PALM SPRINGS CEMETERY DISTRICT

AGENDA
REGULAR MEETING
OF THE
BOARD OF TRUSTEES

Thursday, September 10, 2026 at 2:00 P.M.

31-705 Da Vall Drive, Cathedral City, California

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact District Manager Kathleen Jurasky by telephone at (760) 328-3316 forty-eight hours prior to the meeting. Such timely notification will enable the District to make reasonable arrangements to ensure accessibility to this meeting. [CFR 35.102-35.104, ADA title 11].

The Public May Also Observe the Meeting and Offer Public Comment Remotely

If you would like to participate in this Board Meeting via teleconference, please follow these instructions: YOU MAY JOIN MEETING AND COMMENT VIA ZOOM AT:
https://us02web.zoom.us/j/2464673948; or
CALL IN: 669-900-6833 MEETING ID: 246 467 3948

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

During this part of the meeting, the public is invited to address the Board of Trustees on any matter **not on the Agenda** or any item on the **Consent Calendar** by giving his or her name and city of residence for the record. **If you wish to speak on any other Agenda item, please wait to be recognized by the Presiding Officer when that Agenda item is open for public comments.**

Pursuant to the Brown Act, the Board of Trustees will not take action on or discuss matters raised during the Public Comments portion of the Agenda that are not listed on the Agenda.

Public comments shall be limited to three (3) minutes per speaker. Speakers may not yield their time to others without the consent of the Presiding Officer. All comments shall be directed to the Board of Trustees. Members of the public are expected to maintain a professional and courteous decorum during public comments.

5. CONFIRMATION OF AGENDA

During this part of the meeting, the Board of Trustees may announce any items being pulled from the Agenda or continued to another date.

Items not appearing on the Agenda may be added to the Agenda as Urgency Items provided that two-thirds of the Trustees present determine there is a need to take immediate action on the item and the need to take immediate action came to the attention of the Board of Trustees after the posting of the Agenda.

6. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine in nature and will be approved by one roll call vote. There will be no separate discussion of these items unless a Trustee or member of the public requests that a specific item be removed from the Consent Calendar for separate discussion and/or action.

6. CONSENT CALENDAR - Continued

a. Approval of July 9, 2026 Regular Meeting Minutes - No August Meeting

b. Approval of July & August Expenditures

General Fund		$ 309,981.33
July Reimburse Voucher 1887	$ 98,525.19	
July Reimburse Voucher 1888	$ 78,923.74	
Aug Reimburse Voucher 1890	$ 41,626.94	
Aug Reimburse Voucher 1891	$ 90,905.46	
Accumulative Capital Outlay		$ 11,673.75
July Reimburse Voucher 1889	$ 4,735.00	
Aug Reimburse Voucher 1892	$ 6,938.75	
Pet Memorial Park Cemetery		$ .00
Total July 31, 2026 & August 31, 2026 Expenditures, Checks & Visa/Debit Card 25784-25818 & Direct Deposits (Payroll)		$ 321,655.08

c. Financial Reports as of August 31, 2026 (C-1 thru C-5A)

7. ADMINISTRATIVE CALENDAR

a. Review for Discussion and Approval a Service Provider Agreement by and between the Palm Springs Cemetery District and L.O. Lynch Quality Wells & Pumps, Inc.; Authorize District Chairperson to sign the Agreement on behalf of District.

b. Exterior Wall Extension and Interim Manual Gate Project (Project) - Da Vall Drive & McCallum Way at Desert Memorial Park (DMP): (i) CEQA Determination – Categorical Exemption: CEQA Guidelines Section 15301 (Class 1 - Existing Facilities), CEQA Guidelines Section 15302 (Class 2 – Replacement or Reconstruction), and CEQA Guidelines Section 15304 (Class 4 – Minor Alterations to Land); and (ii) Authorization to District Manager to Solicit Bids for Project by Issuance of a Request for Proposals (RFP).

c. Phase 2 Burial Sites Development Expansion at DMP – Update

8. LEGISLATIVE CALENDAR

a. Resolution No. 8-2026 of the Board of Trustees of the Palm Springs Cemetery District (I) Designating WCG Wealth Advisors, LLC as the District's Broker, (II) Designating Neal Brian Wilson of WCG Wealth Advisors, LLC as the District's Financial Advisor; (III) Approving, and Authorizing the District's Execution of, (A) the Advisory Agreement by and between WCG Wealth Advisors, LLC and the District, and (B) the Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District, Pertaining to the Investments of District Funds; and (IV) Approving Other Related Actions.

b. Resolution 9-2026, Transfer Interment Rights & Costs from PN to ACO & GF

9. TRUSTEE AND ATTORNEY SIGNATURES

10. BOARD DEVELOPMENT – None

11. PUBLIC HEARING CALENDAR – None

12. COMMITTEES

13. REPORTS

a. Trustees

b. District Manager

14. FUTURE AGENDA ITEMS

a. Discussion in 2027/2028 – Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums

b. Postcard Survey Mailing to the Community to Determine Pre-Planning Needs

c. Marketing/Advertising

d. Future Long-Range Planning – PSCD Staffing

e. Trustee Meeting Attendance Compensation

f. Public Hearing Report on Workforce Status - May

15. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE

a. Conference with Legal Counsel – Existing Litigation
Re: Zenergy Capital LLC, Trustee of the Caliente Conservancy Trust vs. Palm Springs Cemetery District et al. Superior Court of California for the County of Riverside, Case No. CVPS2406355
Pursuant to California Government Code Section 54956.9(d)(1)

b. Conference with Real Property Negotiators
Re: Real Property Negotiations Pursuant to California Government Code Section 54956.8
Property: Property Located at Corner of Da Vall Drive and Ramon Road, City of Rancho Mirage, CA; Assessor Parcel Nos. 670230017-4 / 670230019-6;
Possessory Interest Assessment Nos. 009618001 / 009617999
District Negotiators: Board of Trustees of the Palm Springs Cemetery District and Kendall D. Levan, General Legal Counsel
Negotiating Parties: Mario J. Gonzales, Managing Member, Da Vall Center, LLC; President/CEO RM Da Vall, LLC
Under Negotiation: Both Price and Terms of Payment

c. Conference with Legal Counsel – Anticipated Litigation
Re: Initiation of Litigation (2 Items)
Pursuant to California Government Code Section 54956.9(d)(4)

16. CLOSED SESSION ANNOUNCEMENT

17. ADJOURNMENT

18. NEXT REGULAR BOARD MEETING - 2:00 P.M., THURSDAY, OCTOBER 8, 2026

THIS AGENDA IS HEREBY CERTIFIED TO HAVE BEEN POSTED AT OR BEFORE 2:00 P.M., MONDAY, SETPEMBER 7, 2026

____
Kathleen Jurasky, District Manager

PALM SPRINGS CEMETERY DISTRICT
MINUTES

REGULAR BOARD OF TRUSTEE MEETING

DATE: July 9, 2026

TIME: 2:00 P.M.

PLACE: 31-705 Da Vall Drive, Cathedral City, California 92234

1. **CALL TO ORDER** Meeting was called to order by Trustee Radigan-Brophy at 2:00 P.M.

2. **ROLL CALL**

Present: Tim Radigan-Brophy, Chairperson
LaFaye M. Platter, Secretary
Lynn T. Mallotto, Treasurer
Michael V. Smith, Vice Chairperson
Jan M. Pye, Member

Also Present: Kathleen Jurasky, District Manager
Kendall Levan, Attorney- Kane, Ballmer & Berkman

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – None

5. **CONFIRMATION OF AGENDA** Motion was made by Trustee Mallotto, seconded by Trustee Smith to approve the agenda as presented. Motion carried, roll call 5-0 Mallotto, Platter, Pye, Smith and Radigan-Brophy.

6. **CONSENT CALENDAR**

Motion was made by Trustee Mallotto, seconded by Trustee Smith to pull the minutes; agenda items 6a 1-3 for discussion. Motion carried, roll call 5-0 Mallotto, Platter, Pye, Smith and Radigan-Brophy.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to approve the remaining items on the Consent Calendar as presented. Motion carried; roll call 5-0 Mallotto, Platter, Pye, Radigan-Brophy and Smith.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to approve the minutes as amended, as such amendments were shown by track changes provided to the Board at the meeting: May 14, 2026 minor grammatical corrections. May 28, 2026 moved Trustee Smith stating that he would be out of town and unable to attend the June 11, 2026 meeting, to follow closed session. June 11, 2026 Item 7.a. Fourth Amendment was in the packet and approved with modifications that were requested at the meeting, Item 7.c. and Item 7.d. reiterating the items that were on the agenda and approved, correction to Item 8 Trustee Smith was not in attendance, and the motion was made by Trustee Platter, Item 18 to change the next regular meeting to July 9, 2026. Motion carried; roll call 5-0 Mallotto, Platter, Pye, Radigan-Brophy and Smith.

7. **ADMINISTRATIVE CALENDAR**

a. District Investments General Overview & Update – Neal Wilson, Wealth Consulting Group – Receive and File Mr. Wilson reported the combined portfolio value on July 8, 2026 was $12,162,569.00 and approximately 13.49% of the total holding $1,640,750.00 are scheduled to mature before year-end. He stated upon maturity, these funds will be assessed for reinvestment in accordance with the District's approved investment policy.

Mr. Wilson further stated the District's overall portfolio remains well-diversified and in full compliance with applicable state and local investment regulations. Following a discussion the report was received and filed.

b. Discussion and Approval to Cancel August 13, 2026 Regular Board Meeting Following a discussion, motion was made by Trustee Mallotto, seconded by Trustee Smith to cancel the August 13, 2026 board meeting. Motion carried; roll call 5-0 Mallotto, Platter, Pye, Radigan-Brophy and Smith.

7. **ADMINISTRATIVE CALENDAR - continued**

c. Discussion and Possible Approval to Change the Date of October 8, 2026 Regular Board Meeting Due to Conflict with California Association of Public Cemeteries (CAPC) Education Seminar and Area Meeting - No action taken.

d. California Association of Public Cemeteries (CAPC) Education Seminar and Area Meeting October 8-10, 2026, in Burlingame, CA (San Francisco) No one attending - No action needed.

e. Da Vall Drive & McCallum Way Exterior Wall Extension at DMP – Update District Manager Jurasky reported that MSA Consulting, Inc. is preparing the final drawings with modifications to add a gate to match the existing gates on Da Vall Drive and Ramon Road. When drawings are completed, a Request for Proposals will be prepared and submitted as required to seek construction bids.

f. Phase 2 Burial Sites Development Expansion at DMP – Update District Manager Jurasky reported that she and Edgar Archila, Grounds Supervisor met with MSA Consulting, Inc. (MSA) to review the drawing plans for the project and some changes were made. MSA will make the requested changes and submit the revised drawing plans to the District for our review. She stated the construction permit for the project expired and needed to be extended. She reported that an extension request was made and approved by the Cathedral City building Department. The fee for the extension was $4,743.72 and extended to permit until January 29, 2027. When drawings are completed and approved by the District, a Request for Proposals will be prepared and submitted as required to seek construction bids.

8. **LEGISLATIVE CALENDAR**

a. Resolution 7-2026, Adopting an Amended Conflict of Interest Code of the District Attorney Levan explained the provisions and new filing requirements. She stated that she revised and amended the Conflict of Interest Code for the District to mirror the Fair Political Practices Commission (FPPC) model code. Attorney Levan reported the only change to the code is Exhibit "B" Officials Who Manage Public Investments which designates District officials who manage public investments, which include members of the Board of Trustees. She said the amended Conflict of Interest Code needs to be filed with the Riverside County Board of Supervisors. Once approved by the Board, District Manager Jurasky will submit Resolution 7-2026, Adopting an Amended Conflict of Interest Code of the District and attachments to the Riverside County Board of Supervisors.

Following a discussion, motion was made by Trustee Smith, seconded by Trustee Mallotto to approve Resolution 7-2026, Adopting an Amended Conflict of Interest Code of the District. Motion carried; roll call 5-0 Mallotto, Platter, Pye, Radigan-Brophy and Smith.

9. **TRUSTEE AND ATTORNEY SIGNATURES** All documents and checks were signed as needed by the Trustees and attorney.

10. **BOARD DEVELOPMENT** – None

11. **PUBLIC HEARING CALENDAR** – None

12. **COMMITTEES**

13. **REPORTS**

a. Trustee Report – None

b. District Manager – None

14. FUTURE AGENDA ITEMS

a. Discussion in 2027/2028 Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums No action taken

b. Postcard Survey Mailing to the Community to Determine Pre-Planning Needs No action taken

c. Marketing/Advertising No action taken

d. Future Long-Range Planning – PSCD Staff No action taken

e. Trustee Meeting Attendance Compensation No action taken

15. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE Safe Harbor language was read by attorney Kendall Levan. Convened into Closed Session at 2:28 P.M.

a. Conference with Legal Counsel – Existing Litigation
Re: Zenergy Capital LLC, Trustee of the Caliente Conservancy Trust vs. Palm Springs Cemetery District et al. Superior Court of California for the County of Riverside, Case No. CVPS2406355
Pursuant to California Government Code Section 54956.9(d)(1)

b. Conference with Real Property Negotiators
Re: Real Property Negotiations Pursuant to California Government Code Section 54956.8
Property: Property Located at Corner of Da Vall Drive and Ramon Road, City of Rancho Mirage, CA; Assessor Parcel Nos. 670230017-4 / 670230019-6;
Possessory Interest Assessment Nos. 009618001 / 009617999
District Negotiators: Board of Trustees of the Palm Springs Cemetery District and Kendall D. Levan, General Legal Counsel
Negotiating Parties: Mario J. Gonzales, Managing Member, Da Vall Center, LLC; President/CEO RM Da Vall, LLC
Under Negotiation: Both Price and Terms of Payment

c. Conference with Legal Counsel – Anticipated Litigation
Re: Initiation of Litigation (1 Item)
Pursuant to California Government Code Section 54956.9(d)(4)

Returned to Open Session at 3:16 P.M.

16. CLOSED SESSION ANNOUNCEMENT At its meeting held on July 9, 2026, the Board of Trustees reconvened in Open Session after meeting in Closed Session.

During the Closed Session meeting, the Board of Trustees discussed Closed Session Agenda Item No. 15.b. (Conference with Real Property Negotiators – Real Property Negotiations Pursuant to California Government Code Section 54956.8) and voted unanimously 5-0 directing the District's real property negotiator to advise the Developer that the District is not interested in negotiating modifications to the Lease Agreement with Da Vall Center, LLC including, but not limited to, any lease extension or option or any other requested modifications to the Lease Agreement.

There is no other reportable action taken in Closed Session under California Government Code Section 54957.1.

17. ADJOURNMENT Meeting was adjourned by Trustee Radigan-Brophy at 3:17 P.M.

18. NEXT REGULAR BOARD MEETING IS SCHEDULED FOR 2:00 P.M., THURSDAY, SEPTEMBER 10, 2026

DATE: ______________________ ______________________
Michael V. Smith, Vice Chairperson

PALM SPRINGS CEMETERY DIST

Cash Disbursements Journal

For the Period From Jul 1, 2026 to Jul 31, 2026

Date	Check #	Line Description		
7/1/26	25784	INV 273353 - LANDSCAPE MAINTENANCE FOR JUN 2026	25,828.99	
		LESS VASE DAMAGED BY MOWER ON 6/3/26 ($25,935.00 - 106.01)		
		NISSHO OF CALIFORNIA, INC		25,828.99
7/1/26	25785	INV 80049 - PROPERTY/LIABILITY INSURANCE FOR 7/01/26 - 6/30/27	36,851.40	
		INV 80500 - WORKERS COMPENSATION INSURANCE FOR 7/01/26 - 6/30	10,165.38	
		SPECIAL DISTRICT RISK MANAGEMENT AUTH		47,016.78
7/1/26	25786	JUL 2026 PSCD EMPLOYEE DENTAL INSURANCE EXPENSE	731.20	
		STANDARD INSURANCE COMPANY RB		731.20
7/1/26	25787	JUL 2026 PSCD EMPLOYEE LIFE INSURANCE EXPENSE	89.85	
		STANDARD INSURANCE COMPANY RQ		89.85
7/6/26	25788	INV 144574 - (12) GREY METAL VASES	623.60	
		INV 144557 - (12) GREY; (12) BROWN METAL VASES	1,252.08	
		TRIPLE H COMPANY, INC		1,875.68
7/6/26	25789	INV 6877 - JUN 2026 FERTIGATION	1,350.00	
		ECOFERT, INC		1,350.00
7/6/26	25790	IT0000006604 - PS FINANCIALS FOR JUN 2026	82.94	
		DATA VPN FOR JUN 2026	4.66	
		RIVERSIDE COUNTY INFORMATION TECHNOLOGY		87.60
7/6/26	25791	AC0000002268 - LAFCO FY 26/27 FEES	534.28	
		LAFCO FY 26/27 ADMIN FEES	239.58	
		COUNTY OF RIVERSIDE TREASURER		773.86
7/9/26	25792	INV 4537 - ELECTRICAL WORK ON FOUNTAIN 4/14/26	3,987.83	
		BRADLEY ELECTRIC,INC		3,987.83
7/9/26	25793	JUL 2026 PSCD EMPLOYEE VISION INSURANCE EXPENSE	82.00	
		METLIFE GROUP BENEFITS		82.00
7/17/26	25794	INV 117671 - ANNUAL DUES FOR 2026/2027	250.00	
		RANCHO MIRAGE CHAMBER OF COMMERCE		250.00
7/17/26	25795	INSTALLATION OF REPLACEMENT BATTERY	85.00	
		REPLACEMENT BATTERY	103.78	
		ERICH FISCHER		188.78
7/17/26	25796	TITLE REPORT FOR EAST 40 LEASED PROPERTY	2,500.00	
		FIRST AMERICAN TITLE INS. CO		2,500.00
7/17/26	25797	INV 71512 - LEGAL SERVICES RENDERED IN JUN 2026 FOR ZENERGY	1,650.00	
		COLANTUONO, HIGHSMITH & WHATLEY, PC		1,650.00
7/17/26	25798	REPURCHASE INTERMENT RIGHTS SECTION B-33 #345	600.00	
		PAID ON CONTRACT C001932		
		ENDOWMENT CARE FEE IS NON-REFUNDABLE		
		CHARLES RICHARD KNOECK		600.00
7/27/26	25799	REFUND HEADSTONE REMOVAL FEE - RECEIPT 46975	150.00	
		FIDEL HUERTA		150.00
7/27/26	25800	INV 5114 - GENERAL LEGAL SERVICES RENDERED IN JAN 2026	522.50	
		QUINTANILLA & ASSOCIATES		522.50
7/27/26	25801	JUL 2026 SERVICE ON AMERICAS PLAZA FOUNTAIN	100.00	
		CONDITION POOLS WITH CHEMICALS	130.00	
		ELOY'S POOL SERVICE & REPAIRS		230.00

PALM SPRINGS CEMETERY DIST

Cash Disbursements Journal

For the Period From Jul 1, 2026 to Jul 31, 2026

Date	Check #	Line Description		
7/27/26	25802	INV 12043 - REPAIR TOILETS	1,560.00	
		GOODMAN PLUMBING, INC		1,560.00
7/27/26	25803	INV 0122282 - IRRIGATION SYSTEM REPAIR SUPPLIES	2,304.06	
		SPORTS TURF IRRIGATION		2,304.06
7/27/26	25804	INV 2531.006-03 DMP SECTION B PHASE 2 STAKING SERVICES	1,935.00	
		INV 2531.005-15 DMP EXTERIOR WALL FINAL DESIGN	300.00	
		MSA CONSULTING, INC		2,235.00
7/27/26	25805	INV 996529 - (8) US FLAGS; (2) CA FLAGS	810.00	
		FLAGS "A" FLYING		810.00
7/27/26	25806	INV 5706195 - COURIER SERVICE ON 7/10/26	45.21	
		GLS US INC		45.21
7/27/26	25807	GROUND SUPERVISOR CELL PHONE FOR 7/20/26 - 8/19/26	125.23	
		T-MOBILE		125.23
7/30/26	25808	INV 76650 - (4) WHITE LARGE CREMATION VAULTS	404.79	
		INV 76651 - (4) WHITE LARGE CREMATION VAULTS	422.99	
		ASCO PACIFIC, INC.		827.78
7/30/26	25809	AUG 2026 PSCD EMPLOYEE LIFE INSURANCE EXPENSE	89.85	
		STANDARD INSURANCE COMPANY RQ		89.85
7/30/26	25810	AUG 2026 PSCD EMPLOYEE DENTAL INSURANCE EXPENSE	708.64	
		STANDARD INSURANCE COMPANY RB		708.64
7/30/26	25811	AUG 2026 PSCD EMPLOYEE VISION INSURANCE EXPENSE	82.00	
		METLIFE GROUP BENEFITS		82.00
7/30/26	25812	DISTRICT MANAGER CELL PHONE FOR 7/20/26 - 8/19/26	227.66	
		AT & T MOBILITY		227.66
7/31/26	25813	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - K JURASKY	844.16	
		JUL 2026 EMPLOYEE 403B PAYABLE - K JURASKY	2,807.70	
		INVESCO INVESTMENT SERVICES, INC		3,651.86
7/31/26	25814	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - E ARCHILA	390.70	
		FRANKLIN - TEMPLETON		390.70
7/31/26	25815	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - L GENCHI	242.13	
		FRANKLIN - TEMPLETON		242.13
7/31/26	25816	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - G HERRERA	282.63	
		FRANKLIN - TEMPLETON		282.63
7/31/26	25817	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - S LOZANO	318.86	
		FRANKLIN - TEMPLETON		318.86
7/31/26	25818	JUL 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - S VICKREY	193.26	
		FRANKLIN - TEMPLETON		193.26
7/16/26	AIS	IN1108531 - KYOCERA COPIER FOR 7/16/26 TO 8/15/26	381.12	
		AIS		381.12
7/24/26	AMAZON	AMAZON - OFFICE CANDY	31.99	
		KJ COMPANY DEBIT CARD		31.99
7/7/26	APPLE	ICLOUD+ WITH 200 GB	2.99	
		KJ COMPANY DEBIT CARD		2.99

