

**PALM SPRINGS CEMETERY DISTRICT
AGENDA
REGULAR MEETING
OF THE
BOARD OF TRUSTEES**

Thursday, April 9, 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 Agenda** by giving his or her name and city of residence for the record.

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

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 and shall be devoid of any personal attacks. Members of the public are expected to maintain a professional and courteous decorum during public comments. **If you wish to speak on an agenda item, please wait to be recognized by the Presiding Officer when that Agenda item is open for 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 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 enacted 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.

- a. Approval of March 12, 2026, Regular Meeting Minutes**

6. CONSENT CALENDAR – continued

- b. Approval of March 2026 Expenditures
 - General Fund \$ 150,848.22
 - Mar Reimburse Voucher 1877 \$ 109,405.75
 - Mar Reimburse Voucher 1878 \$ 41,422.47

 - Accumulative Capital Outlay \$ 69,890.80
 - Mar Reimburse Voucher 1879 \$ 4,316.01

 - Pet Memorial Park Cemetery \$.00
 - Total March 31, 2026 Expenditures Checks & Visa/Debit Card
25664-25692 & Direct Deposits (Payroll) \$ 220,739.02
- c. Financial Reports as of March 31, 2026 (F-1 thru F-5A)

7. ADMINISTRATIVE CALENDAR

- a. Rob Dennis, RT Dennis Accountancy – Annual Audit Report Fiscal Year Ending June 30, 2025 – Receive and File
- b. District Investments General Overview & Update – Neal Wilson, Wealth Consulting Group – Receive and File
- c. Review and Discussion for Approval to Add Economic Uncertainty Fund as a Future Budget Item
- d. Review and Discuss for Approval a Proposal from MSA Consulting, Inc. for Landscape Architecture Services (RFP 3020) for Phase Two Desert Memorial Park Interment Site Expansion; Authorize Preparation and Negotiation of a Professional Services Agreement with MSA Consulting, Inc. and Authorize the District Manager to Sign the Professional Services Agreement on behalf of the District in Form as Approved by the District Counsel.

8. LEGISLATIVE CALENDAR

- a. (If Desired) Creation of an Ad Hoc Subcommittee of the Board of Trustees for Limited Matters Involving the Technical and Reporting Order R7-2025-0020-01 from the Colorado River Basin Regional Water Quality Control Board Dated August 11, 2025 and Appointment of Two Trustees Thereto

9. TRUSTEE AND ATTORNEY SIGNATURES

10. BOARD DEVELOPMENT - None

11. PUBLIC HEARING CALENDAR - None

12. COMMITTEES

13. REPORTS

- a. Trustees
- b. District Manager
 - 1. Welwood Murray Cemetery Cremation Niches Ribbon Cutting: 10:00 AM Friday, April 10, 2026
 - 2. Congressman Raul Ruiz Community Project Funding – Meeting 2:00 PM, Wednesday, April 15, 2026

14. FUTURE AGENDA ITEMS

- a. Discussion in 2026/2027 – 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

15. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE

a. Conference with Legal Counsel – Anticipated Litigation

Re: Significant Exposure to Litigation (1 Item)

Pursuant to California Government Code Section 54956.9(d)(2)

Facts and Circumstances: Receipt of Technical and Reporting Order R7-2025-0020-01 from the Colorado River Basin Regional Water Quality Control Board dated August 11, 2025

b. 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)

c. Conference with Legal Counsel – Anticipated Litigation

Re: Initiation of Litigation (1 Item)

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, May 14, 2026

THIS AGENDA IS HEREBY CERTIFIED TO HAVE BEEN POSTED AT OR BEFORE 2:00 P.M., MONDAY, April 6, 2026

Kathleen Jurasky, District Manager

**PALM SPRINGS CEMETERY DISTRICT
MINUTES**

REGULAR BOARD OF TRUSTEE MEETING

DATE: March 12, 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
Michael V. Smith, Vice Chairperson
LaFaye M. Platter, Secretary
Lynn T. Mallotto, Treasurer

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

Absent: Jan M. Pye, Member

3. PUBLIC COMMENTS – Brad Anderson resides in the city of Rancho Mirage submitted a written testimony via email dated March 10, 2026 for public record.

4. CONFIRMATION OF AGENDA Motion was made by Trustee Mallotto, seconded by Trustee Smith to approve the agenda as presented. Motion carried, roll call 4-0 Mallotto, Platter, Radigan-Brophy and Smith.

5. CONSENT CALENDAR Motion was made by Trustee Smith, seconded by Trustee Mallotto to approve the Consent Calendar as presented. Motion carried; roll call 4-0 Mallotto, Platter, Radigan-Brophy and Smith.

6. ADMINISTRATIVE CALENDAR a. **Rob Dennis, RT Dennis Accountancy – Annual Audit Report Fiscal Year Ending June 30, 2025** – District Manager Jurasky reported that Mr. Dennis was unable to attend this meeting. This item was deferred to the April 9, 2026 meeting.

b. District Investments General Overview & Update – Neal Wilson, Wealth Consulting Group Mr. Wilson reported the combined portfolio value on March 12, 2026 was \$12,185,110.00 and that 16% of the total portfolio \$1,949,618.00 is maturing in 2026. He stated these maturities will fully eliminate all remaining lower-yield positions and strengthen the overall structure of the portfolio. Mr. Wilson said the maturing capital provides a timely opportunity to reposition into higher quality better yielding assets while maintaining a disciplined risk profile.

Mr. Wilson will be contacting the investment committee Trustee Mallotto and Smith to arrange a meeting to discuss future investment opportunities and the process of investing.

Following a discussion motion was made by Trustee Platter, seconded by Trustee Mallotto to receive and file the investment report as presented by Mr. Wilson. Motion carried; roll call 4-0 Mallotto, Platter, Radigan-Brophy and Smith.

c. Ratification of L.O. Lynch Quality Wells & Pumps, Inc Contract for Minor Construction and Repairs as Approved by District Manager Jurasky District Manager Jurasky explained that L.O. Lynch Quality Wells & Pumps, Inc came out to inspect the condition of Well #4 which it has been out of operation since December 26, 2025. She reported that she was advised to get the well back in operation expeditiously due to possible damage and corrosion from the stagnation of sitting water. Since she had already received a proposal for the repairs, she contacted attorney Levan to prepare a service agreement to get the repairs completed. Following a discussion motion was made by Trustee Smith, seconded by Trustee Platter to approve ratification of the L.O. Lynch Quality Wells & Pumps, Inc Contract for Minor Construction and Repairs in the amount of \$33,169.00 as approved by District Manager Jurasky. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

6. ADMINISTRATIVE CALENDAR – continued

d. Review and Discussion to Approve Executing the United Fire Group Property Damage Release Form Claim #0420340475 in the Amount of \$35,434.57 for Well #4 Water Leak and 10” Mainline Damage Following review of the release form, explanation by attorney Kendall Levan and a discussion motion was made by Trustee Smith, seconded by Trustee Platter to approve execution of the release form. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

e. Review and Sign Form 700 – Statement of Economic Interests Following a discussion Form 700 – Statements of Economic Interest were reviewed and signed by District Manager Jurasky and Trustees.

Recess was taken at 2:25 PM - Returned from Recess at 2:33 PM

f. Review and Discussion for Voting - Riverside Local Agency Formation Commission (LAFCO) Elections District Manager Jurasky gave an overview of the voting process. Following a discussion and review of the resumes motion was made by Trustee Mallotto, seconded by Trustee Platter to vote for Leslie Altamirano, Rubidoux Community Services District as the #1 preference. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to vote for Steve Corona, Eastern Municipal Water District as the #2 preference. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to vote for Steve Pastor, Lake Hemet Municipal Water District as the #3 preference. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to vote for Larry Smith, San Gorgonio Pass Water Agency as the #4 preference. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

Motion was made by Trustee Mallotto, seconded by Trustee Platter to vote for John Flores, Beaumont-Cherry Valley Rec & Park District as the #5 preference. Motion carried, roll call 4-0, Mallotto, Platter, Radigan-Brophy and Smith.

g. Review and Discussion for Approval to Attend the California Special Districts Association (CSDA) Legislative Days April 7-8, 2026, in Sacramento, CA District Manger Jurasky reported that she will not be attending and following a discussion the Trustees in attendance all agreed that they were not going to attend. Motion was made by Trustee Mallotto, seconded by Trustee Smith to approve should she desire Trustee Pye attending CSDA Legislative Days in Sacramento, CA. This approval is to include all necessary expenses. Motion carried, roll call 4-0, Mallotto, Platter, Smith and Radigan-Brophy.

h. Welwood Murray Cemetery Niche Project Discussion and Approval of Possible Dates and Times for Ribbon Cutting Following a discussion, District Manager Jurasky was given three dates and times for the ribbon cutting; she is to present these to the Palm Springs Chamber and inform the board which date and time will be scheduled by the chamber.

7. LEGISLATIVE CALENDAR **a. Resolution 3-2026, Transfer Interment Rights & Costs from PN to ACO & GF** Motion was made by Trustee Smith, seconded by Trustee Mallotto to approve Resolution 3-2026 transferring \$20,292.43 from PreNeed Fund, 51265 to the General Fund, 51270 and \$13,600.00 from PreNeed Fund, 51265 to Accumulative Capital Fund, 51275. Motion carried, roll call 4-0. Mallotto, Platter, Radigan-Brophy and Smith.

8. **TRUSTEE AND ATTORNEY SIGNATURES** All documents and checks were signed as needed by the Trustees.
 9. **BOARD DEVELOPMENT** – None
 10. **PUBLIC HEARING CALENDAR** – None
 11. **COMMITTEE REPORTS** – None
 12. **REPORTS**
 - a. **Trustee Report** Trustee Mallotto stated that she is on call for jury duty the week of March 9, 2026 and she will be in Washington, DC from April 1- 6, 2026.
 - b. **District Manager**
 1. **Institute for Canine Forensics Demonstration Held 9:00 AM-12:00 PM, Sunday, March 8, 2026 at Welwood Murray Cemetery – Report** District Manager Jurasky presented a Thank You letter from the Institute for Canine Forensics, and stated that they said everything went well, they have a few curious on lookers. She stated that she received one phone call regarding the event and the caller said he was impressed with the demonstration and felt it was great that the District allowed it to take place.
 2. **Trees Damaged and Removed at Desert Memoria Park & Welwood Murray Cemetery and Rock Wall Damage at Welwood Murray Cemetery Due to High Winds and a Tree Falling** District Manager Jurasky showed photos of the fallen trees and wall damage. She reported that the trees had to be removed and the rock wall is scheduled to be repaired.
 3. **Public Agencies – Pledge of Allegiance** District Manager Jurasky stated that at other public agencies the pledge of Allegiance usually follows roll call. Following a discussion, she was directed to place this item on all future agenda and purchase a flag for the conference room.
 13. **FUTURE AGENDA ITEMS**
 - a. **Discussion in 2026/2027 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
 14. **CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE** Safe Harbor language was read by attorney Kendall Levan. Convened into Closed Session at 2:46 P.M.
 - a. **Conference with Legal Counsel – Anticipated Litigation**
 - Re: Significant Exposure to Litigation (1 Item)
 - Pursuant to California Government Code Section 54956.9(d)(2)
 - Facts and Circumstances: Receipt of Technical and Reporting Order R7-2025-0020-01 from the Colorado River Basin Regional Water Quality Control Board dated August 11, 2025
- Returned to Open Session at 3:28 P.M.
15. **CLOSED SESSION ANNOUNCEMENT** – No Reportable Action

16. **ADJOURNMENT** Meeting was adjourned by Trustee Radigan-Brophy at 3:28 P.M.

