason of continued public use.

Section 16. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Party as follows:

City: City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attn: Housing Division

Partnership: PD Millenium Partners LP  
100 Pacifica, Suite 203  
Irvine, CA 92618  
Attn: President

Notices shall be deemed received as of the date delivered or delivery was refused as shown on the return receipt. The foregoing address may be changed by notice given as provided in this Agreement. Each Party shall promptly notify each of the other Party of any change in its address as last disclosed.

Section 17. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together constitute this Agreement.

Section 18. Effective Date. The Effective Date of this Agreement shall be the date that this Agreement has been fully executed and acknowledged by all Parties and recorded in the Official Records of Riverside County, California.

Section 19. Legal Action. If any legal action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover against the Party not prevailing, all reasonable costs, including attorneys' fees, incurred in the action.

Section 20. Entire Agreement. This Agreement contains the entire agreement between the Owners relating to the rights granted and the obligation hereunder assumed. Any oral representations or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by the Parties.

Section 21. Exhibits. Any and all Exhibits referred to in this Agreement are incorporated in this Agreement by this reference.

Section 22. Successors an Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their permitted successors and assigns.

Section 23. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 24 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

**CITY:**

CITY OF PALM DESERT,  
a municipal corporation

By: \_\_\_\_\_  
Jan C. Harnik  
Mayor

**PARTNERSHIP:**

PD MILLENNIUM PARTNERS LP,  
a California limited partnership

By: PC Gerald Ford Developers LLC,  
a California limited liability company,  
Its administrative general partner

By: Palm Companies LLC,  
a California limited liability company,  
Its managing member

\_\_\_\_\_  
By: Danavon L. Horn, President

**EXHIBIT A**

**LEGAL DESCRIPTION OF PHASE I**

THE LAND IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DRAFT

**EXHIBIT B**

**LEGAL DESCRIPTION OF PHASE II**

THE LAND IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DRAFT

**EXHIBIT C-1**

**DESCRIPTION OF PHASE I ACCESS EASEMENT**

DRAFT

**EXHIBIT C-2**

**DESCRIPTION OF PHASE II ACCESS EASEMENT**

DRAFT

## CALIFORNIA ALL-PURPOSE 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 RIVERSIDE

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_ Place Notary Seal Above

Signature of Notary Public

## CALIFORNIA ALL-PURPOSE 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 RIVERSIDE

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_ Place Notary Seal Above

Signature of Notary Public

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attn: Housing Division

AFTER RECORDATION MAIL TO AND  
MAIL TAX STATEMENTS TO:

100 Pacifica, Suite 203  
Irvine, CA 92618

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**PARCEL 9 EASEMENT AGREEMENT**

This Parcel 9 Easement Agreement (this "Agreement") is made as of \_\_\_\_\_, 2025, by and between PD MILLENIUM PARTNERS LP, a California limited partnership (the "Partnership"), and the CITY OF PALM DESERT, a municipal corporation (the "City"), (individually a "Party" and collectively referred to herein as the "Parties"), with reference to the following facts:

**RECITALS**

A. The Partnership owns an approximately 6.02-acre parcel of real property located at on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California, as more particularly described in Exhibit A attached hereto ("Phase I Parcel"), on which the Partnership intends to construct and own one hundred twenty (120) units of affordable rental housing commonly known as Palm Villas I ("Phase I Project").

B. The City owns an approximately 4.47-acre parcel of real property located on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California in the City of Palm Desert, California (the "Phase II Parcel"). The Phase II Parcel is adjacent to the Phase I Parcel and is intended to be Phase II of the Palm Villa development with one hundred nineteen (119) units of affordable rental housing.

C. The City also owns an approximately 26.14-acre parcel of real property located on the Dina Shore Drive in Palm Desert, California in the City of Palm Desert, California, as more particularly described in Exhibit B attached hereto (the "Parcel 9") that is adjacent to the Phase II Parcel.

D. Through a separate agreement the City has granted easements to the Partnership over the Phase II Parcel to allow the Partnership to construct private street improvements on the Phase II Parcel (the "Private Street Improvements") and to have ingress and egress across the Phase II Parcel.

E. The Partnership desires to construct street improvements across the Phase 9 to gain access Dinah Shore Drive (the "Street Improvements"), which Street Improvements will be connected to the Private Street Improvements.

