

PALM SPRINGS CEMETERY DISTRICT

**AGENDA
SPECIAL MEETING
OF THE
BOARD OF TRUSTEES**

Wednesday, November 10, 2015 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].

1. CALL TO ORDER

2. ROLL CALL

3. 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 stepping to the lectern and giving his or her name and city of residence for the record. Unless additional time is authorized by the Board of Trustees, remarks on Agenda items shall be limited to 3 minutes. **If you wish to speak on an agenda item, please wait to be recognized by the Presiding Officer when that Agenda item is opened for public comments.**

4. 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.

5. 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 October 7, 2015 Special Meeting Minutes.

b. Approval of October Expenditures

General Fund		\$ 84,912.33
October Reimburse Voucher 1507	\$ 35,611.61	
October Reimburse Voucher 1508	\$ 24,350.54	
October Reimburse Voucher 1509	\$ 23,104.02	
Accumulative Capital Outlay		\$ 7,674.59
Prior Reimbursement Voucher	\$ 924.59	
October Reimburse Voucher 1506	\$ 6,750.00	

Total October 30, 2015 Expenditures Checks & Visa/Debit Card		
20494-20531 & Direct Deposits (Payroll)		\$ 92,586.92

c. Financial Reports as of October 31, 2015 (F-1 thru F-15)

6. ADMINISTRATIVE CALENDAR

- a. District Investment General Overview & Update – Neal Wilson, Vice President Investments Union Banc
- b. Review for Discussion and Possible Approval Design Development, Construction Documents and Construction Phase Services Desert Landscape Interment Site – RGA Landscape Architects, Inc.
- c. Compensation Agreement – City of Desert Hot Springs Site #3 and Site #2
- d. Authorized Signature List for Riverside County
- e. Discussion for Possible Approval – Photo of Deceased and Additional Persons on Headstone
- f. Dia de los Muertos~Day of the Dead Celebration November 1, 2015 – Report District Manager Jurasky
- g. Da Vall Drive Entry Remodel – Update
- h. Possible Pet Cemetery – Update

7. LEGISLATIVE CALENDAR

- a. Resolution 09-2015, To Add Trustee Mallotto and Delete Stettler to/from Bank Signature Cards.

8. BOARD DISCUSSION – None

9. PUBLIC HEARING CALENDAR – None

10. REPORTS

- a. Trustees
- b. Manager

11. FUTURE AGENDA ITEMS

- a. Discussion in 2016/2017 – 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. Strategic Planning Study Session
- d. Marketing

12. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE

- a. Conference with Labor Negotiators Regarding Unrepresented Employee Pursuant to Government Code Section 54954.5 (f).

Position: District Manager

13. CLOSED SESSION ANNOUNCEMENT

14. ADJOURNMENT

THIS NOTICE OF AGENDA IS HEREBY CERTIFIED TO HAVE BEEN POSTED AT OR BEFORE 2:00 P.M., Sunday, October 4, 2015

**PALM SPRINGS CEMETERY DISTRICT
MINUTES
BOARD OF TRUSTEE SPECIAL MEETING**

DATE: October 7, 2015

TIME: 2:00 P.M.

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

1. CALL TO ORDER The meeting was called to order by Chairperson Pye at 2:00 P.M.

2. ROLL CALL

Present: Jan Pye, Chair
Lenny Pepper, Vice Chair
John M. Lea, Secretary
Jane Alcumbrac, Member
Lynn T. Mallotto, Member

Also Present: Kathleen Jurasky, District Manager

3. PUBLIC COMMENTS - None

4. CONFIRMATION OF AGENDA Motion was made by Trustee Pepper, seconded by Trustee Lea to approve the Agenda as presented. Motion carried, vote 5-0 Alcumbrac, Lea, Mallotto, Pepper and Pye.

5. CONSENT CALENDAR Motion was made by Trustee Pepper, seconded by Trustee Mallotto to approve the Consent Calendar as presented. Motion carried, roll call 5-0 Alcumbrac, Lea, Mallotto, Pepper and Pye.

6. ADMINISTRATIVE CALENDAR **a. District Investments General Overview & Update – Neal Wilson, Vice President Investments Union Banc** Neal Wilson gave an overview of the District investments and stated that they are currently up approximately \$8,000.00 compared to the previous quarter. He said that he has shifted some of the District funds into CD's for better rates. Following a discussion the report was received and filed.

b. Discussion for Approval to Appoint Trustee Alcumbrac District Treasurer Following a discussion motion was made by Trustee Pepper, seconded by Trustee Lea to approve appointing Trustee Alcumbrac as District Treasurer until elections at the December 2015 board meeting. Motion carried, vote 5-0 Alcumbrac, Lea, Mallotto, Pepper and Pye.

c. Review for Discussion and Possible Approval Desert Landscape Interment Site – Concept Design Plan/Robert Parker, RGA Landscape Architects, Inc. and District Manager Jurasky District Manager Jurasky stated that it has been a pleasure working the RGA Team and Mike Fontana to get to the design being presented to the Board. She then turned the discussion over to Ron Gregory. Mr. Gregory thanked the Board for giving his firm the opportunity to work on the design. He reviewed the two conceptual parts to the plans explaining the different components of the design and their functions. Mr. Gregory reviewed the interment and niche sections, trees, plantings and raised planters, walkways, seating, walls, plaza, circular turn-around and water feature.