17. **NEXT REGULAR BOARD MEETING IS SCHEDULED FOR 2:00 P.M., Thursday, April 9, 2026**

DATE: _____

LaFaye M. Platter, Secretary

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Mar 1, 2026 to Mar 31, 2026

Date	Check #	Line Description		
3/2/26	25664	INV 270490 - LANDSCAPE MAINTENANCE FOR FEB 2026 NISSHO OF CALIFORNIA, INC	25,935.00	25,935.00
3/2/26	25665	MAR 2026 PSCD EMPLOYEE LIFE INSURANCE EXPENSE STANDARD INSURANCE COMPANY RQ	83.25	83.25
3/2/26	25666	MAR 2026 PSCD EMPLOYEE VISION INSURANCE EXPENSE METLIFE GROUP BENEFITS	82.00	82.00
3/2/26	25667	MAR 2026 PSCD EMPLOYEE DENTAL INSURANCE EXPENSE STANDARD INSURANCE COMPANY RB	703.60	703.60
3/2/26	25668	DISTRICT MANAGER CELL PHONE FOR 2/20/26 - 3/19/26 AT & T MOBILITY	215.58	215.58
3/2/26	25669	INV 12BDCFCB-0038 - FLEX WEB SERVICE FOR MAR 2026 STREAMLINE	140.00	140.00
3/2/26	25670	INV 2603133 - SECURITY PATROL FOR MAR 2026 MAXWELL SECURITY SERVICES, INC	998.25	998.25
3/5/26	25671	VOID***VOID***VOID		
3/5/26	25672	INV 21710 - REPAIRS TO WELL #4 L O LYNCH QUALITY WELLS & PUMPS INC	33,169.00	33,169.00
3/12/26	25673	VOID***VOID***VOID		
3/12/26	25674	FEB 2028 LEGAL SERVICES RENDERED FOR PROFESSIONAL SERVIC FEB 2028 LEGAL SERVICES RENDERED FOR WATER QUALITY CONT FEB 2028 LEGAL SERVICES RENDERED FOR ZENERGY COMPLAINT KANE, BALLMER & BERKMAN	11,164.60 10,130.00 10,007.27	31,301.87
3/12/26	25675	INV 860462 - IRRIGATION SYSTEM REPAIR SUPPLIES HIGH TECH IRRIGATION, INC	154.61	154.61
3/12/26	25676	INV 5638125 - COURIER SERVICE ON 2/13/2026 INV 5644763 - COURIER SERVICE ON 2/26/26 GLS US INC	47.30 47.38	94.68
3/16/26	25677	INV 143715 - (4) VASES; (14) BROWN METAL VASES INV 143806 - (12) GRAY METAL VASES; (12) BROWN METAL VASES TRIPLE H COMPANY, INC	773.24 1,212.24	1,985.48
3/16/26	25678	INV 67510 LEGAL SERVICES RENDERED IN SEP 2025 FOR ZENERGY INV 69896 LEGAL SERVICES RENDERED IN FEB 2026 FOR ZENERGY C COLANTUONO, HIGHSMITH & WHATLEY, PC	6,391.00 7,600.00	13,991.00
3/20/26	25679	2026 TOYOTA TACOMA - 3TYJDAH8TT043313 PLUS WARRANTY 7 YEAR/125,000 MILES FREEWAY TOYOTA	36,721.80	36,721.80
3/20/26	25680	IT0000006511 - PS FINANCIALS FOR FEB 2028 DTA VPN FOR FEB 2026 RIVERSIDE COUNTY INFORMATION TECHNOLOGY	76.56 4.66	81.22
3/31/26	25681	INV 5651450 - COURIER SERVICE ON 3/13/2026 GLS US INC	47.68	47.68
3/31/26	25682	INV 103423 - REPAIR GATE AT WMC PATTON ENTERPRISES, INC	180.00	180.00

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Mar 1, 2026 to Mar 31, 2026

Date	Check #	Line Description		
3/31/26	25683	INV YRD-3-24 - REPAIR STONE WALL AT WMC JOHN BARAJAS	402.00	402.00
3/31/26	25684	APR 2026 PSCD EMPLOYEE LIFE INSURANCE EXPENSE STANDARD INSURANCE COMPANY RQ	83.25	83.25
3/31/26	25685	DISTRICT MANAGER CELL PHONE FOR 3/20/26 - 4/19/26 AT & T MOBILITY	217.57	217.57
3/31/26	25686	INV-26-5993659 FALSE ALARM ON 3/21/26 CATHEDRAL CITY POLICE DEPARTMENT	100.00	100.00
3/31/26	25687	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR K JURASKY MAR 2026 EMPLOYEE 403B PAYABLE FOR K JURASKY INVESCO INVESTMENT SERVICES, INC	815.61 2,807.70	3,623.31
3/31/26	25688	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR E ARCHILA FRANKLIN - TEMPLETON	383.61	383.61
3/31/26	25689	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR L GENCHI FRANKLIN - TEMPLETON	243.01	243.01
3/31/26	25690	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR G HERRERA FRANKLIN - TEMPLETON	277.45	277.45
3/31/26	25691	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR S LOZANO FRANKLIN - TEMPLETON	309.57	309.57
3/31/26	25692	MAR 2026 EMPLOYEE RETIREMENT EXPENSE FOR S VICKREY FRANKLIN - TEMPLETON	163.07	163.07
3/3/26	AIS	IN1077761 - KYOCERA COPIER FOR 2/16/2026 TO 3/15/2026 AIS	517.31	517.31
3/20/26	AIS	IN1085466 - KYOCERA COPIER FOR 3/16/26 - 4/15/26 AIS	517.60	517.60
3/17/26	AMAZON	AMAZON - US FLAG & POLE FOR CONFERENCE ROOM KJ COMPANY DEBIT CARD	120.16	120.16
3/9/26	APPLE	APPLE - ICLOUD+ WITH 200 GB KJ COMPANY DEBIT CARD	2.99	2.99
3/3/26	BURRTEC	TRASH SERVICE FOR MAR 2026 BURRTEC WASTE & RECYCLING SVCS	668.49	668.49
3/3/26	BURRTEC	PORTABLE TOILET FOR MAR 2026 BURRTEC WASTE & RECYCLING SVCS	19.48	19.48
3/20/26	BURRTEC	PORTABLE TOILET FOR MAR 2026 BURRTEC WASTE & RECYCLING SVCS	69.39	69.39
3/3/26	CALPERS	MAR 2026 PSCD EMPLOYEE HEALTH INSURANCE EXPENSE MAR 2026 PSCD RETIREE HEALTH INSURANCE EXPENSE MAR 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (SCOTT) MAR 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (STEPHANI) MAR 2026 EMPLOYEE PORTION OF HEALTH INSURANCE (EDGAR) CALPERS	9,009.07 1,389.46 1,375.56 279.94 201.70	12,255.73
3/13/26	COLONIAL	K JURASKY EXTRA HEALTH INSURANCE FOR FEB 2026 COLONIAL LIFE	151.16	151.16

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Mar 1, 2026 to Mar 31, 2026

Date	Check #	Line Description		
3/25/26	COSTCO	COSTCO - BATTERY FOR SECRETARY GOLF CART EA COMPANY DEBIT CARD	91.02	91.02
3/3/26	CVWD	180819-512108 BUSINESS FOR FEB 2026 COACHELLA VALLEY WATER DISTRICT	26.78	26.78
3/3/26	CVWD	559831-884770 FIRE PROTECTION COACHELLA VALLEY WATER DISTRICT	86.99	86.99
3/3/26	CVWD	332245-850914 WELL REPLENISHMENT FOR JAN 2026 COACHELLA VALLEY WATER DISTRICT	3,059.35	3,059.35
3/3/26	CVWD	559833-884768 COMMERCIAL FOR FEB 2026 COACHELLA VALLEY WATER DISTRICT	32.45	32.45
3/20/26	CVWD	332245-850914 WELL REPLENISHMENT FOR FEB 2026 COACHELLA VALLEY WATER DISTRICT	1,438.72	1,438.72
3/20/26	CVWD	180819-512108 BUSINESS FOR MAR 2026 COACHELLA VALLEY WATER DISTRICT	26.78	26.78
3/20/26	CVWD	559833-884768 COMMERCIAL FOR MAR 2026 COACHELLA VALLEY WATER DISTRICT	32.45	32.45
3/20/26	CVWD	559831-884770 FIRE PROTECTION FOR MAR 2026 COACHELLA VALLEY WATER DISTRICT	86.99	86.99
3/3/26	DESERT AL	INV 581021 - MAINTENANCE MONITORING 3/01/2026 TO 5/31/2026 DESERT ALARM	89.85	89.85
3/3/26	DESERT AL	INV 580597 FIRE PROTECTION FOR 3/01/2026 - 5/31/2026 DESERT ALARM	134.97	134.97
3/3/26	DESERT AL	INV 581114 -OFFICE MONITORING FOR 3/01/2026 - 5/31/2026 EXTENDED WARRANTY DAI EQUIPMENT FOR 3/01/2026 - 5/31/2026 DESERT ALARM	89.85 179.85	269.70
3/20/26	DWA	WMC USAGE FOR MAR 2026 DESERT WATER	574.45	574.45
3/3/26	EARTHLIN	INV000001980779 - OFFICE WIFI FOR MAR 2026 EARTHLINK	235.00	235.00
3/6/26	EDD_TAX	SIT P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026 SDI P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026 EMPLOYMENT DEVELOPMENT DEPT	373.23 202.40	575.63
3/20/26	EDD_TAX	SIT P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026 SDI P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026 EMPLOYMENT DEVELOPMENT DEPT	375.96 223.60	599.56
3/6/26	EDD_TAXa	SUI P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026 CA EDU & TRAINING P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026 EMPLOYMENT DEVELOPMENT DEPT	29.84 1.24	31.08
3/20/26	EDD_TAXa	SUI P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026 CA EDU & TRAINING P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026 EMPLOYMENT DEVELOPMENT DEPT	39.60 1.65	41.25
3/3/26	EDISON	8000493032 ADMIN BUILDING FOR 01/12/26 TO 02/10/26 8001545238 DAVALL ROAD GATE FOR 01/13/26 TO 02/11/26 8002601833 WELL #4 FOR 01/10/26 TO 02/09/26 8003526191 WELL #2 FOR 01/13/26 TO 02/11/26	705.22 30.17 105.11 1,896.74	