F. In connection with the Phase I Project, the Partnership desires to secure a non-exclusive, appurtenant easement (subject to the terms and conditions of this Agreement), to allow for: (i) access, ingress and egress by and for the Permitted Parties (defined below) including both pedestrian and vehicular access the Parcel 9; (ii) construction of the Street Improvements; (iii) maintenance, repair, and replacement of the Street improvements in connection with such access.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

**Section 1. Grant of Easements.** The City hereby grants to the Partnership and its tenants, subtenants, licensees, invitees, customers, contractors, employees, and agents (the "Permitted Parties"), for the benefit of the Phase I Parcel the following easements: (i) a non-exclusive easement for pedestrian and vehicular access, ingress and egress by the Permitted Parties over and across the Parcel 9, as more particularly described in Exhibit C attached hereto (the "Access Easement"); (ii) an exclusive temporary easement over the Access Easement in order to construct, alter, remodel, demolish, repair, restore and reconstruct the Street Improvement (the "Construction Easement"); and (iii) a non-exclusive easement over, upon and across the Access Easement for the purpose of maintaining, operating and repairing the Private Street Improvements (the "Maintenance Easement") The Access Easement, the Construction Easement, and the Maintenance Easement shall be collectively referred to herein as the "Easements". The Partnership specifically acknowledges and agrees that the City is granting the Easements to the Partnership on an "as is with all faults" basis and subject to all title matters of record and all title matters visible upon inspection.

**Section 2. Term.** Subject to the provisions of Section 3, each covenant, easement, restriction, and undertaking of the Easement contained in this Agreement will be perpetual, unless sooner terminated as a result of the demolition of the housing developments on the Phase I Parcel and Phase II Parcel, which are not replaced by another residential development.

**Section 3. Termination of the Easement.** The Parties intend that upon completion of the Street Improvements the City will inspect the completed improvements and confirm that the improvements comply with the City standards for a public street. Following the City's confirmation of the Street Improvement compliance with City standards, the City shall promptly dedicate the Access Easement as a public street and, at which time, the Easements shall terminate. The Parties shall execute and record the appropriate documents to evidence the termination of the Easements.

**Section 4. Nature of Easements.** The Easements granted in this Agreement are appurtenant to and for the benefit of the Phase I Parcel. The Easements may not be transferred, assigned, or encumbered except as an appurtenance to the Phase I Parcel.

**Section 5. Covenants Running with the Land.** The City and the Partnership expressly intend that the covenants contained in this Agreement with respect to the Easements described in this Agreement will be equitable servitudes and covenants running with and benefiting and burdening the Phase I Parcel and Parcel 9.

**Section 6. Construction of the Street Improvements.** The Partnership shall construct the Private Street Improvement in accordance with City-approved plans and specifications for the construction of the Private Street Improvements. The Partnership shall diligently prosecute such construction to completion at the Partnership's sole cost and expense. The Partnership agrees that the Street Improvements shall be constructed in a good and workmanlike manner and in accordance with all applicable laws, rules, ordinances and regulations.

**Section 7. Maintenance and Repair of Access Easement.** The Partnership shall provide for the appropriate upkeep and maintenance of the portion of the Access Easement to ensure that the Access Easement is maintained in good condition and repair and clean and free of rubbish, debris and other hazards to users. The Partnership's shall maintain the surface of the Access Easement so that the surface is level and evenly covered with the type of surfacing material originally installed or a substitute material that is equal in quality, appearance, and durability.

**Section 8. New Phase II Owner.** If the City conveys the Phase II Parcel prior to the termination of this Agreement pursuant to Section 3, the new Phase II Owner its tenants, subtenants, licensees, invitees, customers, contractors, employees, and agents shall be consider Permitted Parties under this Agreement and the Parties and the new Phase II Owner will work cooperatively to record the appropriate documents to reflect that the Phase II Parcel is a benefitting parcel of the Easements set forth in Section 1 of this Agreement.

**Section 9. Insurance and Indemnification Requirements.** The Partnership shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Easements.

(a) **Required Coverage.** The Partnership must maintain and keep in force, at the Partnership's sole cost and expense, the following insurance:

(1) Workers' Compensation insurance, as required by the State of California and consistent with statutory limits, and Employers' Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury or disease.

