

Agenda Item 7h

Da Vall Drive & McCallum Way Exterior Wall Extension
Ratification of Selection of John Barajas Masonry
and Approval of Public Works Construction Agreement
with increased compensation

**PUBLIC WORKS CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE PALM SPRINGS CEMETERY DISTRICT
AND
JOHN BARAJAS MASONRY**

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026 ("Effective Date"), by and between the Palm Springs Cemetery District, a California public cemetery district duly created and established under applicable California law, with a principal place of business located at 31-705 Da Vall Drive, Cathedral City, CA 92234 (hereinafter referred to as the "District") and John Barajas Masonry, a sole proprietor in the State of California, with a principal place of business located at 42-901 Lima Hall Road, Bermuda Dunes, CA 92203 (hereinafter referred to as "Contractor"). The District and the Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, the District desires to retain Contractor, on an independent contractor basis, to construct masonry improvements including block walls, wrought iron panels, plaster finishes, and gates, at 31-705 Da Vall Drive, Cathedral City, California, as more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation by Reference.

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Scope of Services.

- Project Description: Contractor shall construct masonry improvements, including block walls, wrought iron panels, plaster finishes, and access gates, at 31-705 Da

Vall Drive, Cathedral City, California, as more particularly described in Contractor's Proposal dated April 13, 2026, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Proposal" or sometimes the "Project"). This Project constitutes a "public work" within the meaning of California Labor Code Section 1720 *et seq.*, requiring payment of prevailing wages, contractor registration with the Department of Industrial Relations (DIR), and compliance with all applicable Labor Code requirements.

- License Classification: Contractor holds a valid and active **C-29 Masonry Contractor license (No. 446180)** issued by the California Contractors State License Board, which is appropriate for the scope of this Project.
- Approximate Start Date:
- Approximate Completion Date:
- Substantial completion of work evidenced by: Inspection and approval by District Manager.
- It is expressly agreed that except for extensions of time duly granted by the District in writing, time shall be of the essence.
- The Parties agree that the specifications, standards, and procedures set forth in the most recent edition of the Greenbook: Standard Specifications for Public Works Construction ("Greenbook") shall govern the construction and completion of the Project, and to such extent the Greenbook is incorporated herein by this reference. In the event any conflict exists between this Agreement and the Greenbook, the terms of this Agreement shall control, unless otherwise required by applicable law.
- The Project shall be constructed in accordance with applicable law, the requirements set forth in this Agreement, the plans prepared by MSA Consulting, Inc. (the District's consultant) as such plans have been approved by the City of Cathedral City, and the permits issued by the City of Cathedral City.
- To the extent Contractor will subcontract for performance of specific activities for the Project, such subcontracts will not in any way diminish or waive Contractor's obligations under this Agreement.

3. Contractor Information.

- Address: 42-901 Lima Hall Rd., Bermuda Dunes, CA 92203 (760) 325-3912.
- CSLB License No. 446180.

4. Insurance Coverage.

a. Contractor shall, at its own cost and expense, procure prior to commencing any work under this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall, at its own cost and expense, procure prior to commencing any work under this this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall, at its own cost and expense, procure prior to commencing any work under this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. Contractor shall provide proof of current registration with the Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5 prior to commencing any work under this Agreement. If any class of employees employed by Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the District. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the District, and to require any and all subcontractors and any other person or entity involved in the Project to do the same. Additionally, Contractor shall execute and file with the District the certification as required by California Labor Code Section 1861, as set forth in Exhibit "D."

d. All policies required by this Section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the Project or the performance of this Agreement, provide the insurance coverages required by this Section at a minimum, and name as additional insureds the parties to this Agreement. 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.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the District provides written authorization to terminate the coverages following the District's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any self-insured retentions.

h. In the event Contractor maintains insurance with broader coverage and/or limits of liability greater than those required in this Agreement, the District requires and shall be entitled to the broader coverage and/or higher limits of liability maintained by Contractor. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

i. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation any and all liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the District harmless shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

j. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the District, and/or its officials, officers, employees, servants, volunteers, agents and independent contractors; and all services under this Agreement shall be discontinued immediately until notice is received by the District that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the District. Any failure to maintain the required insurance, including insurance required of any subcontractors or others involved in any way with the services performed for the Project, shall be sufficient cause for the District to terminate this Agreement.

k. The requirements set forth in Section 4.f. shall survive termination of this Agreement.

5. Insurance Documentation.

a. Contractor shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverages required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of any work under this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to and retained by the District at all times until expiration of the term of this Agreement as defined in Section 10 of this Agreement.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds with respect to liability arising out of work performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor waives and shall require the carriers of all required insurance policies to waive all rights of subrogation against the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits

(except by paid claims) unless the insurer has provided the District with at least thirty (30) calendar days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) calendar days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. With the exception of workers' compensation insurance, all insurance policies required to be provided by Contractor or any other party under this Agreement must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors.

6. Security.

a. Contractor shall, concurrently with the signing of this Agreement and to the extent not already completed, furnish a payment bond at no cost or expense to the District, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to **Three Hundred Thirteen Thousand Two Hundred Forty Four Dollars and No Cents (\$313,244.00)**, as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the signing of this Agreement and to the extent not already completed, furnish a performance bond at no expense to the District, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the District equal to **Three Hundred Thirteen Thousand Two Hundred Forty Four Dollars and No Cents (\$313,244.00)**, as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the District's legal counsel.

d. The payment bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first. The performance bond shall remain in force until at least (1) year after the date of final acceptance of the Project, unless the District

determines, in its sole and absolute discretion, to release the performance bond earlier and notifies Contractor of the same in writing.

7. Compensation; Payments.

a. Contractor shall be paid compensation not-to-exceed **Three Hundred Thirteen Thousand Two Hundred Forty Four Dollars and No Cents (\$313,244.00)** for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials, in accordance with the Scope of Services set forth in Section 2 of this Agreement. Contractor shall pay prevailing wages for all work as required by California Labor Code Sections 1720 through 1861 and shall maintain and furnish all certified payroll records as required by applicable law. The District shall file a PWC-100 form with the DIR within five (5) calendar days of the Parties signing of this Agreement.

b. Contractor shall invoice the District for the performance of the services under this Agreement in the amount agreed upon by the Parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within thirty (30) calendar days of receipt of the invoice by the District, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the District in accordance with the terms of this Agreement.

c. Pursuant to California Public Contract Code Section 9203, the District shall retain no less than five percent (5%) of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) calendar days from the date of the District's acceptance of the work pursuant to this Agreement.

