



PALM SPRINGS CEMETERY
D I S T R I C T

**Request for Proposals for
Cemetery Security Services
at Desert Memorial Park**

Date Released: May 19, 2026

Proposals must be received no later than 4:00 P.M.
PST Tuesday, May 26, 2026,
at the following address:

Palm Springs Cemetery District
Attn: Kathleen Jurasky, District Manager
31-705 Da Vall Drive, Cathedral City, CA 92234
info@pscemetery.com

**Palm Springs Cemetery District
Request for Proposals for Cemetery Security
Services at Desert Memorial Park**

Due: Tuesday, May 26, 2026

The Palm Springs Cemetery District is requesting written qualifications from Security Service Providers for the provision of comprehensive Cemetery Security Services at Desert Memorial Park to enhance public safety. Desert Memorial Park is located at 31-705 Da Vall Drive, Cathedral City, California (hereinafter referred to as Desert Memorial Park or District Property).

The Palm Springs Cemetery District (District) is a public cemetery located in the City of Cathedral City, County of Riverside, State of California.

The District is issuing this Request for Proposals (RFP) for comprehensive Cemetery Security Services at Desert Memorial Park with the intent to award a contract, on an independent contractor's basis, for security personnel and services in connection with safeguarding Desert Memorial Park to ensure the safety of staff, patrons, visitors, and other persons engaged in activities at Desert Memorial Park, to address criminal activity and to achieve consistent public safety coverage at Desert Memorial Park.

I. SCOPE OF SERVICES

Service Provider shall furnish the District with security personnel and services at Desert Memorial Park as follows:

1. Provide private patrol officer with vehicle and radio; and
2. Provide drive-through patrols of the District Property and keep the District Property clear of any trespassers; and
3. Patrol the District Property as follows:
 - (a) On Monday through Friday, from 7:00 a.m. to 3:00 p.m. daily; and
 - (b) On Monday through Friday, two (2) times per day between 3:00 p.m. and 5:00 p.m. daily, or such other times as designated by the District verbally or in writing; and
 - (c) On Saturday and Sunday, four (4) times per day between 2:30 p.m. and 6:00 p.m. daily, or such other times as designated by the District verbally or in writing; and
4. Between 5:00 p.m. and 6:00 p.m. daily, or such other times as designated by the District verbally or in writing:

- (a) Secure the grounds of the District Property; and
 - (b) Confirm there are no visitors located on the District Property; and
 - (c) At closing time, make sure the gates are locked at the District Property. The closing time will be as designated by the District verbally or in writing; and
5. Report any criminal activity found to the police, and report any security matters to the District's General Manager as soon as possible, making arrests as necessary; and
6. A security guard shall be on call twenty-four (24) hours per day.

All security personnel are to abide by a Code of Conduct provided by the hiring company to the District. The Code of Conduct must be provided to the District concurrently with its proposal.

All security personnel must pass all legally required background checks required by the hiring company in accordance with applicable law.

II. THE PROPOSAL

Each proposal must include the following information:

1. Organization, Credentials and Experience:
 - (a) Provide a summary of the company's qualifications, credentials and experience related to the services requested.
 - (b) Describe the size of your company and indicate the principal company official(s) and other personnel who will be assigned to provide the services requested.
 - (c) Provide a list of three of the company's prior clients with contact information (names, titles, addresses, phone numbers and email addresses) for the appropriate persons at the client organization that the District can contact.
2. Understanding of the Scope of Services: Provide a narrative reflecting the company's understanding of the Scope of Services and a detailed proposal to implement the services requested.
3. Service Provider Agreement: The selected company must use and comply with the terms and conditions of the District's Service Provider Agreement attached to this RFP, which Service Provider Agreement is subject to modification as determined by the District in its sole discretion.

4. Insurance: If selected, the company must be able to supply a Certificate of Liability Insurance that also lists the District as an additional insured.
5. Litigation: The company must provide a list of past, current, or pending litigation resulting from professional services rendered over the past five (5) years. If a court or an arbitrator rendered a decision, state the results.
6. Total Fees and Costs: Provide the total amount of fees and costs to provide the services requested by this RFP. If selected, payment of compensation will be made by the District on a monthly basis.