(2) Commercial General Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) aggregate combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. Products and Completed Operations coverage must be obtained no later than completion of construction of the Development. The Partnership shall cause the Partnership's general contractor to maintain Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

**(b) General Requirements.**

(1) The required insurance must be provided under an occurrence form, and the Developer must maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three (3) times the occurrence limits specified above.

(2) Commercial General Liability insurance must be endorsed to name as additional insureds the City and its elected officials, officers, directors, representatives, consultants, employees, and agents. The endorsement must include liability arising out of work or operations performed by or on behalf of the Partnership including materials, parts, or equipment furnished in connection with such work or operations. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

(3) The Partnership's insurance must be primary to any other insurance (including self-insurance) available to the City (including elected officials, officers, directors, representatives, consultants, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Partnership's insurance and shall not contribute with it.

(4) No policy shall be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City by first class mail.

(5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

**Section 10. Indemnification.** The Partnership hereby agrees to release, indemnify and defend the City, its councilmembers, its officers, its employees from and against any and all

claims, liabilities, losses, damages, costs and expenses arising from or as the result of the death of, or any accident, injury, loss or damage to, any person or property that occurs within the Easements. Notwithstanding the foregoing, the City will not be entitled to such indemnification for any damage to the extent caused by its own negligence or by its willful misconduct.

**Section 11. Remedies.** If there is a material breach of any provision of this Agreement, a non-breaching Party may serve written notice of the breach on the breaching Party. If the breach is not cured within thirty (30) days following receipt of the notice of breach (or such longer period as is reasonably necessary to remedy such breach, provided that the breaching Party shall continuously and diligently pursue such remedy at all times until such breach is cured), the non-breaching Party may take any and all action as permitted by law.

**Section 12. No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public purposes whatsoever. It is the intention of the Parties that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Access Easement or any portion thereof is by permission and subject to the mutual agreement of the Parties. Notwithstanding anything to the contrary herein, the Parties may, by mutual agreement, periodically restrict ingress and egress to and from any or all of the Access Easement in order to prevent any type of prescriptive easement from arising by reason of continued public use.

**Section 13. Notices.** Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Party as follows:

City: City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attn: Housing Division

Partnership: PD Millenium Partners LP  
100 Pacifica, Suite 203  
Irvine, CA 92618

Notices shall be deemed received as of the date delivered or delivery was refused as shown on the return receipt. The foregoing addressed may be change by notice given as provided in this Agreement. Each Party shall promptly notify each of the other Party of any change in its address as last disclosed.

**Section 14. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute this Agreement.

**Section 15. Legal Actions.** If any legal action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover against the Party not prevailing, all reasonable costs, including attorneys' fees, incurred in the action.

**Section 16. Entire Agreement.** This Agreement contains the entire agreement between the Owners relating to the rights granted and the obligations hereunder assumed. Any oral representations or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by the Parties.

**Section 17. Exhibits.** Any and all Exhibits referred to in this Agreement are incorporated in this Agreement by this reference.

**Section 19. Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their permitted successors and assigns.

**Section 20. Amendments.** This Agreement may be amended or modified only by a written instrument executed by the Parties.

**Section 21. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

WHEREFORE the Parties have executed this Agreement as of the date first written above.

**CITY:**

CITY OF PALM DESERT  
a municipal corporation

By: \_\_\_\_\_  
Jan C. Harnik, Mayor

ATTEST:

By: \_\_\_\_\_  
Anthony Mejia, City Clerk

**PARTNERSHIP:**

PD MILLENNIUM PARTNERS LP,  
a California limited partnership

By: PC Gerald Ford Developers LLC,  
a California limited liability company,  
Its administrative general partner

By: Palm Companies LLC,  
a California limited liability  
company, Its managing member

\_\_\_\_\_  
By: Danavon L. Horn, President

EXHIBIT A  
Legal Description of Phase I Parcel

**EXHIBIT A-1**

**DEPICTION OF PHASE I PARCEL (Highlighted in Yellow)**  
Metes and Bounds Legal Description to be provided at Recordation