8. Substitution of Securities.

a. In conformance with California Public Contract Code Section 22300, Contractor may substitute securities for any monies withheld by the District to ensure performance under this Agreement.

b. At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the District. Upon Contractor's completion of its obligations hereunder, as evidenced by the District's acceptance of the work pursuant to Section 13 of this Agreement, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the District within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the District and shall designate Contractor as the

beneficial owner. Alternatively, on written request of Contractor, the District shall make payments of the retention earnings directly to the escrow account.

9. Extra Work and Change Orders.

Extra work and change orders shall become a part of this Agreement only if the extra work or change order is approved in writing and signed by the District's authorized representative and Contractor, prior to the commencement of any extra work or change in work covered by the change order. Any extra work performed without prior written authorization of the District's authorized representative shall be at Contractor's sole risk and expense. The District's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The District shall not require Contractor to perform any extra work or a change in work without the written authorization of the District's authorized representative. A change order shall not be enforceable against the District unless the change order complies with this provision.

10. Term of Agreement.

The term of this Agreement shall commence on the Effective Date set forth in the Preamble of this Agreement and shall expire one (1) year following the District's acceptance of the Project pursuant to this Agreement, or upon release of the performance bond in accordance with Section 6.d. of this Agreement, whichever occurs first. Contractor will perform the services described in the Scope of Services set forth in Section 2 of this Agreement and in any approved change orders pursuant to Section 9 of this Agreement upon commencement of the term of this Agreement, subject to the District first receiving the information and documentation required by Sections 4, 5, and 6 of this Agreement.

11. Independent Contractor.

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to District employees and not to independent contractors.

12. Civil Code Section 1542 Waiver.

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party

does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Contractor's Initials

13. Acceptance of Work.

Acceptance of the Project shall be by action of the District or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the District of any defects in the Project. From and after acceptance, the Project shall be owned and operated by the District. As a condition to acceptance, Contractor shall certify to the District in writing that all of the Project performance and work, including but not limited to the Scope of Services, has been performed in strict conformity with this Agreement, and that all costs have been paid in full, satisfactory to the District, guaranteeing such performance.

14. Warranty.

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use, for a duration that shall continue until expiration of the term of this Agreement as described in Section 10 of this Agreement, or the longest period permitted by applicable law, whichever is later. If any defects in materials or workmanship become evident prior to expiration of the warranty granted in this Section, Contractor shall, at its own cost and expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with this Agreement. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the District by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the District is hereby

authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the full amount of all cost and charges therefor immediately on demand.

b. If, in the reasonable opinion of the District, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the District or to prevent interruption of operations, the District shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may proceed to make such correction or provide such repair. All costs and charges of such correction or repair shall be charged against Contractor, who agrees to make payment for all such costs and charges immediately on demand. Corrective action by the District will not relieve Contractor or Contractor's sureties or insurers of the guarantees, insurance and indemnities of this Agreement.

c. This Section does not in any way limit the District's remedies available under the law or in equity, or the guarantee or warranty on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee or warranty period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the District all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the guarantees, insurance and indemnity provisions of this Agreement.

15. Indemnification.

a., Contractor agrees to and shall, to the fullest extent permitted by law, defend, indemnify, protect, and hold harmless the District, and its officials, officers, agents, employees and volunteers, with legal counsel acceptable to the District in its sole discretion, from and against any and all claims, demands, actions, losses, damage, injuries, liability, legal proceeding, enforcement action, administrative action or proceeding, and cause of action, direct or indirect (including any and all costs and expenses in connection therewith), including all financial or performance obligations arising from any judgment, decree, order, or other written decision or arising from any settlement, that directly or indirectly pertains or relates to, involves, arises out of, or results from, in whole or in part, any of the following: (1) any act or omission of Contractor or its subcontractors, suppliers, or vendors, of any contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Contractor may be liable, in connection with the performance or nonperformance of this Agreement, and the compliance or noncompliance with applicable law; (2) the default or breach of any obligation of Contractor hereunder; (3) the use of any products, material or equipment furnished by Contractor or its subcontractors, suppliers, or vendors, of every contracting tier; or (4) the performance

of Contractor's obligations or activities contemplated in this Agreement. The foregoing indemnification will also apply to a violation of a legal duty, including but not limited to, active or passive negligence, strict liability, breach of contract, or intentional or willful misconduct by Contractor or its subcontractors, suppliers, or vendors, of every contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Contractor may be liable. The District, and its officials, officers, agents, employees and volunteers, will be entitled to recovery of attorneys' fees incurred as a result of Contractor's failure to provide the defense and indemnity required by this Agreement. Nothing in this Section 15.a. shall be construed to mean that Contractor will indemnify, defend and hold harmless the District, and its officials, officers, agents, employees and volunteers, to the extent of claims arising from the established gross negligence or willful misconduct of the District, or its officials, officers, agents, employees or volunteers.

b. The District does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, injury, liability, loss, cost or expense described herein. As set forth in and without limiting the generality of Section 4i, any applicable insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

c. The District will promptly notify Contractor in writing of any suit or claim. Contractor will have the right to control the defense and settlement of such claim; provided, however, that the District will be entitled to participate in the defense of such claim and to employ counsel at Contractor's cost and expense to assist in handling the suit or claim, and provided further, that Contractor will not take any action in defense or settlement of the claim that would negatively impact the District, or its officials, officers, agents, employees and volunteers. Contractor will not settle or compromise the defense of any such suit, claim, action, proceeding, cost, expense, damage, loss or liability on behalf of any of the District, or its officials, officers, agents, employees and volunteers, or permit a default judgment to be taken against the District, or its officials, officers, agents, employees and volunteers, without the prior written approval of the District, and its impacted officers, officials, agents, employees and volunteers. Contractor will use reasonable efforts to mitigate the damages or losses hereunder.

d. Contractor agrees that the duty to defend referenced in this Agreement is wholly independent from the duty to indemnify, arises upon written notice by the District, or its officials, officers, agents, employees and volunteers, of any losses and liabilities within the potential scope of the indemnification provision, and exists regardless of any determination of the ultimate liability of the District, or any of its officials, officers, agents,

employees and volunteers.

e. The indemnity provisions contained in this Agreement shall survive expiration or sooner termination of this Agreement.