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Mar 1, 2026 to Mar 31, 2026

Date	Check #	Line Description		
		8004476833 WMC FOR 01/13/26 TO 02/11/26	15.36	
		8004476833 WMC DCI FOR 01/13/26 TO 2/11/26	0.44	
		SO CAL EDISON		2,753.04
3/25/26	EDISON	8000493032 ADMIN FOR 2/11/26 TO 03/12/26	691.92	
		8001545238 DAVALL GATE FOR 2/12/26 TO 3/15/26	31.75	
		8002601833 WELL #4 FOR 2/10/26 TO 3/11/26	857.87	
		8003526191 WELL #2 FOR 2/12/26 TO 3/15/26	2,428.20	
		8004476833 WMC FOR 2/12/26 TO 3/15/26	16.54	
		8004476833 WMC DCE FOR 2/12/26 TO 3/15/26	0.48	
		SO CAL EDISON		4,026.76
3/23/26	EMBASSY	CAPC 2026 ANNUAL CONFERENCE, GARDEN GROVE, CA FOR J.PYE	618.05	
		EMBASSY SUITES		
		JP COMPANY DEBIT CARD		618.05
3/23/26	EMPBASSY	CAPC 2026 ANNUAL CONFERENCE, GARDEN GROVE, CA FOR K.JURA	865.54	
		EMBASSY SUITES		
		KJ COMPANY DEBIT CARD		865.54
3/3/26	EWING	INV 29155922 - IRRIGATION SYSTEM REPAIR SUPPLIES	126.68	
		EWING IRRIGATION PRODUCTS INC		126.68
3/6/26	EXPRESS_T	FIT P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026	1,263.49	
		SOCIAL SECURITY P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026	1,930.54	
		MEDICARE P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026	451.49	
		BANK OF AMERICA		3,645.52
3/20/26	EXPRESS_T	FIT P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026	1,436.44	
		SOCIAL SECURITY P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026	2,132.58	
		MEDICARE P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026	498.74	
		BANK OF AMERICA		4,067.76
3/6/26	FEES	P/R 02/19/2026 TO 03/04/2026 PAID 03/06/2026	101.52	
		CBIZ PAYROLL		101.52
3/20/26	FEES	P/R 03/05/2026 TO 03/18/2026 PAID 03/20/2026	123.79	
		CBIZ PAYROLL		123.79
3/20/26	FRONTIER	OFFICE PHONES FOR 3/02/2026 - 04/01/2023	807.89	
		FRONTIER		807.89
3/11/26	HOME DEP	HOME DEPOT - SHOP SUPPLIES, SCREWS, BATTERIES	74.36	
		EA COMPANY DEBIT CARD		74.36
3/19/26	HOME DEP	HOME DEPOT - PAINT FOR GATES	117.77	
		EA COMPANY DEBIT CARD		117.77
3/23/26	IDT BOSS	IDT BOSS INTL CALL - DISPUTED CHARGES	17.00	
		KJ COMPANY DEBIT CARD		17.00
3/23/26	IDT BOSS	IDT BOSS INTL CALL - DISPUTED CHARGE	23.00	
		KJ COMPANY DEBIT CARD		23.00
3/3/26	MATTHEW	INV 9004270383 - (2)#5 VAULTS; (10) #5 LINERS	3,595.00	
		MATTHEW INTERNATIONAL		3,595.00
3/20/26	MATTHEW	INV 9004304933 - (2)#5 VAULTS; (10) #5 LINERS	3,595.00	
		MATTHEW INTERNATIONAL		3,595.00
3/22/26	MICROSOFT	MICROSOFT 365 FAMILY RENEWAL THRU 3/20/27	129.99	
		KJ COMPANY DEBIT CARD		129.99

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal
For the Period From Mar 1, 2026 to Mar 31, 2026

Date	Check #	Line Description		
3/3/26	PRIMO	INV 16B0032777377 - BOTTLED WATER & OTHER SUPPLIES DELIVERE PRIMO BRANDS	198.03	198.03
3/20/26	PRIMO	16C0032777377- BOTTLED WATER RENTAL FOR MAR 2026 PRIMO BRANDS	34.16	34.16
3/12/26	STAPLES	STAPLES - TAPE, TRAY, LYSOL, WITEOUT KJ COMPANY DEBIT CARD	97.30	97.30
3/19/26	STAPLES	STAPLES - OFFICE SUPPLIES KJ COMPANY DEBIT CARD	39.33	39.33
3/31/26	TMOBILE	GROUND SUPERVISOR CELL PHONE FOR JAN & FEB 2026 T-MOBILE	258.92	258.92
3/11/26	USPS	USPS - POSTAGE STAMPS EA COMPANY DEBIT CARD	173.40	173.40
3/30/26	USPS	USPS - FORM 700 MAILING EA COMPANY DEBIT CARD	12.14	12.14
3/3/26	WESTERN	INV 91452064 - PEST CONTROL MAINTENANCE ON 2/2/2026 WESTERN EXTERMINATOR CO	119.01	119.01
	Total		<u>199,064.15</u>	<u>199,064.15</u>

**PALM SPRINGS CEMETERY DISTRICT
PAYROLL DISBURSEMENT JOURNAL - GENERAL FUND
For March 2026**

Date	Reference	Employee	Amount
3/6/2026	6832	KATHLEEN JURASKY	3,289.95
3/6/2026	6833	LYNSEY GENCHI	1,412.16
3/6/2026	6834	STEPHANIE C. LOZANO	1,748.97
3/6/2026	6835	SCOTT W. VICKREY	117.51
3/6/2026	6836	EDGAR F. ARCHILA	2,203.07
3/6/2026	6837	GABRIEL C. HERRERA	1,652.71
3/20/2026	6840	KATHLEEN JURASKY	3,289.94
3/20/2026	6841	KATHLEEN JURASKY	400.00
3/20/2026	6842	LYNSEY GENCHI	1,420.22
3/20/2026	6843	STEPHANIE C. LOZANO	1,469.01
3/20/2026	6844	SCOTT W. VICKREY	117.51
3/20/2026	6845	EDGAR F. ARCHILA	2,029.42
3/20/2026	6846	GABRIEL C. HERRERA	1,673.60
3/20/2026	6847	LYNN T. MALLOTTO	89.79
3/20/2026	6848	LA FAYE M. PLATTER	253.67
3/20/2026	6849	TIM M. RADIGAN-BROPHY	253.67
3/20/2026	6850	MICHAEL V. SMITH	253.67
3/20/2026			
3/01/2026 to 3/31/2026			21,674.87

**GENERAL FUND, INVESTMENTS & ACO DISBURSEMENT RECAP
For MARCH 2026**

March	Cash Disbursement Journal	199,064.15
March	Payroll Disbursement Journal	21,674.87
TOTAL PSCD DISBURSEMENTS		220,739.02
TOTAL GENERAL FUND EXPENDITURES		150,848.22
March	Payment Voucher # 1877	109,405.75
March	Payment Voucher # 1878	41,442.47
Total General Fund Payment Vouchers		150,848.22
TOTAL ACO EXPENDITURES		69,890.80
L.O. Lynch		33,169.00
Check #25672 - Repairs to Well #4		
Freeway Toyota		36,721.80
Check #25679 - 2026 Toyota Tacoma		
ACO Expenditures paid by previous payment vouchers and April ACO Payment Voucher 1879 for \$4,316.01		
PET CEMETERY DRAWDOWNS		0.00
Loan Amount:	25,000.00	
Current Balance Remaining:	15,000.00	
TOTAL MARCH 2026 DISBURSEMENTS		220,739.02

**PALM SPRINGS CEMETERY DISTRICT
SITE SALES & INTERMENTS
March 2026**

SALES

	Prior Months		March		FY 2025/2026 YTD Totals		FY 2024/2025 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult, C	134	0	9	0	143	0	165	0
Adult, B	32	0	27	0	59	0	3	0
Adult, A	2	0	0	0	2	0	3	0
Baby	1	0	1	0	2	0	2	0
Cremation	20	0	6	0	26	0	16	0
Niche	39	0	8	0	47	0	42	0
TOTALS	228	0	51	0	279	0	231	0

LOT REPURCHASES

	Prior Months		March		FY 2025/2026 YTD Totals		FY 2024/2025 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	14	0	0	0	14	0	3	0
Cremation	0	0	0	0	0	0	0	0
Niche	2	0	0	0	2	0	0	0
TOTALS	16	0	0	0	16	0	3	0

TOTAL INTERMENTS

	Prior Months		March		FY 2025/2026 YTD Totals		FY 2024/2025 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	147	1	16	0	163	1	142	0
Baby	1	0	1	0	2	0	2	0
Cremation	27	4	8	0	35	4	38	3
Niche	26	0	1	0	27	0	29	0
TOTALS	201	5	26	0	227	5	211	3