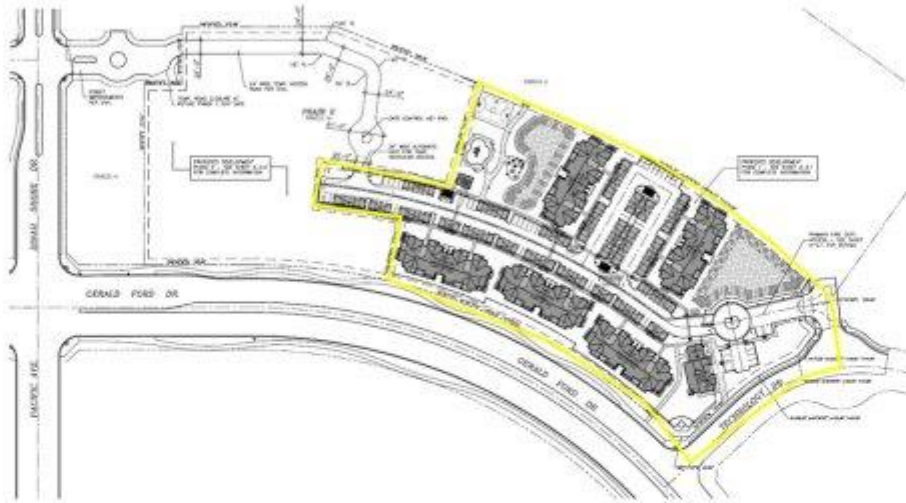


EXHIBIT B  
Legal Description of Parcel 9

**EXHIBIT A-3**

**DEPICTION OF PARCEL 9 (Highlighted in Yellow)**  
Metes and Bounds Legal Description to be provided at Recordation

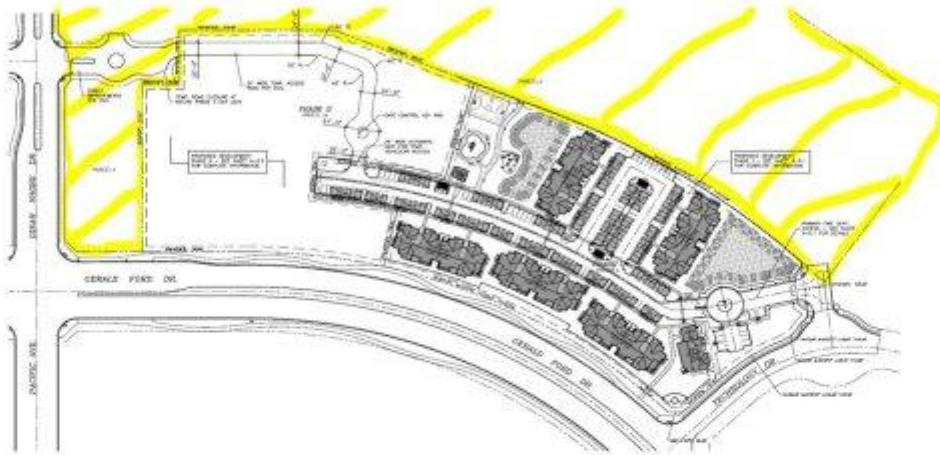
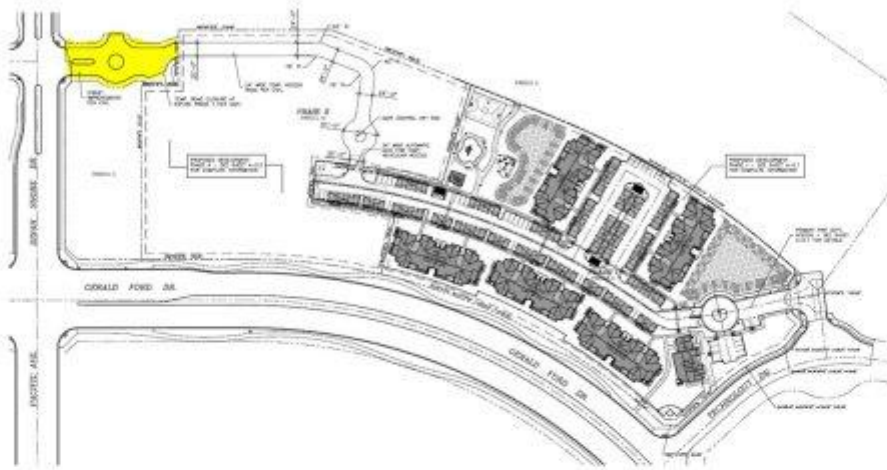


EXHIBIT C  
Description of Access Easement





RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attention: Housing Division

WITH A COPY TO:

PD Millenium Partners LP  
100 Pacifica, Suite 203  
Irvine, CA 92618  
Attention: President

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### **MAINTENANCE EASEMENT AGREEMENT**

This MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ 2025, by and between, PD MILLENIUM PARTNERS LP, a California limited partnership, (the "Partnership"), and the CITY OF PALM DESERT, a municipal corporation (the "City"), individually a "Party" and collectively referred to herein as the "Parties".