16. Default.

a. Subject to a force majeure delay described in subsection g. below, failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and will complete such cure, correction or remedy with reasonable diligence.

b. The injured Party will give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice will not constitute a waiver of any default, nor will it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default will not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies will not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party will give the Party in default written notice of such default. The Party in default will have a period of ten (10) calendar days after such notice is given within which to cure the default prior to exercise of remedies by the injured Party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party will give the Party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Party in default will have such period to effect a cure prior to exercise of remedies by the injured Party. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and the Party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Party in default will have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured Party; provided, however, in no event shall the injured Party be precluded from exercising its remedies if its security becomes or is about to become materially jeopardized by a failure to cure a default or if the default is not cured within ninety (90) calendar days after the first notice of default is given.

e. In the event that a default of any Party to this Agreement may remain

uncured following written notice and the opportunity to cure, as provided above, then, in addition to any other rights and remedies, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy at law or in equity consistent with the purpose of this Agreement; provided, however, recovery of damages against the District shall not exceed the direct out-of-pocket costs, if any, of Contractor that are caused by the uncured default of the District.

f. In the event Contractor shall be in default of this Agreement, the District shall be permitted to suspend all payments to Contractor until such time that Contractor cures the default to the District's satisfaction. Notwithstanding anything to the contrary, Contractor's failure to provide all insurance documents, certificates of insurance and endorsements, and security, required of Contractor and as prescribed in Sections 4, 5, and 6 of this Agreement, by itself, shall be deemed a default of this Agreement without the need for the Parties to engage in the notice and opportunity to cure process set forth in this Section.

g. Performance by either Party hereunder will not be deemed to be in default for the period of the "force majeure delay" where delays or defaults are due to a "force majeure event", as follows:

(1) For purposes of this subsection g., a "force majeure event" means any of the following events, provided that they actually delay and interfere with the timely performance of the matter to which they would apply and, despite the exercise of diligence and good business practices, are beyond the reasonable control of the Party claiming such interference: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism, epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation including litigation challenging the validity of this transaction or any element thereof; unusually severe weather; inability to secure necessary materials or tools; acts of the other Party; acts or failure to act of any governmental authority having jurisdiction over the Project; the imposition of any applicable moratorium by any governmental authority having jurisdiction over the Project; or any other causes which, despite the exercise of diligence and good business practices, are or would be beyond the reasonable control of the Party claiming such delay and interference. A "force majeure event" shall not, under any circumstances, include delay caused by or relating to the financial condition or insolvency on the part of Contractor. Notwithstanding the foregoing, none of the foregoing events will constitute a "force majeure event" unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. A Party

claiming a “force majeure delay” must first deliver such written notice within ten (10) business days after it obtains actual knowledge of the event.

(2) For purposes of this subsection g., a “force majeure delay” means any delay in taking any action required by this Agreement, which delay is proximately caused by the occurrence of a “force majeure event”.

17. Licenses, Certifications and Permits.

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

18. Labor Laws, Prevailing Wages.

a. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor’s employees and independent contractors, or Contractor’s subcontractors and its subcontractors’ employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable state and federal labor laws, rules and regulations including, but not limited to, any state or federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under applicable law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Contractor and all of Contractor’s subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing

hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm>, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the District an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the District twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

d. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor

Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the District or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) calendar days of Contractor’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

e. Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the DIR pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor’s employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

f. Contractor will indemnify, protect, defend and hold harmless the District, and its officers, officials, agents, employees and volunteers, with counsel chosen by the District in their sole discretion, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) (collectively, the “**Claims**”) which, in connection with the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state or federal prevailing wages and the enforcement of same); (2) the implementation of Section 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Contractor to provide any disclosure or identification required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Contractor to provide or have maintained all bonds to secure the payment of contractors (including the payment of wages to workers performing any public

work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and (5) failure by Contractor to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The foregoing indemnity will survive termination of this Agreement.

19. **Notices**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the District: Kathleen Jurasky, District Manager
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234
Email: kjurasky@pscemetery.com

With a Copy to: Kane Ballmer & Berkman
515 S. Figueroa St., Suite 780
Los Angeles, CA 90071
Attn: Kendall D. Levan, Esq.
Email: kendall@kbblaw.com

To Contractor: John Barajas Masonry
42-901 Lima Hall Rd.
Bermuda Dunes, CA 92203
Attn: John Barajas
Email: info@barajasmasonry.com

b. Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), will be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required will be deemed received on the date of receipt thereof.

20. **Substitution of Subcontractor.**

Pursuant to *Synergy Project Management v. the City and County of San Francisco*, 33 Cal.App.5th 21 (2019), the District may initiate substitution proceedings and direct

Contractor to remove any subcontractor from performing any work on the Project, in the event the District deems such subcontractor's performance to be substantially unsatisfactory and not in substantial accordance with the Project's plans and specifications.

21. Termination of Agreement.

This Agreement may be terminated by the District immediately for cause. The District may terminate this Agreement without cause upon thirty (30) calendar days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination. For purposes of this Section, the District Manager or his or her designee shall have the authority to take action on behalf of the District.

22. Miscellaneous Provisions.

a. Severability. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. Governing Law. The laws of the State of California will govern the interpretation and enforcement of this Agreement and the legal relation between the Parties, without reference to the principles relating to conflicts of laws.

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

d. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California. Contractor hereby waives any ability to transfer venue pursuant to Code of Civil Procedure Section 394.

e. Litigation Expenses and Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged default of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its

costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof. This provision will also apply to any post-judgment action by any Party hereto, including without limitation, efforts to enforce a judgment.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to constitute evidence of the Agreement having been executed.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the District and Contractor. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the District officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with the District pursuant to the written instructions provided by the District.

i. Independent Review by Legal Counsel. The Parties acknowledge and agree that each Party has had a full and fair opportunity to review and negotiate the terms of this Agreement with legal counsel of its own choosing. Accordingly, this Agreement shall not be construed against any Party as the drafter of this Agreement pursuant to California Civil Code Section 1654 or otherwise.

j. Authority. Each Party hereby represents that the persons executing this Agreement on behalf of such Party have been duly authorized and have full power and authority to enter into, sign, and execute this Agreement on such Party's behalf and to bind such Party pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

DISTRICT:

PALM SPRINGS CEMETERY DISTRICT

Kathleen Jurasky, District Manager

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

Kendall D. Levan, District General Counsel

CONTRACTOR:

JOHN BARAJAS MASONRY

John Barajas, Owner/Sole Proprietor

EXHIBIT "A"

PROPOSAL

[behind this page]



License No. 446180

Proposal

File No. 3320REV5

42-901 Lima Hall Rd. Bermuda Dunes, CA 92203 (760) 345-3912 Fax (760) 360-0273
 Email: Info@BarajasMasonry.com

Proposal Submitted To:	Email: Kathleen	Date: 6/4/26
Palm Springs Cemetery District	Job Name: Palm Springs Cemetery	
31705 Da Vall Dr.	31705 Da Vall Dr.	
Cathedral City, CA 92234	Cathedral City	CA
	Architect: MSA Engineering	Plan Date: 4-1-26

We hereby submit specifications and estimates for:

Construct 20ft long wall panels with 10 ft wrought iron to match existing per MSA grading plan.
 Wall panels on Da Vall north to McCallum Way, west on McCallum to existing wall west of well site.