Following a discussion District Manager Jurasky was directed to proceed with the project.

d. Review for Discussion and Approval Billboard Advertising Proposals – Lamar Advertising Company District Manager Jurasky reviewed the proposal and explained the different cost structures. Following a discussion District Manager Jurasky was directed to contact PR firms to give presentations and estimated costs at the April 2016 Board meeting for possible advertising campaigns.

6. ADMINISTRATIVE CALENDAR - continued

e. Review for Discussion and Possible Approval Contract Renewal and Compensation Request – Kirkpatrick Landscaping Services, Inc. or Denial of Request and Approve Seeking Bids (RFP's) Following a discussion District Manager Jurasky was directed to seek bids.

f. Discussion for Approval – Change Date Only of the November 12, 2015 Board Meeting District Manager Jurasky stated that the November board meeting falls on a day of the eFile Cabinet 1st Annual EDGE Conference, and she requested a date change. Following a discussion motion was made by Trustee Alcumbrac, seconded by Trustee Pepper to change the meeting date to November 10, 2015. Motion carried 4-0, Alcumbrac, Lea, Mallotto, Pepper and Pye. Motion carried, vote 5-0. Alcumbrac, Lea, Mallotto, Pepper and Pye.

g. eFile Cabinet 1st Annual EDGE Conference – November 11-13, 2015 in Las Vegas, NV Following a discussion motion was made Trustee Pepper, seconded by Trustee Lea to approve District Manager Jurasky and Administrative Assistant Brown attending the eFile Cabinet 1st Annual EDGE Conference – November 11-13, 2015 in Las Vegas, NV. Motion is to include all necessary expenses. Motion carried, roll call 5-0. Alcumbrac, Lea, Mallotto, Pepper and Pye.

h. Review for Discussion and Approval – Trustee Annual Year-End Meeting Luncheon Following a discussion motion was made by Trustee Pepper, seconded by Trustee Pye to approve scheduling the Trustee Annual Year-End Meeting Luncheon for 11:30 a.m. Thursday, December 10, 2015 at Spencer's Restaurant. District Manager Jurasky was directed to handle the scheduling with the restaurant and invitation to George Stettler and the usual attendees. Motion carried, roll call 5-0. Alcumbrac, Lea, Mallotto, Pepper and Pye.

i. Da Vall Drive Entry Remodel – Update District Manager Jurasky reported Tom Doczi, TKD & Associates and Mike Fontana is in the process of obtaining estimated costs for construction.

j. Possible Pet Cemetery – Update District Manager Jurasky reported that she hasn't received the letter of support from Supervisor Benoit's office. Following a discussion District Manager Jurasky was directed to contact his staff person.

7. LEGISLATIVE a. Resolution 08-2015, Transfer Interment Rights & Costs from PN to ACO & GF Motion was made by Trustee Pepper, seconded by Trustee Alcumbrac to approve Resolution 08-2015 transferring \$18,120.38 from PreNeed Fund, 51265 to the General Fund, 51270 and \$6,350.00 from PreNeed Fund, 51265 to Accumulative Capital Fund, 51275. Motion carried, vote 5-0, Alcumbrac, Lea, Mallotto, Pepper and Pye.

8. BOARD DEVELOPMENT a. Assessing Governing Board Effectiveness Recap District Manager Jurasky review the final results of the survey and discussed the items with comments. She reported that the final results were the as a whole is very effective and doing a commendable job as Board members.

9. PUBLIC HEARING CALENDAR – None

10. REPORTS a. Trustee Report Trustee Lea reported that since the Veterans Day Service at DMP has been cancelled, the Color Guard at Post 519 would like to perform symbolic ceremony at 11:00AM on Wednesday, November 11, 2015. The stated that he would be talking with them to get confirmation, and inform District Manager Jurasky of their schedule.

Trustee Lea gave a report on the CSDA Annual Conference which was held in Monterey, CA in September. He said they had some good speakers who discussed water issues/concerns, and employee/employer relations.

He also reported that he will not seek reappointment to the Board when his term ends on June 30, 2016.

Trustee Lea informed the Board that he would be on a vacation cruise, and not be in attendance at the November Board meeting.

Trustee Pye informed the Board that PSCD was awarded Excellence in Transparency and Recertification for District of Distinction.

She also said that she would like a press release for Lynn Mallotto's appointment as Trustee to the Board. District Manager Jurasky stated that she has already prepare it, and that she's waiting on Trustee Mallotto to have her photo taken. District Manager Jurasky said that a photo shot has been arranged with Ethan Kaminsky who is waiting on confirmation of a date and time

b. Manager Report – District Manager Jurasky reported that even though the Veterans Day Service has been cancelled the Palm Springs Boys & Girls Club and Cubs Scouts will post the flags throughout the cemetery.

District Manager Jurasky reviewed the meeting she had as a follow-up with Antara Energy, and explained that their proposal and energy savings for the District verses the cost for installation of solar doesn't pencil out.