### **RECITALS**

A. The Partnership owns an approximately 6.02-acre parcel of real property located on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California, as more particularly described in Exhibit A attached hereto ("Phase I Parcel"), on which the Partnership intends to construct and own one hundred twenty (120) units of affordable rental housing commonly known as Palm Villas I ("Phase I Project").

B. The City owns an approximately 4.47-acre parcel of real property located on the north side of Gerald Ford Drive between Portola Road and Cook Street in Palm Desert, California in the City of Palm Desert, California (the "Phase II Parcel"). The Phase II Parcel is adjacent to the Phase I Parcel and is intended to be Phase II of the Palm Villa development with one hundred nineteen (119) units of affordable rental housing.

C. The City owns approximately 26.14-acre parcel of real property located on the Dina Shore Drive in Palm Desert, California in the City of Palm Desert, California, as more particularly described in Exhibit B attached hereto (the "Parcel 9"). Parcel 9 adjoins the Phase I Parcel and the Phase II Parcel.

D. As part of the Phase I Project, the Partnership intends to construct an eight (8) foot high wall along the north boundary line of the Phase I Parcel adjacent to Parcel 9 (the "Phase I Wall").

E. The Parties anticipate that the development of the Phase II Parcel will also necessitate the development of a boundary wall between the Phase II Parcel and Parcel 9.

F. In Connection with the Phase I Project, the Partnership desires to secure a non-exclusive, appurtenant easement for access over Parcel 9 along the Phase I Wall to remove any sand build-up against the wall and to maintain and repair the exterior of the Phase 1 Wall in connection with such access.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Grant of Easement. The City hereby grants the Partnership and its contractors, employees, and agents (the "Permitted Parties"), for the benefit of the Phase I Parcel a non-exclusive easement thirty (30) feet in width for access by the Permitted Parties over and across the Parcel 9, as more particularly described in Exhibit C attached hereto for the purpose of removing sand build-up against Parcel I Wall and to maintain and repair the exterior of the Phase I Wall in connection with such access (the "Easement"). The Developer specifically acknowledges and agrees that the City is granting the Easement to the Developer on an "as is with all faults" basis and subject to all title matters of record and all title matters visible upon inspection.

Section 2. Term. Each covenant, easement, restriction, and undertaking of the Easement contained in this Agreement will be perpetual, unless sooner terminated as a result of the demolition of the housing development on the Phase I Parcel and Phase II Parcel, which are not replaced by another residential development.

Section 3. Nature of Easement. The Easement granted in this Agreement are appurtenant to and for the benefit of the Phase I Parcel. The Easement may not be transferred, assigned, or encumbered except as an appurtenance to the Phase I Parcel.

Section 4. Covenants Running with the Land. The City and the Partnership expressly intend that the covenants contained in this Agreement with respect to the Easement described in this Agreement will be equitable servitudes and covenants running with and benefiting and burdening the Phase I Parcel and Parcel 9.

Section 5. Use of Easement. The Partnership's use of the Easement will be for the purpose of removing sand build-up against Phase I Wall and to maintain and repair the exterior of the Phase I Wall in connection with such access. Prior to commencing the activities on the Easement, the Partnership shall provide its sand removal and maintenance plans to the City for the City's review and reasonable approval.

Section 6. Insurance and Indemnification Requirements. he Partnership shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Easements.

(a) Required Coverage. The Partnership must maintain and keep in force, at the Partnership's sole cost and expense, the following insurance:

(1) Worker's Compensation insurance, as required by the State of California and consistent with statutory limits, and Employers' Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury or disease.

(2) Commercial General Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate combined single limit for Bodily Injury and Property Damage including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. Products and Completed Operations coverage must be obtained no later than completion of construction of the Development.

(b) General Requirements.