- Aprox 1,261 LF x 6'-8" high w/ footing, setting gate posts, install gate track - \$156,690.00
- Plaster on wall color and texture to match existing block walls - \$66,959.00
- Wrought panels (67) 10 x 5'-2" & additional sections per MSA plan to match existing painted black - \$60,803.00
- Double swing gate at well site 25' wide x 6' high painted black - \$ 8,745.00
- Rolling gate at McCallum Way & Azur Dr 30' wide x 6' high painted black - \$8,718.00
- Rolling gate motor, safety loops and 2 key pads for access - \$11,330.00

Excludes - Permit, Survey, Rough grading, Existing fence Relocation or Removal, Electric supply for rolling gate at Azure & McCallum. footing spoils removal. Painting wall

*Ample water and electricity on job site furnished by others *Bid excludes Bond and Waiver of Subrogation insurance requirements.

Items	Inc.	Not Inc.	Not Applicable	Items	Inc.	Not Inc.	Not Applicable
Painting		X		Masonry Clean-up	X		
Block Material	X			Permits	X		
Caulking			X	Rebar	X		
Footing Spoils Removal		X		Rough Grading & Backfill		X	
Footings	X			Shoring Material			X
Grout	X			Shoring Labor			X
Footing Connection	X			Scaffolding			X

All labor Necessary for completion of above, for the sum of:

Three Hundred Thirteen Two Hundred Forty four \$313,244.00

With payment to be made as follows: Progress Payments with no retention

Authorized Signature: John Barajas

NOTE: This proposal may be withdrawn by us if not accepted in writing within (10) days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Signature: _____

Date: _____ Signature: _____

EXHIBIT "B"

PAYMENT BOND

I/We, John Barajas Masonry, a sole proprietorship, as Principal, and [SURETY NAME], as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Palm Springs Cemetery District ("District") and those for whose benefit this bond insures in the sum of **Three Hundred Thirteen Thousand Two Hundred Forty Four Dollars and No Cents (\$313,244.00)**. The District and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by the District and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with the District such amount as the District may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and the District regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should the District become a party to any action on this bond, that each will also pay the District's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 2026.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal
Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

KANE, BALLMER & BERKMAN

City and State

Telephone Number

Kendall D. Levan, District General Counsel

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "C"

PERFORMANCE BOND

I/We, John Barajas Masonry, a sole proprietorship, as Principal, and [SURETY NAME], as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Palm Spring Cemetery District ("District") for payment of the penal sum of **Three Hundred Thirteen Thousand Two Hundred Forty Four Dollars and No Cents (\$313,244.00)**. The District and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by the District and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the District, the District's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with the District such amount as the District may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and the District regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the District's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2026.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

APPROVED AS TO FORM:

City and State

KANE, BALLMER & BERKMAN

Telephone Number

Kendall D. Levan, District General Counsel

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "D"

CERTIFICATION PURSUANT TO SECTION 4.C. OF AGREEMENT

"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. I further certify that I am a sole proprietor with no employees and am exempt from workers' compensation requirements, **OR** that I will maintain workers' compensation insurance as required by law throughout the duration of this contract.

[CHECK ONE: Exempt (No Employees) Will Maintain Insurance]."

Signature

Agenda Item 7i

Da Vall Drive & McCallum Way Exterior Wall Extension
Selection of Bradley Electric, Inc. and
Approval of Public Works Construction Agreement for a
Not-To-Exceed Amount of \$12,939.

**PUBLIC WORKS CONSTRUCTION AGREEMENT
BY AND BETWEEN
THE PALM SPRINGS CEMETERY DISTRICT
AND
BRADLEY ELECTRIC, INC.**

THIS PUBLIC WORKS CONSTRUCTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026 ("Effective Date"), by and between the Palm Springs Cemetery District, a California public cemetery district duly created and established under applicable California law, with a principal place of business located at 31-705 Da Vall Drive, Cathedral City, CA 92234 (hereinafter referred to as the "District") and Bradley Electric, Inc., a California stock corporation, with a principal place of business located at 42215 Washington Street, Suite 381, Palm Desert, CA 92211 (hereinafter referred to as "Contractor"). The District and the Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, the District desires to retain Contractor, on an independent contractor basis, to perform electrical construction work, excavation, backfill, installation of electrical equipment, copper wiring and related fixtures and equipment, at 31-705 Da Vall Drive, Cathedral City, California, as more particularly described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation by Reference.

The foregoing recitals are hereby expressly made a part of this Agreement as though fully set forth herein.

2. Scope of Services.

- Project Description: Contractor shall perform electrical construction work, excavation, backfill, installation of electrical equipment, copper wiring and related fixtures and equipment, at 31-705 Da Vall Drive, Cathedral City, California, as more particularly described in Contractor's Proposal dated June 12, 2025, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Proposal" or sometimes the "Project"). This Project constitutes a "public work" within the meaning of California Labor Code Section 1720 *et seq.*, requiring payment of prevailing wages, contractor registration with the Department of Industrial Relations (DIR), and compliance with all applicable Labor Code requirements.
- License Classification: Contractor holds a valid and active **C-10 Electrical Contractor license (No. [REDACTED])** issued by the California Contractors State License Board, which is appropriate for the scope of this Project.
- Approximate Start Date: [REDACTED]
- Approximate Completion Date: [REDACTED]
- Substantial completion of work evidenced by: Inspection and approval by District Manager.
- It is expressly agreed that except for extensions of time duly granted by the District in writing, time shall be of the essence.
- The Parties agree that the specifications, standards, and procedures set forth in the most recent edition of the Greenbook: Standard Specifications for Public Works Construction ("Greenbook") shall govern the construction and completion of the Project, and to such extent the Greenbook is incorporated herein by this reference. In the event any conflict exists between this Agreement and the Greenbook, the terms of this Agreement shall control, unless otherwise required by applicable law.
- The Project shall be constructed in accordance with applicable law, the requirements set forth in this Agreement, the plans prepared by MSA Consulting, Inc. (the District's consultant) as such plans have been approved by the City of Cathedral City, and the permits issued by the City of Cathedral City.
- To the extent Contractor will subcontract for performance of specific activities for the Project, such subcontracts will not in any way diminish or waive Contractor's obligations under this Agreement.

3. Contractor Information.

- Address: 42215 Washington Street, Suite 381, Palm Desert, CA 92211 (310) 614-0431.
- CSLB License No. [REDACTED].