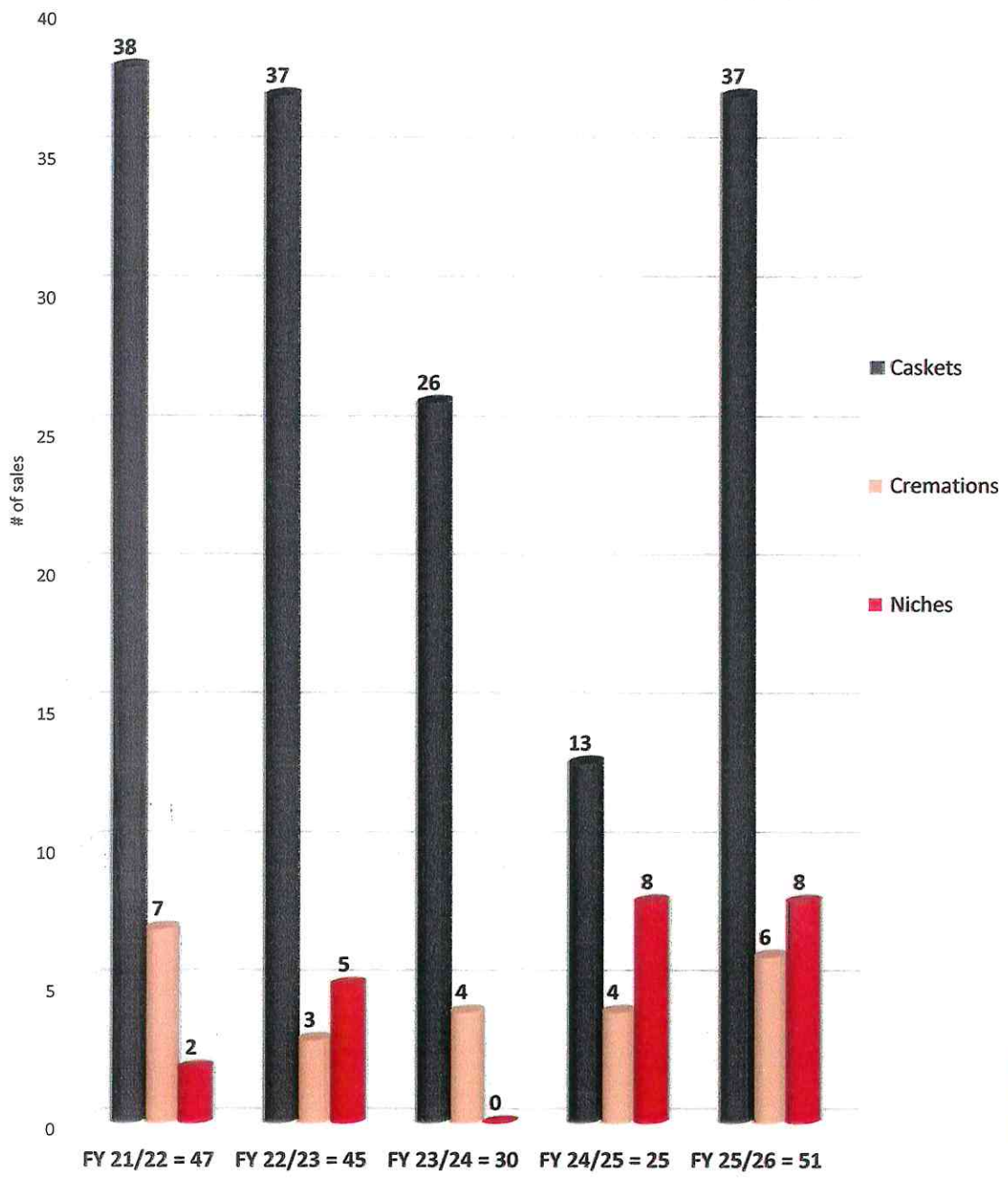
SATURDAY INTERMENTS

	Prior Months		March		FY 2025/2026 YTD Totals		FY 2024/2025 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

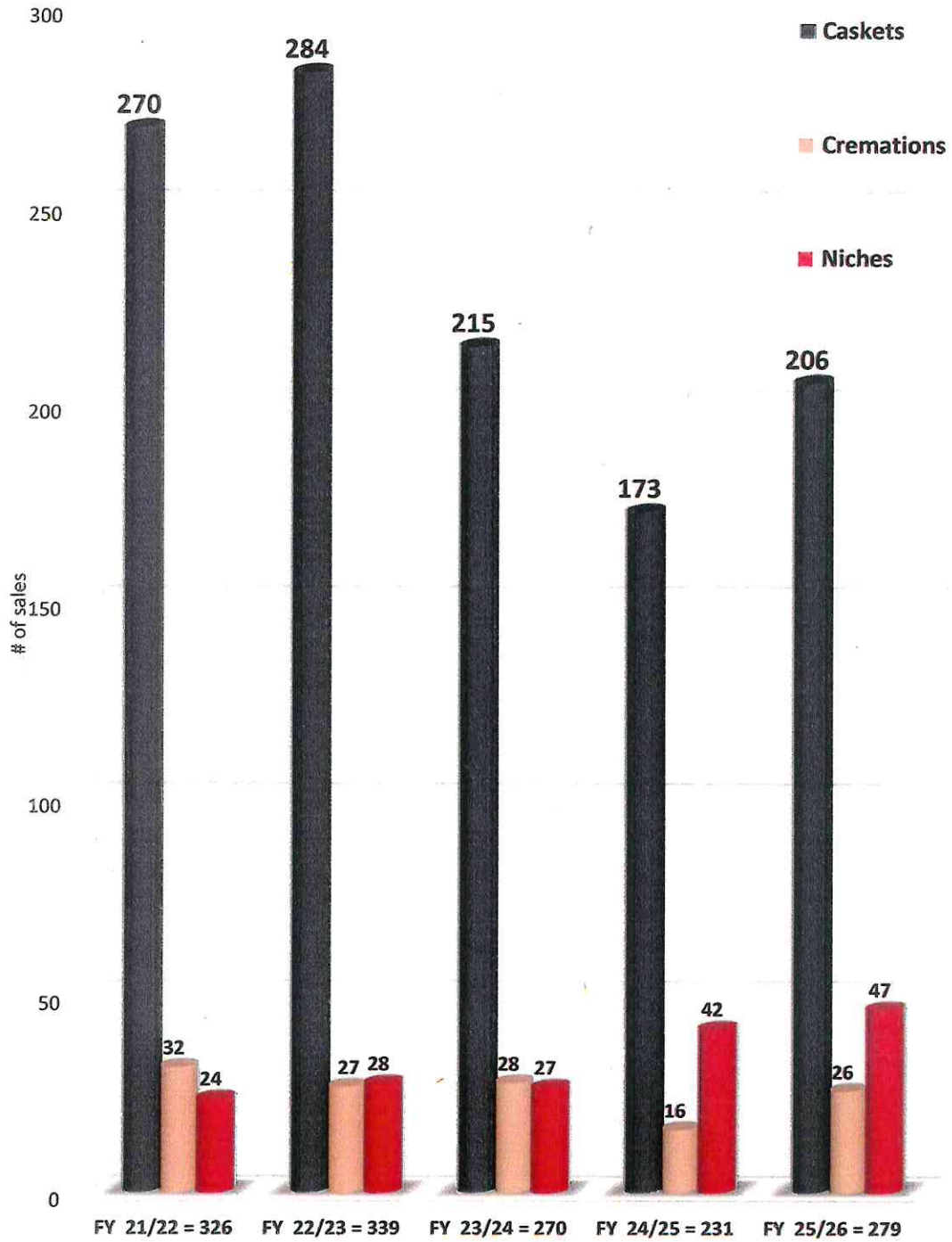
SUNDAY INTERMENTS

	Prior Months		March		FY 2025/2026 YTD Totals		FY 2024/2025 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

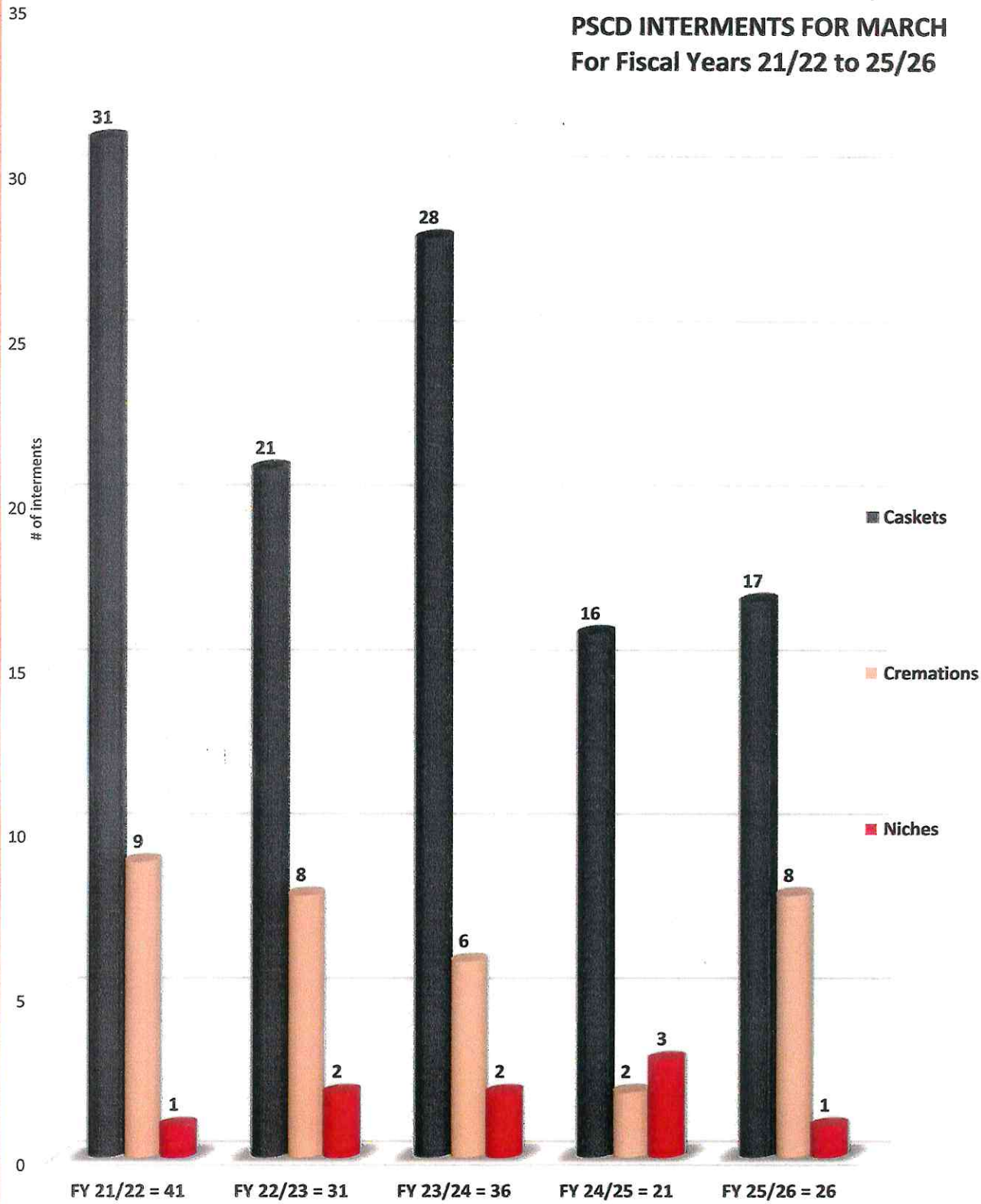
PSCD Site Sales For MARCH for Fiscal Years 21/22 - 25/26