11. FUTURE AGENDA ITEMS a. Discussion in 2015/2016 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. Strategic Planning Study Session No action taken

12. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE– Safe Harbor language was read by Trustee Pye, Chairperson Convened into Closed Session at 3:30 P.M.

a. Conference with Labor Negotiators Regarding Unrepresented Employee Pursuant to Government Code Section 54954.5 (f).

Position: District Manager

13. CLOSED SESSION ANNOUNCEMENTS Returned to Open Session at 3:42 PM No reportable action

14. ADJOURNMENT Meeting was adjourned by Trustee Pye at 3:42 P.M. The next special board meeting is scheduled for 2:00 P.M., Tuesday, November 10, 2015.

DATE: _____

John M. Lea, Secretary

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal - General Fund
For the Period From Oct 1, 2015 to Oct 31, 2015

Date	Check #	Line Description	Debit Amount	Credit Amount
10/1/15	20494	Oct 2015 PSCD Employee Health Insurance Expense	5,494.54	
		Oct 2015 Employee Portion of Health Insurance	515.97	
		P.E.R.S.		6,010.51
10/1/15	20495	Oct 2015 PSCD Employee Dental Insurance Expense	518.72	
		STANDARD INSURANCE COMPANY RB		518.72
10/1/15	20496	K Jurasky Extra Health Insurance 9/4/15 & 9/18/15: ir	203.78	
		COLONIAL LIFE		203.78
10/1/15	20497	Oct 2015 PSCD Employee Vision Insurance	77.44	
		METLIFE- GROUP BENIFITS		77.44
10/1/15	20498	Oct 2015 PSCD Employee Life Insurance Expense	61.12	
		STANDARD INSURANCE COMPANY RQ		61.12
10/6/15	20499	Web Hosting 4th Quarter 2015: Invoice 11451	135.00	
		PALMER INTERNET		135.00
10/6/15	20500	Janitorial Service	250.00	
		JAMILETH MOYA		250.00
10/6/15	20501	Remove Pine Tree in B-08	760.00	
		ANDY'S LANDSCAPE & TREE SERVICE, INC		760.00
10/6/15	20502	Oct 2015 Security Patrol: Invoice 1510133	725.00	
		MAXWELL SECURITY SERVICES		725.00
10/6/15	20503	Trash Service Oct 2015	328.70	
		BURRTEC WASTE & RECYCLING SVCS		328.70
10/6/15	20504	Copier Contract Maintenance: Invoice AR134215	43.52	
		DESERT BUSINESS MACHINES		43.52
10/6/15	20505	Sales Tax 7/1/15 to 9/30/15	854.00	
		STATE BOARD OF EQUALIZATION		854.00
10/6/15	20506	Sept 2015 Contract Maintenance: Invoice 1021	14,550.00	
		KIRKPATRICK LANDSCAPING SERVICES INC		14,550.00
10/6/15	20507	90% Billing- Conceptual Design- Desert Landscape Pr	6,750.00	
		REGA ARCHITECTS, INC		6,750.00
10/7/15	20508	Sun City Palm Desert Residential Directory: Invoice 0f	755.00	
		MARCOA Publishing, Inc		755.00
10/7/15	20509	Irrigation System Repairs: Invoice 444642	17.17	
		EWING IRRIGATION PRODUCTS, INC		17.17
10/12/15	20510	Well Replenishment	1,948.80	
		COACHELLA VALLEY WATER DIST		1,948.80
10/12/15	20511	WMC Usage	379.29	
		DESERT WATER AGENCY		379.29
10/12/15	20512	Interim Billing on Audit 6/30/15: Invoice 30100	7,500.00	
		LUND & GUTTRY LLP		7,500.00
10/12/15	20513	Janitorial Supplies (Paper Towels / T Paper / Hand So	238.14	
		WAXIE SANITARY SUPPLY		238.14