4. Insurance Coverage.

a. Contractor shall, at its own cost and expense, procure prior to commencing any work under this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, commercial general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by Contractor or its officers, employees, servants, volunteers and agents and independent contractors. Contractor shall provide insurance on an occurrence, not claims-made basis. Contractor acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess insurance, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

b. Contractor shall, at its own cost and expense, procure prior to commencing any work under this this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars in the aggregate (\$2,000,000), covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers and agents and independent contractors in performing the services required by this Agreement.

c. Unless Contractor has no employees and is exempt from worker's compensation requirements, Contractor shall, at its own cost and expense, procure prior to commencing any work under this Agreement and maintain until both the completion of all work under this Agreement and expiration of the term of this Agreement as defined in Section 10 of this Agreement, workers' compensation insurance providing coverage as required by the California State Workers' Compensation Law. Contractor shall provide proof of current registration with the Department of Industrial Relations (DIR) pursuant to California Labor Code Section 1725.5 prior to commencing any work under this Agreement. If any class of employees employed by Contractor pursuant to this Agreement is not protected by the California State Workers' Compensation Law,

Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the District. Contractor agrees to waive its statutory immunity under any workers' compensation or similar statute, as respecting the District, and to require any and all subcontractors and any other person or entity involved in the Project to do the same. Additionally, Contractor shall execute and file with the District the certification as required by California Labor Code Section 1861, as set forth in Exhibit "D."

d. All policies required by this Section shall be secured from insurers authorized to do business in the State of California with an "A" policyholder's rating or better and a financial rating of at least Class VII, in accordance with the current Best's Ratings.

e. Contractor agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Contractor enters into contracts or whom Contractor hires or retains pursuant to or in any way related to the Project or the performance of this Agreement, provide the insurance coverages required by this Section at a minimum, and name as additional insureds the parties to this Agreement. 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.

f. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Contractor agrees to maintain all coverages required herein until the District provides written authorization to terminate the coverages following the District's review and determination that all liability posed under this Agreement as to the party providing insurance has been eliminated.

g. Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible for payment of any self-insured retentions.

h. In the event Contractor maintains insurance with broader coverage and/or limits of liability greater than those required in this Agreement, the District requires and shall be entitled to the broader coverage and/or higher limits of liability maintained by Contractor. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

i. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation any and all liability under the indemnity provisions of this Agreement. The duty to indemnify and hold the District harmless shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the

amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, sub-contractors, or anyone employed directly or indirectly by any of them.

j. Contractor agrees and acknowledges that if it fails to obtain all of the insurance required in this Agreement in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the Project, Contractor shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the District, and/or its officials, officers, employees, servants, volunteers, agents and independent contractors; and all services under this Agreement shall be discontinued immediately until notice is received by the District that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the District. Any failure to maintain the required insurance, including insurance required of any subcontractors or others involved in any way with the services performed for the Project, shall be sufficient cause for the District to terminate this Agreement.

k. The requirements set forth in Section 4.f. shall survive termination of this Agreement.

5. Insurance Documentation.

a. Contractor shall provide certificates of insurance with original endorsements to the District as evidence of the insurance coverages required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of any work under this Agreement. Contractor shall ensure that the most current certification of insurance shall be delivered to and retained by the District at all times until expiration of the term of this Agreement as defined in Section 10 of this Agreement.

b. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by comprehensive general liability and commercial vehicle liability policies shall bear endorsements whereby it is provided that the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors are named as additional insureds with respect to liability arising out of work performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

c. Contractor waives and shall require the carriers of all required insurance policies to waive all rights of subrogation against the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors.

d. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party, or reduced in coverage or limits (except by paid claims) unless the insurer has provided the District with at least thirty (30) calendar days prior written notice of said cancellation, non-renewal, or reduction, with the exception that only ten (10) calendar days prior written notice shall be required in the event of cancellation for nonpayment of premium.

e. With the exception of workers' compensation insurance, all insurance policies required to be provided by Contractor or any other party under this Agreement must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the District, and its officials, officers, employees, servants, volunteers, agents and independent contractors.

6. Security.

a. Contractor shall, concurrently with the signing of this Agreement and to the extent not already completed, furnish a payment bond at no cost or expense to the District, in substantially the same form as that attached hereto and made part hereof as Exhibit "B," in an amount equal to **Twelve Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$12,939.00)**, as security of the payment of all persons performing labor and furnishing materials in connection with this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

b. Contractor shall, concurrently with the signing of this Agreement and to the extent not already completed, furnish a performance bond at no expense to the District, in substantially the same form as that attached hereto and made part hereof as Exhibit "C," or deposit an amount with the District equal to **Twelve Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$12,939.00)**, as security for the faithful performance of this Agreement. To be acceptable, the surety company must be authorized to do business and have an agent for service of process in California, be on the accredited list of the United States Treasury Department, and have an "A" policyholder's rating and a financial rating of Class V, or better, in accordance with the current Best's Rating.

c. The surety on any and all bonds and the form thereof shall be satisfactory to the District's legal counsel.

d. The payment bond shall remain in force and shall not be released until at least seven (7) months after the date of recordation of the Notice of Completion or Notice of Acceptance, whichever occurs first. The performance bond shall remain in force until at least (1) year after the date of final acceptance of the Project, unless the District determines, in its sole and absolute discretion, to release the performance bond earlier and notifies Contractor of the same in writing.

7. Compensation; Payments.

a. Contractor shall be paid compensation not-to-exceed **Twelve Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$12,939.00)** for the services rendered by Contractor pursuant to this Agreement, including profit, labor and materials, in accordance with the Scope of Services set forth in Section 2 of this Agreement. Contractor shall pay prevailing wages for all work as required by California Labor Code Sections 1720 through 1861 and shall maintain and furnish all certified payroll records as required by applicable law. The District shall file a PWC-100 form with the DIR within five (5) calendar days of the Parties signing of this Agreement.

b. Contractor shall invoice the District for the performance of the services under this Agreement in the amount agreed upon by the Parties herein. Subject to the retention provisions below, Contractor shall be paid the amount specified in the invoice within thirty (30) calendar days of receipt of the invoice by the District, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the District in accordance with the terms of this Agreement.

c. Pursuant to California Public Contract Code Section 9203, the District shall retain no less than five percent (5%) of the compensation to be paid to Contractor which shall be released to the Contractor no later than sixty (60) calendar days from the date of the District's acceptance of the work pursuant to this Agreement.

8. Substitution of Securities.

a. In conformance with California Public Contract Code Section 22300, Contractor may substitute securities for any monies withheld by the District to ensure performance under this Agreement.

b. At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the District. Upon Contractor's completion of its obligations hereunder, as evidenced by the District's acceptance of the work

pursuant to Section 13 of this Agreement, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the District within ten (10) calendar days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the District and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the District shall make payments of the retention earnings directly to the escrow account.