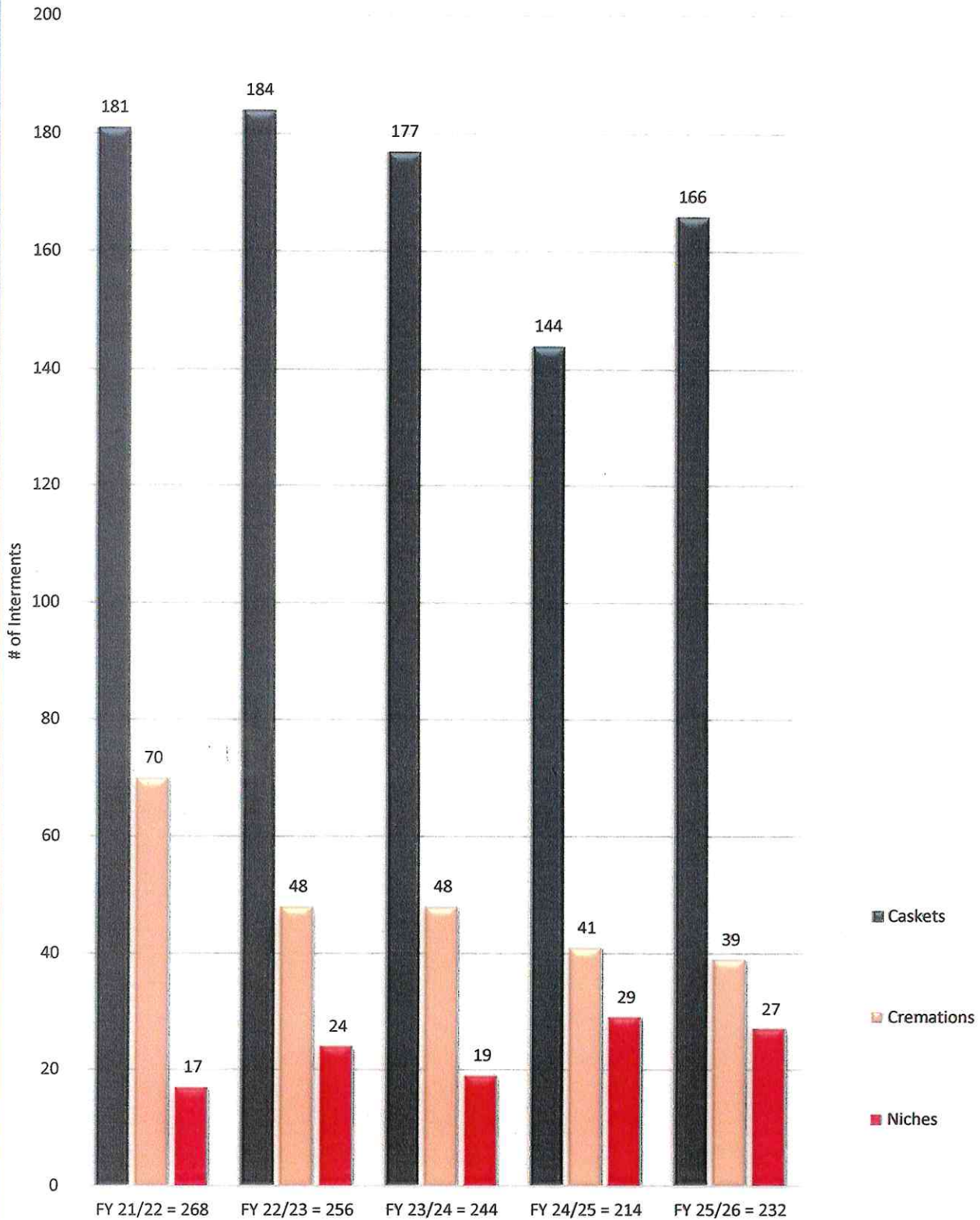
PSCD Site Sales by Fiscal Years 21/22 - 25/26 thru MARCH



PSCD INTERMENTS FOR MARCH For Fiscal Years 21/22 to 25/26



PSCD INTERMENTS BY FISCAL YEARS 21/22 - 25/26 thru MARCH



**PALM SPRINGS CEMETERY DIST
INCOME STATEMENT - GENERAL FUND
FOR THE NINE MONTHS ENDING MARCH 31, 2026**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
OPEN AND CLOSE	22,300.00	30,600.00	(8,300)	261,100.00	219,405.00	41,695
MISC SPECIAL SET-UP	0.00	0.00	0	1,250.00	750.00	500
RETURNED CHECK BANK CHARGE	0.00	0.00	0	120.00	30.00	90
INTEREST RECEIVED	1.05	0.77	0	13.36	6.78	7
LAND LEASE	7,416.28	7,235.39	181	66,746.52	65,118.51	1,628
MISC INCOME	0.00	0.00	0	226.88	25.00	202
CREDIT CARD CONVEN FEE	884.00	450.10	434	7,363.54	5,503.82	1,860
WITNESS GRAVE CLOSING	600.00	600.00	0	6,000.00	6,600.00	(600)
TAX COLLECTIONS	1,194.04	1,159.33	35	325,575.09	315,278.79	10,296
VAULTS	0.00	2,690.00	(2,690)	12,485.00	11,530.00	955
CREMATION VAULTS	630.00	630.00	0	4,140.00	3,245.00	895
LINERS	2,950.00	2,300.00	650	30,030.00	22,195.00	7,835
GRAVE VASES	863.50	756.75	107	8,504.00	8,652.25	(148)
MEMORIAL WALL INCOME	0.00	200.00	(200)	0.00	200.00	(200)
ENR SURCHARGE	4,900.00	3,300.00	1,600	40,400.00	31,160.00	9,240
LOT TRANSFERS	0.00	0.00	0	600.00	1,600.00	(1,000)
COUNTY INTEREST INCOME	3,199.99	5,042.44	(1,842)	12,697.96	19,230.15	(6,532)
DONATIONS & GRANTS	0.00	0.00	0	2.06	17.36	(15)
HANDLING FEE	6,490.00	9,590.00	(3,100)	81,170.00	64,805.00	16,365
PRENEED CONTRACT SERVICE CHG	3,200.00	600.00	2,600	9,100.00	5,800.00	3,300
VASE/HDSTN SET & CLEAN	3,495.00	3,470.00	25	37,895.00	36,090.00	1,805
TOTAL REVENUE	58,123.86	68,624.78	(10,501)	905,419.41	817,242.66	88,177
EXPENSES						
REGULAR SALARIES	31,758.28	35,153.03	(3,395)	309,106.45	301,041.55	8,065
BOT MEETING COMPENSATION	1,114.44	1,061.40	53	9,831.06	7,992.78	1,838
BOT CONFERENCES	0.00	0.00	0	454.00	4,447.00	(3,993)
BOT TRAVEL & EXPENSES	618.05	976.42	(358)	618.05	1,738.78	(1,121)
RETIREMENT/PENSION	2,192.32	2,194.79	(2)	21,360.90	18,560.37	2,801
FICA	2,031.56	2,235.49	(204)	19,711.93	19,066.96	645
MEDICARE	475.12	522.82	(48)	4,610.05	4,459.21	151
EMPLOYEE GROUP INSURANCE	9,961.17	9,231.83	729	85,129.43	63,953.41	21,176
RETIREE GROUP INSURANCE	1,389.46	1,306.25	83	11,986.43	12,948.12	(962)
UNEMPLOYMENT INSURANCE	69.44	92.00	(23)	1,243.94	1,417.04	(173)
WORKERS COMP INSURANCE	1,741.25	3,085.86	(1,345)	13,050.54	26,212.84	(13,162)
ELECTRICITY	6,779.80	4,449.63	2,330	54,627.45	56,668.06	(2,041)
TELEPHONE	1,297.24	1,318.02	(21)	9,041.39	8,574.47	467
WATER	5,190.98	2,234.06	2,957	34,080.05	32,770.24	1,310
CAPC CONFERENCE DONATIONS	0.00	0.00	0	200.00	200.00	0
COMMUNITY OUTREACH	0.00	25.00	(25)	180.00	420.25	(240)
VISA-MASTER CHG FEES	1,162.39	654.66	508	7,346.67	5,589.53	1,757
COUNTY SERVICE CHARGE	81.22	93.98	(13)	870.38	882.84	(12)
EDUCATION	0.00	20.21	(20)	0.00	20.21	(20)
GENERAL INSURANCE	2,918.39	3,135.42	(217)	27,193.47	28,218.78	(1,025)
LEGAL	45,292.87	1,151.00	44,142	157,502.83	12,404.50	145,098
LOT REPURCHASE	0.00	0.00	0	9,120.00	3,200.00	5,920
OFFICE EXPENSE	2,369.92	2,611.96	(242)	20,907.13	18,733.13	2,174
TRAVEL & CONVENTION	865.54	1,786.82	(921)	1,399.54	3,972.18	(2,573)
UNIFORMS & SAFETY EQUIPMENT	0.00	55.72	(56)	1,025.45	155.72	870
MTG EXP & SUPPLIES	120.16	209.79	(90)	1,246.64	10,019.72	(8,773)
AUDIT	0.00	0.00	0	0.00	8,500.00	(8,500)
ADVERTISING/PUBLICITY	140.00	100.00	40	1,260.00	2,440.51	(1,181)
MEMBERSHIP & DUES	0.00	0.00	0	7,853.00	7,941.00	(88)
CA EDUCATION & TRAINING (EDD)	2.89	3.83	(1)	51.82	55.88	(4)
AUTO TRUCK EXPENSE	0.00	0.00	0	165.25	210.00	(45)
LARGE EQUIPMENT REPAIRS	0.00	0.00	0	1,254.94	9,049.94	(7,795)
EQUIPMENT REPAIRS	91.02	0.00	91	1,211.00	198.27	1,013
IRRIGATION SYSTEM REPAIRS	281.29	745.37	(464)	7,956.40	2,320.59	5,636
FERTILIZER AND SEED	0.00	1,350.00	(1,350)	17,473.65	22,052.35	(4,579)
GASOLINE, OIL, TIRES	0.00	0.00	0	3,891.14	6,240.89	(2,350)
PLANT & BUILDING	2,047.17	2,427.50	(380)	18,343.84	26,240.81	(7,897)
TOOLS & SUPPLIES	192.13	247.31	(55)	1,089.58	1,556.79	(467)
GRAVE LINERS & VAULTS	7,190.00	3,047.00	4,143	52,458.52	46,223.03	6,235
GRAVE VASES	1,985.48	1,613.45	372	7,546.39	6,235.41	1,311
CONTRACT TREE/GARDEN MAINTNCE	25,935.00	24,700.00	1,235	206,173.37	197,214.22	8,959
SECURITY CAMERA EXPENSE	179.70	179.70	0	539.10	539.10	0
DMP GROUNDS SECURITY	998.25	907.50	91	8,439.75	7,672.50	767
TOTAL EXPENSES	(156,472.53)	(108,927.82)	(47,545)	(1,137,551.53)	(988,358.98)	(149,193)
NET CHANGE FROM OPERATIONS	(98,348.67)	(40,303.04)	(58,046)	(232,132.12)	(171,116.32)	(61,016)
OTHER REVENUE & EXPENSE						
TOTAL OTHER REVENUE & EXPENSE	0.00	0.00	0	0.00	0.00	0
NET CHANGE	(98,348.67)	(40,303.04)	(58,046)	(232,132.12)	(171,116.32)	(61,016)