PALM SPRINGS CEMETERY DIST
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Date	Check #	Line Description		
7/9/26	BURRTEC	TRASH SERVICE FOR JUL 2026	698.20	
		BURRTEC WASTE & RECYCLING SVCS		698.20
7/8/26	CALPERS	JUL 2026 PSCD EMPLOYEE HEALTH INSURANCE EXPENSE	9,009.07	
		JUL 2026 PSCD RETIREE HEALTH INSURANCE EXPENSE	1,389.46	
		JUL 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (SCOTT)	1,375.56	
		JUL 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (STEPHANIE	279.94	
		JUL 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (EDGAR)	201.70	
		CALPERS		12,255.73
7/11/26	COLONIAL	K JURASKY EXTRA HEALTH INSURANCE FOR JUL 2026	151.16	
		COLONIAL LIFE		151.16
7/16/26	CSDA	CSDA ANNUAL CONFERENCE - 8/24/26 - 8/27/26 - FOR K JURASKY	890.00	
		CSDA ANNUAL CONFERENCE - 8/24/26 - 8/27/26 - FOR TRUSTEES	4,450.00	
		KJ COMPANY DEBIT CARD		5,340.00
7/2/26	CVS	CVS - CANDY FOR BOT MEETINGS	14.97	
		KJ COMPANY DEBIT CARD		14.97
7/9/26	CVWD	332245-850914 - WELL REPLENISHMENT FOR JUN 2026	5,176.08	
		COACHELLA VALLEY WATER DISTRICT		5,176.08
7/27/26	CVWD	559833-884768 COMMERCIAL FOR JUL 2026	32.45	
		COACHELLA VALLEY WATER DISTRICT		32.45
7/27/26	CVWD	180819-512108 BUSINESS FOR JUL 2026	26.78	
		COACHELLA VALLEY WATER DISTRICT		26.78
7/27/26	CVWD	559831-884770 FIRE PROTECTION	86.99	
		COACHELLA VALLEY WATER DISTRICT		86.99
7/23/26	DESERT PR	DESERT PROMOTIONAL - 24 HATS FOR GROUNDS CREW	419.52	
		KJ COMPANY DEBIT CARD		419.52
7/22/26	DWA	WMC USAGE FOR JUL 2026	1,061.20	
		DESERT WATER		1,061.20
7/2/26	EDD	EDD SALES TAX FOR PERIOD 04/01/26 - 06/30/26	1,819.00	
		CA DEPT OF TAX & FEE ADMIN		1,819.00
7/10/26	EDD_TAX	SIT P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	410.96	
		SDI P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	212.66	
		EMPLOYMENT DEVELOPMENT DEPT		623.62
7/24/26	EDD_TAX	SIT P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	396.18	
		SDI P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	231.70	
		EMPLOYMENT DEVELOPMENT DEPT		627.88
7/24/26	EDD_TAXa	SUI P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	33.43	
		CA EDU & TRAINING P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	1.39	
		EMPLOYMENT DEVELOPMENT DEPT		34.82
7/30/26	EDISON	8000493032 ADMIN BUILDING FOR 06/12/26 TO 07/13/26	2,198.19	
		8001545238 DAVALL GATE FOR 06/15/26 TO 07/14/26	29.09	
		8002601833 WELL #4 FOR 06/11/26 TO 07/12/26	8,127.06	
		8003526191 WELL #2 FOR 06/15/26 TO 07/14/26	510.34	
		8004476833 WMC FOR 06/15/26 TO 07/14/26	15.33	
		8004476833 WMC - DCE FOR 06/15/26 TO 07/14/26	0.68	
		SO CAL EDISON		10,880.69
7/30/26	EWING	INV 31125468 - IRRIGATION SYSTEM REPAIR SUPPLIES	122.93	
		EWING IRRIGATION PRODUCTS INC		122.93

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Date	Check #	Line Description		
7/10/26	EXPRESS_T	FIT P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	1,358.25	
		SOCIAL SECURITY P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	2,028.46	
		MEDICARE P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	474.40	
		BANK OF AMERICA		3,861.11
7/24/26	EXPRESS_T	FIT P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	1,477.83	
		SOCIAL SECURITY P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	2,209.87	
		MEDICARE P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	516.84	
		BANK OF AMERICA		4,204.54
7/10/26	FEES	P/R 06/25/2026 TO 07/08/2026 PAID 0710/2026	131.99	
		CBIZ PAYROLL		131.99
7/24/26	FEES	P/R 07/09/2026 TO 07/22/2026 PAID 07/24/2026	128.24	
		CBIZ PAYROLL		128.24
7/22/26	FRONTIER	OFFICE PHONES FOR 7/02/26 - 08/01/26	574.32	
		FRONTIER		574.32
7/30/26	FRONTIER	760-197-1745-031626-5 OFFICE WI FI	450.00	
		FRONTIER		450.00
7/7/26	GO DADDY	GODADDY RENEWAL	46.38	
		EA COMPANY DEBIT CARD		46.38
7/8/26	HOME DEP	HOME DEPOT - CORDLESS GRINDER	490.53	
		KJ COMPANY DEBIT CARD		490.53
7/10/26	HOME DEP	HOME DEPOT - SAW BLADES	70.95	
		EA COMPANY DEBIT CARD		70.95
7/22/26	MALWARE	MALWAREBYTES - ANNUAL RENEWAL	69.99	
		KJ COMPANY DEBIT CARD		69.99
7/9/26	MATTHEW	INV 9004612740 - (2)#5 VAULTS; (8) #5 LINERS	3,105.00	
		MATTHEW INTERNATIONAL		3,105.00
7/30/26	MATTHEW	INV 9004646491 - (3)#5 VAULTS;(8)#5 LINERS	3,444.00	
		MATTHEW INTERNATIONAL		3,444.00
7/9/26	PRIMO	INV 36F0032777377 - BOTTLED WATER	252.91	
		PRIMO BRANDS		252.91
7/8/26	PSP CHAM	PSP CHAMBER MIXER	60.00	
		KJ COMPANY DEBIT CARD		60.00
7/7/26	SMART&FI	SMART & FINAL - PAPER TOWELS	63.34	
		KJ COMPANY DEBIT CARD		63.34
7/30/26	SQUADUP	DESERT FAST PITCH TICKET	46.58	
		KJ COMPANY DEBIT CARD		46.58
7/24/26	STAPLES	STAPLES - OFFICE SUPPLIES	68.88	
		KJ COMPANY DEBIT CARD		68.88
7/24/26	STAPLES	STAPLES - TRASH BAGS	75.37	
		KJ COMPANY DEBIT CARD		75.37
7/30/26	STAPLES	STAPLES - OFFICE SUPPLIES	8.71	
		KJ COMPANY DEBIT CARD		8.71
7/9/26	STATER	STATER BROS - CREAMER FOR BOT MEETINGS	7.98	

PALM SPRINGS CEMETERY DIST

Cash Disbursements Journal

For the Period From Jul 1, 2026 to Jul 31, 2026

Date	Check #	Line Description		
		KJ COMPANY DEBIT CARD		7.98
7/16/26	USPS	USPS - POSTAGE STAMPS	328.00	
		EA COMPANY DEBIT CARD		328.00
7/9/26	WESTERN	WESTERN PEST - INV 97577176 PEST CONTROL MAINTENANCE ON 6/3	129.72	
		WESTERN EXTERMINATOR CO		129.72
	Total		159,416.60	159,416.60

PALM SPRINGS CEMETERY DIST

Cash Disbursements Journal

For the Period From Aug 1, 2026 to Aug 31, 2026

Date	Check #	Line Description		
8/3/26	25819	INV 274106 JUL 2026 LANDSCAPE MAINTENANCE	25,935.00	
		NISSHO OF CALIFORNIA, INC		25,935.00
8/4/26	25820	INV 18767921 - SECURITY PATROL 06/26/26 - 07/30/26	3,462.85	
		ALLIED UNIVERSAL SECURITY SERVICES		3,462.85
8/4/26	25821	INV 6902 - FERTIGATION FOR JUL 2026	1,450.00	
		ECOFERT, INC		1,450.00
8/4/26	25822	INV 9922 - ANNUAL MEMBERSHIP RENEWAL	300.00	
		PALM SPRINGS CHAMBER OF COMMERCE		300.00
8/4/26	25823	REPURCHASE INTERMENT RIGHTS PAID ON CONTRACT C004017	2,352.87	
		FOR SECTION B-39 #3 & 4		
		ENDOWMENT CARE & SERVICE CHARGE ARE NON-REFUNDABLE		
		GEORGE RIZKALLA & MARCELLE RIZKALLA		2,352.87
8/4/26	25824	VOID***VOID***VOID		
8/4/26	25825	VOID***VOID***VOID		
8/4/26	25826	VOID***VOID***VOID		
8/4/26	25827	VOID***VOID***VOID		
8/4/26	25828	VOID***VOID***VOID		
8/4/26	25829	REPURCHASE INTERMENT RIGHTS B-32 #300 & 301	2,600.00	
		PAID ON CONTRACT C003584		
		ENDOWMENT CARE & SERVICE CHARGE ARE NON-REFUNDABLE		
		KEVIN VIETZKE		2,600.00
8/6/26	25830	INV 29893-JUL 2026 LEGAL SERVICES RENDERED FOR WATER BOAR	360.00	
		INV 29894-JUL 2026 LEGAL SERVICES RENDERED FOR ZENERGY	750.00	
		INV 29892-JUL 2026 LEGAL SERVICES RENDERED FOR PROFESSIONA	9,871.70	
		KANE, BALLMER & BERKMAN		10,981.70
8/13/26	25831	REPURCHASE INTERMENT RIGHTS FOR SECTION C-39 #39	1,350.00	
		ENDOWMENT CARE IS NON-REFUNDABLE		
		FIDEL HUERTA		1,350.00
8/13/26	25832	INV 222240 - (400) GALLONS OF GASOLINE; (390) GALLONS OF RED DI	4,636.25	
		BECK OIL INC		4,636.25
8/13/26	25833	N261519 - WMC INDEX CARDS	217.41	
		ACE PRINTING		217.41
8/13/26	25834	IT0000006628 - PS FINANCIALS FOR JUL 2026	89.32	
		DATA VPN FOR JUL 2026	4.66	
		RIVERSIDE COUNTY INFORMATION TECHNOLOGY		93.98
8/13/26	25835	INV 144760 - (12) GREY METAL VASES; (12) GREY PLASTIC VASES	1,078.72	
		TRIPLE H COMPANY, INC		1,078.72
8/13/26	25836	INV 72121 - JUL 2026 LEGAL SERVICES RENDERED FOR ZENERGY	2,589.43	
		COLANTUONO, HIGHSMITH & WHATLEY, PC		2,589.43
8/28/26	25837	INV 31442 - ANNUAL MEMBERSHIP	360.00	

Date	Check #	Line Description		
		GREATER COACHELLA VALLEY CC		360.00
8/28/26	25838	INV 4767715 - FLAT FEE FOR LAST FISCAL YEAR EMMISSIONS	176.41	
		INV 4766364 - RULE 461 LIQUID FUEL DISPENSING SYSTEM PERMIT	172.54	
		SOUTH COAST A.Q.M.D.		348.95
8/28/26	25839	INV 2531.007-01 SECTION B PHASE 2 - LANDSCAPE ARCHITECTURE S	5,881.25	
		INV 2531.003-28 SECTION B PHASE 2 - ENGINEERING & ENVIROMENT	1,057.50	
		MSA CONSULTING, INC		6,938.75
8/28/26	25840	INV 031080 - AUG 2026 SERVICE ON AMERICAS PLAZA FOUNTAIN	110.00	
		ELOY'S POOL SERVICE & REPAIRS		110.00
8/28/26	25841	GROUND SUPERVISOR CELL PHONE FOR 8/20/26 - 9/19/26	125.23	
		T-MOBILE		125.23
8/28/26	25842	SEP 2026 PSCD EMPLOYEE VISION INSURANCE EXPENSE	82.00	
		METLIFE GROUP BENEFITS		82.00
8/28/26	25843	INV 12069 - URINAL FLUSH VALVE IN MEN'S RESTROOM	495.00	
		GOODMAN PLUMBING, INC		495.00
8/28/26	25844	INV 76707 - (12) WHITE CREMATION VAULTS	841.82	
		ASCO PACIFIC, INC.		841.82
8/28/26	25845	SEP 2026 PSCD EMPLOYEE LIFE INSURANCE EXPENSE	92.55	
		STANDARD INSURANCE COMPANY RQ		92.55
8/31/26	25846	SEP 2026 PSCD EMPLOYEE DENTAL INSURANCE EXPENSE	731.20	
		STANDARD INSURANCE COMPANY RB		731.20
8/31/26	25847	INV 5724769 - COURIER SERVICE ON 8/17/26	33.58	
		GLS US INC		33.58
8/31/26	25848	DISTRICT MANAGER CELL PHONE FOR 8/20/26 TO 9/19/26	230.80	
		AT & T MOBILITY		230.80
8/31/26	25849	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - K JURASKY	844.16	
		AUG 2026 EMPLOYEE 403B PAYABLE - K JURASKY	2,807.70	
		INVESCO INVESTMENT SERVICES, INC		3,651.86
8/31/26	25850	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - E ARCHILA	388.89	
		FRANKLIN - TEMPLETON		388.89
8/31/26	25851	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - L GENCHI	224.58	
		FRANKLIN - TEMPLETON		224.58
8/31/26	25852	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - G HERRERA	282.63	
		FRANKLIN - TEMPLETON		282.63
8/31/26	25853	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - S LOZANO	318.86	
		FRANKLIN - TEMPLETON		318.86
8/31/26	25854	AUG 2026 PSCD EMPLOYEE RETIREMENT EXPENSE - S VICKREY	168.06	
		FRANKLIN - TEMPLETON		168.06
8/27/26	AIS	IN1115101 - KYOCERA COPIER FOR 8/16/26 TO 9/15/26	397.72	
		AIS		397.72
8/7/26	APPLE	ICLOUD+ WITH 200 GB	2.99	
		KJ COMPANY DEBIT CARD		2.99
8/3/26	BURRTEC	TRASH SERVICE FOR AUG 2026	698.20	

Date	Check #	Line Description		
		BURRTEC WASTE & RECYCLING SVCS		698.20
8/7/26	CALPERS	AUG 2026 PSCD EMPLOYEE HEALTH INSURANCE EXPENSE	9,009.07	
		AUG 2026 PSCD RETIREE HEALTH INSURANCE EXPENSE	1,389.46	
		AUG 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (SCOTT)	1,375.56	
		AUG 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (STEPHANI	279.94	
		AUG 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (EDGAR)	201.70	
		CALPERS		12,255.73
8/10/26	COLONIAL	JUL 2026 EXTRA HEALTH INSURANCE FOR K JURASKY	151.16	
		COLONIAL LIFE		151.16
8/27/26	CVWD	332245-850914 - WELL REPLENISHMENT FOR JUL 2026	5,091.20	
		COACHELLA VALLEY WATER DISTRICT		5,091.20
8/27/26	CVWD	559833-88468 COMMERICAL FOR AUG 2026	33.81	
		COACHELLA VALLEY WATER DISTRICT		33.81
8/27/26	CVWD	180819-512108 BUSINESS FOR AUG 2026	26.78	
		COACHELLA VALLEY WATER DISTRICT		26.78
8/27/26	CVWD	559831-884770 FIRE PROTECTION	86.99	
		COACHELLA VALLEY WATER DISTRICT		86.99
8/27/26	DALARM	INV 608664 - FIRE MONITORING FOR 9/1/26 - 11/30/26	134.97	
		DESERT ALARM		134.97
8/27/26	DESERT AL	INV 609066 - MONITORING SERVICE FOR MAINTENANCE 9/1/26 - 11/30	89.85	
		DESERT ALARM		89.85
8/27/26	DESERT AL	INV 609163 MONITORING SERVICE FOR OFFICE 9/1/26 - 11/30/26	89.85	
		EXTENDED WARRANTY DAI EQUIPMENT 9/1/26 - 11/30/26	179.85	
		DESERT ALARM		269.70
8/28/26	DWA	WMC USAGE FOR AUG 2026	978.70	
		DESERT WATER		978.70
8/5/26	EBAY	EBAY - IBM PRINTWHEEL	54.16	
		KJ COMPANY DEBIT CARD		54.16
8/7/26	EDD_TAX	SIT P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	396.18	
		SDI P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	207.84	
		EMPLOYMENT DEVELOPMENT DEPT		604.02
8/21/26	EDD_TAX	SIT P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	383.59	
		SUI P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	210.10	
		EMPLOYMENT DEVELOPMENT DEPT		593.69
8/7/26	EXPRESS_T	FIT P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	1,313.95	
		SOCIAL SECURITY P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	1,982.69	
		MEDICARE P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	463.68	
		BANK OF AMERICA		3,760.32
8/21/26	EXPRESS_T	FIT P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	1,281.86	
		SOCIAL SECURITY P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	2,003.99	
		MEDICARE P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	468.69	
		BANK OF AMERICA		3,754.54
8/7/26	FEES	P/R 07/23/2026 TO 08/05/2026 PAID 08/07/2026	101.52	
		CBIZ PAYROLL		101.52
8/21/26	FEES	P/R 08/06/2026 TO 08/19/2026 PAID 08/21/2026	105.97	
		CBIZ PAYROLL		105.97

PALM SPRINGS CEMETERY DIST

Cash Disbursements Journal

For the Period From Aug 1, 2026 to Aug 31, 2026

Date	Check #	Line Description		
8/27/26	FRONTIER	OFFICE INTERNET ACCESS FOR 8/18/26 - 9/17/26	450.00	
		FRONTIER		450.00
8/27/26	FRONTIER	OFFICE PHONES FOR 8/2/26 - 9/1/26	474.32	
		LESS CREDIT FOR VOICE MAIL		
		FRONTIER		474.32
8/11/26	HOME DEP	HOME DEPOT - FLAG POLE ROPE; RESTROOM LATCH	66.64	
		EA COMPANY DEBIT CARD		66.64
8/31/26	LANDSCAP	LANDSCAPE EXPO FOR GROUNDS SUPERVISOR 11/3/26 - 11/5/26	745.00	
		KJ COMPANY DEBIT CARD		745.00
8/13/26	LOWES	LOWES - RESTROOM LATCH REPAIR; WD 40	29.02	
		EA COMPANY DEBIT CARD		29.02
8/27/26	MATTHEW	INV 9004692562 - (3)#5 VAULTS;(6)#5 LINERS	2,954.00	
		MATTHEW INTERNATIONAL		2,954.00
8/13/26	PRIMO	INV 26G0032777377 - BOTTLED WATER	271.00	
		PRIMO BRANDS		271.00
8/28/26	SCE	8000493032 ADMINISTRATION BUILDING FOR 7/14/26 TO 8/11/26	2,637.38	
		8001545238 DAVALL GATE FOR 7/15/26 TO 8/12/26	28.09	
		8002601833 WELL #4 FOR 7/13/26 TO 8/10/26	7,621.61	
		8003526191 WELL #2 FOR 7/15/26 TO 8/12/26	536.28	
		8004476833 WMC FOR 7/15/26 TO 8/12/26	14.84	
		8004476833 WMC DCE FOR 7/15/26 TO 8/12/26	0.65	
		SO CAL EDISON		10,838.85
8/4/26	STAPLES	STAPLES - COLUMNAR BOOKS	62.23	
		KJ COMPANY DEBIT CARD		62.23
8/31/26	STAPLES	STAPLES - COPY PAPER; PAPER TOWELS	293.60	
		KJ COMPANY DEBIT CARD		293.60
8/5/26	USPS	USPS - MAIL PAST DUE PRENEED CONTRACT NOTICE	11.02	
		EA COMPANY DEBIT CARD		11.02
8/24/26	USPS	USPS - POSTAGE STAMPS	164.00	
		EA COMPANY DEBIT CARD		164.00
8/13/26	WESTERN	INV 99653097 - PEST CONTROL MAINTENANCE ON 7/9/26	129.72	
		INV 100915272 - PEST CONTROL MAINTENANCE ON 8/3/26	129.72	
		WESTERN EXTERMINATOR CO		259.44
	Total		118,284.11	118,284.11