9. Extra Work and Change Orders.

Extra work and change orders shall become a part of this Agreement only if the extra work or change order is approved in writing and signed by the District's authorized representative and Contractor, prior to the commencement of any extra work or change in work covered by the change order. Any extra work performed without prior written authorization of the District's authorized representative shall be at Contractor's sole risk and expense. The District's form change order shall be used for both extra work and a change in work. The change order must describe the scope of the extra work or change in work, and the cost to be added or subtracted from this Agreement. The District shall not require Contractor to perform any extra work or a change in work without the written authorization of the District's authorized representative. A change order shall not be enforceable against the District unless the change order complies with this provision.

10. Term of Agreement.

The term of this Agreement shall commence on the Effective Date set forth in the Preamble of this Agreement and shall expire one (1) year following the District's acceptance of the Project pursuant to this Agreement, or upon release of the performance bond in accordance with Section 6.d. of this Agreement, whichever occurs first. Contractor will perform the services described in the Scope of Services set forth in Section 2 of this Agreement and in any approved change orders pursuant to Section 9 of this Agreement upon commencement of the term of this Agreement, subject to the District first receiving the information and documentation required by Sections 4, 5, and 6 of this Agreement.

11. Independent Contractor.

Contractor shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to District employees and not to independent contractors.

12. Civil Code Section 1542 Waiver.

a. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

b. This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Contractor's Initials

13. Acceptance of Work.

Acceptance of the Project shall be by action of the District or its designee. Neither the acceptance nor prior inspections or failure to inspect shall constitute a waiver by the District of any defects in the Project. From and after acceptance, the Project shall be owned and operated by the District. As a condition to acceptance, Contractor shall certify to the District in writing that all of the Project performance and work, including but not limited to the Scope of Services, has been performed in strict conformity with this Agreement, and that all costs have been paid in full, satisfactory to the District, guaranteeing such performance.

14. Warranty.

a. In addition to Contractor's other obligations under this Agreement, Contractor warrants all work and materials to be of good quality and fit for the purpose and intended use, for a duration that shall continue until expiration of the term of this Agreement as described in Section 10 of this Agreement, or the longest period permitted by applicable law, whichever is later. If any defects in materials or workmanship become evident prior to expiration of the warranty granted in this Section, Contractor shall, at its

own cost and expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with this Agreement. Contractor shall also repair, replace and restore any other work which is displaced in correcting defective work as well as other portions of the work which the District by reason of such defects reasonably suspects may also be defective. In the event of a failure to commence with the compliance of above-mentioned conditions within seven (7) calendar days after being notified in writing or failure to diligently pursue such compliance to completion, the District is hereby authorized to proceed to have the defects repaired and made good at the expense of Contractor who hereby agrees to pay the full amount of all cost and charges therefor immediately on demand.

b. If, in the reasonable opinion of the District, nonconforming work creates a dangerous condition or requires immediate correction or repair to prevent further loss to the District or to prevent interruption of operations, the District shall attempt to give the Contractor notice. If Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may proceed to make such correction or provide such repair. All costs and charges of such correction or repair shall be charged against Contractor, who agrees to make payment for all such costs and charges immediately on demand. Corrective action by the District will not relieve Contractor or Contractor's sureties or insurers of the guarantees, insurance and indemnities of this Agreement.

c. This Section does not in any way limit the District's remedies available under the law or in equity, or the guarantee or warranty on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a longer guarantee or warranty period. Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the District all appropriate guarantees or warranty certificates upon completion of the Project. No manufacturer's guarantee period shall in any way limit the liability of Contractor or Contractor's sureties and insurers under the guarantees, insurance and indemnity provisions of this Agreement.

15. Indemnification.

a. Contractor agrees to and shall, to the fullest extent permitted by law, defend, indemnify, protect, and hold harmless the District, and its officials, officers, agents, employees and volunteers, with legal counsel acceptable to the District in its sole discretion, from and against any and all claims, demands, actions, losses, damage, injuries, liability, legal proceeding, enforcement action, administrative action or proceeding, and cause of action, direct or indirect (including any and all costs and expenses in connection therewith), including all financial or performance obligations arising from any judgment, decree, order, or other written decision or arising from any settlement, that directly or indirectly pertains or relates to, involves, arises out of, or results

from, in whole or in part, any of the following: (1) any act or omission of Contractor or its subcontractors, suppliers, or vendors, of any contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Contractor may be liable, in connection with the performance or nonperformance of this Agreement, and the compliance or noncompliance with applicable law; (2) the default or breach of any obligation of Contractor hereunder; (3) the use of any products, material or equipment furnished by Contractor or its subcontractors, suppliers, or vendors, of every contracting tier; or (4) the performance of Contractor's obligations or activities contemplated in this Agreement. The foregoing indemnification will also apply to a violation of a legal duty, including but not limited to, active or passive negligence, strict liability, breach of contract, or intentional or willful misconduct by Contractor or its subcontractors, suppliers, or vendors, of every contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Contractor may be liable. The District, and its officials, officers, agents, employees and volunteers, will be entitled to recovery of attorneys' fees incurred as a result of Contractor's failure to provide the defense and indemnity required by this Agreement. Nothing in this Section 15.a. shall be construed to mean that Contractor will indemnify, defend and hold harmless the District, and its officials, officers, agents, employees and volunteers, to the extent of claims arising from the established gross negligence or willful misconduct of the District, or its officials, officers, agents, employees or volunteers.

b. The District does not, and shall not, waive any rights that it may have against Contractor under this Section because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, injury, liability, loss, cost or expense described herein. As set forth in and without limiting the generality of Section 4i, any applicable insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

c. The District will promptly notify Contractor in writing of any suit or claim. Contractor will have the right to control the defense and settlement of such claim; provided, however, that the District will be entitled to participate in the defense of such claim and to employ counsel at Contractor's cost and expense to assist in handling the suit or claim, and provided further, that Contractor will not take any action in defense or settlement of the claim that would negatively impact the District, or its officials, officers, agents, employees and volunteers. Contractor will not settle or compromise the defense of any such suit, claim, action, proceeding, cost, expense, damage, loss or liability on behalf of any of the District, or its officials, officers, agents, employees and volunteers, or permit a default judgment to be taken against the District, or its officials, officers, agents, employees and volunteers, without the prior written approval of the District, and its

impacted officers, officials, agents, employees and volunteers. Contractor will use reasonable efforts to mitigate the damages or losses hereunder.

d. Contractor agrees that the duty to defend referenced in this Agreement is wholly independent from the duty to indemnify, arises upon written notice by the District, or its officials, officers, agents, employees and volunteers, of any losses and liabilities within the potential scope of the indemnification provision, and exists regardless of any determination of the ultimate liability of the District, or any of its officials, officers, agents, employees and volunteers.

e. The indemnity provisions contained in this Agreement shall survive expiration or sooner termination of this Agreement.