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

	PTD ACTUAL	PTD BUDGET	VARIANCE	YTD ACTUAL	ANNUAL BUDGET	VARIANCE
OPEN AND CLOSE	22,300.00	25,458.00	(3,158)	261,100.00	305,500.00	(44,400)
MISC SPECIAL SET-UP	0.00	83.00	(83)	1,250.00	1,000.00	250
RETURNED CHECK BANK CHARGE	0.00	13.00	(13)	120.00	150.00	(30)
INTEREST RECEIVED	1.05	1.00	0	13.36	15.00	(2)
LAND LEASE	7,416.28	7,235.00	181	66,746.52	86,824.00	(20,077)
MISC INCOME	0.00	0.00	0	226.88	0.00	227
CREDIT CARD CONVEN FEE	884.00	608.00	276	7,363.54	7,300.00	64
WITNESS GRAVE CLOSING	600.00	625.00	(25)	6,000.00	7,500.00	(1,500)
TAX COLLECTIONS	1,194.04	1,000.00	194	325,575.09	584,616.00	(259,041)
VAULTS	0.00	1,306.00	(1,306)	12,485.00	15,670.00	(3,185)
CREMATION VAULTS	630.00	435.00	195	4,140.00	5,225.00	(1,085)
LINERS	2,950.00	2,416.00	534	30,030.00	28,995.00	1,035
GRAVE VASES	863.50	937.00	(74)	8,504.00	11,245.00	(2,741)
MEMORIAL WALL INCOME	0.00	33.00	(33)	0.00	400.00	(400)
ENR SURCHARGE	4,900.00	3,583.00	1,317	40,400.00	43,000.00	(2,600)
LOT TRANSFERS	0.00	125.00	(125)	600.00	1,500.00	(900)
COUNTY INTEREST INCOME	3,199.99	3,500.00	(300)	12,697.96	12,500.00	198
DONATIONS & GRANTS	0.00	0.00	0	2.06	0.00	2
HANDLING FEE	6,490.00	7,479.00	(989)	81,170.00	89,750.00	(8,580)
PRENEED CONTRACT SERVICE CHG	3,200.00	642.00	2,558	9,100.00	7,700.00	1,400
VASE/HDSTN SET & CLEAN	3,495.00	3,991.00	(496)	37,895.00	47,890.00	(9,995)
TOTAL REVENUE	58,123.86	59,470.00	(1,346)	905,419.41	1,256,780.00	(351,361)
REGULAR SALARIES	31,758.28	34,172.00	(2,414)	309,106.45	410,066.00	(100,960)
BOT MEETING COMPENSATION	1,114.44	1,637.00	(523)	9,831.06	19,640.00	(9,809)
BOT CONFERENCES	0.00	1,000.00	(1,000)	454.00	4,500.00	(4,046)
BOT TRAVEL & EXPENSES	618.05	1,000.00	(382)	618.05	3,000.00	(2,382)
RETIREMENT/PENSION	2,192.32	2,386.00	(194)	21,360.90	28,635.00	(7,274)
FICA	2,031.56	2,188.00	(156)	19,711.93	26,252.00	(6,540)
MEDICARE	475.12	547.00	(72)	4,610.05	6,564.00	(1,954)
EMPLOYEE GROUP INSURANCE	9,961.17	7,391.00	2,570	85,129.43	88,692.00	(3,563)
RETIREE GROUP INSURANCE	1,389.46	1,101.00	288	11,986.43	13,190.00	(1,204)
UNEMPLOYMENT INSURANCE	69.44	129.00	(60)	1,243.94	1,548.00	(304)
WORKERS COMP INSURANCE	1,741.25	927.00	814	13,050.54	11,118.00	1,933
ELECTRICITY	6,779.80	5,790.00	990	54,627.45	69,485.00	(14,858)
TELEPHONE	1,297.24	1,075.00	222	9,041.39	12,905.00	(3,864)
WATER	5,190.98	3,309.00	1,882	34,080.05	39,710.00	(5,630)
CAPC CONFERENCE DONATIONS	0.00	0.00	0	200.00	200.00	0
COMMUNITY OUTREACH	0.00	167.00	(167)	180.00	2,000.00	(1,820)
VISA-MASTER CHG FEES	1,162.39	625.00	537	7,346.67	7,500.00	(153)
RETURNED CHECK	0.00	13.00	(13)	0.00	150.00	(150)
COUNTY SERVICE CHARGE	81.22	100.00	(19)	870.38	1,200.00	(330)
EDUCATION	0.00	33.00	(33)	0.00	400.00	(400)
GENERAL INSURANCE	2,918.39	3,318.00	(400)	27,193.47	39,810.00	(12,617)
LEGAL	45,292.87	9,583.00	35,710	157,502.83	115,000.00	42,503
LOT REPURCHASE	0.00	583.00	(583)	9,120.00	7,000.00	2,120
OFFICE EXPENSE	2,369.92	1,667.00	703	20,907.13	20,000.00	907
TRAVEL & CONVENTION	865.54	500.00	366	1,399.54	6,000.00	(4,600)
UNIFORMS & SAFETY EQUIPMENT	0.00	83.00	(83)	1,025.45	1,000.00	25
MTG EXP & SUPPLIES	120.16	250.00	(130)	1,246.64	3,000.00	(1,753)
AUDIT	0.00	0.00	0	0.00	8,500.00	(8,500)
ADVERTISING/PUBLICITY	140.00	375.00	(235)	1,260.00	4,500.00	(3,240)
MEMBERSHIP & DUES	0.00	683.00	(683)	7,853.00	8,200.00	(347)
CA EDUCATION & TRAINING (EDD)	2.89	0.00	3	51.82	0.00	52
AUTO TRUCK EXPENSE	0.00	417.00	(417)	165.25	5,000.00	(4,835)
LARGE EQUIPMENT REPAIRS	0.00	583.00	(583)	1,254.94	7,000.00	(5,745)
EQUIPMENT REPAIRS	91.02	167.00	(76)	1,211.00	2,000.00	(789)
IRRIGATION SYSTEM REPAIRS	281.29	417.00	(136)	7,956.40	5,000.00	2,956
FERTILIZER AND SEED	0.00	1,773.00	(1,773)	17,473.65	34,500.00	(17,026)
GASOLINE, OIL, TIRES	0.00	525.00	(525)	3,891.14	6,300.00	(2,409)
PLANT & BUILDING	2,047.17	3,250.00	(1,203)	18,343.84	39,000.00	(20,656)
ROAD MAINTENANCE	0.00	7,996.00	(7,996)	0.00	95,955.00	(95,955)
TOOLS & SUPPLIES	192.13	250.00	(58)	1,089.58	3,000.00	(1,910)
GRAVE LINERS & VAULTS	7,190.00	5,313.00	1,877	52,458.52	63,750.00	(11,291)
GRAVE VASES	1,985.48	713.00	1,272	7,546.39	8,560.00	(1,014)
CONTRACT TREE/GARDEN MAINTNCE	25,935.00	25,935.00	0	206,173.37	311,220.00	(105,047)
CONTRACT BURIALS	0.00	333.00	(333)	0.00	4,000.00	(4,000)
SECURITY CAMERA EXPENSE	179.70	83.00	97	539.10	1,000.00	(461)
DMP GROUNDS SECURITY	998.25	908.00	90	8,439.75	10,890.00	(2,450)
TOTAL EXPENSES	156,472.53	129,295.00	27,178	1,137,551.53	1,556,940.00	(419,388)
NET CHANGE FROM OPERATIONS	(98,348.67)	(69,825.00)	(28,524)	(232,132.12)	(300,160.00)	68,028
OTHER REVENUE & EXPENSE						
RESERVES TRANSFERRED IN	0.00	26,680.00	(26,680)	0.00	320,160.00	(320,160)
OTHER EXPENSE APPROP CONTING	0.00	(1,667.00)	1,667	0.00	(20,000.00)	20,000
NET CHANGE	(98,348.67)	(44,812.00)	(53,537)	(232,132.12)	0.00	(232,132)

**ACCUMULATIVE CAPITAL OUTLAY
INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2026**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
BURIAL RIGHT SALES	70,150.00	25,800.00	44,350	359,625.00	233,900.00	125,725
COUNTY INTEREST INCOME	12,824.05	17,063.38	(4,239)	40,028.73	54,444.89	(14,416)
CURRENT INTEREST & DIVIDENDS	8,217.77	0.00	8,218	43,823.05	39,017.04	4,806
GAIN/LOSS INVESTMENT FMV	(15,222.00)	0.00	(15,222)	(7,313.11)	10,021.87	(17,335)
TOTAL REVENUE	<u><u>75,969.82</u></u>	<u><u>42,863.38</u></u>	<u><u>33,106</u></u>	<u><u>436,163.67</u></u>	<u><u>337,383.80</u></u>	<u><u>98,780</u></u>
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0	4,383.48	4,176.46	207
COUNTY SERVICE CHARGE	0.00	0.00	0	74.94	55.28	20
TOTAL EXPENSES	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>	<u><u>4,458.42</u></u>	<u><u>4,231.74</u></u>	<u><u>227</u></u>
NET CHANGE FROM OPERATION	<u><u>75,969.82</u></u>	<u><u>42,863.38</u></u>	<u><u>33,106</u></u>	<u><u>431,705.25</u></u>	<u><u>333,152.06</u></u>	<u><u>98,553</u></u>
OTHER REVENUE & EXPENSE						
REVENUE TRANSFERRED IN	0.00	11,940.00	(11,940)	18,295.00	24,957.00	(6,662)
TOTAL OTHER	<u><u>0.00</u></u>	<u><u>11,940.00</u></u>	<u><u>(11,940)</u></u>	<u><u>18,295.00</u></u>	<u><u>24,957.00</u></u>	<u><u>(6,662)</u></u>
NET CHANGE	<u><u>75,969.82</u></u>	<u><u>54,803.38</u></u>	<u><u>21,166</u></u>	<u><u>450,000.25</u></u>	<u><u>358,109.06</u></u>	<u><u>91,891</u></u>