PALM SPRINGS CEMETERY DISTRICT
PAYROLL DISBURSEMENT JOURNAL - GENERAL FUND

For July & August 2026

Date	Reference	Employee	Amount
7/10/2026	6961	KATHLEEN JURASKY	3,437.67
7/10/2026	6962	LYNSEY GENCHI	1,371.98
7/10/2026	6963	STEPHANIE C. LOZANO	1,797.06
7/10/2026	6964	SCOTT W. VICKREY	414.33
7/10/2026	6965	EDGAR F. ARCHILA	2,283.79
7/10/2026	6966	GABRIEL C. HERRERA	1,705.95
7/24/2026	6972	KATHLEEN JURASKY	3,437.67
7/24/2026	6973	KATHLEEN JURASKY	400.00
7/24/2026	6974	LYNSEY GENCHI	1,450.97
7/24/2026	6975	STEPHANIE C. LOZANO	1,517.13
7/24/2026	6976	SCOTT W. VICKREY	144.87
7/24/2026	6977	EDGAR F. ARCHILA	2,024.29
7/24/2026	6978	GABRIEL C. HERRERA	1,677.13
7/24/2026	6979	LYNN T. MALLOTTO	89.79
7/24/2026	6980	LAFAYE M. PLATTER	253.67
7/24/2026	6981	JAN M. PYE	253.67
7/24/2026	6982	TIM M. RADIGAN-BROPHY	253.68
7/24/2026	6983	MICHAEL V. SMITH	253.68
		7/1/26 to 7/31/26	22,767.33
1/9/2026	6989	KATHLEEN JURASKY	3,437.68
1/9/2026	6990	LYNSEY GENCHI	1,450.98
1/9/2026	6991	STEPHANIE C. LOZANO	1,797.07
1/9/2026	6992	SCOTT W. VICKREY	144.88
1/9/2026	6993	EDGAR F. ARCHILA	2,226.00
1/9/2026	6994	GABRIEL C. HERRERA	1,677.13
1/23/2026	7000	KATHLEEN JURASKY	3,437.68
1/23/2026	7001	KATHLEEN JURASKY	400.00
1/23/2026	7002	LYNSEY GENCHI	1,184.87
1/23/2026	7003	STEPHANIE C. LOZANO	1,517.13
1/23/2026	7004	SCOTT W. VICKREY	144.87
1/23/2026	7005	EDGAR F. ARCHILA	2,062.82
1/23/2026	7006	GABRIEL C. HERRERA	1,705.93
		8/1/26 to 8/31/26	21,187.04

PALM SPRINGS CEMETERY DISTRICT
GENERAL FUND, INVESTMENTS & ACO DISBURSEMENT RECAP
For July & August 2026

July Cash Disbursement Journal		159,416.60	
July Payroll Disbursement Journal		22,767.33	
August Cash Disbursement Journal		118,284.11	
August Payroll Disbursement Journal		21,187.04	
TOTAL PSCD DISBURSEMENTS			321,655.08
TOTAL GENERAL FUND EXPENDITURES		309,981.33	
July Payment Voucher # 1887	98,525.19		
July Payment Voucher # 1888	78,923.74		
August Payment Voucher # 1890	41,626.94		
August Payment Voucher # 1891	90,905.46		
Total Payment Vouchers	309,981.33		
TOTAL ACO EXPENDITURES		11,673.75	
July ACO Payment Voucher # 1889	4,735.00		

First American Title Ins. Co. 2,500.00
Check 25796 dated 7/17/26
Title Report for East Leased Property

MSA Consulting Inc 2,235.00
Check 25804 dated 7/27/2025
Da Vall Wall Final Design Services (300.00)
DMP Section B Phase 2 Staking (1,935.00)

August ACO Payment Voucher # 1892 6,938.75

MSA Consulting Inc 6,938.75
Check 25839 dated 8/28/2025
DMP Section B Phase 2 Landscape Architecture (5,881.25)
DMP Section B Phase 2 Engineering (1,057.50)

PET CEMETERY DRAWDOWNS		0.00	
Loan Amount:	25,000.00		
Current Balance Remaining:	15,000.00		
TOTAL July & Augsut 2026 DISBURSEMENTS			321,655.08

PALM SPRINGS CEMETERY DISTRICT
SITE SALES & INTERMENTS
AUGUST 2026

SALES

	Prior Months		AUG		FY 2026/2027 YTD Totals		FY 2025/2026 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult, C	7	0	5	0	12	0	27	0
Adult, B	9	0	9	0	18	0	1	0
Adult, A	0	0	0	0	0	0	0	0
Baby	0	0	0	0	0	0	4	0
Cremation	7	0	4	0	11	0	4	0
Niche	2	0	3	8	5	8	10	0
TOTALS	25	0	21	8	46	8	46	0

LOT REPURCHASES

	Prior Months		AUG		FY 2026/2027 YTD Totals		FY 2025/2026 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	1	0	3	0	4	0	2	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	1	0	3	0	4	0	2	0

TOTAL INTERMENTS

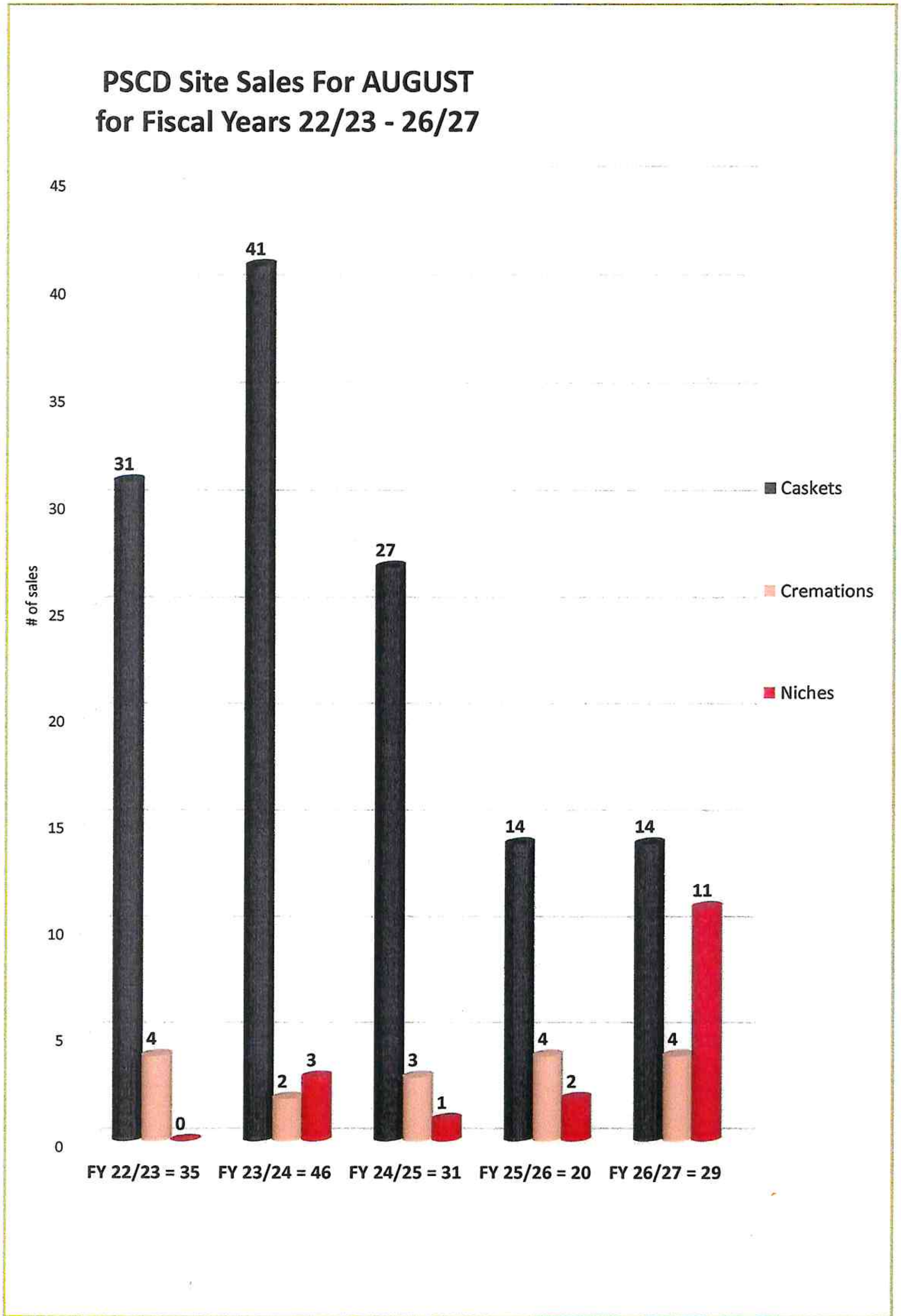
	Prior Months		AUG		FY 2026/2027 YTD Totals		FY 2025/2026 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	16	0	13	0	29	0	32	0
Baby	0	0	0	0	0	0	1	0
Cremation	3	0	5	0	8	0	2	0
Niche	4	0	3	0	7	0	5	0
TOTALS	23	0	21	0	44	0	40	0

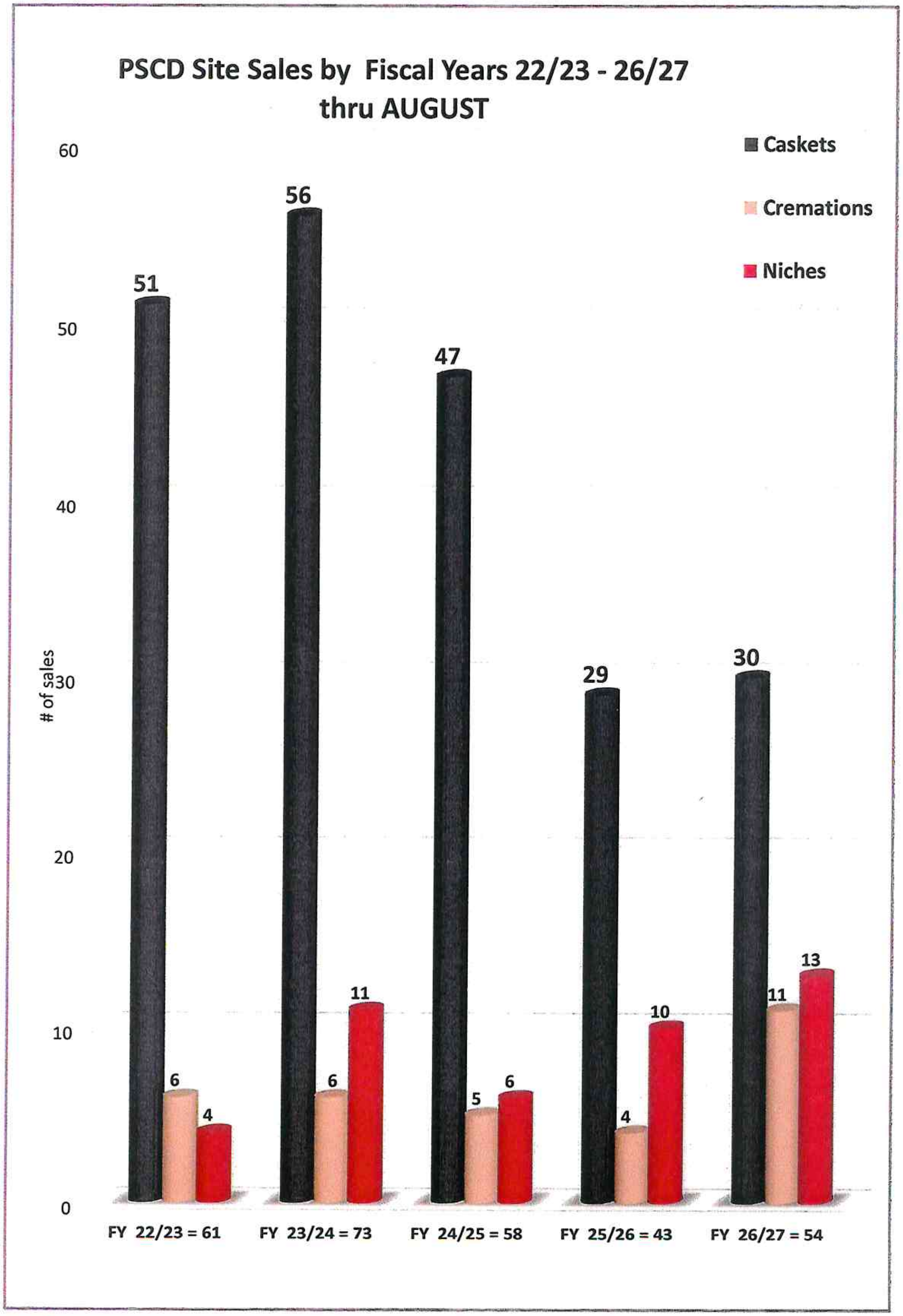
SATURDAY INTERMENTS

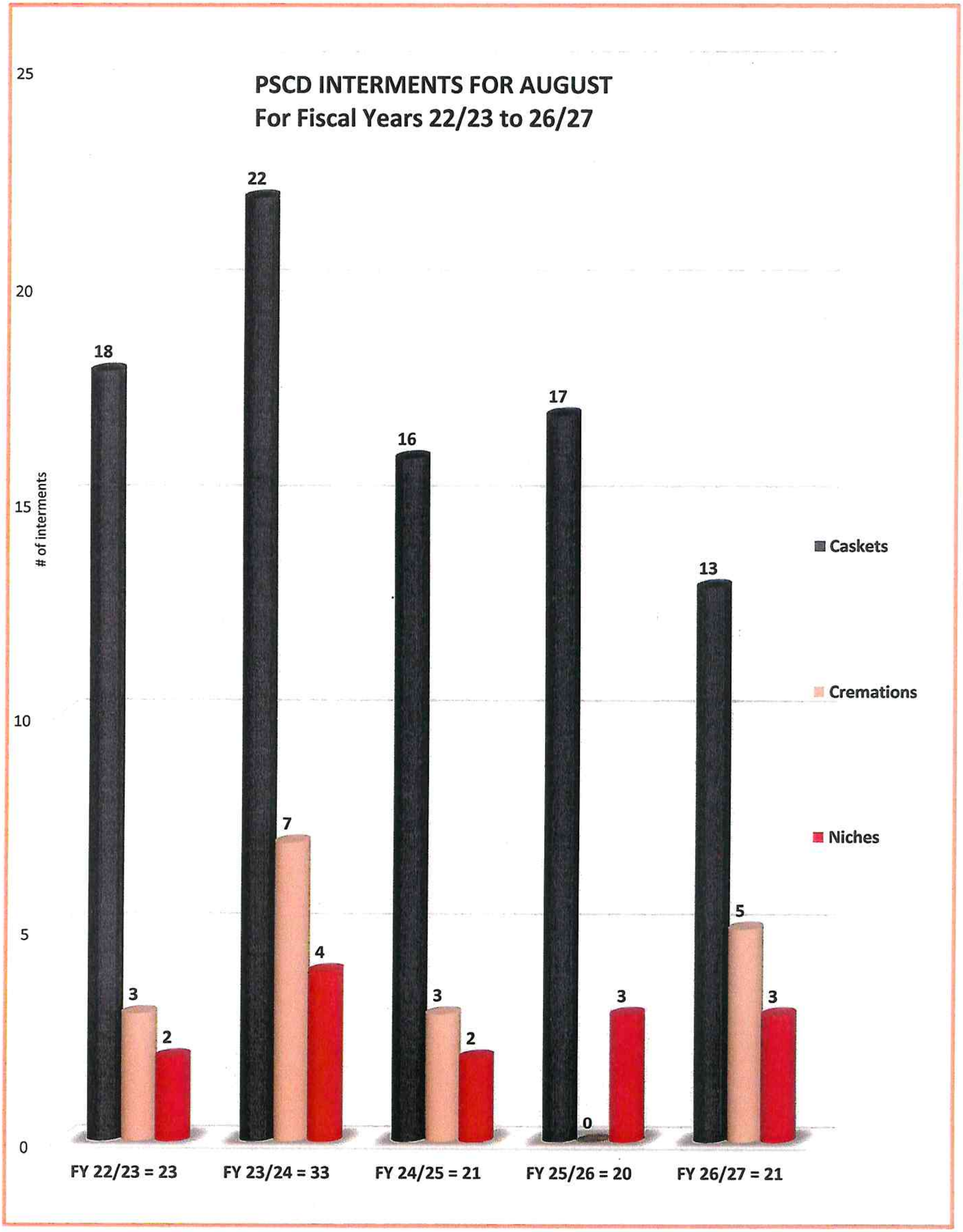
	Prior Months		AUG		FY 2026/2027 YTD Totals		FY 2025/2026 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	0	0	0	0	0	0	0	0
Baby	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0

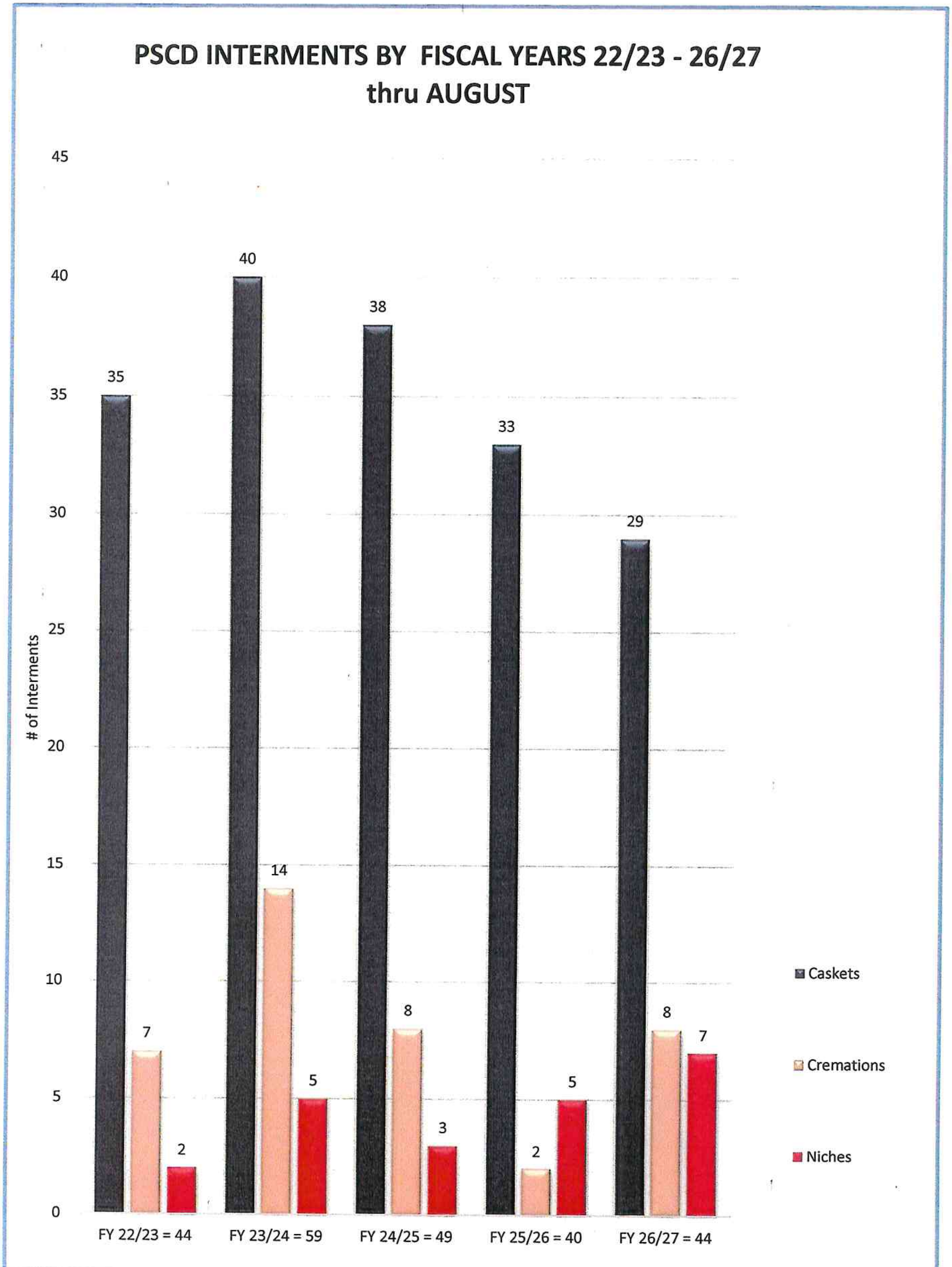
SUNDAY INTERMENTS

	Prior Months		AUG		FY 2026/2027 YTD Totals		FY 2025/2026 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	0	0	0	0	0	0	0	0
Baby	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0