16. Default.

a. Subject to a force majeure delay described in subsection g. below, failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The Party who fails or delays must immediately commence to cure, correct or remedy such failure or delay and will complete such cure, correction or remedy with reasonable diligence.

b. The injured Party will give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice will not constitute a waiver of any default, nor will it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either Party in asserting any of its rights and remedies as to any default will not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies will not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

c. If a monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party will give the Party in default written notice of such default. The Party in default will have a period of ten (10) calendar days after such notice is given within which to cure the default prior to exercise of remedies by the injured Party.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the injured Party will give the Party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days, the Party in default will have such period to effect a cure prior to exercise of remedies by the injured Party. If the default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and the Party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible,

then the Party in default will have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured Party; provided, however, in no event shall the injured Party be precluded from exercising its remedies if its security becomes or is about to become materially jeopardized by a failure to cure a default or if the default is not cured within ninety (90) calendar days after the first notice of default is given.

e. In the event that a default of any Party to this Agreement may remain uncured following written notice and the opportunity to cure, as provided above, then, in addition to any other rights and remedies, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy at law or in equity consistent with the purpose of this Agreement; provided, however, recovery of damages against the District shall not exceed the direct out-of-pocket costs, if any, of Contractor that are caused by the uncured default of the District.

f. In the event Contractor shall be in default of this Agreement, the District shall be permitted to suspend all payments to Contractor until such time that Contractor cures the default to the District's satisfaction. Notwithstanding anything to the contrary, Contractor's failure to provide all insurance documents, certificates of insurance and endorsements, and security, required of Contractor and as prescribed in Sections 4, 5, and 6 of this Agreement, by itself, shall be deemed a default of this Agreement without the need for the Parties to engage in the notice and opportunity to cure process set forth in this Section.

g. Performance by either Party hereunder will not be deemed to be in default for the period of the "force majeure delay" where delays or defaults are due to a "force majeure event", as follows:

(1) For purposes of this subsection g., a "force majeure event" means any of the following events, provided that they actually delay and interfere with the timely performance of the matter to which they would apply and, despite the exercise of diligence and good business practices, are beyond the reasonable control of the Party claiming such interference: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism, epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation including litigation challenging the validity of this transaction or any element thereof; unusually severe weather; inability to secure necessary materials or tools; acts of the other Party; acts or failure to act of any governmental authority having jurisdiction over the Project; the imposition of any applicable moratorium by any governmental authority having jurisdiction over the Project; or any other causes which, despite the exercise of diligence and good business practices, are or would be beyond the reasonable control of the Party claiming such delay and interference. A "force

majeure event” shall not, under any circumstances, include delay caused by or relating to the financial condition or insolvency on the part of Contractor. Notwithstanding the foregoing, none of the foregoing events will constitute a “force majeure event” unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. A Party claiming a “force majeure delay” must first deliver such written notice within ten (10) business days after it obtains actual knowledge of the event.

(2) For purposes of this subsection g., a “force majeure delay” means any delay in taking any action required by this Agreement, which delay is proximately caused by the occurrence of a “force majeure event”.

17. Licenses, Certifications and Permits.

Contractor represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

18. Labor Laws, Prevailing Wages.

a. All work or services performed within the State of California pursuant to this Agreement by Contractor, Contractor’s employees and independent contractors, or Contractor’s subcontractors and its subcontractors’ employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable state and federal labor laws, rules and regulations including, but not limited to, any state or federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

b. Contractor represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant (“person”) for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under applicable law, Contractor shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment,

or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

c. Contractor and all of Contractor's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm>, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Contractor shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the determination. As the wage determination for each craft reflects an expiration date, it shall be Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Contractor shall forfeit to the District an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the District twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Contractor shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

d. Contractor and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Contractor or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Contractor and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the District or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) calendar days of Contractor's and subcontractor's receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

e. Notwithstanding anything else to the contrary, Contractor hereby acknowledges that all contractors and subcontractors must be registered with the DIR pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Contractor must secure payment of compensation to all Contractor's employees. Contractor represents and warrants that Contractor is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Contractor entering into any contracts with any subcontractor, Contractor shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

f. Contractor will indemnify, protect, defend and hold harmless the District, and its officers, officials, agents, employees and volunteers, with counsel chosen by the District in their sole discretion, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) (collectively, the "Claims") which, in connection with the Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state or federal prevailing wages and the enforcement

of same); (2) the implementation of Section 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (3) failure by Contractor to provide any disclosure or identification required by Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Contractor to provide or have maintained all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and (5) failure by Contractor to obligate any party as may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. The foregoing indemnity will survive termination of this Agreement.

19. Notices

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the District: Kathleen Jurasky, District Manager
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234
Email: kjurasky@pscemetery.com

With a Copy to: Kane Ballmer & Berkman
515 S. Figueroa St., Suite 780
Los Angeles, CA 90071
Attn: Kendall D. Levan, Esq.
Email: kendall@kbblaw.com

To Contractor: Bradley Electric, Inc.
42215 Washington Street, Suite 381
Palm Desert, CA 92211
Attn: Dana H. Clarke
Email: deskofdanac@gmail.com

b. Any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), will be deemed received on the documented date of receipt by

the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required will be deemed received on the date of receipt thereof.

20. Substitution of Subcontractor.

Pursuant to *Synergy Project Management v. the City and County of San Francisco*, 33 Cal.App.5th 21 (2019), the District may initiate substitution proceedings and direct Contractor to remove any subcontractor from performing any work on the Project, in the event the District deems such subcontractor's performance to be substantially unsatisfactory and not in substantial accordance with the Project's plans and specifications.

21. Termination of Agreement.

This Agreement may be terminated by the District immediately for cause. The District may terminate this Agreement without cause upon thirty (30) calendar days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination. For purposes of this Section, the District Manager or his or her designee shall have the authority to take action on behalf of the District.

22. Miscellaneous Provisions.

a. Severability. If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

b. Governing Law. The laws of the State of California will govern the interpretation and enforcement of this Agreement and the legal relation between the Parties, without reference to the principles relating to conflicts of laws.