**ENDOWMENT CARE FUND
INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2026**

REVENUE	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
WMC ENDOWMENT CARE	0.00	0.00	0	250.00	120.00	130
ENDOWMENT CARE DEPOSITS	75,830.80	17,235.00	58,596	298,018.30	173,006.00	125,012
COUNTY INTEREST INCOME	7,209.79	5,258.62	1,951	20,546.35	15,565.96	4,980
CURRENT INTEREST & DIVIDENDS	24,798.49	0.00	24,798	198,213.75	166,789.20	31,425
GAIN/LOSS INVESTMENT FMV	(62,759.84)	0.00	(62,760)	(12,011.33)	86,098.23	(98,110)
TOTAL REVENUE	45,079.24	22,493.62	22,586	505,017.07	441,579.39	63,438
EXPENSES						
INVESTMENT ADVISOR FEES	0.00	0.00	0	22,593.41	21,505.59	1,088
TOTAL EXPENSES	0.00	0.00	0	22,593.41	21,505.59	1,088
NET CHANGE	45,079.24	22,493.62	22,586	482,423.66	420,073.80	62,350

**PRENEED FUND
INCOME STATEMENT
FOR THE NINE MONTHS ENDING MARCH 31, 2026**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
CURRENT SALES	23,229.04	5,918.90	17,310	88,076.90	74,728.47	13,348
CURRENT DEFERRED REVENUE	34,814.47	6,835.39	27,979	113,918.24	63,776.18	50,142
COUNTY INTEREST INCOME	6,437.74	6,108.49	329	19,253.94	19,241.82	12
CURRENT INTEREST & DIVIDENDS	9,105.41	0.00	9,105	78,828.02	64,263.71	14,564
GAIN/LOSS INVESTMENTS FMV	(23,791.18)	0.00	(23,791)	(4,794.71)	33,859.55	(38,654)
TOTAL REVENUE	49,795.48	18,862.78	30,933	295,282.39	255,869.73	39,413
EXPENSES						
INVESTMENT FEES	0.00	0.00	0	9,072.99	8,633.64	439
COUNTY SERVICE CHARGES	0.00	0.00	0	1.70	1.70	0
LOSS ON TRANSFER (INTER COSTS)	0.00	2,758.02	(2,758)	6,063.72	6,118.81	(55)
SALES TRANSFR OUT (PRIOR YR)	0.00	11,940.00	(11,940)	22,464.00	24,957.00	(2,493)
TOTAL EXPENSES	0.00	14,698.02	(14,698)	37,602.41	39,711.15	(2,109)
NET CHANGE	49,795.48	4,164.76	45,631	257,679.98	216,158.58	41,521



MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

February 26, 2026

Ms. Kathleen Jurasky
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA

Subject: Landscape Architecture Services (RFP 3020)
Desert Memorial Park Cemetery | Phase 2 – Cathedral City, CA

Dear Ms. Jurasky:

MSA Consulting, Inc. (MSA) is pleased to provide you with this proposal for Landscape Architecture Services related to the Phase 2 improvements of the Desert Memorial Park Cemetery (DMPC), in the City of Cathedral City (City), as shown in green on the attached Exhibit A.

The landscape renovation / design will include redesign of the hardscape, planting and irrigation for the undeveloped interior portion of the Cemetery adjacent to the previously completed phase one project area.

Our proposal is based upon our previous work efforts on Phase 1, the information provided to us and our understanding of the City of Cathedral City standards and requirements.

SCOPE OF WORK

MSA (Consultant) proposes to perform the following tasks:

Landscape Architecture Services

1.1. Conceptual Landscape Plans

- Site analysis/inventory of existing conditions and existing plant material/hardscape areas and adjacent facilities.
- Preparation of hand drawn conceptual design ideas for areas described in the project description above.
- Presentation of the conceptual designs to the owner and Maintenance Supervisor for discussion and comment.

1.2. Schematic Landscape Design

Prepare a Schematic Design Package, incorporating comments received during the Concept Phase Review, to include the following:

- Presentation of Schematic Hardscape and Planting Design to the Client and Maintenance Supervisor for discussion and comment. Includes:
 - Hardscape and access path layout
 - Proposed plant selections

1.3. Construction Documents

Upon Schematic Design approval, MSA will prepare a Construction Document package suitable for bidding and construction.

- Preparation of Construction Documents, incorporating comments received in the Schematic Design Review, for submittal to the DMPC. The landscape construction documents will include the following:
 - Demolition plans indicating plant material and hardscape to be removed or to remain.
 - Hardscape Plan (fully dimensioned), including seating areas and pedestrian circulation
 - Construction/Site Details
 - Planting Plan including common and botanical names, quantities, container sizes, and water use requirements
 - Planting Details and Specifications
 - Automatic Irrigation System with equipment legend
 - Irrigation Details and Specifications

1.4. Meetings and Coordination

Meetings and coordination as needed to prepare the landscape construction documents for approval. This includes coordination with Client and project team and revisions to plans based on corrections during agency processing. This proposal provides an estimated allowance for budgeting purposes. All time expended for these services will be billed at our hourly rates.

1.5. Construction Phase Services

After the completion of construction documents, and when requested by the owner or owner's authorized representative, we will provide the following services invoiced on a time and materials basis:

- Office Based Support Services
 - Civil Engineer coordination and clarification studies
 - Phone coordination / discussions in support of the project with contractors, the Client or government agencies
 - Office or Web based meetings with the Client or contractor
 - Submittal reviews
 - RFI (request for information) reviews and responses
 - Clarification drawings or exhibits
- Site Evaluations and Meetings are provided when requested by the Client or Client's Representative. Site evaluations are limited solely to aesthetic review of landscape and hardscape depicted on construction documents prepared by MSA. Each evaluation will be followed by a written report.

Optional Services

Upon separate written authorization from Client, MSA to perform the following services:

2.1. Construction Staking Services

Provide staking services, as requested by the project superintendent (or authorized Client representative). *Staking tasks to this account will be billed on an hourly basis, per MSA's current Hourly Fee Schedule and supported by Daily Field Reports reviewed/approved/signed by the project superintendent or authorized Client representative and will be provided during invoicing for additional review for payment. Should allowance be completely used, additional amount will be renewed with Client as needed. Note: These stakes will be set on appropriate offsets, as agreed upon by the Contractor and Consultant in written request form, 48 hours prior to staking.*

CLIENT RESPONSIBILITIES and ASSUMPTIONS

The following has been taken into consideration in the preparation of this proposal:

1. Prevailing Wage rates are in effect.
2. Client or representative will be available to provide direction to MSA as necessary.
3. Client will coordinate with the City as needed for permitting and scheduled inspections.
4. Client to provide access to property.
5. If optional task 2.1. is authorized, Client or authorized representative to provide completed staking request form 48 hours prior to staking.

EXCLUSIONS

Consulting services not specifically listed in the scope above are excluded from the agreement. Additional services, if required, may be provided by MSA or other consultants under a separate written proposal with additional fees as approved by the Client. Examples of these include:

1. All engineering design including, but not limited to, civil, grading, geotechnical, drainage, electrical, hydraulic and structural. MSA may, as part of the stated scope of work, coordinate some engineering services, but it is understood that any engineering will be provided by licensed engineers.
2. Processing of plans through the local water agency, City or Riverside County Agricultural Commissioner
3. Agency/Impact Fees
4. Department of Real Estate exhibits and cost estimates
5. LLMD exhibits and cost estimates
6. Off-site improvements
7. Bid coordination services
8. Optional Services; unless authorized in writing by Client

COMPENSATION

Client agrees to compensate Consultant for such services as follows. Costs shown are fixed fee and will be invoiced on a percent complete basis except those identified as hourly estimates:

Task/Description	Fee
Landscape Architecture Services	
1.1. Conceptual Landscape Plans	\$2,500
1.2. Schematic Landscape Design	\$4,000
1.3. Construction Documents.....	\$7,500
1.4. Meetings and Coordination	(hourly estimate) \$2,000
1.5. Construction Phase Services	(hourly estimate) \$4,000
Total – All Tasks	(includes hourly estimates) \$20,000*

***Includes hourly estimate; does not include optional services**

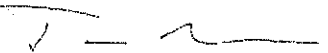
Optional Services

2.1. Construction Staking Services	\$15,000 _____
	<i>Initial to Authorize</i>

The proposed Agreement contained herein, shall be valid until August 31, 2026. The attached Scope and Fee, Standard Contract Provisions, dated January 1, 2026, and supplemental documents, shall be made a part of this Agreement and set out the terms and conditions agreed to between the Parties. Client accepts and shall be bound by the terms of this Agreement when it dates, signs and returns an acknowledgment copy of the Agreement. Scheduling of the Work will commence on receipt of a signed copy of the Agreement.

We hope the above scope and fee are consistent with your requirements. We appreciate the opportunity to offer our services and would be pleased to answer any questions you might have.

Very truly yours,


Tom Miller
Senior Project Manager – Landscape
MSA Consulting, Inc.

TM:br

Enclosures
Exhibit A
Hourly Fee Schedule
Standard Contract Provisions

R:\2531\Documents\Proposals\3020 DMP Cemetery-PH2 - Landscape Architecture Services\m_k\Jurasfy_PH2 - Landscape Architecture Services_Ltr_02.26.26.docx

Via Electronic Mail

Approved by: _____	Acknowledgment: MSA Consulting, Inc: _____
Contracting Entity _____	Signature _____
Signature _____	Name / Title _____
Typed or Printed Name / Title _____	Date _____
Date _____	

Exhibit A





MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

CURRENT HOURLY BILLING RATES JANUARY 1, 2026

Engineering Services

Principal Engineer.....	\$240
Director of Design Services	\$235
Director of Production Services.....	\$235
Senior Project Manager	\$235
Project Manager	\$225
Senior Project Engineer	\$205
Senior Designer	\$185
Project Engineer	\$180
CADD Designer II	\$175
CADD Designer I	\$165
CADD Technician II	\$155
CADD Technician I	\$145

Survey Services

Director of Survey and Mapping.....	\$235
Survey Manager	\$215
Survey Project Manager	\$215
Senior Surveyor	\$200
Chief of Parties	\$195
Survey Technician III	\$175
Survey Technician II	\$165
Survey Technician I	\$155
One-Man Survey Crew (Field)	\$195
One-Man Survey Crew (Prevailing Wage)	\$215
Two-Man Survey Crew (Field)	\$315
Two-Man Survey Crew (Prevailing Wage)	\$345
Three-Man Survey Crew (Field).....	\$410
Three-Man Survey Crew (Prevailing Wage).....	\$445

Utility Coordination Services

Utility Manager.....	\$195
Utility Coordinator	\$180

Landscape Architecture Services

Studio Director – Landscape.....	\$235
Senior Landscape Architect	\$205
Senior Project Manager – Landscape.....	\$195
Senior Project Designer – Landscape.....	\$190
Project Architect – Landscape	\$180
Project Manager – Landscape	\$185
Project Designer – Landscape.....	\$170
Associate Project Manager – Landscape.....	\$165
Associate Project Designer – Landscape.....	\$160
CADD Designer – Landscape.....	\$150

Planning Services

Director of Planning	\$225
Planning Advisor.....	\$225
Senior Planner / Designer.....	\$185
Senior Planner / Project Manager.....	\$180
Planner / Project Manager	\$170
CADD Technician – Planning	\$155
Assistant Planner.....	\$145

Environmental Services

Director of Environmental Services.....	\$225
Senior Environmental Planner / GIS	\$185
Environmental Planner III.....	\$165
Environmental Planner II	\$150
Environmental Planner I	\$135

Drone Services

UAV Pilot – Photography	\$260
UAV Pilot – Survey Mapping.....	\$410

Administrative Services

Project Administrator	\$130
Administrative Assistant.....	\$125

The above rates include all labor, materials, and incidental expenses such as vehicle mileage, postage, toll calls, and survey materials. Not included are reproduction costs, title company charges, special mailing charges, application, filing or permit fees or survey monuments.