(1) The required insurance must be provided under an occurrence form, and the Developer must maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three (3) times the occurrence limits specified above.

(2) Commercial General Liability insurance must be endorsed to name as additional insureds the City and its elected officials, officers, directors, representatives, consultants, employees, and agents. The endorsement must include liability arising out of work or operations performed by or on behalf of the Partnership including materials, parts, or equipment furnished in connection with such work or operations. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

(3) The Partnership's insurance must be primary to any other insurance (including self-insurance) available to the City (including elected officials, officers, directors, representatives, consultants, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Partnership's insurance and shall not contribute with it.

(4) No policy shall be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City by first class mail.

(5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Section 8. Remedies. If there is a material breach of any provision of this Agreement, a non-breaching Party may serve written notice of the breach of the breaching Party. If the breach is not cured within thirty (30) days following receipt of the notice of breach (or such longer period as is reasonably necessary to remedy such breach, provided that the breaching Party shall continuously and diligently pursue such remedy at all times until such breach is cured), the non-breaching Party may take any and all action as permitted by law.

Section 9. No Public Dedication. Nothing herein shall be deemed to be a gift or dedication of any portion of the Easements to the general public or for any public purposes whatsoever. It is the intention of the Parties that this Agreement is strictly limited to and for the purposes herein expressed.

Section 10. Indemnification. The Partnership hereby agrees to release, indemnify and defend the City, its councilmembers, its officers, its employees from and against and all claims, liabilities, losses, damages, costs and expenses arising from or as the result of the death of, or any accident, injury, loss or damage to, any person or property that occurs within the Easements. Notwithstanding the foregoing, the City will not be entitled to such indemnification for any damage to the extent caused by its own negligence or by its willful misconduct.

Section 11. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Party as follows:

City: City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260  
Attn: Housing Division

Partnership: PD Millenium Partners LP  
100 Pacifica, Suite 203  
Irvine, CA 92618  
Attn: President

Notices shall be deemed received as of the date delivered or delivery was refused as shown on the return receipt. The foregoing address may be changed by notice given as provided in this Agreement. Each Party shall promptly notify each of the other Party of any change in its address as last disclosed.

Section 12. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together constitute this Agreement.

Section 13. Legal Action. If any legal action is brought to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to recover against the Party not prevailing, all reasonable costs, including attorneys' fees, incurred in the action.

Section 14. Entire Agreement. This Agreement contains the entire agreement between the Owners relating to the rights granted and the obligation hereunder assumed. Any oral representations or modification concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing signed by the Parties.

Section 15. Exhibits. Any and all Exhibits referred to in this Agreement are incorporated in this Agreement by this reference.

Section 16. Successors an Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their permitted successors and assigns.

Section 17. Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 18 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

WHEREFORE, the Parties have executed this Agreement as of the date first written above.

**CITY:**

CITY OF PALM DESERT,  
a municipal corporation

By:

\_\_\_\_\_  
Jan C. Harnik, Mayor

ATTEST

By:

\_\_\_\_\_  
Anthony Mejia, City Clerk

**PARTNERSHIP:**

PD MILLENNIUM PARTNERS LP,  
a California limited partnership

By: PC Gerald Ford Developers LLC,  
a California limited liability company,  
Its administrative general partner

By: Palm Companies LLC,  
a California limited liability company,  
Its managing member

\_\_\_\_\_  
By: Danavon L. Horn, President

**EXHIBIT A**

**LEGAL DESCRIPTION OF PHASE I**

THE LAND IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DRAFT

**EXHIBIT B**

**LEGAL DESCRIPTION OF PHASE II**

THE LAND IN THE CITY OF PALM DESERT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

DRAFT

**EXHIBIT C**  
**DESCRIPTION OF EASEMENT**

DRAFT

## CALIFORNIA ALL-PURPOSE 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 RIVERSIDE

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_ Place Notary Seal Above

Signature of Notary Public

## CALIFORNIA ALL-PURPOSE 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 RIVERSIDE

On \_\_\_\_\_ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_ Place Notary Seal Above

Signature of Notary Public

# CITY OF PALM DESERT STAFF REPORT

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MEETING DATE: July 10, 2025

PREPARED BY: Anthony J. Mejia, City Clerk

SUBJECT: INTRODUCTION OF AN AMENDING PALM DESERT MUNICIPAL CODE  
SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS

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## **RECOMMENDATION:**

1. Introduce an ordinance entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS."
2. Direct the City Clerk to immediately implement the policy establishing an annual rotation of advisory body chairperson and vice chairperson positions using a numeric seat-based system.