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

d. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the

applicable court or forum in Riverside County, California. Contractor hereby waives any ability to transfer venue pursuant to Code of Civil Procedure Section 394.

e. Litigation Expenses and Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged default of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof. This provision will also apply to any post-judgment action by any Party hereto, including without limitation, efforts to enforce a judgment.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to constitute evidence of the Agreement having been executed.

g. Entire Agreement. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and supersedes any and all other agreements, either oral or written, between the District and Contractor. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party except those covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

h. Conflicts of Interest. Contractor covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Contractor's services under this Agreement. In the event the District officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with the District pursuant to the written instructions provided by the District.

i. Independent Review by Legal Counsel. The Parties acknowledge and agree that each Party has had a full and fair opportunity to review and negotiate the terms of this Agreement with legal counsel of its own choosing. Accordingly, this Agreement shall not be construed against any Party as the drafter of this Agreement pursuant to California Civil Code Section 1654 or otherwise.

j. Authority. Each Party hereby represents that the persons executing this Agreement on behalf of such Party have been duly authorized and have full power and authority to enter into, sign, and execute this Agreement on such Party's behalf and to

bind such Party pursuant to the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

DISTRICT:

PALM SPRINGS CEMETERY DISTRICT

Kathleen Jurasky, District Manager

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

Kendall D. Levan, District General Counsel

CONTRACTOR:

BRADLEY ELECTRIC, INC.

Dana H. Clarke, Chief Executive Officer

Irwin Alexis Acosta, Chief Financial Officer

EXHIBIT "A"

PROPOSAL

[behind this page]

Invoice No.

BRADLEY ELECTRIC INC.

Proposal

Customer

Name Palm Springs Cemetary District
 Address 31705 Da Vall Dr
 Address Cathedral City ca ZIP 92234
 Address Pet Cemetary section

Misc

Date 6/12/2025
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
600	feet of 1 1/4 inch schedule 40 pvc conduit		\$ 1,500.00
6	Carson boxes	\$100	\$ 600.00
12	1 1/4 inch 40 PVC 90's	\$7.00	\$ 84.00
6	1 1/4 inch schedule 40 pvc couplings	\$ 4.00	\$ 10.00
1	10 X 10 nema 3 outdoor rated pull box enclosure	\$ 183.00	\$ 183.00
2	1 1/4 schedule 40 PVC adapters	\$ 7.00	\$ 14.00
1200	feet #6 copper wire		\$ 1,500.00
800	feet #8 copper ground wire		\$ 800.00
18	insulated lug splicers	\$ 50.00	\$ 900.00
1	20 amp GFCI recepticle	\$ 48.00	\$ 48
	Labor		
	excavate 600 feet from pump station 20 inches deep. Back fill once all pipe and boxes have been laid.	\$ 4,100.00	\$ 4,100.00
20	labor for Journeyman and apprentice electrician	\$ 160.00	\$ 3,200.00
	SubTotal		\$ 12,939.00
	Shipping		
	TOTAL		\$ 12,939.00

work
Payment Check
 CC CHARGE WILL COME FROM
 Comments LUXURY LIGHTING
 Name _____
 CC # _____
 Expires _____

Tax Rate(s) _____

TOTAL \$ 12,939.00

Office Use Only

*Will call for credit card or Please make check payable to
 BRADLEY ELECTRIC INC 42215Washington St. Suite 381Palm Desert California 92211*

EXHIBIT "B"

PAYMENT BOND

I/We, Bradley Electric, Inc., a California stock corporation as Principal, and [SURETY NAME], as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Palm Springs Cemetery District ("District") and those for whose benefit this bond insures in the sum of **Twelve Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$12,939.00)**. The District and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by the District and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with the District such amount as the District may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and the District regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should the District become a party to any action on this bond, that each will also pay the District's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, 2026.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT)

By _____
Authorized Representative of Principal
Title _____

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Street Number

City and State

Telephone Number

Name

Street Number

City and State

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

City and State

Telephone Number

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

Kendall D. Levan, District General Counsel

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "C"

PERFORMANCE BOND

I/We, Bradley Electric, Inc., a California stock corporation, as Principal, and [SURETY NAME], as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the Palm Spring Cemetery District ("District") for payment of the penal sum of **Twelve Thousand Nine Hundred Thirty Nine Dollars and No Cents (\$12,939.00)**. The District and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, for the construction of improvements for the property referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by the District and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the District, the District's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with the District such amount as the District may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and the District regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the District's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2026.

Seal of Corporation

By _____
Authorized Representative of Principal
Title _____

By _____
Authorized Representative of Principal
Title _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

APPROVED AS TO FORM:

Street Number

City and State

KANE, BALLMER & BERKMAN

Telephone Number

Kendall D. Levan, District General Counsel

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "D"

CERTIFICATION PURSUANT TO SECTION 4.C. OF AGREEMENT

"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. I further certify that I am a sole proprietor with no employees and am exempt from workers' compensation requirements, **OR** that I will maintain workers' compensation insurance as required by law throughout the duration of this contract.

[CHECK ONE: Exempt (No Employees) Will Maintain Insurance]."

Signature

**PALM SPRINGS CEMETERY DISTRICT
RESOLUTION 5-2026**

RESOLUTION OF THE BOARD OF TRUSTEES OF THE PALM SPRINGS CEMETERY DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, REQUESTING TRANSFER OF FUNDS HELD IN THE PRENEED FUND TO THE GENERAL FUND AND THE ACCUMULATIVE CAPITAL OUTLAY FUND.

WHEREAS, it has been determined by the Board of Trustees of the Palm Springs Cemetery District that said District now has on deposit with the Treasurer of Riverside County, funds in the Preneed Fund; now, therefore,

BE IT RESOLVED, by the Board of Trustees of the Palm Springs Cemetery District that \$23,678.56 of the funds in the PreNeed Fund, 51265 shall be transferred to the General Fund, 51270

FURTHER RESOLVED, the Board of Trustees of the Palm Springs Cemetery District that \$10,055.00 of the funds in PreNeed Fund, 51265, shall be transferred to the Accumulative Capital Fund, 51275.

BE IT FURTHER RESOLVED that these fund transfers are the result of interment costs and contract refunds incurred for the months of March 1, 2026 to May 31, 2026.

BE IT FURTHER RESOLVED, that the Manager of the District is hereby authorized and directed to forward a certified copy of this resolution to the Treasurer of Riverside County and to the Auditor-Controller of Riverside County.

Section 1. CERTIFICATION

The Secretary of the Board of Trustees shall certify to the passage and adoption of this Resolution, enter the same in the book for original Resolutions of the District, and make a minute of passage and adoption thereof in the records of the proceedings of the Board of Trustees, in the minutes of the meeting at which this Resolution is passed and adopted.

APPROVED AND ADOPTED this 11th day of June 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Radigan-Brophy, Chairperson

ATTEST:

LaFaye M. Platter, Secretary