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal - General Fund
For the Period From Oct 1, 2015 to Oct 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Line Description</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
10/12/15	20514	1 M Connection Well #2; Invoice INV00051624 (# SR) SKY RIVER COMMUNICATIONS INC	138.00	138.00
10/21/15	20515	YELLOW PAGES DEX MEDIA	185.85	185.85
10/21/15	20516	MONTHLY PEST CONTROL WESTERN EXTERMINATOR	67.50	67.50
10/21/15	20517	PHONE CHARGES VERIZON COMMUNICATIONS	368.74	368.74
10/21/15	20518	ADMIN BUILDING 559833-884768 #180819-512108 FIRE PROTECTION 559831-684770 COACHELLA VALLEY WATER DIST	67.47 19.29 20.30	107.06
10/21/15	20519	1 M CONNECTION 11/01/2015 - 11/30/2015 INVOIC SKY RIVER COMMUNICATIONS INC	138.00	138.00
10/21/15	20520	REPLACED DIESEL TANK HOSE INVOICE # W59 WESTERN PUMP	405.08	405.08
10/21/15	20521	SATURDAY BURIAL 10/03/2015 INVOICE # 1100 KIRKPATRICK LANDSCAPING SERVICES INC	300.00	300.00
10/21/15	20522	6 #5 BELL LINER: INVOICE # IN024629 6 #5 VAULT DELIVERY FEE WHITED CEMETERY SERVICE	714.00 984.00 100.00	1,798.00
10/21/15	20523	WELL #2 WMC DA VALL GATE WELL #4 ADMIN BLDG SERVICE CHARGE SOUTHERN CALIF EDISON CO	398.33 27.26 52.59 3,361.32 1,026.21 53.00	4,918.71
10/22/15	20524	New Tire Ford Pickup: Invoice 2030138242 PARKHOUSE TIRE, INC.	395.89	395.89
10/22/15	20525	Water Cooler Lease 10/16 to 11/15/15: Invoice AR1347 DESERT BUSINESS MACHINES	29.43	29.43
10/29/15	20526	Oct 2015 Fountain Service: Invoice 016907 ELOY'S POOL SERVICE & REPAIRS	40.00	40.00
10/29/15	20527	Bottled Water & Supplies: Invoice 05J0032777377 READY REFRESH BY NESTLE	40.34	40.34
10/29/15	20528	VPN Connection 9/1/15 to 9/30/15: Invoice 9990107000 RIVERSIDE COUNTY INFORMATION TECHNOLOGY	9.10	9.10
10/29/15	20529	Courier Service: Invoice 2926272 GOLDEN STATE OVERNIGHT	77.83	77.83
10/29/15	20530	Oct 2015 Maintenance : Invoice 1510-3316 SOUTH WEST PUMP & DRILLING	150.00	150.00

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal - General Fund
For the Period From Oct 1, 2015 to Oct 31, 2015

Date	Check #	Line Description	Debit Amount	Credit Amount
10/29/15	20531	Conceptual Design: Desert Landscape Project - Final 1 Reimbursable Expenses RGA ARCHITECTS, INC	750.00 174.59	924.59
10/9/15	DEBIT JL	CAPC VENTURA (AZTEC RENT A CAR) COMPANY DEBIT CARD	265.97	265.97
10/9/15	DEBIT JL	CAPC VENTURA (AZTEC RENT A CAR) COMPANY DEBIT CARD	48.00	48.00
10/9/15	DEBIT JL	CAPC VENTURA (GSE 76) COMPANY DEBIT CARD	17.50	17.50
10/9/15	DEBIT JL	CAPC VENTURA (MR GOODLUNCH) COMPANY DEBIT CARD	14.36	14.36
10/13/15	DEBIT JL	CAPC VENTURA (CROWN PLAZA) COMPANY DEBIT CARD	262.24	262.24
10/13/15	DEBIT JL	CAPC VENTURA (GLDN ST PETRO) COMPANY DEBIT CARD	16.60	16.60
10/9/15	DEBIT JP	CAPC VENTURA (MR GOODLUNCH) COMPANY DEBIT CARD	12.75	12.75
10/13/15	DEBIT JP	CAPC VENTURA (CROWN PLAZA) COMPANY DEBIT CARD	262.24	262.24
10/1/15	DEBIT KJ	HPreg LaserJet Pro P1102W Printer for Assist Office COMPANY DEBIT CARD	106.81	106.81
10/1/15	DEBIT KJ	Copy Paper & Colored Paper & Colored Printer Ink (: COMPANY DEBIT CARD	434.60	434.60
10/15/15	DEBIT KJ	(2) ROLLS Stamps (CC Post Office) & Certified Posta COMPANY DEBIT CARD	104.74	104.74
10/19/15	DEBIT KJ	Lunch & Meeting with Trustee Jan Pye (Spencers) COMPANY DEBIT CARD	53.09	53.09
10/26/15	DEBIT KJ	Staff Lunch & Safety Meeting (Nicolinos) COMPANY DEBIT CARD	107.46	107.46
10/30/15	DEBIT KJ	AT & T Data Monthly Connection Fee COMPANY DEBIT CARD	25.00	25.00
10/2/15	DEBIT KJ	OFFICE SUPPLIES (STAPLES) COMPANY DEBIT CARD	92.86	92.86
10/13/15	DEBIT KJ	CAPC VENTURA (CROWN PLAZA) COMPANY DEBIT CARD	262.24	262.24
10/13/15	DEBIT KJ	CAPC VENTURA (PEIRANO'S BISTRO) COMPANY DEBIT CARD	168.20	168.20
10/16/15	EDD TAX	SIT P/R 10/1 to 10/14/15 Paid 10/16/15 SDI P/R 10/1 to 10/14/15 Paid 10/16/15 EMPLOYMENT DEVELOPMENT DEPT	294.98 109.54	404.52

PALM SPRINGS CEMETERY DIST
Cash Disbursements Journal - General Fund
For the Period From Oct 1, 2015 to Oct 31, 2015