PSCD Site Sales For AUGUST
for Fiscal Years 22/23 - 26/27
# of sales
45
40
35
30
25
20
15
10
5
0
31
4
0
41
2
3
27
3
1
14
4
2
14
4
11
FY 22/23 = 35
FY 23/24 = 46
FY 24/25 = 31
FY 25/26 = 20
FY 26/27 = 29
Caskets
Cremations
Niches


PSCD Site Sales by Fiscal Years 22/23 - 26/27
thru AUGUST
Caskets
Cremations
Niches
# of sales
0
10
20
30
40
50
60
51
6
4
56
6
11
47
5
6
29
4
10
30
11
13
FY 22/23 = 61
FY 23/24 = 73
FY 24/25 = 58
FY 25/26 = 43
FY 26/27 = 54


PSCD INTERMENTS FOR AUGUST
For Fiscal Years 22/23 to 26/27
# of interments
25
20
15
10
5
0
18
3
2
22
7
4
16
3
2
17
0
3
13
5
3
Caskets
Cremations
Niches
FY 22/23 = 23
FY 23/24 = 33
FY 24/25 = 21
FY 25/26 = 20
FY 26/27 = 21


PSCD INTERMENTS BY FISCAL YEARS 22/23 - 26/27
thru AUGUST
# of Interments
45
40
35
30
25
20
15
10
5
0
35
7
2
40
14
5
38
8
3
33
2
5
29
8
7
FY 22/23 = 44
FY 23/24 = 59
FY 24/25 = 49
FY 25/26 = 40
FY 26/27 = 44
Caskets
Cremations
Niches

PALM SPRINGS CEMETERY DIST
INCOME STATEMENT - GENERAL FUND
FOR THE TWO MONTHS ENDING AUGUST 31, 2026

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
OPEN AND CLOSE	24,400.00	19,300.00	5,100	47,935.00	43,600.00	4,335
MISC SPECIAL SET-UP	500.00	500.00	0	750.00	500.00	250
RETURNED CHECK BANK CHARGE	0.00	0.00	0	30.00	0.00	30
INTEREST RECEIVED	0.75	1.60	(1)	1.44	3.96	(3)
LAND LEASE	0.00	7,416.28	(7,416)	0.00	14,832.56	(14,833)
CREDIT CARD CONVEN FEE	1,008.73	627.12	382	2,231.83	1,278.61	953
WITNESS GRAVE CLOSING	400.00	600.00	(200)	400.00	1,600.00	(1,200)
VAULTS	1,020.00	990.00	30	2,040.00	1,650.00	390
CREMATION VAULTS	600.00	90.00	510	840.00	270.00	570
LINERS	2,500.00	2,600.00	(100)	4,500.00	5,910.00	(1,410)
GRAVE VASES	1,225.00	780.00	445	1,945.00	1,570.00	375
ENR SURCHARGE	5,100.00	2,800.00	2,300	7,600.00	6,000.00	1,600
LOT TRANSFERS	200.00	100.00	100	200.00	100.00	100
DONATIONS & GRANTS	0.40	0.00	0	0.40	0.00	0
HANDLING FEE	7,450.00	6,450.00	1,000	13,180.00	14,030.00	(850)
PRENEED CONTRACT SERVICE CHG	1,400.00	300.00	1,100	2,800.00	1,200.00	1,600
VASE/HDSTN SET & CLEAN	5,490.00	2,655.00	2,835	9,505.00	7,985.00	1,520
TOTAL REVENUE	51,294.88	45,210.00	6,085	93,958.67	100,530.13	(6,571)
EXPENSES						
REGULAR SALARIES	32,256.14	31,543.80	712	65,148.85	63,146.57	2,002
BOT MEETING COMPENSATION	0.00	1,326.75	(1,327)	1,393.05	1,857.45	(464)
BOT CONFERENCES	0.00	0.00	0	4,450.00	0.00	4,450
RETIREMENT/PENSION	2,227.18	243.01	1,984	4,498.92	2,181.47	2,317
FICA	1,993.34	2,031.43	(38)	4,112.51	4,017.16	95
MEDICARE	466.19	475.09	(9)	961.80	939.50	22
EMPLOYEE GROUP INSURANCE	9,914.82	9,152.25	763	20,707.43	19,262.27	1,445
RETIREE GROUP INSURANCE	1,389.46	1,302.36	87	2,778.92	2,608.61	170
UNEMPLOYMENT INSURANCE	0.00	31.84	(32)	33.43	44.58	(11)
WORKERS COMP INSURANCE	847.12	867.68	(21)	1,694.24	1,735.36	(41)
ELECTRICITY	10,838.85	8,958.00	1,881	21,719.54	16,978.65	4,741
TELEPHONE	830.35	771.53	59	1,757.56	1,614.34	143
WATER	6,130.49	5,779.81	351	7,250.92	6,619.06	632
COMMUNITY OUTREACH	0.00	180.00	(180)	106.58	180.00	(73)
VISA-MASTER CHG FEES	1,278.47	467.72	811	2,095.03	1,202.63	892
COUNTY SERVICE CHARGE	131.94	113.12	19	131.94	113.12	19
GENERAL INSURANCE	3,070.95	3,073.05	(2)	6,141.90	6,146.10	(4)
LEGAL	13,571.13	13,284.00	287	13,571.13	13,284.00	287
LOT REPURCHASE	1,350.00	650.00	700	1,950.00	2,050.00	(100)
OFFICE EXPENSE	2,123.82	3,160.80	(1,037)	4,923.66	6,540.37	(1,617)
TRAVEL & CONVENTION	745.00	0.00	745	1,635.00	0.00	1,635
UNIFORMS & SAFETY EQUIPMENT	0.00	0.00	0	419.52	0.00	420
MTG EXP & SUPPLIES	0.00	0.00	0	22.95	314.53	(292)
ADVERTISING/PUBLICITY	0.00	40.00	(40)	0.00	320.00	(320)
MEMBERSHIP & DUES	660.00	180.00	480	910.00	790.00	120
CA EDUCATION & TRAINING (EDD)	0.00	1.33	(1)	1.39	1.86	0
IRRIGATION SYSTEM REPAIRS	0.00	4,646.93	(4,647)	2,426.99	7,115.66	(4,689)
FERTILIZER AND SEED	1,450.00	1,350.00	100	1,450.00	1,350.00	100
GASOLINE, OIL, TIRES	4,636.25	0.00	4,636	4,636.25	269.27	4,367
PLANT & BUILDING	2,313.40	1,971.64	342	5,698.59	3,689.65	2,009
TOOLS & SUPPLIES	95.66	140.79	(45)	657.14	140.79	516
GRAVE LINERS & VAULTS	3,795.82	6,523.00	(2,727)	8,067.60	9,854.00	(1,786)
GRAVE VASES	1,078.72	1,613.45	(535)	1,078.72	1,613.45	(535)
CONTRACT TREE/GARDEN MAINTNCE	25,935.00	24,700.00	1,235	25,935.00	25,476.45	459
SECURITY CAMERA EXPENSE	179.70	179.70	0	179.70	179.70	0
DMP GROUNDS SECURITY	3,462.85	907.50	2,555	3,462.85	1,815.00	1,648
TOTAL EXPENSES	(132,772.65)	(125,666.58)	(7,106)	(222,009.11)	(203,451.60)	(18,558)
NET CHANGE FROM OPERATIONS	(81,477.77)	(80,456.58)	(1,021)	(128,050.44)	(102,921.47)	(25,129)
OTHER REVENUE & EXPENSE						
TOTAL OTHER REVENUE & EXPENSE	0.00	0.00	0	0.00	0.00	0
NET CHANGE	(81,477.77)	(80,456.58)	(1,021)	(128,050.44)	(102,921.47)	(25,129)

PALM SPRINGS CEMETERY DIST
ANNUAL BUDGET INCOME STATEMENT - GENERAL FUND
FOR THE TWO MONTHS ENDING AUGUST 31, 2026

	PTD ACTUAL	PTD BUDGET	VARIANCE	YTD ACTUAL	ANNUAL BUDGET	VARIANCE
OPEN AND CLOSE	24,400.00	26,975.00	(2,575)	47,935.00	323,700.00	(275,765)
MISC SPECIAL SET-UP	500.00	125.00	375	750.00	1,500.00	(750)
RETURNED CHECK BANK CHARGE	0.00	13.00	(13)	30.00	150.00	(120)
INTEREST RECEIVED	0.75	1.00	0	1.44	15.00	(14)
CREDIT CARD CONVEN FEE	1,008.73	1,000.00	9	2,231.83	12,000.00	(9,768)
WITNESS GRAVE CLOSING	400.00	625.00	(225)	400.00	7,500.00	(7,100)
TAX COLLECTIONS	0.00	0.00	0	0.00	618,848.00	(618,848)
VAULTS	1,020.00	1,306.00	(286)	2,040.00	15,675.00	(13,635)
CREMATION VAULTS	600.00	435.00	165	840.00	5,220.00	(4,380)
LINERS	2,500.00	3,042.00	(542)	4,500.00	36,500.00	(32,000)
GRAVE VASES	1,225.00	937.00	288	1,945.00	11,245.00	(9,300)
MEMORIAL WALL INCOME	0.00	34.00	(34)	0.00	400.00	(400)
ENR SURCHARGE	5,100.00	4,359.00	741	7,600.00	52,300.00	(44,700)
LOT TRANSFERS	200.00	84.00	116	200.00	1,000.00	(800)
COUNTY INTEREST INCOME	0.00	1,084.00	(1,084)	0.00	13,000.00	(13,000)
DONATIONS & GRANTS	0.40	0.00	0	0.40	0.00	0
HANDLING FEE	7,450.00	8,500.00	(1,050)	13,180.00	102,000.00	(88,820)
PRENEED CONTRACT SERVICE CHG	1,400.00	834.00	566	2,800.00	10,000.00	(7,200)
VASE/HDSTN SET & CLEAN	5,490.00	3,942.00	1,548	9,505.00	47,300.00	(37,795)
TOTAL REVENUE	51,294.88	53,296.00	(2,001)	93,958.67	1,258,353.00	(1,164,394)
REGULAR SALARIES	32,256.14	35,474.00	(3,218)	65,148.85	425,688.00	(360,539)
BOT MEETING COMPENSATION	0.00	1,658.00	(1,658)	1,393.05	19,901.00	(18,508)
BOT CONFERENCES	0.00	375.00	(375)	4,450.00	4,500.00	(50)
BOT TRAVEL & EXPENSES	0.00	250.00	(250)	0.00	3,000.00	(3,000)
RETIREMENT/PENSION	2,227.18	2,442.00	(215)	4,498.92	29,308.00	(24,809)
FICA	1,993.34	2,242.00	(249)	4,112.51	26,908.00	(22,795)
MEDICARE	466.19	560.00	(94)	961.80	6,720.00	(5,758)
EMPLOYEE GROUP INSURANCE	9,914.82	9,491.00	424	20,707.43	113,889.00	(93,182)
RETIREE GROUP INSURANCE	1,389.46	1,331.00	58	2,778.92	15,972.00	(13,193)
UNEMPLOYMENT INSURANCE	0.00	160.00	(160)	33.43	1,925.00	(1,892)
WORKERS COMP INSURANCE	847.12	1,067.00	(220)	1,694.24	12,808.00	(11,114)
ELECTRICITY	10,838.85	5,964.00	4,875	21,719.54	71,570.00	(49,850)
TELEPHONE	830.35	1,160.00	(330)	1,757.56	13,922.00	(12,164)
WATER	6,130.49	3,884.00	2,246	7,250.92	46,602.00	(39,351)
CAPC CONFERENCE DONATIONS	0.00	0.00	0	0.00	200.00	(200)
COMMUNITY OUTREACH	0.00	167.00	(167)	106.58	2,000.00	(1,893)
VISA-MASTER CHG FEES	1,278.47	850.00	428	2,095.03	10,200.00	(8,105)
RETURNED CHECK	0.00	13.00	(13)	0.00	150.00	(150)
COUNTY SERVICE CHARGE	131.94	100.00	32	131.94	1,200.00	(1,068)
EDUCATION	0.00	34.00	(34)	0.00	400.00	(400)
GENERAL INSURANCE	3,070.95	3,372.00	(301)	6,141.90	40,467.00	(34,325)
LEGAL	13,571.13	52,220.00	(38,649)	13,571.13	626,639.00	(613,068)
LOT REPURCHASE	1,350.00	875.00	475	1,950.00	10,500.00	(8,550)
OFFICE EXPENSE	2,123.82	1,667.00	457	4,923.66	20,000.00	(15,076)
TRAVEL & CONVENTION	745.00	417.00	328	1,635.00	5,000.00	(3,365)
UNIFORMS & SAFETY EQUIPMENT	0.00	100.00	(100)	419.52	1,200.00	(780)
MTG EXP & SUPPLIES	0.00	167.00	(167)	22.95	2,000.00	(1,977)
AUDIT	0.00	875.00	(875)	0.00	10,500.00	(10,500)
ADVERTISING/PUBLICITY	0.00	375.00	(375)	0.00	4,500.00	(4,500)
MEMBERSHIP & DUES	660.00	683.00	(23)	910.00	8,200.00	(7,290)
CA EDUCATION & TRAINING (EDD)	0.00	0.00	0	1.39	0.00	1
AUTO TRUCK EXPENSE	0.00	417.00	(417)	0.00	5,000.00	(5,000)
LARGE EQUIPMENT REPAIRS	0.00	583.00	(583)	0.00	7,000.00	(7,000)
EQUIPMENT REPAIRS	0.00	167.00	(167)	0.00	2,000.00	(2,000)
IRRIGATION SYSTEM REPAIRS	0.00	583.00	(583)	2,426.99	7,000.00	(4,573)
FERTILIZER AND SEED	1,450.00	2,167.00	(717)	1,450.00	26,000.00	(24,550)
GASOLINE, OIL, TIRES	4,636.25	375.00	4,261	4,636.25	4,500.00	136
PLANT & BUILDING	2,313.40	2,917.00	(604)	5,698.59	35,000.00	(29,301)
ROAD MAINTENANCE	0.00	8,913.00	(8,913)	0.00	106,955.00	(106,955)
TOOLS & SUPPLIES	95.66	208.00	(112)	657.14	2,500.00	(1,843)
GRAVE LINERS & VAULTS	3,795.82	5,458.00	(1,662)	8,067.60	65,500.00	(57,432)
GRAVE VASES	1,078.72	692.00	387	1,078.72	8,300.00	(7,221)
CONTRACT TREE/GARDEN MAINTNCE	25,935.00	25,935.00	0	25,935.00	311,220.00	(285,285)
CONTRACT BURIALS	0.00	333.00	(333)	0.00	4,000.00	(4,000)
SECURITY CAMERA EXPENSE	179.70	83.00	97	179.70	1,000.00	(820)
DMP GROUNDS SECURITY	3,462.85	867.00	2,596	3,462.85	10,400.00	(6,937)
ECONOMIC UNCERTAINTIES	0.00	0.00	0	0.00	100,000.00	(100,000)
TOTAL EXPENSES	132,772.65	177,671.00	(44,898)	222,009.11	2,232,244.00	(2,010,235)
NET CHANGE FROM OPERATIONS	(81,477.77)	(124,375.00)	42,897	(128,050.44)	(973,891.00)	845,841
OTHER REVENUE & EXPENSE						
RESERVES TRANSFERRED IN	0.00	0.00	0	0.00	993,891.00	(993,891)
RESERVE TRANSFER OUT	0.00	0.00	0	0.00	(20,000.00)	20,000
NET CHANGE	(81,477.77)	(124,375.00)	42,897	(128,050.44)	0.00	(128,050)

ACCUMULATIVE CAPITAL OUTLAY
INCOME STATEMENT
FOR THE TWO MONTHS ENDING AUGUST 31, 2026

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
BURIAL RIGHT SALES	59,550.00	26,150.00	33,400	100,050.00	59,050.00	41,000
CURRENT INTEREST & DIVIDENDS	8,726.49	2,353.80	6,373	13,772.66	7,621.44	6,151
GAIN/LOSS INVESTMENT FMV	(1,801.94)	11,107.69	(12,910)	(7,549.72)	3,885.78	(11,436)
TOTAL REVENUE	**66,474.55**	**39,611.49**	**26,863**	**106,272.94**	**70,557.22**	**35,716**
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0	1,490.54	1,456.75	34
COUNTY SERVICE CHARGE	12.90	0.00	13	12.90	0.00	13
TOTAL EXPENSES	**12.90**	**0.00**	**13**	**1,503.44**	**1,456.75**	**47**
NET CHANGE FROM OPERATION	**66,461.65**	**39,611.49**	**26,850**	**104,769.50**	**69,100.47**	**35,669**
OTHER REVENUE & EXPENSE						
TOTAL OTHER	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**0**
NET CHANGE	**66,461.65**	**39,611.49**	**26,850**	**104,769.50**	**69,100.47**	**35,669**

ENDOWMENT CARE FUND
INCOME STATEMENT
FOR THE TWO MONTHS ENDING AUGUST 31, 2026

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
WMC ENDOWMENT CARE	15,800.00	0.00	15,800	20,400.00	0.00	20,400
ENDOWMENT CARE DEPOSITS	29,293.00	17,059.00	12,234	61,932.74	40,304.33	21,628
CURRENT INTEREST & DIVIDENDS	38,468.66	15,958.75	22,510	60,788.53	29,445.58	31,343
GAIN/LOSS INVESTMENT FMV	(6,089.84)	38,989.41	(45,079)	(28,409.57)	21,984.10	(50,394)
TOTAL REVENUE	**77,471.82**	**72,007.16**	**5,465**	**114,711.70**	**91,734.01**	**22,978**
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0	7,694.20	7,507.45	187
TOTAL EXPENSES	**0.00**	**0.00**	**0**	**7,694.20**	**7,507.45**	**187**
NET CHANGE	**77,471.82**	**72,007.16**	**5,465**	**107,017.50**	**84,226.56**	**22,791**

PRENEED FUND
INCOME STATEMENT
FOR THE TWO MONTHS ENDING AUGUST 31, 2026

REVENUE	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
CURRENT SALES	28,459.74	2,919.33	25,540	50,565.37	8,729.33	41,836
CURRENT DEFERRED REVENUE	23,592.87	6,658.45	16,934	37,694.82	18,587.78	19,107
CURRENT INTEREST & DIVIDENDS	3,087.00	2,026.12	1,061	11,275.96	10,216.28	1,060
GAIN/LOSS INVESTMENTS FMV	(2,819.95)	18,091.03	(20,911)	(11,903.43)	9,787.98	(21,691)
TOTAL REVENUE	**52,319.66**	**29,694.93**	**22,625**	**87,632.72**	**47,321.37**	**40,311**
EXPENSES						
INVESTMENT FEES	0.00	0.00	0	3,097.16	3,014.34	83
COUNTY SERVICE CHARGES	1.02	0.00	1	1.02	0.00	1
TOTAL EXPENSES	**1.02**	**0.00**	**1**	**3,098.18**	**3,014.34**	**84**
NET CHANGE	**52,318.64**	**29,694.93**	**22,624**	**84,534.54**	**44,307.03**	**40,228**

PALM SPRINGS CEMETERY
DISTRICT

STAFF REPORT

TO: Board of Trustees
FROM: Kathleen Jurasky, District Manager
Kendall D. Levan, District General Legal Counsel
DATE: September 10, 2026
RE: Service Provider Agreement by and between the Palm Springs Cemetery District and L.O. Lynch Quality Wells & Pumps, Inc., for Routine Maintenance Services and As-Needed Repair Work of Well #2 and Well #4

SPECIFIC REQUEST OR RECOMMENDATION:

That the Board of Trustees ("Board") approve the proposed Service Provider Agreement by and between the Palm Springs Cemetery District and L.O. Lynch Quality Wells & Pumps, Inc., together with such changes to the final form of the Agreement that are approved by the District Manager and the District general legal counsel and authorize the District Manager to sign the Agreement on behalf of the District.

BACKGROUND

Desert Memorial Park located at 31-705 Da Vall Drive, Cathedral City, California ("District Property") includes two (2) water wells commonly referred to as Well #2 and Well #4 (collectively, the "Wells"). The Wells require routine maintenance and as-needed repair work to ensure their proper functioning and operation for the District's needs.

L.O. Lynch Quality Wells & Pumps, Inc. ("Service Provider") currently provides to the District such maintenance and as-needed repair services. Staff concluded that sole sourcing these services to Service Provider is justified because, after conducting a reasonable inquiry, staff determined that Service Provider is the only contractor within a reasonable distance that provides the services required by the District under the agreement.

DISCUSSION

The District desires to continue retaining the services of Service Provider and Service Provider desires to continue providing the services to the District, on an independent contractor's basis, pursuant to and in accordance with the proposed Agreement.

Service Provider submitted to the District a proposal ("Proposal") for services, which Proposal is set forth in "Attachment No. 1" attached to Exhibit "A" (Scope of Services) attached to the proposed Agreement.