III. PROPOSAL PROCEDURE

1. Clarifications: The District will respond to requests for clarification to the RFP in written Addendum(s), as needed. Inquiries should be directed by email only to Kathleen Jurasky at info@pscemetery.com. No verbal requests will be accepted. All requests for clarification must be received by **Thursday, May 21, 2026, at 4:00 p.m.** Addendum(s) will be added to the District's website, <https://www.pscemetery.com> by close of business on **Friday, May 22, 2026**. The District will not conduct a pre-bid walk-through.
2. Submittal: The company must provide one (1) copy of the complete proposal to:

Palm Springs Cemetery District
Attn: Kathleen Jurasky, District Manager
31-705 Da Vall Drive, Cathedral City, CA 92234
info@pscemetery.com

Proposals may be submitted digitally via email to info@pscemetery.com. If submitting through email, please do not exceed 40MB.

All proposals are due no later than **4:00 p.m. on Tuesday, May 26, 2026**. All proposals received after the deadline will be considered non-responsive. The District reserves the right to extend the deadline or to accept a late submittal with good cause shown.

3. Response Preparations: No reimbursement will be made by the District for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and shall become the property of the District.
4. Right to Reject Proposals: Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the organization selected. The District reserves the right without prejudice to reject any or all proposals.

ATTACHMENTS:

1. (Template) Service Provider Agreement

**SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE PALM SPRINGS CEMETERY DISTRICT
AND**



THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is made and entered into this [redacted] day of [redacted], 2026 (“Effective Date”), by and between the Palm Springs Cemetery District, a public cemetery located in the City of Cathedral City, County of Riverside, State of California (“District”), and [redacted], a [redacted] authorized to conduct business in California (“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 requires safeguards in order to ensure the safety of staff, patrons, visitors, and other persons engaged in activities on the District Property; and

WHEREAS, the District desires to retain the services of a qualified security service provider to provide to the District, on an independent contractor’s basis, security personnel and services in connection with safeguarding Desert Memorial Park to ensure the safety of staff, patrons, visitors, and other persons engaged in activities at Desert Memorial Park, to address criminal activity and to achieve consistent public safety coverage at Desert Memorial Park; and

WHEREAS, on May 19, 2026, the District issued a Request for Proposals (“RFP”) for comprehensive Cemetery Security Services at Desert Memorial Park; and

WHEREAS, Service Provider submitted a proposal to the RFP (“Proposal”), which Proposal was reviewed in detail and selected by the District; and

WHEREAS, the Parties now desire to enter into this Agreement for Service Provider to provide security personnel and services 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. RECITALS

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

Section 2. SCOPE OF SERVICES

During the Term of this Agreement, Service Provider shall provide to the District the security personnel and services as set forth and described in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (collectively, "Services"). After the Effective Date, the Services shall commence on [REDACTED], 2026.

Section 3. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until either Party hereto terminates this Agreement in accordance with Section 13 of this Agreement ("Term").

Section 4. COMPENSATION

During the Term of this Agreement, the District shall pay an amount not-to-exceed [REDACTED] Dollars (\$) [REDACTED] per month for the Services rendered by Service Provider pursuant to this Agreement. Payments owed to Service Provider under this Agreement will be pro-rated for any month where Services are provided for less than a full month. Payments will be made in accordance with the payment procedures set forth in this Agreement.

Section 5. 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 monthly rate set forth in Section 4 above.

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.

Section 6. 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.

Section 7. 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 8. QUALIFICATIONS

Service Provider represents that it and its personnel 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.

Section 9. WARRANTY

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.

Section 10. 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 his or her designee.

Section 11. COMPLIANCE WITH LAWS

Service Provider shall comply with all local, state and federal laws, rules and regulations applicable to the Services required hereunder, including any law, rule, regulation, or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

Section 12. INSURANCE REQUIREMENTS

a. Policies. 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 12.c.(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. 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. This provision shall not apply if Service Provider has no employees performing work under this Agreement. If Service Provider has no employees for the purposes of this Agreement, Service Provider shall sign the Certificate of Exemption from Workers' Compensation Insurance attached hereto as Exhibit "B" and incorporated herein by this reference. 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.

(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 of or 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 and independent contractors, 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, and independent contractors. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute with it.

(3) This insurance coverages shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(4) The insurer waives all rights of subrogation against the District, its officers, officials, employees, agents, volunteers, and independent contractors.