<u>Date</u>	<u>Check #</u>	<u>Line Description</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
10/30/15	EDD TAX	SIT P/R 10/15 TO 10/28/15 Paid 10/30/15 SDI P/R 10/15 to 10/28/15 Paid 10/30/15 EMPLOYMENT DEVELOPMENT DEPT	218.01 107.72	325.73
10/2/15	EDD TAX:	CA Edu & Training P/R 9/17/15 to 9/30/15 Paid 10/2/15 SUI P/R 9/17/15 to 9/30/15 Paid 10/2/15 EMPLOYMENT DEVELOPMENT DEPT	1.27 59.67	60.94
10/16/15	EDD TAX:	Ca Edu & Training P/R 10/1 to 10/14/15 Paid 10/16/15 SUI P/R 10/1 to 10/14/15 Paid 10/16/15 EMPLOYMENT DEVELOPMENT DEPT	1.79 84.29	86.08
10/30/15	EDD TAX:	CA Edu & Training P/R 10/15 to 10/28/15 Paid 10/30/15 SUI P/R 10/15 to 10/28/15 Paid 10/30/15 EMPLOYMENT DEVELOPMENT DEPT	0.91 42.73	43.64
10/2/15	EXPRESS	FIT P/R 9/17/15 to 9/30/15 Paid 10/2/15 Social Security P/R 9/17/15 to 9/30/15 Paid 10/2/15 Medicare P/R 9/17 to 9/30/15 Paid 10/2/15 BANK OF AMERICA	1,030.13 1,416.31 331.26	2,777.70
10/16/15	EXPRESS	FIT P/R 10/1 to 10/14/15 Paid 10/16/15 Social Security P/R 10/1 to 10/16/15 Paid 10/16/15 Medicare P/R 10/1 to 10/14/15 Paid 10/16/15 BANK OF AMERICA	1,162.73 1,509.17 352.96	3,024.86
10/30/15	EXPRESS	FIR P/R 10/15 to 10/28/15 Paid 10/30/15 Social Security P/R 10/15 to 10/28/15 Paid 10/30/15 Medicare P/R 10/15 to 10/28/15 Paid 10/30/15 BANK OF AMERICA	1,032.24 1,484.33 347.13	2,863.70
10/2/15	EXPRESS	SIT P/R 9/17/15 to 9/30/15 Paid 10/2/15 SDI P/R 9/17/15 to 9/30/15 Paid 10/2/15 EMPLOYMENT DEVELOPMENT DEPT	214.93 102.81	317.74
10/2/15	FEES	P/R Processing Fee P/R 9/17/15 to 9/30/15 Paid 10/2/15 CBIZ PAYROLL	64.77	64.77
10/16/15	FEES	P/R Processing Fee P/R 10/1 to 10/14/15 Paid 10/16/15 CBIZ PAYROLL	104.32	104.32
10/30/15	FEES	P/R Processing Fee P/R 10/15 to 10/28/15 Paid 10/30/15 CBIZ PAYROLL	70.52	70.52
10/31/15		New Order of A/P Checks:	342.64	342.64
10/31/15		Sept Credit Card Expenses Not Included in Sept:	1,505.99	1,505.99
	Total		66,448.12	66,448.12

PALM SPRINGS CEMETERY DIST
Payroll Disbursement Journal-General Fund
For the Period From Oct 1, 2015 to Oct 31, 2015

Date	Reference	Employee	Amount
10/2/15	3229	KATHLEEN JURASKY	1,595.11
10/2/15	3230	JESSE B. MADRIGAL	1,750.43
10/2/15	3231	STEPHANIE C. BROWN	1,117.99
10/2/15	3232	ROGER L. CLARK	1,409.04
10/2/15	3233	SCOTT W. VICKREY	998.97
10/2/15	3234	JUAN F. REYNA	1,382.80
10/16/15	3241	KATHLEEN JURASKY	2,324.27
10/16/15	3242	JESSE B. MADRIGAL	1,750.43
10/16/15	3243	JESSE B. MADRIGAL	247.52
10/16/15	3244	STEPHANIE C. BROWN	1,154.18
10/16/15	3245	ROGER L. CLARK	1,450.00
10/16/15	3246	SCOTT W. VICKREY	1,015.59
10/16/15	3247	JUAN F. REYNA	1,275.38
10/16/15	3248	JANE ALCUMBRAC	91.45
10/16/15	3249	JOHN M. LEA	91.45
10/16/15	3250	LYNN T. MALLOTTO	91.45
10/16/15	3251	LENNY PEPPER	66.45
10/16/15	3252	JAN M. PYE	91.45
10/30/15	3258	KATHLEEN JURASKY	1,595.13
10/30/15	3259	KATHLEEN JURASKY	400.00
10/30/15	3260	JESSE B. MADRIGAL	1,489.55
10/30/15	3261	JESSE B. MADRIGAL	115.72
10/30/15	3262	STEPHANIE C. BROWN	1,127.42
10/30/15	3263	ROGER L. CLARK	1,337.35
10/30/15	3264	SCOTT W. VICKREY	998.98
10/30/15	3265	JUAN F. REYNA	1,170.69
		10/1/15 thru 10/31/15	26,138.80
		10/1/15 thru 10/31/15	26,138.80