## **BACKGROUND/ANALYSIS:**

At its meeting of June 26, 2025, the City Council introduced an ordinance amending Palm Desert Municipal Code Section 2.34.050 to require annual rotation of advisory body Chair and Vice Chair positions. The intent of this change is to ensure broader participation in leadership roles

Since introduction of the ordinance, the City Council Subcommittee has expressed support for establishing a clear and equitable process to implement the policy. In reviewing current practices, it became apparent that allowing a member to serve consecutively in different officer roles (for example, serving as Chair and then as Vice Chair the following year) could result in effectively holding the Chair position in back-to-back years. To promote transparency and avoid this outcome, staff was asked to develop a rotation framework that would provide clarity and consistency for all advisory bodies.

Staff considered adopting a seniority-based model similar to the system used by the City Council. However, this approach would require tracking each member's prior service history, maintaining a queue of deferred appointments, and applying tie-breakers on a recurring basis. Due to these complexities, staff does not recommend the seniority model.

Instead, staff recommends implementing a numeric seat-based rotation system that assigns each member a seat number and uses this sequence to establish the annual rotation schedule. This system is straightforward to administer and ensures that all members have an equal and predictable opportunity to serve in officer positions.

## **SUMMARY OF RECOMMENDED SYSTEM:**

- Staff will assign numbered seats to members (Seat 1–Seat 7), with the current Chair designated as Seat 7 (end of the rotation) and the current Vice Chair designated as Seat 1 (start of the rotation). All remaining members will be assigned seat numbers in alphabetical order.

- Each seat will have a predetermined schedule for rotating into the Chair role in sequential order (e.g., Seat 1 in July 2025, Seat 2 in July 2026, Seat 3 in July 2027).
- The member occupying a given seat inherits that seat's scheduled turn.
- If a member is in their first year of service when their seat's scheduled turn occurs, their appointment will be deferred to the end of the rotation sequence, and the next eligible seat will advance.
- Members may serve as Vice Chair in any year, regardless of their length of service.
- Members may defer serving as Chair or Vice Chair when their scheduled turn occurs; in such cases, their appointment will be moved to the end of the rotation sequence.

If the City Council concurs, staff recommends immediate implementation to ensure consistency for advisory body meetings occurring prior to the ordinance's effective date.

**FINANCIAL IMPACT:**

There is no financial impact associated with this action.

**ATTACHMENT:**

1. Draft Ordinance

ORDINANCE NO. 1430

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM  
DESERT, CALIFORNIA, AMENDING PALM DESERT MUNICIPAL CODE  
SECTION 2.34.050 RELATED TO ADVISORY BODY OFFICERS

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

SECTION 1. Amendment to Municipal Code. Palm Desert Municipal Code Section  
2.34.050(A), *Officers*, is hereby amended to read as follows:

**Officers.** At the first meeting following July 1st, appointed bodies shall elect a  
chairperson and vice chairperson for a one-year term. The chairperson shall preside over  
all meetings. The vice chairperson shall preside in the chairperson's absence. In the  
chairperson's and vice chairperson's absence, the appointed body may designate a  
presiding officer. Vacancies in either the chairperson or vice chairperson position  
occurring prior to July may be filled at any time by a majority vote of the appointed body.

The chairperson and vice chairperson positions shall rotate annually in accordance  
with a numeric seat-based system established by the City Clerk. Each member shall be  
assigned a seat number that determines the sequence in which they will serve as  
chairperson. When a seat's scheduled turn occurs, the member occupying that seat shall  
be appointed chairperson. If a member is in their first year of service or elects to defer  
serving as chairperson when their turn occurs, their appointment shall be moved to the  
end of the rotation sequence, and the next eligible seat shall advance. Members may  
serve as vice chairperson in any year, regardless of their length of service. No member  
may serve consecutive terms in the same officer position.

ADOPTED ON \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAN C. HARNIK  
MAYOR

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA  
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1430 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on June 26, 2025, and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

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

---

ANTHONY J. MEJIA  
CITY CLERK