MSA CONSULTING, INC.

STANDARD CONTRACT PROVISIONS

A. The CLIENT and CONSULTANT agree as follows:

1. Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this agreement in respect to all of the terms and conditions of this agreement.
2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto and incorporated herein. Consultant reserves the right to increase the fees set forth at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

Work Product

4. **Ownership.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except copies of documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the Services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

Following payment by Client to Consultant for services rendered and unless otherwise requested by Client, all reports, drawings, maps, specifications and instruments of Consultant's services shall remain in the possession of Consultant for a period of not less than three (3) years, after which time Consultant shall have the right to either deliver all drawings to Client or dispose of all such documents, drawings and related material.

5. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

6. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.
7. **Quantities/Costs.** The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plan, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors or variations from actual cost at the time of construction.
8. **Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
9. **No Warranty.** Consultant makes no warranty, either express or implied, as to his findings,

MSA CONSULTING, INC.

STANDARD CONTRACT PROVISIONS

recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

10. **Soil Conditions.** Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
11. **Copyright.** All Work Product identified in this Agreement as within the Scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.
12. **Staking Services.** Staking services will be provided at no less than a 4 hour minimum for each jobsite trip.

Contractor Responsibilities

13. **Job Site Conditions.** The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Consultant.
14. **Utilities.** Plans prepared by the Consultant commonly show the location of existing underground utilities in an approximate way only. Client agrees that in accordance with generally accepted construction practices, the construction contractor shall determine the exact location of all existing utilities before commencing work and shall be fully responsible for any and all damages occasioned by this failure to locate and preserve said utilities.

15. **Potholing Coordination.** Potholing contractor shall be responsible for all damages, safety issues and/or repairs resulting from their work and Consultant shall be held harmless from any claims resulting from contractor's performance.
16. **Construction Observation.** Drawings prepared by Consultant shall be in accordance with currently accepted industry and agency standards. Consultant has no control over the Contractor's means or methods; and unless Consultant is engaged to perform full-time, on-site observation, Consultant cannot represent that the construction is completed in accordance with the approved drawings or appropriate specifications. Unless Consultant is performing full-time, on-site observation, Consultant's responsibility as the Civil Engineer of Record is limited to the design at the onset of construction. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety, and the Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant employees.
17. **Quality of Performance.** Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is the Consultant responsible for their acts or omissions.
18. **Changed Conditions.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

MSA CONSULTING, INC.

STANDARD CONTRACT PROVISIONS

Accounting Practices

19. **Time of Billing.** All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in agreement. A mechanics lien may be filed for any invoice remaining unpaid after ninety (90) days from date of invoice.
20. **Billing Agreement.** Client hereby agrees that the balance as stated on the billing from the Consultant to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of the making of the billing notifies Consultant in writing of the particular time that is alleged to be incorrect.
21. **Late Charges.** A late payment finance charge will be computed at the periodic rate of 1.0% per month, which is an annual percentage rate of 12% and will be applied to any unpaid balance commencing forty-five (45) days after the date of the original invoice.
22. **Payment/Submittal.** Unless otherwise specified in this Agreement, Consultant shall be entitled to payment of all outstanding invoices (85% of total design fee, if fixed price contract) prior to submittal of drawings to review agencies for plan checking. Consultant reserves the right to withhold release of plans until such payments are received.
23. **Payment/Project Termination.** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. If directed by Client to restart work on project at a later date, Consultant may be entitled to a restart fee to be negotiated prior to start of work.
24. **Payment Contingency.** This Agreement shall not be conditioned upon financing. Client represents that it has adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.
25. **Advance Fees.** Retainers or advance fees may be credited against final invoice for Clients in good standing. Consultant may apply advance fees against any unpaid invoices or Client initiated contract overruns.

Additional Services/Compensation

26. **Change of Services.** Client acknowledges that the Services described in Scope of Services, attached, are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If Consultant determines that changed field or other conditions reasonably require or otherwise justify the provision of services in addition to those specified in this Agreement (such services to be referred to hereafter as "Additional Services"), Consultant shall by whatever means Consultant deems reasonable under the circumstances attempt to notify Client of the nature of such changed field or other conditions and the need for Additional Services. Regardless if Consultant successfully notifies Client of the changed field or other conditions and the need for Additional Services, Client authorizes Consultant to provide the Additional Services and agrees to pay for same at the hourly fee schedule* set forth attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.
27. **Verbal Requests.** For any work performed which is outside the original Scope of Work of this agreement, when verbally directed by Client's duly authorized representative or agent, the Consultant will be entitled to compensation on a time and materials basis*.
28. **Non-Basic Services.** Contract fees presented in this agreement shall be for scope of services specified. Assistance provided Client after plans are completed such as responding to contractor inquiries, assisting with bidding process, clarifying or interpreting design documents, coordinating with utility companies, providing cost estimates other than as described under Basic Services and providing construction support services other than normal construction staking services, shall be billed as Additional Services in accordance with prevailing hourly fee schedule*.
29. **Meetings/Data Transfers.** Unless specified as a Basic Service in the Scope of Work of this Agreement, meetings and computer data transfers shall be charged as Additional Services in accordance with prevailing hourly fee schedule*. Meetings shall include both Client and project team meetings, as well as agency meetings. Data

MSA CONSULTING, INC.

STANDARD CONTRACT PROVISIONS

transfers shall include time spent importing and editing data from project design team members, creating and distributing data files to agencies, Client and team members as required.

30. **Fees/Reproduction.** The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement. Blueprints and reproductions shall be invoiced to Client at 1.20 times actual cost. Any such fees advanced by Consultant shall be invoiced to Client at 1.05 times actual cost.
31. **Payment for Work after Agency approval.** Any work performed beyond the point of agency approval of the plans, will be performed on an hourly basis*.
32. **Restaking.** In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services*.
33. **Locating, Referencing or Resetting Monuments.** In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as Extra Services*. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.
34. **Records of Survey.** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as Extra Services*.

* Additional/Extra Services, if required, shall be subject to the terms and conditions of the Agreement as if specifically provided for herein, and shall be performed on an hourly basis per the hourly rate schedule attached and in addition to any fixed fee agreed upon.

Contractual Disputes/Remedies

35. **Lien Rights.** The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this agreement.
36. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant's services are substantially completed.
37. **Defense Costs.** In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of Consultant.
38. **Litigation Costs.** Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
39. **Government Delays.** The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.

MSA CONSULTING, INC.
STANDARD CONTRACT PROVISIONS

40. **Consultant's Obligations regarding Project Approvals.** It is agreed Consultant's obligations to Client are to complete services in a timely manner within their control. While Consultant and Client are in mutual agreement to cooperate, and participate in obtaining necessary project approvals, it is agreed that Consultant cannot be liable for local or State government guidelines, regulations and approvals or responsible for the performance of the Client or other consultants, team members or agencies that may affect the outcome or completion date of the project.
41. **Government Changes.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an advisor in all governmental relations.
42. **Consultant's Liability.** It is agreed that Consultant's liability to Client and all other parties for claims arising from Consultant's performance or alleged failure to perform the services described in this Agreement shall be limited. The total aggregate liability of Consultant to Client and others shall be limited to the proceeds available from the Consultant's professional liability insurance policy in effect.

Indemnification/Hold Harmless

43. **ALTA Surveys.** Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement or certificate on the survey documents that differs from Consultant's standard format. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.
44. **Job-Site Conditions.** Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged in connection therewith, except liability arising from the sole negligence or willful misconduct of Consultant.

45. **Hazardous Materials Waiver.** Unless otherwise provided in the Agreement, the Consultant and any subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
46. **Civil Engineer of Record.** The civil engineering firm providing construction surveying and/or field observations during construction shall assume the responsibility of Civil Engineer of Record.

Suspension/Termination of Agreement

47. **Stop Work.** If the Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give ten days' written "Stop Work" notice to the Client. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
48. **Breach of Contract.** In the event Client fails to pay Consultant within sixty (60) days after invoices are rendered, Client agrees that Consultant shall have the right to consider said default a total breach of this agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services provided by Consultant.
49. **Termination – Consultant.** The Consultant shall have the right to terminate this agreement without cause, upon ten (10) working days advance written notice to the Client.

MSA CONSULTING, INC.
STANDARD CONTRACT PROVISIONS

50. **Termination – CLIENT.** The CLIENT shall have the right to terminate this agreement without cause, upon ten (10) working days advance written notice to the Consultant.
51. **Termination Payment Provisions.** In the event this agreement is terminated by any party for any reason, the Consultant shall be paid by the Client for all services provided on the time and material basis of work completed and not previously paid for, on the date notice of termination is given. Should dispute arise between the parties as to the work completed by the Consultant the Client shall have the right to audit the cost records and time records of the Consultant to the extent that they relate to the services provided hereunder.

Acceptance and Commencement

52. **Assignment.** Neither the Client nor Consultant shall assign his interest in this agreement without the written consent of the other.
53. **Validity.** In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
54. **Personal Guarantee.** It is the practice of this office, when providing services to closely held corporations, partnerships or limited liability companies, to require the major shareholders, partners or members to assume responsibility for payment of our fees in the event the entity does not have sufficient resources. Your signature on this agreement constitutes your guarantee to be personally liable for all indebtedness incurred in relation to this agreement. Guarantor recognizes, understands, and agrees that this guarantee may not be revoked or rescinded if balance remains owed and outstanding and Guarantor hereby waives his or her subrogation and/or recovery rights.
55. **Communications Risk.** Consultant intends to use state of the art communications devices to the fullest extent possible, i.e., e-mail, document transfer by computer, cellular telephones, and facsimile transfers. The use of such devices under current technology may place your confidences and privileges at risk. The effectiveness involved in use of these devices outweighs the risk of accidental disclosure. Your signature on this agreement constitutes your consent to the use of these devices.

56. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.