The proposed Term of the Agreement is two (2) years commencing on the Effective Date.

Pursuant to the proposed Agreement, Service Provider will, at a minimum, provide to the District the following Services at the following hourly rates and expenses stated below:

1. Well #2 – Maintenance Services:

    a. Maintenance Services shall be provided on a bi-monthly basis.

    b. Maintenance Service Fee: $275.00 per hour. Service Provider estimates that Well #2 service contract readings will take approximately one (1) to one and one-half (1.5) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the VFD enclosure.

2. Well #4 – Maintenance Services:

    a. Maintenance Services shall be provided on a monthly basis.

    b. Maintenance Service Fee: $375.00 per hour. Service Provider estimates that Well #4 service contract readings will take approximately three (3) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the VFD enclosure.

3. Maintenance Services: Maintenance Services for both Well #2 and Well #4 shall include all of the following:

    a. Service contract readings, such as vibration, amps, voltages, water levels, and cleaning of the VFD enclosure.

    b. Monthly (Well #4) and bi-monthly (Well #2) preventive maintenance inspections.

    c. Inspection of well pumps, motors, controls, electrical components, valves, piping, and related equipment.

    d. Performance monitoring, including operating pressures, flow rates, amperage, and voltage as appropriate.

    f. Written service reports after each site visit identifying work performed, deficiencies observed, and recommendations.

    g. Subject to the prior approval of the District Manager or the District's Ground Supervisor, routine repairs and replacement of worn or failed components necessary to maintain reliable operation.

4. Extra Services. To the extent there are extra services beyond the Maintenance Services that are expressly authorized and approved in writing by Service Provider and the District, such extra services will be billed by Service Provider at the hourly rates stated below:

a. Any services outside of the Maintenance Services will be $495.00 per hour for each technician, or in the case of any pulling needs at a rate of $595.00 per hour.

b. Any material used above and beyond the Maintenance Services will be subject to reimbursement, at a rate of cost plus 30%, and the time for accessing and staging the material be subject to reimbursement.

Extra services may include, but are not limited to, the following: (i) Troubleshooting and diagnosis of mechanical and electrical problems; and (ii) Emergency repair services when requested in writing by the District.

CONCLUSION

As stated above under the "Specific Request or Recommendation" part of this Staff Report, staff requests that the Board provide staff the authority to make changes to the final form of the Agreement (before signing) that are approved by the District Manager and the District general legal counsel. This requested authority will allow staff to make changes to the proposed Agreement prior to signing the Agreement if Service Provider requests reasonable changes as part of the parties' negotiations of the proposed Agreement and the District Manager and the District legal counsel agree to such changes to the final form of the Agreement.

ATTACHMENTS:

1. Service Provider Agreement by and between the Palm Springs Cemetery District and L.O. Lynch Quality Wells & Pumps, Inc.

SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE PALM SPRINGS CEMETERY DISTRICT
AND
L.O. LYNCH QUALITY WELLS & PUMPS, INC.

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into this __ day of September, 2026 ("Effective Date"), by and between the Palm Springs Cemetery District, a California public cemetery and special district, with a principal place of business located at 31-705 Da Vall Drive, Cathedral City, CA 92234 ("District"), and L.O. Lynch Quality Wells & Pumps, Inc., a California corporation, with a principal place of business at 856 W. Seventh Street, San Jacinto, CA 92582 ("Service Provider"). The District and Service Provider are sometimes herein individually referred to as a "Party" or collectively referred to as the "Parties."

RECITALS

WHEREAS, the District owns certain real property known as Desert Memorial Park located at 31-705 Da Vall Drive, Cathedral City, California ("District Property"); and

WHEREAS, the District Property includes two (2) water wells commonly referred to as Well #2 and Well #4 (collectively referred to herein as the "Wells"). The Wells require routine maintenance and as-needed repair work to ensure their proper functioning and operation for the District's needs; and

WHEREAS, the District desires to retain the services of a qualified service provider to provide to the District, on an independent contractor's basis, routine maintenance services and as-needed repair work of the Wells to ensure the proper functioning and operation of the Wells to meet the District's needs; and

WHEREAS, Service Provider represents that it is fully qualified to perform the services needed by the District with respect to the Wells by virtue of its experience and the training, education and expertise of its principals, employees, and personnel; and

WHEREAS, Service Provider submitted to the District a proposal ("Proposal") for services, which Proposal is set forth in "Attachment No. 1" attached to Exhibit "A" attached to this Agreement and is hereby incorporated herein by this reference; and

WHEREAS, the Parties now desire to enter into this Agreement for Service Provider to provide to the District, on an independent contractor's basis, routine maintenance services and as-needed repair work of the Wells to ensure the proper functioning and operation of the Wells to meet the District's needs, pursuant to and in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the covenants, conditions and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **INCORPORATION OF RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference as though fully set forth herein.

Section 2. **SCOPE OF SERVICES**

a. During the Term of this Agreement, Service Provider shall provide to the District, on an independent contractor's basis, routine maintenance services and as-needed repair work of the Wells to ensure the proper functioning and operation of the Wells to meet the District's needs, as set forth and described in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (collectively, "Services"). The Services 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.

b. License Requirement: At all times Service Provider is performing the Services, Service Provider shall have a valid license issued by the Contractors State License Board in the classification C-57 Well Drilling Contractor. Service Provider and all subcontractors shall be licensed in accordance with the laws of California and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws. Service Provider covenants and warrants to the District that Service Provider holds a valid and active **C-57 Well Drilling Contractor license (No. 740156)** issued by the California Contractors State License Board, which is appropriate for the scope of this Project.

c. The Services shall be performed in accordance with applicable law and the requirements set forth in this Agreement.

d. To the extent Service Provider will subcontract for performance of specific activities for the Services, such contracts or subcontracts will not in any way diminish or waive Service Provider's obligations under this Agreement.

e. Unless the District and Service Provider have agreed in writing before the performance of extra services that are beyond the maintenance Services described in

Exhibit "A" attached to this Agreement, the District shall have no liability for such extra services, and Service Provider shall have no right to claim payment for such extra services or expenses. The applicable hourly rates for authorized extra services shall be at the hourly rates described in the "Schedule of Fees" set forth in Exhibit "B" attached to this Agreement.

Section 3. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue for a consecutive period of two (2) years, subject to earlier termination by either Party in accordance with Section 19 of this Agreement ("Term").

Section 4. PRINCIPLE REPRESENTATIVES

a. ____________________, ____________________ of Service Provider, who is available at Work No. (___) ___-____ and Cell No. (___) ___-____, is designated as the principle representative of Service Provider for purposes of communicating with the District on any matter associated with the performance of the Services set forth in this Agreement.

b. The District Manager is the principle representative of the District for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

Section 5. FEES

a. During the Term of this Agreement, the District shall pay to Service Provider for Services rendered to the District in accordance with this Agreement in the amounts set forth in the "Schedule of Fees" attached hereto as Exhibit "B" and incorporated herein by this reference. Payments owed to Service Provider under this Agreement will be made in accordance with the payment procedures set forth in this Agreement.

b. As stated in more detail in Section 15 of this Agreement, Service Provider 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 will file a PWC-100 form with the DIR within five (5) calendar days of the Parties signing of this Agreement.

Section 6. INVOICES; PAYMENTS

a. Service Provider shall invoice the District, on a monthly basis, for the performance of the Services rendered under this Agreement in the preceding month. Each invoice shall list the Services performed by Service Provider and the hourly rates set forth in the Schedule of Fees attached hereto as "Exhibit "B".

b. Within thirty (30) calendar days of the District's approval of an invoice submitted by Service Provider, the District will submit payment of the invoice to Service Provider by written paper bank check or other manner of payment as mutually agreed to by the Parties.

<u>Section 7</u>. INDEPENDENT CONTRACTOR'S STATUS

Service Provider shall at all times during the Term of this Agreement perform the Services described in this Agreement as an independent contractor. Service Provider hereby waives any claims for any compensation or benefits afforded to District employees and not to independent contractors. Service Provider shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by Service Provider (including any of its officers, employees, representatives, or other agents) of its obligations under this Agreement.

<u>Section 8</u>. CIVIL CODE SECTION 1542 WAIVER

Service Provider 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."*

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, but not limited to, claims of entitlements, but not limited to, under any health, welfare, vision, disability and retirement that are only afforded to District employees and not independent contractors. Service Provider 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.

____
Service Provider Initials

Section 9. QUALIFICATIONS

Service Provider represents that it and its personnel (including any subcontractors) have 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, including, but not limited to, a California contractor's license for the Services to be performed under this Agreement.

Section 10. LICENSES, CERTIFICATIONS, AND PERMITS

Service Provider 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.

Section 11. WARRANTY

a. Service Provider warrants and covenants to the District that all Services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. In addition to Service Provider's other obligations under this Agreement, Service Provider warrants all work and materials to be of good quality and fit for the purpose and intended use. If any defects in materials or workmanship become evident, Service Provider 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. Service Provider 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 Service Provider who hereby agrees to pay the full amount of all cost and charges therefor immediately on demand.

c. 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 Service Provider notice. If Service Provider 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 Service Provider, who agrees to make payment for all such costs and charges immediately on demand. Corrective action by the District will not relieve Service Provider or Service Provider's insurers of the guarantees, insurance and indemnities of this Agreement.

d. 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. Service Provider 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 Service Provider or Service Provider's insurers under the guarantees, insurance and indemnity provisions of this Agreement.

Section 12. **FAMILIARITY WITH WORK**

a. By executing this Agreement, Service Provider warrants and covenants to the District that: (1) it has thoroughly investigated and considered the Services to be performed, (2) it has investigated the issues, regarding the scope of Services to be provided, (3) it has carefully considered how the Services should be performed, and (4) it fully understands the facilities, difficulties and restrictions pertaining to performance of the Services under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by the District, it shall immediately inform the District of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the District Manager or her designee.

Section 13. **CARE OF WORK**

The performance of the Services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the District, when such inaccuracies are due to the negligence of Service Provider or its personnel (including any subcontractors).

Section 14. **COMPLIANCE WITH LAWS**

Service Provider and its personnel (including any subcontractors) shall comply with all local, state and federal laws, rules and regulations applicable to performance of the Services required hereunder, including any law, rule, regulation, or bylaw governing the Services or the conduct or performance of Service Provider and/or its personnel, employees, officers, board members, or subcontractors. Without limiting the foregoing, Service Provider and its personnel (including any subcontractors) shall comply with all applicable requirements of the Contractors State License Law (set forth at California Business and Professions Code Section 7000 *et seq.*), and shall comply with all applicable standards and requirements of the California Department of Water Resources with respect to the Services on the Wells.

Section 15. **LABOR LAWS; PREVAILING WAGES**

a. All work or services performed within the State of California pursuant to this Agreement by Service Provider and its personnel, employees and independent contractors, or Service Provider'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. Service Provider 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, Service Provider 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. Service Provider and all of Service Provider'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 https://www.dir.ca.gov/oprl/DPreWageDetermination.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. Service Provider 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 Service Provider'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, Service Provider 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. Service Provider 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 Services is thirty thousand dollars ($30,000.00) or more, Service Provider 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. Service Provider and all subcontractors hired to perform any work under the Services 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 Service Provider or the 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. Service Provider 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 Service Provider'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, Service Provider hereby acknowledges that all 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 Services are subject to compliance monitoring and enforcement by the DIR. In accordance with Section 3700 of the Labor Code, Service Provider must secure payment of compensation to all Service Provider's employees. Service Provider represents and warrants that Service Provider is registered with the DIR in the manner prescribed by the DIR and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Service Provider entering into any contracts with any subcontractor, Service Provider shall obtain proof that all such subcontractors have also registered with the DIR in accordance with Section 1725.5.

f. Service Provider shall indemnify, protect, defend and hold harmless the District and its officials, officers, members, agents, representatives, employees, contractors, volunteers, consultants, and attorneys, with counsel chosen by the District in its 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) which, in connection with the Services, 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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.

<u>Section 16</u>. INSURANCE REQUIREMENTS

a. <u>Policies</u>. Service Provider, at Service Provider's own cost and expense, shall procure and maintain upon the Effective Date and for the Term of this Agreement and as required by Section 16.f. below, the following insurance policies:

(1) Workers' Compensation Coverage. Service Provider shall maintain, at its own cost and expense, Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Service Provider pursuant to this Agreement is not protected by the California State Worker's Compensation Law, Service Provider shall provide adequate insurance for protection of such employees to the satisfaction of the District. Service Provider 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 included in the Services to do the same. Service Provider shall provide proof of current registration with the DIR pursuant to California Labor Code Section 1725.5 prior to commencing any work under this Agreement. Additionally, Service Provider shall execute and file with the District the certification as required by California Labor Code Section 1861, as set forth in Exhibit "C".

(2) General Liability Coverage. Service Provider shall maintain commercial general liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, personal injury and property damage. Service Provider shall provide insurance on an occurrence, not claims-made basis. Service Provider acknowledges and agrees that, for the 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.

(3) Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance (including coverage for operation of hired/leased autos and equipment) covering bodily injury, personal injury and property damage for all activities of Service Provider arising out or of in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than One Million Dollars ($1,000,000) combined single limit for each occurrence, and Two Million Dollars ($2,000,000) in the aggregate.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

(1) The District, its officers, officials, employees, agents, volunteers, independent contractors, and attorneys, including but not limited to, the District Manager and General Counsel, are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Service Provider, including materials,

parts or equipment furnished in connection with such work or operations.

(2) Each policy shall be considered primary insurance as respects the District, its officers, officials, employees, agents, volunteers, independent contractors, and attorneys. Any insurance maintained by or available to the District, its officers, officials, employees, agents, volunteers, independent contractors, and attorneys, including any self-insured retention that the District may have, shall be considered excess insurance only and shall not contribute with it.

(3) 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.

(4) Service Provider waives and shall require the carriers of all required insurance policies to waive all rights of subrogation against the District, its officers, officials, employees, agents, volunteers, independent contractors, and attorneys.

(5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, agents, volunteers, independent contractors, and attorneys.

(6) The insurance provided by each policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days written notice has been received by the District.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the District's option, Service Provider shall demonstrate financial capability for payment of such deductibles or self-insured retentions. Service Provider shall be responsible at its sole cost for payment of any deductibles contained in any insurance policies required hereunder and shall also be responsible at its sole cost for payment of any self-insured retentions.

d. Certificates of Insurance. Service Provider 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 under this Agreement. Current certification of insurance shall be kept on file with the District at all times during the Term of this Agreement. Service Provider shall promptly provide to the District copies of all insurance policies required by this Agreement, upon its receipt of a written request from the District.

e. Imposition of Insurance Requirements. Provided the District gives its written consent for any persons other than Service Provider to perform any part of the Services, Service Provider agrees to require that all parties, including but not limited to subcontractors, architects, engineers or others with whom Service Provider enters into contracts or whom Service Provider hires or retains pursuant to or in any way related to the performance under this Agreement, provide the insurance coverage required herein, at a minimum, and name as additional insureds the Parties to this Agreement consistent with Section 16.b.(1) hereof. Service Provider 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. Maintain Coverages. In the event this Agreement is terminated for any reason prior to the completion of all obligations and requirements of this Agreement, Service Provider 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. This Section shall survive termination of this Agreement.

g. Failure to Obtain Coverages. Service Provider 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 performance of Services to the extent such is permissible under this Agreement, Service Provider shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the District or its officers, officials, employees, agents, volunteers, independent contractors, and attorneys.

h. Greater Coverages. In the event Service Provider 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 Service Provider. Any insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

i. No Limitation of Liability. The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Section 17. INDEMNIFICATION

Service Provide shall fully and promptly undertake its obligations as set forth below:

a. Service Provider agrees to and shall, to the fullest extent permitted by law, defend, indemnify, protect, and hold the District and its officials, officers, members, agents, representatives, employees, contractors, volunteers, consultants, and attorneys (collectively, together with the District, "District Indemnitees") harmless, with counsel chosen by the District in its sole discretion, from and against all claims, demands, actions, lawsuits, proceedings, enforcement actions, administrative actions, judgments, settlements, damages, losses, injuries, liability, costs, and expenses (including court costs, attorneys' fees, expert witness costs, investigation costs, and claims adjusting costs) (all of the foregoing, collectively, "Claims") arising from, in whole or in part, 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 Service Provider or its personnel, subcontractors, suppliers, or vendors, of any contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Service Provider 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 Service Provider hereunder; (3) the use of any products, material or equipment furnished by Service Provider or its personnel, subcontractors, suppliers, or vendors, of every contracting tier; or (4) the performance of Service Provider's obligations or activities contemplated in this Agreement. Service Provider's indemnity obligations provided pursuant to this Agreement shall also include Claims involving monetary or property damage, personal injury, wrongful death, infringement of any intellectual property rights (including, copyright, patent, and trademark), or professional errors and omissions, arising from Service Provider's negligent performance or failure to perform the work required under this Agreement, or breach or default of this Agreement by Service Provider of this Agreement, or violation of applicable laws, rules, regulations, or orders by Service Provider. 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 Service Provider or its personnel, subcontractors, suppliers, or vendors, of every contracting tier, or anyone directly or indirectly employed by any of them, or anyone for whose acts Service Provider may be liable. The District Indemnities will be entitled to recovery of attorneys' fees incurred as a result of Service Provider's failure to provide the defense and indemnity required by this Agreement. Nothing in this Section 17.a. shall be construed to mean that Service Provider will indemnify, defend and hold harmless the District Indemnities to the extent of claims arising from the established gross negligence or willful misconduct of the District Indemnities.

b. The District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this Agreement because of the acceptance by the District, or the deposit with the District, of any insurance certificates or policies described in Section 16 above. 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. Any applicable insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider.

c. Service Provider agrees that the duty to defend referenced under this Agreement is wholly independent from the duty to indemnify, arises upon written notice by any of the District Indemnitees of any Claims within the potential scope of the indemnification provision, and exists regardless of any determination of the ultimate liability of any of the District Indemnitees.

d. The District will promptly notify Service Provider in writing of any suit or claim. Service Provider 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 Claims and to employ counsel at Service Provider's cost and expense to assist in handling the Claims, and provided further, that Service Provider will not take any action in defense or settlement of the Claims that would negatively impact any of the District Indemnities. Service Provider will not settle or compromise the defense of any such Claims on behalf of any of the District Indemnities, or permit a default judgment to be taken against any of the District Indemnities, without the prior written approval of the District and its impacted District Indemnities. Service Provider will use reasonable efforts to mitigate the damages or losses hereunder.

f. The indemnity obligations set forth in this Agreement shall survive the expiration or termination of this Agreement and will not be limited by insurance coverage.

<u>Section 18</u>. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any term or provision of this Agreement shall constitute a default under this Agreement.

b. The Party which may claim that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. The Party in default shall have five (5) calendar days from its receipt of the notice of default within which to cure the default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder until after such Party's delivery of the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any Party to this Agreement remains uncured for more than five (5) calendar days following receipt of a notice of default by the Party in default, then, in addition to any other rights and remedies, the injured Party shall be entitled to seek any appropriate remedy at law or in equity, including but not limited, damages, injunctive relief, or specific performance; provided, however, recovery of damages against the District shall not exceed the direct out-of-pocket costs, if any, of Service Provider that are caused by the uncured default of the District.

e. In the event Service Provider shall be in default of this Agreement, the District shall be permitted to suspend all payments to Service Provider until such time that Service Provider cures the default to the District's satisfaction. Notwithstanding anything to the contrary, Service Provider's failure to provide all insurance documents, certificates of insurance and endorsements required of Service Provider and as prescribed in 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.

Section 19. TERMINATION OR SUSPENSION

a. Rights of District.

(1) This Agreement may be terminated or suspended without cause by the District, provided that the District provides Service Provider at least ten (10) calendar days' prior written notice of such termination or suspension.

(2) This Agreement may be terminated or suspended with cause by the District at any time, provided that the District provides Service Provider at least three (3) calendar days' prior written notice of such termination or suspension.

(3) For purposes of this Section, the District Manager shall have the authority to take action on behalf of the District.

b. Rights of Service Provider. This Agreement may be terminated with or without cause by the Service Provider at any time, provided that the Service Provider provides the District at least thirty (30) calendar days' prior written notice of such termination.

c. Payment Upon Termination. Service Provider shall be entitled to payment for services performed up to the effective date of termination.

Section 20. **TIME OF THE ESSENCE**

Time is of the essence in the performance of Services under this Agreement.