September 2015 Visa Card Purchases: Not included on PV 1505 for 9/30/15

DEBIT KJ	Hotel Abrego CSDA Conference- Monterey CA	25.00	
DEBIT KJ	TCA Fasttrak Fee - Managers Conference - Newport Beach ,CA	4.02	29.02
DEBIT KJ	Copy Paper - Staples (Expensed in Sept should have been Oct)	(434.60)	(434.60)
DEBIT JL	Aztec Rent a Car -CSDA Conference - Monterey CA	343.21	
DEBIT JL	Gasoline CSDA Conference - Monterey CA	25.50	
DEBIT JL	Gasoline CSDA Conference - Monterey CA	28.01	
DEBIT JL	Gasoline CSDA Conference - Monterey CA	16.00	
DEBIT JL	Gasoline CSDA Conference - Monterey CA	25.01	
DEBIT JL	Gasoline CSDA Conference - Monterey CA	15.00	
DEBIT JL	Marriott CSDA Conference - Monterey CA	24.00	
DEBIT JL	Hotel Abrego CSDA Conference - Monterey CA	634.17	1,110.90
DEBIT JP	Cabservice CSDA Conference - Monterey CA	19.80	
DEBIT JP	American Airline Bagage Check - CSDA Conference - Monterey CA	25.00	
DEBIT JP	Tap Room Palm Springs Airport - CSDA Conference - Monterey CA	18.11	
DEBIT JP	Marriott CSDA Conference - Monterey CA	21.00	
DEBIT JP	Kulwinder Kumar CSDA Conference - Monterey CA	17.40	
DEBIT JP	Hotel Abrego CSDA Conference - Monterey CA	663.66	
DEBIT JP	American Airline Bagage Check - CSDA Conference - Monterey CA	25.00	
DEBIT JP	La Madeleine Restaurant CSDA Conference - Monterey CA	10.70	800.67
		<u>1,505.99</u>	<u>1,505.99</u>

GENERAL FUND, INVESTMENTS & ACO DISBURSEMENT RECAP October 2015

Cash Disbursement Journal (Includes ACO listed below)	64,599.49
New Order of A/P checks	342.64
Sept Debit Card Expense not Included in Sept Expenses	1,505.99
Payroll Disbursement Journal	<u>26,138.80</u>
TOTAL PSCD DISBURSEMENTS	<u><u>92,586.92</u></u>
TOTAL GENERAL FUND EXPENDITURES	<u><u>84,912.33</u></u>
Payment Voucher # 1507	35,611.61
Payment Voucher # 1508	24,350.54
Payment Voucher # 1509	23,104.02
ACO DISBURSEMENTS	
RGA Architects, Inc	
Conceptional Design-New Desert Landscape	PV 1506 6,750.00
RGA Architects, Inc	
Conceptional Design & Expenses	PV 1303 (2011) 924.59
TOTAL ACO EXPENDITURES	<u><u>7,674.59</u></u>
TOTAL October 2015 DISBURSEMENTS	<u><u>92,586.92</u></u>

PALM SPRINGS CEMETERY DISTRICT

SITE SALES & INTERMENTS

	Prior Months		Oct		2015 YTD Totals		YTD Totals Oct-14	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult, C	27	0	4	0	31	0	37	0
Adult, A&B	17	0	10	0	27	0	25	0
Premium	7	0	9	0	16	0	14	0
Children	0	0	0	0	0	0	1	0
Cremation	1	0	1	0	2	0	2	0
Niche	7	0	3	0	10	0	10	0
TOTALS	59	0	27	0	86	0	89	0

	Prior Months		Oct		YTD 2015		YTD Oct 2014	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	3	0	0	0	3	0	5	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
TOTALS	3	0	0	0	3	0	5	0

INTERMENTS (Includes Saturday & Sunday)

	Prior Months		Oct-15		2015 YTD Totals		Oct 2014 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	40	1	21	1	61	2	63	1
Children	0	0	0	0	0	0	1	0
Cremation	8	2	2	0	10	2	15	0
Niche	3	0	2	0	5	0	5	0
TOTALS	51	3	25	1	76	4	84	1

SATURDAY INTERMENTS

	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	4	0	3	1	7	1	2	0
Child	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	3	0
TOTALS	4	0	3	1	7	1	5	0

SUNDAY INTERMENTS

	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	1	0	0	0	1	0	1	1
Child	0	0	0	1	0	1	0	0
Cremation	0	0	0	0	0	0	0	0
TOTALS	1	0	0	1	1	1	1	1