(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, and independent contractors.

(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.

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.

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 12.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.

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 and independent contractors.

Section 13. 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 thirty (30) 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.

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.

Section 14. TIME OF THE ESSENCE

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

Section 15. INDEMNIFICATION

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

a. To the fullest extent permitted by law, Service Provider shall 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, 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 the negligent performance or failure to perform by Service Provide or on behalf of Service Provider under this Agreement. The District Indemnitees 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. The foregoing indemnity obligation of Service Provider shall not apply to the extent any such Claims arise from the established gross negligence or willful misconduct of the District Indemnitees.

b. Service Provider's indemnity obligations provided pursuant to this Agreement shall 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 by Service Provider of this Agreement.

c. 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 12 above.

d. 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.

e. The District Indemnitees will be entitled to participate in the defense of 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 the District Indemnitees. Service Provider will not settle or compromise the defense of any such Claims on behalf of any of the District Indemnitees, or permit a default judgment to be taken against any of the District Indemnitees, without the prior written approval of the impacted District Indemnitees. 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.

Section 16. PRINCIPLE REPRESENTATIVES

a. [REDACTED] 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 shall be 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 17. MODIFICATIONS AND AMENDMENTS

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

Section 18. 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 19. 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 20. NOTICES

a. Any notice to be provided 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 or courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), and addressed to the Parties as follows:

To the District: Kathleen Jurasky
District Manager
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234

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

To Service Provider:

Attn: _____

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 21. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES

No officer, official, agent, 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 22. 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 23. 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 24. 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.

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. 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 without delivering 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, the injured Party shall be entitled to seek any appropriate remedy at law or in equity, including but not limited, damages or specific performance.

Section 28. 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 29. 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 30. 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.

Section 31. EFFECTIVENESS OF AGREEMENT

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

Section 32. 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 33. 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. All individuals signing this Agreement for a Party which 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, covenant to the District that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

Section 34. RECORDS

a. Service Provider shall maintain complete and accurate records with respect to the Services performed by Service Provider under this Agreement, and other such 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 his/her designees at all proper times to such books and records, and give the District Manager or his/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 35. CONFLICT OF INTEREST

Service Provider 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 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 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 36. COUNTERPARTS

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.

**[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:

By: _____
Tim Radigan-Brophy, Chairperson

ATTEST:

By: _____
Lafaye M. Platter, Secretary

APPROVED AS TO CONTENT:

By: _____
Kathleen Jurasky, District Manager

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

By: _____
Kendall D. Levan, General Counsel

SERVICE PROVIDER:

_____ :

By: _____
_____, President

EXHIBIT "A"

SCOPE OF SERVICES

Service Provider shall furnish the District with security personnel and services at Desert Memorial Park as follows:

1. Provide private patrol officer with vehicle and radio; and
2. Provide drive-through patrols of the District Property and keep the District Property clear of any trespassers; and
3. Patrol the District Property as follows:
 - (a) On Monday through Friday, from 7:00 a.m. to 3:00 p.m. daily; and
 - (b) On Monday through Friday, two (2) times per day between 3:00 p.m. and 5:00 p.m. daily, or such other times as designated by the District verbally or in writing; and
 - (c) On Saturday and Sunday, four (4) times per day between 2:30 p.m. and 6:00 p.m. daily, or such other times as designated by the District verbally or in writing; and
4. Between 5:00 p.m. and 6:00 p.m. daily, or such other times as designated by the District verbally or in writing:
 - (a) Secure the grounds of the District Property; and
 - (b) Confirm there are no visitors located on the District Property; and
 - (c) At closing time, make sure the gates are locked at the District Property. The closing time will be as designated by the District verbally or in writing; and
5. Report any criminal activity found to the police, and report any security matters to the District's General Manager as soon as possible, making arrests as necessary; and
6. A security guard shall be on call twenty-four (24) hours per day.

All security personnel are to abide by a Code of Conduct provided by the hiring company to the District.

All security personnel must pass all legally required background checks required by the hiring company in accordance with applicable law.

EXHIBIT "B"

**CERTIFICATE OF EXEMPTION
FROM WORKERS' COMPENSATION INSURANCE**

I certify that, in the performance of the Services to be performed by [redacted] for the Palm Springs Cemetery District, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Name & Signature

Date: _____, 2026