Section 21. **NOTICES**

a. Any notice to be provided by a Party pursuant to this Agreement shall be in writing, and all such notices shall be delivered by registered or certified mail, postage prepaid, return receipt requested, or by personal delivery (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), and addressed to the respective Party as follows:

To the District:	Kathleen Jurasky District Manager Palm Springs Cemetery District 31-705 Da Vall Drive Cathedral City, CA 92234 info@pscemetery.com
With a Copy to:	Kane Ballmer & Berkman 515 S. Figueroa St., Suite 780 Los Angeles, CA 90071 Attn: Kendall D. Levan, Esq., District General Counsel Email: kendall@kbblaw.com
To Service Provider:	L.O. Lynch Quality Wells & Pumps, Inc. Attn: Phil Lucas 856 W. Seventh St. San Jacinto, CA 92582 plucas@lynchwells.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.

c. Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

Section 22. **NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES**

No officer, official, agent, contractor, subcontractor, or employee of the District shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 23. **WAIVER**

a. No waiver shall be binding, unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 24. **ASSIGNMENT**

a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the District to enter into this Agreement.

b. This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 25. **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.

Section 26. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California, without giving effect to its principles of conflicts of laws.

Section 27. **MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 28. **ENTIRE AGREEMENT**

a. This Agreement supersedes any and all other agreements, either oral or written, between the District and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and 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.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 29. **AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this Section, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 30. **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.

Section 31. **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, and both Parties irrevocably consent to the personal jurisdiction of such courts. Service Provider waives any ability to transfer venue pursuant to Code of Civil Procedure Section 394.

Section 32. **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 breach or 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 attorney's 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.

Section 34. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the District until this Agreement is signed by the authorized representative(s) of Service Provider, approved by the District, approved as to form by the General Counsel, and signed by the District Chairperson.

Section 35. **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.

Section 36. **AUTHORITY**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. Each Party hereby represents and warrants to the other Party that the persons signing 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.

c. If Service Provider is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, Service Provider covenants and warrants to the District that the persons signing this Agreement on behalf of Service Provider have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

Section 37. **RECORDS**

a. Service Provider shall maintain complete and accurate records with respect to the Services performed by Service Provider under this Agreement for a period of at least five (5) years following termination or expiration of the Term of this Agreement, and shall maintain other information pertaining to the work performed by Service Provider under this Agreement as reasonably required by the District Manager.

b. Service Provider shall provide prompt access to the District Manager or her designees at all proper times to such books and records, and give the District Manager or her designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

Section 38. **CONFLICT OF INTEREST**

Service Provider covenants and warrants to the District that it has not paid or given, and will not pay or give, directly or indirectly, any District officer, official or employee any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Service Provider covenants and warrants to the District that it has not paid or given, and will not pay or give, directly, or indirectly, any third party any money or other consideration for obtaining this Agreement. Service Provider covenants and warrants to the District that it is unaware of any District officer, official or employee that has a financial interest in Service Provider's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer or accept any financial interest in Service Provider's business by any District officer, official or employee. Service Provider shall also comply with all applicable requirements of the Levine Act set forth at California Government Code Section 84308.

Section 39. **COUNTERPARTS; SIGNATURES**

a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same agreement.

b. The Parties specifically agree that signatures on this Agreement transmitted electronically or by facsimile shall be legally binding and that each Party is entitled and authorized to rely on such electronic or facsimile signature of the other Party hereon as if it were an original signature.

[THIS PORTION OF THE PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

DISTRICT:

Palm Springs Cemetery District,
a California public cemetery and special district

By: ______________________________
Tim Radigan-Brophy, Chairperson

ATTEST:

By: ______________________________
Michael V. Smith, Vice Chairperson

APPROVED AS TO CONTENT:

By: ______________________________
Kathleen Jurasky, District Manager

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

By: ______________________________
Kendall D. Levan, General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SERVICE PROVIDER:

L.O. Lynch Quality Wells & Pumps, Inc.,
a California corporation*

By: ______________________________
Name: ____________________________
Title: _____________________________

By: ______________________________
Name: ____________________________
Title: _____________________________

*Notes: In accordance with California Corporations Code Section 313, this document must be executed by the Corporation's Chief Executive Officer, President or Vice-President, on the one hand, and the Corporations' Chief Financial Officer, Treasurer, Assistant Treasurer or Secretary on the other hand.

EXHIBIT "A"

SCOPE OF SERVICES

Service Provider shall provide the Services outlined in Service Provider's Proposal submitted to the District, which Proposal is attached hereto as Attachment No. 1 and incorporated herein by this reference. Without limiting the foregoing, Service Provider shall, at a minimum, provide to the District the Services outlined in this Scope of Services:

1. Well #2 – Maintenance Services:

    a. Maintenance Services shall be provided on a bi-monthly basis.

    b. Service Provider estimates that Well #2 service contract readings will take approximately one (1) to one and one-half (1.5) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the Variable Frequency Drive (VFD) enclosure.

2. Well #4 – Maintenance Services:

    a. Maintenance Services shall be provided on a monthly basis.

    b. Service Provider estimates that Well #4 service contract readings will take approximately three (3) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the Variable Frequency Drive (VFD) enclosure.

3. Maintenance Services: Maintenance Services for both Well #2 and Well #4 shall include all of the following:

    a. Service contract readings, such as vibration, amps, voltages, water levels, and cleaning of the Variable Frequency Drive (VFD)enclosure.

    b. Monthly (Well #4) and bi-monthly (Well #2) preventive maintenance inspections.

    c. Inspection of well pumps, motors, controls, electrical components, valves, piping, and related equipment.

    d. Performance monitoring, including operating pressures, flow rates, amperage, and voltage as appropriate.

    f. Written service reports after each site visit identifying work performed, deficiencies observed, and recommendations.

g. Subject to the prior approval of the District Manager or the District's Ground Supervisor, routine repairs and replacement of worn or failed components necessary to maintain reliable operation.

3. Extra Services. Extra services beyond the Maintenance Services must be expressly authorized and approved in writing by Service Provider and the District in accordance with Section 2.e. of this Agreement. Extra services include, but are not limited to, the following:

a. Troubleshooting and diagnosis of mechanical and electrical problems.

b. Emergency repair services when requested in writing by the District.

ATTACHMENT NO. "1" TO SCOPE OF SERVICES

PROPOSAL

[behind this page]

Service Contract Proposal

This service contract shall be performed on the sites listed in the description below and will be administered on a Monthly basis starting on or about 9/1/2026. All the enclosed listed features will be performed by an L. O. Lynch technician. A description of all the features listed is available upon request and will be fully explained at the time of the initial set-up on or about the above-mentioned date.

There will be a charge of $375.00/PH service call for the first site Well 4, and $275.00/PH service call for Well 2. A statement will be submitted for payment at the completion of each Monthly service call. The first service will be on or about the above established date and continue Monthly until the completion of the contract. Well 4 service contract readings take approximately 3 hours for total readings, such as vibration, amps, voltages, water levels, cleaning of the vfd enclosure. Well 2 service contract readings take approximately 1-1/2 hours for readings.

Well #4 will have the service performed monthly with the above mentioned items and Well #2 will have the service performed on a bi-monthly basis.

Any services outside of the listed features of the Service Contract will be at an additional fee of $495.00/ hour for each technician, or in the case of any pulling needs a rate of $595.00/hr. will be charged. Any material used above and beyond the performance of the Service Contract will be subject to reimbursement (at a rate of cost + 30%) as will the time for accessing and staging the material. All additional services and materials are only rendered after an agent of Palm Springs Cemetery District has given official consent and are scheduled by LO Lynch.

All journals and log sheets will be left at the site or delivered to the Palm Springs Cemetery District office or emailed if Grounds Supervisor is unavailable.

There will be notification, initiated by Lo Lynch, two days (48hrs) prior to the scheduled day of service to co-ordinate with Kathleen Jurasky, District Manager to keep any laps in service from occurring. Unless previously negotiated, a representative from Palm Springs Cemetery District should be present during the monitoring process. Therefore, a specific time will have to be scheduled within a reasonable time of the day of service.

____

Agent
Kathleen Jurasky - District Manager

____________________________ Date

____

EXHIBIT "B"

SCHEDULE OF FEES

Service Provider's fees for the Services described in this Agreement and in Exhibit "A" are based on, and will be paid by the District, in accordance with the following:

1. Well #2 – Maintenance Services:

   a. Maintenance Service Fee: $275.00 per hour. Service Provider estimates that Well #2 service contract readings will take approximately one (1) to one and one-half (1.5) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the Variable Frequency Drive (VFD) enclosure.

   b. Maintenance Services will be provided on a bi-monthly basis.

2. Well #4 – Maintenance Services:

   a. Maintenance Service Fee: $375.00 per hour. Service Provider estimates that Well #4 service contract readings will take approximately three (3) hours for total readings, such as vibration, amps, voltages, water levels, and cleaning of the Variable Frequency Drive (VFD) enclosure.

   b. Maintenance Services will be provided on a monthly basis.

3. Extra Services. To the extent there are extra services beyond the Maintenance Services that are expressly authorized and approved in writing by Service Provider and the District in accordance with Section 2.e. of this Agreement, such extra services will be billed by Service Provider at the hourly rates stated below:

   a. Any services outside of the Maintenance Services will be $495.00 per hour for each technician, or in the case of any pulling needs at a rate of $595.00 per hour.

   b. Any material used above and beyond the Maintenance Services will be subject to reimbursement, at a rate of cost plus 30%, and the time for accessing and staging the material be subject to reimbursement.

EXHIBIT "C"

CERTIFICATION PURSUANT TO SECTION 16.a.(1) 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 certify that I will maintain workers' compensation insurance as required by law throughout the duration of this Agreement.

____
Signature

PALM SPRINGS CEMETERY
DISTRICT

STAFF REPORT

TO: Board of Trustees
FROM: Kathleen Jurasky, District Manager
Kendall D. Levan, District general legal counsel
DATE: September 10, 2026
RE: Exterior Wall Extension and Interim Manual Gate Project (Project) - Da Vall Drive & McCallum Way at Desert Memorial Park (DMP): (i) CEQA Determination – Categorical Exemption: CEQA Guidelines Section 15301 (Class 1 - Existing Facilities), CEQA Guidelines Section 15302 (Class 2 – Replacement or Reconstruction), and CEQA Guidelines Section 15304 (Class 4 – Minor Alterations to Land); and (ii) Authorization to District Manager to Solicit Bids for Project by Issuance of a Request for Proposals (RFP).

SPECIFIC REQUEST OR RECOMMENDATION:

That the Board of Trustees ("Board"):

1. (i) Determine that the Exterior Wall Extension and Interim Manual Gate Project ("Project") is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines (set forth in California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) Section 15301 (Class 1 — Existing Facilities) as the primary exemption, with CEQA Guidelines Section 15302 (Class 2 — Replacement or Reconstruction) and CEQA Guidelines Section 15304 (Class 4 — Minor Alterations to Land) providing additional applicable exemptions to components of the Project; and
(ii) Find that none of the exceptions to the categorical exemptions in CEQA Guidelines Section 15300.2 applies to the Project; and
2. Authorize the District Manager to solicit bids for the Project by issuance of a Request for Proposals ("RFP"); and
3. Authorize the District Manager to take such other actions as are reasonably necessary to implement the Board's CEQA determination and the issuance of the RFP for the Project.

BACKGROUND

The Project consists of replacing an existing chain-link perimeter fence along Da Vall Drive & McCallum Way at Desert Memorial Park ("DMP") with a permanent wall and installing an interim manual swing gate pending installation of a permanent automatic gate.

The permanent automatic gate is not a part of this Project nor is it being approved now, and instead will be a component of a separate future project that will include the curbs, gutters, sidewalks, and entry-way improvements with permanent motorized gate, etc. into the site at a future date once funding is determined for development of those improvements.

The Project includes associated grading and site preparation necessary to construct the wall and interim manual swing gate.

The Project is located within the existing DMP property and is intended to maintain and improve the existing perimeter, security, and access functions of the District. The Project will not expand the District's existing use, capacity, or intensity of operations.

The City of Cathedral City has reviewed the exterior wall extension portion of the Project and issued the applicable grading permit and building permit. However, MSA Consulting, Inc., the District's consultant that is preparing the applicable plans and specifications, is currently revising the plans and specifications to include the interim manual swing gate and will submit the revisions to the City of Cathedral City for its review and approval.

DISCUSSION

A. CEQA Determination:

The Project is an improvement to an existing District perimeter facility and includes replacement of an existing chain-link fence with a permanent wall, installation of an interim manual gate for controlled service access, and associated grading and site preparation.

The District is taking discretionary action concerning the Project and is therefore responsible for determining the applicability of the California Environmental Quality Act ("CEQA") to its action.

In this regard, staff recommends that the Board (i) determine that the Project is categorically exempt from State CEQA Guidelines (set forth in California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) Section 15301 (Class 1 — Existing Facilities) as the primary exemption, with CEQA Guidelines Section 15302 (Class 2 — Replacement or Reconstruction) and CEQA Guidelines Section 15304 (Class 4 — Minor Alterations to Land) providing additional applicable exemptions to components of the Project, and (ii) find that none of the exceptions to the categorical exemptions in CEQA Guidelines Section 15300.2 applies to the Project, based on the following:

1. Primary CEQA Categorical Exemption - Class 1, Existing Facilities (CEQA Guidelines Section 15301):

CEQA Guidelines Section 15301, Class 1, applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

The Project consists principally of improvements and alterations to the existing District perimeter and security facility. Specifically, the existing chain-link perimeter fence will be replaced with a permanent wall serving the same general perimeter and security function. An interim manual swing gate will provide controlled service access through the perimeter, pending installation of a permanent automatic gate (which permanent automatic gate is not a part of this Project but will be a part of a separate future project).

Although the Project involves a physical improvement to the existing perimeter facility, it will not result in an expansion of the existing District's use. The Project will not increase the District's capacity or intensity of use or introduce a new use of the property.

Accordingly, the Project constitutes an alteration and improvement of an existing District facility involving negligible or no expansion of the existing use and qualifies for the Class 1 exemption.

2. Additional Exemption — Class 2, Replacement or Reconstruction (CEQA Guidelines Section 15302):

CEQA Guidelines Section 15302, Class 2, applies to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure/facility replaced and will have substantially the same purpose and capacity as the structure/facility replaced.

The Project replaces an existing chain-link perimeter fence with a permanent wall on the existing District property. The wall will serve substantially the same purpose as the existing fence, namely maintaining the District's perimeter, security, and controlled access.

The Project will not expand the District's use or capacity.

Accordingly, the replacement of the existing perimeter fence with the permanent wall independently qualifies for the Class 2 exemption.

3. Additional Exemption - Class 4, Minor Alterations to Land (CEQA Guidelines Section 15304):

CEQA Guidelines Section 15304, Class 4, applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees, subject to the limitations contained in that section.

The Project includes associated grading and site preparation necessary for construction of the replacement wall and interim manual gate. The grading and site work will occur within the existing District property and will be limited to the work necessary to construct the Project.

To the extent applicable, the associated grading and site work independently qualify under the Class 4 exemption.

4. Findings Regarding CEQA Guidelines Section 15300.2 Exceptions:

The District has considered the exceptions to categorical exemptions contained in CEQA Guidelines Section 15300.2. Based on the Project's scope, location, existing developed condition, and intended purpose, there is no substantial evidence in the record that any of the exceptions stated in CEQA Guidelines Section 15300.2 applies.

INFORMATION CONTINUED:

Specifically, the Board finds that:

a. Sensitive Environmental Location: The Project is not located in an area where the circumstances of the location would result in a significant environmental effect from the Project.
b. Cumulative Impacts: The Project will not result in a significant cumulative impact when considered together with other past, present, or reasonably foreseeable projects.
c. Unusual Circumstances: There are no unusual circumstances presenting a reasonable possibility that the Project will result in a significant environmental effect.
d. Scenic Resources: The Project will not damage scenic resources within an officially designated state scenic highway.
e. Hazardous Waste Site: The Project is not located on a site included on a list compiled pursuant to Government Code Section 65962.5 in a manner that would preclude application of the categorical exemptions.
f. Historical Resources: The Project will not cause a substantial adverse change in the significance of a historical resource.

B. City Issued Permits:

The City of Cathedral City has issued a grading permit and building permit for the Project based on the plans and specifications submitted by the District's consultant MSA Consulting, Inc. However, due to the District's need to include the interim manual swing gate as a part of the Project, MSA Consulting, Inc. is currently revising the plans and specifications to include the interim manual swing gate and, once completed, will submit the revisions to the City of Cathedral City for its review and approval. The currently issued City permits expire April 2, 2027 and April 3, 2027 respectively.

C. Request for Proposals:

Once the District receives the City of Cathedral City's approval of the Project, including the interim manual swing gate, the District Manager desires to solicit bids for the Project from contractors by issuance of a Request for Proposals ("RFP"). Staff is hopeful that the District's issuance of the RFP will occur prior to the next regular meeting of the Board.

After issuance of the RFP and the District's receipt of proposals from contractors, the District Manager will present to the Board for the Board's review and approval at a future Board meeting a recommended contractor for selection and the proposed agreement by and between the District and the contractor (if selected).

CONCLUSION

Staff requests that the Board approve each of the actions stated above under the "Specific Request or Recommendation" part of this Staff Report based on the foregoing.

PALM SPRINGS CEMETERY
DISTRICT

STAFF REPORT

TO: Board of Trustees
FROM: Kathleen Jurasky, District Manager
Kendall D. Levan, District general legal counsel
DATE: September 10, 2026
RE: Resolution No. 8-2026 of the Board Trustees of the Palm Springs Cemetery District (I) Designating WCG Wealth Advisors, LLC as the District's Broker; (II) Designating Neal Brian Wilson of WCG Wealth Advisors, LLC as the District's Financial Advisor; (III) Approving, and Authorizing the District's Execution of, (A) the Advisory Agreement by and between WCG Wealth Advisors, LLC and the District, and (B) the Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District, Pertaining to the Investments of District Funds; and (IV) Approving Other Related Actions.

SPECIFIC REQUEST OR RECOMMENDATION:

That the Board of Trustees ("Board") of the Palm Springs Cemetery District approve proposed Resolution No. 8-2026 approving each of the following, pertaining to the investments of District funds:

(I) Designating WCG Wealth Advisors, LLC as the District's Broker;
(II) Designating Neal Brian Wilson of WCG Wealth Advisors, LLC as the District's Financial Advisor;
(III) Approving, and authorizing the District's execution of (A) the Advisory Agreement by and between WCG Wealth Advisors, LLC and the District, and (B) the Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District, together with such changes to the final form of the Agreement and the Rider that are approved by the District Manager and the District general legal counsel; and
(IV) Approving other related actions.

BACKGROUND

The Board, at its meeting conducted on April 10, 2014, had approved Resolution No. 03-2014 designating Neal Brian Wilson of Union Banc Investment Services, LLC as the District's Financial Advisor and Union Banc Investments Services, LLC as the District's Broker. Since the Board's approval of the foregoing actions, the District's broker has changed and Neal Brian Wilson ("Mr. Wilson") has joined a different broker/dealer organization, as discussed in more detail below.

DISCUSSION

WCG Wealth Advisors, LLC, a Nevada limited liability company ("WCG"), is a broker/dealer of government securities and other investments and is licensed by and registered with the U.S. Securities and Exchange Commission as an investment advisor.

Mr. Wilson is an investment advisor representative with WCG and has over two decades experience serving as a financial advisor with various organizations without any legal or disciplinary events. Mr. Wilson has served as the District's Financial Advisor for many years.

The Board has established four (4) investment accounts which WCG has identified as follows:

1. Endowment (Restricted);
2. Endowment (Non-Restricted):
3. Pre-Need; and
4. Capital Outlay.

Mr. Wilson advises the District on the District's investment of funds in each of the above listed investment accounts.

In order to reflect the foregoing changes, staff recommends that the Board adopt proposed Resolution No. 8-2026. Resolution No. 8-2026 formally designates WCG as the District's Broker authorized to buy and sell securities such as, but not limited to, stocks, bonds, mutual funds and certain other permissible products on behalf of the District subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations.

Additionally, Resolution No. 8-2026 formally designates Mr. Wilson as the District's Financial Advisor who shall be authorized to provide advice to the Board, the Board's Treasurer and other Board authorized designees regarding various permissible securities and other investments, subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations.

Further, Resolution No. 8-2026 approves, and authorizes the District's execution of, (a) the proposed Advisory Agreement by and between WCG Wealth Advisors, LLC and the District, and (b) the proposed Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District, and approves other related actions as set forth in the Resolution.

The purpose of the proposed Advisory Agreement is for the District to establish financial accounts with WCG to utilize WCG's asset management services through which WCG, as an investment advisor, invests, purchases and manages specified assets of the District. The Advisory Agreement constitutes a "third-party custodial agreement" pursuant to California Government Code Section 53601. The Advisory Agreement also identifies Mr. Wilson as the designated Investment Advisor Representative to the District under the Advisory Agreement.

Since, under applicable law, the Board retains the authority to approve investment decisions of the District's investment funds, the proposed Advisory Agreement is "Non-Discretionary", meaning that Mr. Willson will recommend the investments and provide advice to the District and the District retains control of investments and will approve the investments based on the advice of Mr. Wilson.

Further, the proposed Advisory Agreement includes a 10% increase in the annual advisory fee payable by the District under the Advisory Agreement to zero point fifty-five percent (.55%) for services outlined in the Advisory Agreement for assets held at the custodian.