**PALM SPRINGS CEMETERY DIST
GENERAL FUND TRIAL BALANCE
AS OF OCTOBER 31, 2015**

ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
ASSETS:			
10002	CASH ON HAND - COUNTY	77,180.76	
10003	PETTY CASH	900.00	
10004	CHECKING - BANK OF AMERICA	3,978.32	
10005	CSH/HND-CNTY-RESTRICTED	14,400.00	
10008	CASH CLEARING - BBVA BANK	140.59	
10009	RESERVE - BANK OF AMERICA	46,046.07	
10015	ACO PURCHASES RECEIVABLE		170,329.01
10016	SECURITY DEPOSITS	130.50	
11025	DUE FROM PRENEED	721.18	
11034	NSF CHECKS RECEIVABLE	882.00	
14010	PREPAID INSURANCE	9,556.07	
14011	PREPAID W/C INSURANCE	5,870.45	
	ASSETS:	159,805.94	170,329.01
 LIABILITIES:			
20101	REVOLVING FUND/IMPREST CASH		14,400.00
20102	SALES TAX PAYABLE		366.89
20107	EMPLOYEE 403B PAYABLE		1,846.16
20109	LEASE DEPOSIT - PREPAID		40,684.26
20111	EMPLOYEES INSURANCE PAYABLE		2,070.55
20220	ACCRUED EMPLOYEE PAYROLL		3,928.96
20221	ACCRUED VACATION PAYABLE		12,908.57
27400	OPEB BENIFIT LIABILITY:GASB45		587,642.05
	LIABILITIES:		663,847.44
 EQUITY:			
39004	BEGINNING BALANCE EQUITY		180,070.95
39005	RETAINED EARNINGS	777,528.02	
	TOTAL EQUITY:	777,528.02	180,070.95
 REVENUE:			
40001	OPEN AND CLOSE		95,069.00
40201	MISC SPECIAL SET-UP		600.00
40203	INTEREST RECEIVED		5.41
40204	LAND LEASE		20,053.00
40205	MISC INCOME		100.16
40205BAR	BROWN ACT REVENUE		1,041.00
40205CC	CREDIT CARD CONVEN FEE		1,387.83
40205SAT	SAT INTERMENT SURCHARGE		7,700.00
40205SUN	SUN INTERMENT SURCHARGE		2,000.00
40205WIT	WITNESS GRAVE CLOSING		2,350.00
40206	TAX COLLECTIONS		5,401.72
40207	VAULTS		5,320.00
40207-EX LG CRE	EX LG CREMATION VAULTS		1,105.00
40208	LINERS		5,510.00
40209	GRAVE VASES		3,490.24
40211	ENR SURCHARGE		12,550.00
40212	LOT TRANSFERS		360.00
40213	COUNTY INTEREST INCOME		43.62
40216	HANDLING FEE		30,440.00
40217	PRENEED CONTRACT SERVICE CHG		3,000.00
40218	VASE/HDSTN SET & CLEAN		13,790.00
	REVENUE:		211,316.98

**PALM SPRINGS CEMETERY DIST
GENERAL FUND TRIAL BALANCE
AS OF OCTOBER 31, 2015**

ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
EXPENSES:			
60101	REGULAR SALARIES	100,668.65	
60102	BOT BOARD MEETINGS	2,400.00	
71101	RETIREMENT/PENSION	4,160.67	
71201	FICA	6,346.13	
71202	MEDICARE	1,484.18	
72301	EMPLOYEE GROUP INSURANCE	22,920.69	
72601	UNEMPLOYMENT INSURANCE	451.20	
73101	WORKERS COMP INSURANCE	2,761.01	
81111	ELECTRICITY	20,139.36	
81112	TELEPHONE	2,147.26	
81113	WATER	14,373.93	
83308	COMMUNITY OUTREACH	50.00	
83309	VISA-MASTER CHG FEES	2,256.10	
83311	COUNTY SERVICE CHARGE	59.60	
83312	EDUCATION	424.49	
83313	GENERAL INSURANCE	4,778.08	
83315	LOT REPURCHASE	1,420.00	
83316	OFFICE EXPENSE	6,919.82	
83317	TRAVEL & CONVENTION	3,029.39	
83321	AUDIT	7,500.00	
83323	ADVERTISING/PUBLICITY	1,768.40	
83324	MEMBERSHIP & DUES	855.00	
83325	BOT CONFERENCE	1,100.00	
83326	BOT TRAVEL & EXPENSE	2,811.23	
84412	EQUIPMENT REPAIRS	268.86	
84413	IRRIGATION SYSTEM REPAIRS	1,411.61	
84415	GASOLINE, OIL, TIRES	443.49	
84416	PLANT & BUILDING	14,232.05	
84418	TOOLS & SUPPLIES	412.04	
84419	GRAVE LINERS & VAULTS	9,700.01	
84420	GRAVE VASES	1,387.92	
84422	CONTRACT TREE/GARDEN MAINTN	43,541.40	
84423	CONTRACT BURIALS	2,100.00	
84424	SECURITY CAMERA EXPENSE	1,007.85	
84425	DMP GROUNDS SECURITY	2,900.00	
	EXPENSES:	288,230.42	
REPORT TOTALS		1,225,564.38	1,225,564.38

**PALM SPRINGS CEMETERY DIST
BALANCE SHEET
OCTOBER 31, 2015**

ASSETS

ASSETS

CASH ON HAND - COUNTY	77,180.76	
PETTY CASH	900.00	
CHECKING - BANK OF AMERICA	3,978.32	
CSH/HND-CNTY-RESTRICTED	14,400.00	
CASH CLEARING - BBVA BANK	140.59	
RESERVE - BANK OF AMERICA	46,046.07	
ACO PURCHASES RECEIVABLE	(170,329.01)	
SECURITY DEPOSITS	130.50	
DUE FROM PRENEED	721.18	
NSF CHECKS RECEIVABLE	882.00	
PREPAID INSURANCE	9,556.07	
PREPAID W/C INSURANCE	5,870.45	
 TOTAL ASSETS		 (10,523.07)
 TOTAL ASSETS		 (10,523.07)