The proposed Rider to Advisory Agreement forms an integral part of the Advisory Agreement and simply provides a few additional protections to the District since the Advisory Agreement is a template form of WCG.

The proposed Rider primarily confirms that Mr. Wilson, as the District's Financial Advisor, has received a copy of, reviewed, and understand the District's Investment Policy adopted by the Board pursuant to Resolution No. 05.2014 at its meeting on April 10, 2014, that Mr. Wilson agrees to present investment recommendations and transactions to the District that are appropriate under the terms and conditions of the Investment Policy and applicable law, including, but not limited to, California Health and Safety Code Section 9000 et seq., and California Government Code Sections 53600 *et seq.* and 53630 *et seq.*, and that all investments of the District's assets will be restricted by the Investment Policy and applicable law.

Mr. Wilson has advised that the specific account numbers listed for the District accounts stated above may change when members of the Board of Trustees change. The proposed Rider provides that, whenever an account number changes due to a change to the members of the Board, Mr. Wilson will provide written notice to the District of the then new account number(s) for each of the District accounts.

CONCLUSION

In addition to the recommended actions of Resolution No. 8-2026 stated above, Resolution No. 8-2026 authorizes the District to take such other actions and to sign and deliver any and all documents necessary in order to consummate the transactions authorized by and contemplated in this Resolution. Such other actions include, as may be required, the District's signing and delivery of documents required by Charles Schwab as the independent custodian referred to in Section 2 of the Advisory Agreement.

Additionally, as stated above under the "Specific Request or Recommendation" part of this Staff Report, staff requests that the Board provide staff the authority to make changes to the final form of the Advisory Agreement and Rider (before signing) that are approved by the District Manager and the District general legal counsel. This requested authority will allow staff to make changes to the proposed Advisory Agreement and Rider prior to signing said documents if WCG requests reasonable changes as part of the parties' negotiations of the proposed Advisory Agreement and the Rider and the District Manager and the District legal counsel agree to such changes to the final form of the Advisory Agreement and Rider.

ATTACHMENTS:

1. Resolution No. 8-2026.
2. Advisory Agreement by and between WCG Wealth Advisors, LLC and the District.
3. Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District.

RESOLUTION NO. 8-2026

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PALM SPRINGS CEMETERY DISTRICT (I) DESIGNATING WCG WEALTH ADVISORS, LLC AS THE DISTRICT'S BROKER, (II) DESIGNATING NEAL BRIAN WILSON OF WCG WEALTH ADVISORS, LLC AS THE DISTRICT'S FINANCIAL ADVISOR; (III) APPROVING, AND AUTHORIZING THE DISTRICT'S EXECUTION OF, (A) THE ADVISORY AGREEMENT BY AND BETWEEN WCG WEALTH ADVISORS, LLC AND THE DISTRICT, AND (B) THE RIDER TO ADVISORY AGREEMENT BY AND AMONG WCG WEALTH ADVISORS, LLC, NEAL BRIAN WILSON, AND THE DISTRICT, PERTAINING TO THE INVESTMENTS OF DISTRICT FUNDS; AND (IV) APPROVING OTHER RELATED ACTIONS

WHEREAS, the Palm Springs Cemetery District ("**District**") is an independent special district and a public cemetery duly organized and existing under and by virtue of the California Public Cemetery District Law, codified in California Health and Safety Code Section 9000 *et seq.*; and

WHEREAS, the governing body of the District is the Board of Trustees ("**Board**"); and

WHEREAS, WCG Wealth Advisors, LLC, a Nevada limited liability company ("**WCG**"), is a broker/dealer of government securities and other investments and is licensed by and registered with the U.S. Securities and Exchange Commission as an investment advisor; and

WHEREAS, the Board has established four (4) investment accounts WCG identified as follows:

1. Endowment (Restricted);
2. Endowment (Non-Restricted):
3. Pre-Need; and
4. Capital Outlay.

WHEREAS, according to representations of WCG, Neal Brian Wilson ("**Neal Brian Wilson**") is an investment advisor representative with WCG and has over two decades experience serving as a financial advisor with various organizations without any legal or disciplinary events; and

WHEREAS, the Board of Trustees of the District desires to designate WCG as the District's Broker authorized to buy and sell securities such as, but not limited to, stocks, bonds, mutual funds and certain other permissible products on behalf of the District subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations; and

WHEREAS, the Board of Trustees of the District further desires to designate Neal Brian Wilson as the District's Financial Advisor who shall be authorized to provide advice to the Board, the Board's Treasurer and other Board authorized designees regarding various permissible securities and other investments, subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations; and

WHEREAS, the Board of Trustees of the District further desires to approve, and authorize the District's execution of, (a) the proposed Advisory Agreement by and between WCG Wealth Advisors, LLC and the District, and (b) the proposed Rider to Advisory Agreement by and among WCG Wealth Advisors, LLC, Neal Brian Wilson, and the District, pertaining to the investments of District funds.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE PALM SPRINGS CEMETERY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals.

That the Recitals set forth above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. Designation of Broker.

That the District hereby designates WCG Wealth Advisors, LLC, a Nevada limited liability company as the District's Broker authorized to buy and sell securities such as, but not limited to, stocks, bonds, mutual funds and certain other permissible products on behalf of the District subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations.

That any prior District designations of a broker of the District are hereby repealed in their entirety and are hereby void and of no force and effect.

SECTION 3. Designation of Financial Advisor.

That the District hereby designates Neal Brian Wilson who currently serves as s an investment advisor representative with WCG Wealth Advisors, LLC, a Nevada limited liability company, as the District's Financial Advisor who shall be authorized to provide advice to the Board, the Board's Treasurer and other Board authorized designees regarding various permissible securities and other investments, subject to the District's applicable Investment Policy and all applicable District, state and federal policies, laws, rules and regulations.

That any prior District designations of a financial advisor of the District are hereby repealed in their entirety and are hereby void and of no force and effect.

SECTION 4. **Advisory Agreement and Rider to Advisory Agreement.**

That the District hereby approves, and authorizes the District's execution of, the proposed Advisory Agreement by and between WCG and the District and the proposed Rider to Advisory Agreement by and among WCG, Neal Brian Wilson, and the District, in the final forms as approved by the District Manager and the District's General Legal Counsel.

SECTION 5. **Other Actions.**

That the District hereby authorizes the Board Chairperson, the District Treasurer, Trustees designated by the Chairperson, the District Manager, and the District's General Legal Counsel to take such other actions and to sign and deliver any and all documents necessary in order to consummate the transactions authorized by and contemplated in this Resolution. Such other actions include, as may be required, the District's signing and delivery of documents required by Charles Schwab as the independent custodian referred to in Section 2 of the Advisory Agreement.

SECTION 6. **Effective Date.**

That this Resolution shall take effect immediately from and after its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Trustees of the Palm Springs Cemetery District at its regular meeting held on the 10th day of September 2026, by the following vote:

AYES: **TRUSTEES:**
NOES: **TRUSTEES:**
ABSENT: **TRUSTEES:**
ABSTAIN: **TRUSTEES:**

APPROVED:

____
Tim Radigan-Brophy, Chairperson

ATTEST:

____
Michael V. Smith, Vice Chairperson

M:\MGR\RES 8 2026 Approving Designation of Broker and Financial Advisor v4.docx

The Wealth Consulting Group

WCG Wealth Advisors, LLC

Advisory Agreement

This Agreement ("Agreement") is entered into between WCG Wealth Advisors, LLC ("WCG" or "Advisor"), a registered investment adviser and Palm Springs Cemetery District ("Client(s)"), pursuant to which Client will open an account ("Account(s)") with Advisor for the purpose of utilizing its asset management services through which Advisor as an investment adviser will purchase and manage specified assets of the Client. Client agrees to engage Advisor, to provide these services under the terms and conditions provided below.

☑ Asset Management (☐ Discretionary or ☑ Non-Discretionary)

Accounts Subject to this Agreement			
Account Type	Registration Type	Account Number	Account to be Debited for Fees
TBP/Non-Wrap	Non-Profit Organization	5147-4848	5147-4848
TBP/Non-Wrap	Non-Profit Organization	3799-1005	5147-4848
TBP/Non-Wrap	Non-Profit Organization	3185-4786	3185-4786
TBP/Non-Wrap	Non-Profit Organization	3988-1637	3988-1637

1. SCOPE of ENGAGEMENT – Asset Management

The Account will be opened through which Client will authorize Advisor to purchase and sell various types of investments, such as mutual funds, exchange-traded funds ("ETFs"), variable annuity subaccounts, real estate investment trusts ("REITs"), equities, and fixed income securities. Advisor provides advice that is tailored to the individual needs of the Client based on the investment objective chosen by the client. Clients may impose restrictions on investing in cetain securities or groups of securities by indicating in the w ritten advisory agreement with Advisor. The advisor will obtain the necessary financial data from the Client and assist the Client in determining the suitability of the Account and setting appropriate investment objectives. Client understands that the investment objective selected for the Account is an overall objective for the entire Account and may be inconsistent with a particular holding and the Account's performance at any time. Client understands that achievement of the stated investment objective is a long-term goal for the Account. There is generally no minimum account value required for the asset management services provided by the Advisor. Certain third party manager accounts and WCG proprietary portfolios do have minimum account requirements. Advisor is authorized, in a discretionary or non-discretionary capacity as indicated above, to buy, sell, trade and allocate in and among stocks, bonds, mutual funds, sub-advisors, independent investment managers and/or programs (with or without discretion, depending upon the independent investment manager or program) and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets. In the event that the Account is a retirement plan sponsored by Client's employer, Client acknowledges that Advisor's investment selection shall be limited to the investment alternatives provided by the retirement plan. In the event, the Adviser engages one or more unaffiliated/affiliated sub-advisers ("Third Party Managers") to manage some or all of Client's Assets, Client authorizes such Third Party Manager to provide investment advice and/or to direct execution of securities trades in the Account, and to delegate discretionary authority to Third Party Managers in Adviser's sole discretion. Management fees and related fees charged by any such Third-Party Manager will be paid by Client, out of the assets of the Account, and not by Adviser unless sub-advisor is affiliated with advisor and Client will not be charged.

2. CUSTODIAN

The Assets shall be held by an independent custodian, not Advisor. Advisor is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as Advisor shall direct in connection with the performance of Advisor's obligations in respect of the Assets.

Client hereby authorizes Advisor to invoice the Client's Account at the custodian directly for its fees and authorizes the custodian to debit the Client's Account for its investment management fees and related charges. Additionally, as soon as possible after the end of each calendar quarter, Client hereby directs the custodian to send Advisor and Client a custodial Account statement identifying, among other things, the Client's holdings, all transactions that occurred during the quarter in the Client's Account, any expenses (including those advisory fees paid to Advisor) incurred during the preceding calendar quarter, and the value of the Account as of the last business day of the preceding calendar quarter. Client acknowledges they have sole responsibility to verify the accuracy of the calculation of the investment management fees and that the custodian will not determine whether the fees charged to the Account are accurate or have been properly calculated.

3. **ADVISORY FEES – Asset Management**

The advisory fee, detailed in Schedule A of this agreement, is a percentage based on the value of all assets in the Account, including cash holdings and the net equity in margin accounts. The maximum advisory fee is 2.50% for any WCG-managed account billed directly or on behalf ofWCG Wealth Advisors. The advisory fee may be higher than the fee charged by other investment advisers for similar services. The advisory fee is paid to Advisor and is shared between Advisor and its associated persons. Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Client. The advisory fee is deducted from the Account by the Account's custodian based on a written authorization from the client. The Account's custodian will either calculate and deduct the advisory fee quarterly in arrears or deduct fees based on the calculations provided by the Advisor. If the advisory agreement is terminated before the end of the quarterly period, client is entitled to a pro-rated refund of any pre-paid quarterly advisory fee based on the number of days remaining in the quarter after the termination date. Client may also incur certain charges imposed by the Account's custodian or third parties other than Advisor in connection with investments made through the Account, including among others, the following types of charges: mutual fund 12b-1, sub-transfer agent, networking and omnibus processing fees, mutual fund management fees and administrative servicing fees, mutual fund transaction fees, certain deferred sales charges on previously purchased mutual funds, annuity expenses, REIT, dealer-management fees, other transaction charges and service fees, IRA and qualified retirement plan fees, administrative servicing fees for trust accounts, creation and development fees or similar fees imposed by UIT sponsors, hedge fund investment management fees, managed futures investor servicing fees, participation fees from Auction Rate Preferred fixed income securities, and other charges required by law. In addition, in the case of a Variable annuity in the Account, there may be mortality, expense and administrative charges, fees for additional riders on the contract and charges imposed for excessive Transfers within a calendar year. Account custodians may receive a portion of these third-party fees. Further information regarding charges and fees assessed by a mutual fund or an Annuity are available in the appropriate prospectus.

4. **TRADING AUTHORIZATION - Asset Management**

Client hereby grants Advisor authorization with respect to the purchase and sale of various types of investments, such as mutual funds, exchange-traded funds ("ETFs"), variable annuity subaccounts, real estate investment trusts ("REITs"), equities, and fixed-income securities. Advisor provides advice that is tailored to the individual needs of the Client based on the investment objective chosen by the client. Clients may impose restrictions on investing in certain securities or groups of securities by indicating in the written advisory agreement with Advisor. Advisor is not authorized to withdraw or transfer any money, securities or property either in the name of Client or otherwise. Client understands that Advisor is prohibited from taking personal possession of Client securities, stock powers, monies or any other personal or real property in which Client may have an interest. In addition, Client understands that Advisor may not lend to or borrow from Client any monies or securities. Client further agrees not to enter into any other business relationship with Advisor including, but not limited to, helping to capitalize or finance any business of Advisor. ***If discretionary, client hereby appoints Advisor as agent and attorney-in-fact with complete and unlimited discretionary trading authorization***

5. NON-EXCLUSIVITY

Client understands that Advisor and their affiliates may perform advisory and/or brokerage services for various other clients and that Advisor may give advice or take actions for those clients that differ from the advice given or the timing or the nature of any action taken for the Account. In addition, Advisor may, but is not obligated to, purchase or sell or recommend for purchase or sale any security which Advisor or any of their affiliates may purchase or sell for their own accounts or the account of any other client. In no event will Advisor be obligated to affect any transaction for Client which it believes would violate any applicable state or federal law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body. This trading authorization is a continuing one and shall remain in full force and effect and be relied upon until Advisor has received a copy of a written termination notice, which writing will be deemed to terminate this Agreement effective upon receipt.

6. NO PRACTICE OF LAW OR ACCOUNTING

Advisor is not licensed to engage in the practice of law or accounting and, consequently, will offer no legal or accounting advice when providing advisory services. None of the fee for services under this Agreement relates to accounting or legal services. If such services are necessary, it shall be the responsibility of the Client to obtain them. Client is hereby further advised and understands that any reallocation, withdrawal, or addition to the Account may involve capital gains, ordinary gains, and/or losses for each transaction, and in non-tax deferred accounts may result in Client becoming subject to additional taxes and/or tax reporting.

7. PROXIES AND PROSPECTUS DELIVERY – Asset Management

Client understands and agrees that Client retains the right to vote all proxies which are solicited for securities held in the Account. Advisor is hereby expressly precluded from voting proxies for securities held in the Account and will not be required to take any action or render any advice with respect to the voting of proxies. Advisor shall not be obligated to render any advice or take any action on behalf of Client with respect to any legal proceedings, including bankruptcies, involving securities or other investments held in the Account, or the issuers thereof. Client hereby retains the right and obligation to take action with respect to legal proceedings relating to securities held in the Account.

8. CLIENT AUTHORITY/ERISA – Asset Management

If Client is a corporation, the party executing this Agreement on behalf of Client represents that execution of this Agreement has been duly authorized by appropriate corporate action. If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA") of an employee benefit plan subject to ERISA, a "plan" to which Section 4975 of the Internal Revenue Code of 1986 (the "Code") applies, or any entity whose assets are treated as "plan assets" for purposes of ERISA or Section 4975 of the Code (an "ERISA Plan"), such trustee or other fiduciary represents and warrants that Client's participation in the Program is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client represents and warrants that it has made the decision to participate in the Program independently of Advisor, that it will make decisions regarding whether to contribute to or withdraw assets from the Account independently of Advisor, and that it has not relied, and will not rely, upon any advice provided by Advisor as a primary basis for any such decision. Client agrees to furnish Advisor with such document as they shall reasonably request with respect to the foregoing. Client further agrees to advise Advisor of any event which might affect this authority or the validity of the Agreement.

If Client is an ERISA Plan, Client additionally represents and warrants that the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined under ERISA) who has power under the ERISA Plan to appoint the Advisor to provide the services under this Agreement. If Client is an ERISA plan, if required by applicable law, the Advisor will obtain and maintain during the term of this Agreement an ERISA bond satisfying the requirements of Section 412 of ERISA which includes Advisor and its members, agents, and employees among those insured under that bond. Advisor provides certain services under this Agreement as an investment adviser under The Investment Advisers Act of 1940 (the "Advisers Act"). To the extent that Advisor has or exercises discretionary authority under this Agreement with respect to the management of assets of (or otherwise provide "investment advice" under this Agreement as defined under Section 3(21) of ERISA to) an ERISA Plan, Advisor will be deemed a fiduciary" as such term is defined under Section 3(21) of ERISA with respect to such advisory services. Advisor is not a fiduciary with respect to Client's decisions to participate in the Account, or to contribute to or withdraw assets from the Account. Client will make such decisions independently from Advisor and should consider whether to seek the advice of counsel or other independent experts, as necessary. Unless specifically agreed to in writing, advisor does not serve as an "investment manager" as such term is defined under section 3(38) of ERISA. Client confirms that reasonably in advance of entering this Agreement, Advisor provided to Client and Client received all disclosures required to be made by Advisor pursuant to 29 C.F.R. §2550.408b-2.

9. **BROKER-DEALER/CUSTODIAN – Asset Management**

Account custodians shall maintain custody of client funds and securities in the Account. Advisor will not have custody of any of Client's assets. Client will appoint a custodian for the Account. Account custodian will serve as the sole and exclusive broker/dealer with respect to processing securities transactions for the Account. Advisor will make every attempt to obtain the best execution possible. Advisor may aggregate transactions for Client with other clients to improve the quality of execution. The advisory fee represents compensation for the asset management and quarterly reporting services provided. During any month that there is activity in the

Account, Client will receive a monthly/quarterly Account statement showing Account activity as well as positions held in the Account at month end. Additionally, the Client will receive a confirmation of each transaction that occurs within the Account unless the transaction is the result of a systematic purchase, systematic redemption, or systematic exchange.

10. **CONFLICTS OF INTEREST – Asset Management**

Client understands that the Account will be charged an ongoing fee for investment management services and that the ongoing fee may cost more than if the assets were held in a traditional brokerage account. In a traditional brokerage account, a client is charged a commission for each transaction, and the representative has no duty to provide ongoing advice and monitoring with respect to the Account. If Client plans to follow a buy and hold strategy for the assets in the Account or does not wish to purchase ongoing management services, Client should consider instead a brokerage account. Certain investment adviser representatives of the Advisor are also registered representatives of LPL Financial, an unaffiliated SEC registered and FINRA/SIPC member broker/dealer. Clients may choose to engage investment adviser representatives of the Advisor in their capacity as a registered representative of the unaffiliated LPL Financial broker/dealer, to implement investment recommendations on a commission basis. Investment Advisor Representatives may also be licensed insurance agents through various insurance agencies including WCG Insurance, LLC an affiliated entity. They may recommend the purchase of certain insurance-related products on a commission basis. The purchase of securities and/or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from investment adviser representative of the Advisor. Clients may purchase investment products recommended by investment adviser representatives through other, non-affiliated broker/dealers or insurance agents. Investment Adviser Representatives do receive additional cash or non-cash compensation from advisory product sponsors. Such compensation cannot be tied to the sales of any products. Compensation includes such items as gifts valued at less than $100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives.

11. **ASSIGNMENT**

This Agreement shall be binding upon and shall inure to the benefit of the parties herein to their respective successors, assigns, heirs and personal representatives. No "assignment" (as that term is defined by applicable law) of this Agreement may be made without Client's consent. The Client's consent may be given orally, in writing, or by implied consent (i.e., "negative consent"). Client's consent to an assignment may be conclusively presumed if Advisor provides Client with written notice describing the proposed assignment with an opportunity and method to terminate this Agreement not less than 30 days prior to the event and, thereafter, Client continues Advisor's services under this Agreement without oral or written objection or contract termination. The foregoing does not prevent an assignment by Advisor in connection with any transaction which does not result in a change of its actual control or management, as defined by applicable law.

12. TERMINATION

This Agreement may be terminated by any party effective upon receipt of written notice to the other parties. The Client will be entitled to a prorated refund of any pre-paid quarterly Account Fee based upon the number of days remaining in the quarter after the Termination Date. If the Account is closed within the first six months by Client or as a result of withdrawals which bring the Account value below the required minimum, Advisor reserves the right to retain the pre-paid quarterly advisory fee for the current quarter or cancel and rebill all transactions in the Account at normal and customary brokerage commission rates, in order to cover the administrative cost of establishing the Account which may include costs to transfer positions into and out of the Account, data entry costs to open the Account, costs associated with reconciling of positions in order to issue quarterly performance reports, and the cost of re-registering positions.

13. DEATH OR DISABILITY

Client understands and agrees that, in the event of Client's death or incapacity during the term of this Agreement, the authority of Advisor under this Agreement shall remain in full force and effect until such time as Advisor has been notified otherwise in writing by the authorized representative of Client or Client's estate. Termination of the Agreement will not affect the liabilities or obligations of the parties from transactions initiated prior to termination. In addition, Client recognizes that the custodian may not permit any further Account transactions until such time any documentation required is provided to the custodian.

Client hereby expressly grants Advisor permission to report to the state securities regulator and/or state adult protective services any incident where Advisor has a reasonable belief that financial exploitation of Client has been attempted or has occurred.

Client understands and acknowledges that Advisor may impose an initial delay of disbursements from Client's Account(s) for up to fifteen (15) business days if Advisor has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended for an additional ten (10) business days at the request of either an authorized state securities regulator or state adult protective services.

As a fiduciary, Advisor is committed to safeguarding the use of Client's personal information. However, to allow Advisor continuous management of Client assets in the event of a life- changing event, such as death, incapacity, or diminished capacity (collectively "Significant Life Events"), or at the convenience or request of Client, Client hereby grants Advisor authorization to allow one or more emergency contacts, as appointed by Client from time to time, access to certain non-public personal information related to the Account(s) when triggered by a Significant Life Event, or as otherwise instructed by the Client. By signing the custodial agreement with "Trusted Contact" information, Client authorizes Advisor to contact such party[ies] ("Contact Party") as may be listed therein if Advisor reasonably believes doing so is in Client's best interest, or at such other times as may be instructed by the Client.

14. **CONFIDENTIALITY**

Advisor and IAR will keep Client information confidential and will not use or disclose it to others without Client's prior consent except as described in Advisor privacy policy. Client acknowledges, understands and agrees that for our mutual protection; Advisor may electronically record telephone conversations. Client agrees not to record any telephone conversation without the express written authorization of Advisor and the individual(s) engaged in the conversation.

15. **SEVERABILITY**

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

16. **GOVERNING LAW**

This Agreement shall be construed under the laws of Nevada in a manner consistent with the Advisers Act and the rules and regulations of the Securities and Exchange Commission thereunder.

17. **RECEIPT OF DISCLOSURE DOCUMENTS**

Client acknowledges receipt of Advisor's Privacy Policy, Part 2A of Form ADV (Firm Brochure), Appendix I, brochure supplement(s) Part 3 (Customer Relationship Summary) as required by Rule 204-3 under the Advisers Act. The client understands the investment approach, related risk factors, and the fees associated with investing in the Account. Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to JAR. This Agreement will not take effect until client has received all applicable disclosure brochures and Advisor has accepted this Agreement.

A. **ELECTRONIC DELIVERY**

Client acknowledges and consents to electronic delivery of Part 2A of Form ADV (Firm Brochure), Privacy Policy, Brochure Supplements, Form ADV Part 3 (Customer Relationship Summary), and related supplemental disclosure documents, as well as all other written correspondence from Advisor, via electronic mail, including disclosures required under ERISA section 408(b)(2)..Advisor may receive, via electronic means, Client's consent to an assignment of this Agreement. Advisor will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. It is Client's responsibility to provide Advisor with an accurate and complete e-mail address, contact, and other information, and to maintain and update promptly any changes in this information. Client may notify Advisor in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.

18. ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may be amended by Advisor upon thirty (30) days' notice to all parties. If no objection is made by the Client within thirty (30) days following delivery of such notice, Advisor will assume Client's inaction constitutes consent.

19. NOTICES

Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, or sent by telecopy, e-mail, U.S. mail, overnight courier or facsimile transmission (with hard copy sent by U.S. mail). All postage must be prepaid. All notices or communications to Advisor should be sent to Advisor's main address as is listed on Advisor's most current Form ADV Part 2A. All notices or communications to Client will be sent to the last known address provided by Client unless written instructions are provided to Advisor by Client to send notifications to an alternate address

20. ARBITRATION

Any controversy between the parties arising out of this Agreement shall be submitted to an arbitration panel. The parties may agree upon a single arbitrator or, if no agreement is reached, each party shall select an arbitrator, and the two arbitrators jointly shall select a third arbitrator to serve as chairperson of the panel. The costs of the arbitration, including the arbitrators' fees, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitration panel. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Section 1-16 (as may be amended) and shall take place in conformance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") (without being submitted to the AAA) as in effect at the time of submission. Except to determine the eligibility or continuing eligibility of the chairperson of the arbitration panel to serve as such (which shall be determined by the other arbitrators or upon application to a federal court), the chairperson alone shall make such decisions as, under the Rules, otherwise would be made by AAA. Any negotiation which takes place pursuant to this Agreement shall be confidential and shall be treated as a compromise and settlement negotiation for purposes of the Federal Rules of Evidence and state rules of evidence. The arbitration panel shall not have any power to alter, amend, modify or change any of the terms of this Agreement. Judgment upon the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under state or federal securities laws. This arbitration provision does not constitute a waiver of client rights provided by state or federal securities.

Any demand for arbitration under this Agreement shall be made before the applicable statute of limitations to a claim under Nevada law has run. Should any demand for arbitration be made for which there is no applicable statute of limitations under Nevada procedural law, the parties agree that any such claim for arbitration shall be made within two years of accrual of any claim hereunder, or the claim is waived.

SERVICES AND FEES

Schedule A: Advisory Fees – Asset Management

The advisory fee is deducted from the Account by the Account's custodian based on written authorization from the client. The Account's custodian calculates and deducts the advisory fee quarterly in arrears, or deduct fees based on the calculations provided by the Advisor. If the advisory agreement is terminated before the end of the quarterly period, and if the client is entitled to a pro-rated refund of any pre-paid quarterly advisory fees, it will be based on the number of days remaining in the quarter after the termination date.

Option 1: Flat Fee

Client will pay an annual advisory fee of .55 % for services outlined in this agreement for assets held at the custodian (s).

Option 2: Tiered Fee

Client will pay an annual advisory fee based on the following fee schedule(s) for services outlined in this agreement for assets held at the custodian(s).

Assets under Management	Annual Fee %

[Remainder of Page Intentionally Blank]

By signing this agreement, the Client agrees to the provisions set forth in the agreement and understands their respective rights, duties and responsibilities. Furthermore, the Client acknowledges receipt of the Advisor's Privacy Policy, Part 2A of Form ADV (Firm Brochure), brochure supplement(s) and accompanying appendices as required by Rule 204-3 under the Advisers Act.

Client's Name (Printed)	Tim Radigan-Brophy
Client Signature	
Client's Address	4 Excalibur
	Ranch Mirage, Ca 92270
Date	08/31/2026

Client's Name (Printed)	Lynn Mallotto
Client Signature	
Client's Address	36 Chardonnay
	Rancho Mirage, CA 92270
Date	08/31/2026

IAR Name (Printed)	Neal B Wilson	
IAR Signature	Neil B. Wi	
Date	08/31/2026	

IAR Name (Printed)		
IAR Signature		
Date		

Authorized by (Printed)	
Authorized Signature	
Date	

WCG Wealth Advisors, LLC
Privacy Policy

Facts	What Does the Firm Do With Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect can include: • Social Security number • Investment experience • Income • Account transactions • Assets • Retirement assets When you are no longer our customer, we will continue to hold your information and share it as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the firm chooses to share personal information and whether you can limit this sharing.

Reason We Share Your Personal Information	Does the firm share?	Can you limit this sharing?
For our everyday business purposes, to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. With broker-dealer firms having regulatory requirements to supervise certain of WCG's activities.	Yes	No
For our marketing purposes to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For non-affiliates to market to you *if your advisor leaves WCG for another firm, WCG or your advisor may disclose your personal information to the new firm or to a third-party vendor to facilitate the transition to the new firm unless you instruct us not to disclose by contacting compliance@wealthcg.com to opt-out.	Yes*	Yes

Questions?	compliance@wealthcg.com or (702) 263-1919
Who is Providing this Notice:	WCG Wealth Advisors, LLC

Definitions

How does the firm protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does the firm collect my personal information?	We collect your personal information, for example, when you: • Open an account • Enter into an investment advisory account • Apply for insurance • Tell us about your investment or retirement portfolio • Seek advice about your investments We also collect your personal information from others such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes • Information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. WCG has one affiliated entity WCG Insurance, LLC. • We do not share with affiliates so they can market to you.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Our Non-affiliated partners include categories of companies such as financial institutions. or broker-dealers that have regulatory requirements to supervise.

Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - We do not jointly market.

Other Important Information

If the mailing address provided for your account is in California, Vermont, or North Dakota, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law. If you want to consent to share your personal information with a new firm, then you must provide written consent (opt-in) before we will allow your financial professional to take your personal information to a new firm. Please contact us at compliance@wealthcg.com to opt-in or withdraw your previous opt-out.

If you want to opt-out to not disclosing your personal information to non-affiliated third parties for purposes of them marketing to you when your advisor joins a new firm, you may contact us at compliance@wealthcg.com.

WCG Wealth Advisors, LLC
Relationship Summary

We do business as *The Wealth Consulting Group* and are registered with the U.S. Securities and Exchange Commission (SEC) as an investment adviser under the legal name, WCG Wealth Advisors, LLC. Many of our investment advisers and other financial professionals conduct business under a DBA (doing-business-as) name other than "The Wealth Consulting Group." Indeed, you may know your investment adviser or financial professional only in the context of their DBA name.

As a client or prospective client who is a retail investor, you should know that brokerage and investment advisory services and fees are different. It is important for you to understand these differences. You can also learn more by visiting this SEC website: https://www.investor.gov/CRS. It provides free and simple search tools to research firms and financial professionals, as well as educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

We generally offer two types of investment advisory services: financial planning and investment advice. Our financial planners can help you understand your overall financial situation and implement your financial objectives through a planning process that addresses investments, taxes, insurance, retirement, and other financial matters. But they do not actively manage your account(s) or portfolio. Rather, our investment advisers continuously monitor and manage (e.g., make trades if authorized and when appropriate) the investments in your account(s). Monitoring is part of the advisory services we provide through our Wealth Management programs.

When you agree to a client-adviser relationship with us, you decide the investment authority we exercise over your account(s). If you want to make the final decision on how to invest your money, then you would give us *non-discretionary* authority. If you want us to make investment decisions for you, then you would give us *discretionary* authority. You can limit our authority by providing us with reasonable instructions on how we may manage your investments. For example, you can specify that only certain investments be held in your portfolio. Our ability to advise you depends, in part, on you notifying us of changes in your financial status, investment objectives, or other circumstances that affect your financial situation. Know also that we do not offer services related to proprietary products, or a limited menu of products or types of investments. Finally, we don't require clients to maintain a minimum account balance, however, certain programs/portfolios we offer have specific minimum account balances.

You can find more information in our Form ADV, Part 2A, Items 4, 5, 7, 8, 10, 12, 13, and 16 by visiting https://adviserinfo.sec.gov.

START A CONVERSATION WITH YOUR ADVISER

- *Given my financial situation, should I choose an investment advisory service? Why or why not?*
- *How will you choose investments to recommend to me?*
- *What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?*

What fees will I pay?

We will present you with our advisory fees before providing you with services. Our maximum annual fee for our Wealth Management programs is 2.5% of your account's market value (including cash). We collect most of our fees in advance through quarterly debits from your account(s). Based on the financial planning service you select, fees will vary. Fees for a comprehensive fixed engagement plan can range from \$1,500-\$10,000 for a situational financial plan (3 modules or less) can range from \$500-\$5,000, and hourly fees (\$100-\$500) determined by the type of plan, plan complexity, investment adviser time, or a non-negotiable monthly fee. The more assets there are in your advisory account(s), the more you will pay in fees, and we may therefore have an incentive to encourage you to increase the assets in your account(s). These fees are separate from other fees and expenses deducted from your account(s) and investments. For example, brokers charge for carrying out transactions, custodians charge for maintaining accounts, and managers charge for directing funds. **You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand the fees and costs you are paying.**

You can find more information in our Form ADV, Part 2A, Items 5, 6, 10, and 12, by visiting https://files.adviserinfo.sec.gov

START A CONVERSATION WITH YOUR ADVISER

- *Help me understand how these fees and costs might affect my investments. If I give you $10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means. Many of our investment advisers and financial professionals are affiliated with and compensated by LPL Financial LLC ("LPL"), an SEC-registered broker-dealer and investment adviser. This arrangement may create conflicts of interest for these investment advisers and financial professionals. They may offer you brokerage services through LPL or investment advisory services through us. The fees we charge for advisory services are different from the fees LPL charges for brokerage services. An investment adviser affiliated with LPL may earn additional compensation for brokerage transactions they recommend to you in their capacity as your adviser. Some of our investment advisers and financial professionals are also insurance agents/brokers. They may be licensed to sell through WCG Insurance, LLC (an affiliated entity) or other insurance agencies. When acting as an agent/broker, they may receive fees for insurance products they offer and sell to you. This may create a conflict of interest because the product may not necessarily be in your best interest. We may compensate third parties for referring clients to our firm. These payments create a conflict of interest because the person referring you has a financial incentive to recommend our services. As a fiduciary, we must always act in your best interest.

You can find more information in our Form ADV, Part 2A, Items 4, 5, 10, 11, 12 and 14, by visiting https://adviserinfo.sec.gov. You can learn more about conflicts related to LPL by asking your investment adviser or financial professional, or by visiting https://www.lpl.com/disclosures.html.

START A CONVERSATION WITH YOUR ADVISER

- *How might your conflicts of interest affect me, and how will you address them?*

How do your financial professionals make money?

We pay our investment advisers and financial professionals a percentage of the advisory fees that we charge you.

Do you or your financial professionals have legal or disciplinary history?

Yes. **Please visit https://www.investor.gov/CRS for a free and simple search tool to research our firm, investment advisers, and financial professionals.**

START A CONVERSATION WITH YOUR ADVISER

- *As a financial professional, do you have any disciplinary history? For what type of conduct?*

Please visit our website at https://www.wealthcg.com/ or call our Las Vegas office at 702-263-1919 to receive more information about our investment advisory services and a copy of this Relationship Summary. You can also email us at Compliance@wealthcg.com. Finally, you can learn more about us from the SEC at https://www.investor.gov/CRS.

START A CONVERSATION WITH YOUR ADVISER

- *Who is my primary contact person?*
- *Is he or she a representative of an investment adviser or broker-dealer?*
- *Who can I talk to if I have concerns about how this person is treating me?*

RIDER
TO
ADVISORY AGREEMENT

(WCG Wealth Advisors, LLC)

This Rider ("**Rider**") is attached to and incorporated in that certain Advisory Agreement ("**Agreement**") entered into by and between WCG Wealth Advisors, LLC ("**WCG**" or "**Broker**") and Palm Springs Cemetery District ("**District**") dated on or about the date of this Rider. This Rider is entered into as of _______________, 2026 ("**Effective Date**") by and among WCG, the District, and Neal Brian Wilson, an individual ("**Financial Advisor**").

RECITALS

A. This Rider shall form an integral part of the Agreement and, to the extent of a conflict between the terms of this Rider and the terms of the Agreement, the provisions set forth in this Rider shall be controlling. Notwithstanding, however, wherever possible, the provisions of this Rider and the Agreement shall be construed consistently so that each is given application to the fullest extent possible consistent with its intent. All defined terms used in this Rider and not otherwise defined herein shall have the meaning prescribed for such term in the Agreement.

B. The parties to this Rider acknowledge that WCG and the District entered into the Agreement for the purposes of the District establishing financial accounts with WCG to utilize WCG's asset management services through which WCG, as an investment advisor, invests, purchases and manages specified assets of the District. The Agreement constitutes a "third-party custodial agreement" pursuant to California Government Code Section 53601.

AGREEMENT

As consideration for the mutual agreement of WCG, the District and Financial Advisor to perform certain obligations set forth in the Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, WCG, the District, and Financial Advisor each agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are made a substantive part of this Rider.

2. Representations. WCG and Financial Advisor represent, warrant and covenant to the District each of the following:

a. That WCG is a broker/dealer of government securities and other investments and is licensed by and registered with the U.S. Securities and Exchange Commission as an investment advisor; and

b. That Financial Advisor is an investment advisor representative with WCG and has over three decades experience serving as a financial advisor with various organizations without any legal or disciplinary events, and that Financial Advisor serves as the designated Investment Advisor Representative and Financial Advisor to the District under the Agreement; and

c. That Steven Odendahl, Chief Compliance Officer of WCG, or his successor, is responsible for overseeing and enforcing WCG's compliance programs that have been established to monitor and supervise the activities and services provided by WCG and its representatives including Financial Advisor; and

d. That Financial Advisor has received a copy of, reviewed, and understands the District's Investment Policy adopted by the Board of Trustees of the District pursuant to Resolution No. 05.2014 at its meeting on April 10, 2014 (collectively, and as the same may be amended, restated, supplemented, or modified, "**Investment Policy**"); and

e. That Financial Advisor agrees to present investment recommendations and transactions to the District that are appropriate under the terms and conditions of the Investment Policy and applicable law, including, but not limited to, California Health and Safety Code Section 9000 et seq., and California Government Code Sections 53600 *et seq.* and 53630 *et seq.*, and that all investments of the District's assets will be restricted by the Investment Policy and applicable law;

f. That the independent custodian referred to in Section 2 of the Agreement is Charles Schwab; and

g. That, as of the Effective Date of this Rider, the accounts of the District subject to the Agreement as referred to on Page 1 of the Agreement are described in more detail as follows:

1. Endowment (Restricted): Account No. Ending In 1005;
2. Endowment (Non-Restricted): Account No. Ending In 4848;
3. Pre-Need: Account No. Ending In 1637; and
4. Capital Outlay: Account No. Ending In 4786.

The account Financial Advisor has advised that the specific account numbers listed above for the District accounts may change when members of the Board of Trustees change. As such, whenever an account number changes due to a change to the members of the Board of Trustees, Financial Advisor shall promptly provide written notice to the District of the then new account number(s) for each of the District accounts listed above.

3. Applicable Law. Notwithstanding anything to the contrary set forth in the Agreement, including, but not limited to, Section 16 of the Agreement, WCG and Financial Advisor agree that the laws of the State of California will govern the interpretation and

enforcement of the Agreement and this Rider and the legal relation between the parties, without reference to the principles relating to conflicts of laws.

4. Notices.

a. Notwithstanding anything to the contrary set forth in the Agreement, including, but not limited to, Section 19 of the Agreement, any notice to be provided pursuant to the Agreement or this Rider 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 WCG: WCG Wealth Advisors, LLC
Attn: Compliance Department
8925 West Post Road; 2nd Floor
Las Vegas, NV 89148

To Financial Advisor: Neal Brian Wilson
777 East Tahquitz Canyon Way; Suite 200-159
Palm Springs, CA 92262

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: District Treasurer
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234

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

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.

5. Modification or Amendment of Agreement. Notwithstanding anything to the contrary set forth in the Agreement, including, but not limited to, Section 18 of the Agreement, the

Agreement may not be modified, nor may any of the terms, provisions or conditions be modified, supplemented, waived, or otherwise affected, except with the District's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

6. Counterparts. This Rider may be signed 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 this Rider having been signed.

7. Authority to Enter Rider. WCG, the District, and Financial Advisor each represent that it has all requisite power and authority to enter into, sign, deliver, and perform under this Rider. Each such party warrants that the individual who has signed this Rider has the legal power, right, and authority to bind each respective party.

[THIS PORTION OF THE PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

In order to evidence their agreement to the provisions of this Rider and the incorporation of this Rider into the Agreement, WCG, the District, and Financial Advisor have each executed this Rider below.

"WCG"

WCG WEALTH ADVISOR, LLC,
a Nevado limited liability company

Dated: ______________

By: ______________________________
Name: ______________________________
Title: ______________________________

"Financial Advisor"

Neal Brian Wilson, an individual

Dated: ______________

By: ______________________________
Name: Neal Brian Wilson
Title: Investment Advisor Representative

"District"

PALM SPRINGS CEMETERY DISTRICT,
a California independent special district and public cemetery district

Dated: ________________

By: ______________________________
Name: Tim Radigan-Brophy
Title: Chairperson

By: ______________________________
Name: Lynn T. Mallotto
Title: Treasurer

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

By: ______________________________
Name: Kendall D. Levan
Title: General Counsel

PALM SPRINGS CEMETERY DISTRICT
RESOLUTION 9-2026

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 $25,056.01 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 $20,177.87 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 June 1, 2026 to August 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 10th day of September 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Radigan-Brophy, Chairperson

ATTEST:

____
Michael V. Smith, Vice Chairperson