LIABILITIES AND EQUITY

LIABILITIES

REVOLVING FUND/IMPREST CASH	14,400.00	
SALES TAX PAYABLE	366.89	
EMPLOYEE 403B PAYABLE	1,846.16	
LEASE DEPOSIT - PREPAID	40,684.26	
EMPLOYEES INSURANCE PAYABLE	2,070.55	
ACCRUED EMPLOYEE PAYROLL	3,928.96	
ACCRUED VACATION PAYABLE	12,908.57	
OPEB BENEFIT LIABILITY: GASB45	587,642.05	
TOTAL LIABILITIES		663,847.44

TOTAL LIABILITIES

663,847.44

EQUITY

BEGINNING BALANCE EQUITY	180,070.95	
RETAINED EARNINGS	(777,528.02)	
NET INCOME	(76,913.44)	
TOTAL EQUITY		(674,370.51)

TOTAL LIABILITIES AND EQUITY

(10,523.07)

PALM SPRINGS CEMETERY DIST
INCOME STATEMENT - GENERAL FUND
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2015

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
OPEN AND CLOSE	37,719.00	14,760.00	22,959.00	95,069.00	70,512.44	24,556.56
MISC SPECIAL SET-UP	0.00	400.00	(400.00)	600.00	400.00	200.00
INTEREST RECEIVED	0.85	0.81	0.04	5.41	3.56	1.85
LAND LEASE	5,013.25	4,820.42	192.83	20,053.00	19,281.68	771.32
MISC INCOME	0.00	0.00	0.00	100.16	3,071.21	(2,971.05)
BROWN ACT REVENUE	0.00	0.00	0.00	1,041.00	0.00	1,041.00
CREDIT CARD CONVEN FEE	456.84	172.09	284.75	1,387.83	636.52	751.31
SAT INTERMENT SURCHARGE	3,450.00	3,000.00	450.00	7,700.00	3,850.00	3,850.00
SUN INTERMENT SURCHARGE	1,050.00	0.00	1,050.00	2,000.00	2,950.00	(950.00)
WITNESS GRAVE CLOSING	1,150.00	300.00	850.00	2,350.00	2,400.00	(50.00)
TAX COLLECTIONS	0.00	0.00	0.00	5,401.72	5,579.80	(178.08)
VAULTS	2,090.00	710.00	1,380.00	5,320.00	2,040.00	3,280.00
EX LG CREMATION VAULTS	340.00	425.00	(85.00)	1,105.00	935.00	170.00
LINERS	2,320.00	950.00	1,370.00	5,510.00	5,675.00	(165.00)
GRAVE VASES	1,189.74	880.00	309.74	3,490.24	2,430.00	1,060.24
MEMORIAL WALL INCOME	0.00	0.00	0.00	0.00	175.00	(175.00)
ENR SURCHARGE	4,950.00	1,950.00	3,000.00	12,550.00	6,950.00	5,600.00
LOT TRANSFERS	90.00	0.00	90.00	360.00	270.00	90.00
COUNTY INTEREST INCOME	13.55	4.23	9.32	43.62	24.08	19.54
HANDLING FEE	11,960.00	5,010.00	6,950.00	30,440.00	22,420.00	8,020.00
PRENEED CONTRACT SERVICE CHG	400.00	1,000.00	(600.00)	3,000.00	2,500.00	500.00
VASE/HDSTN SET & CLEAN	3,440.00	2,470.00	970.00	13,790.00	11,635.00	2,155.00
TOTAL REVENUE	75,633.23	36,852.55	38,780.68	211,316.98	163,739.29	47,577.69
	75,633.23	36,852.55	38,780.68	211,316.98	163,739.29	47,577.69
EXPENSES						
REGULAR SALARIES	35,300.27	37,433.95	(2,133.68)	100,668.65	96,905.62	3,763.03
BOT BOARD MEETINGS	500.00	400.00	100.00	2,400.00	1,500.00	900.00
RETIREMENT/PENSION	0.00	0.00	0.00	4,160.67	3,615.98	544.69
FICA	2,204.91	2,330.99	(126.08)	6,346.13	6,057.00	289.13
MEDICARE	515.67	545.15	(29.48)	1,484.18	1,416.55	67.63
EMPLOYEE GROUP INSURANCE	6,151.82	5,151.62	1,000.20	22,920.69	19,748.31	3,172.38
UNEMPLOYMENT INSURANCE	190.66	28.77	161.89	451.20	276.62	174.58
WORKERS COMP INSURANCE	733.81	413.58	320.23	2,761.01	2,088.58	672.43
ELECTRICITY	4,918.71	13,853.03	(8,934.32)	20,139.36	22,415.14	(2,275.78)
TELEPHONE	393.74	479.73	(85.99)	2,147.26	2,070.76	76.50
WATER	2,435.15	2,602.57	(167.42)	14,373.93	15,399.97	(1,026.04)
COMMUNITY OUTREACH	0.00	0.00	0.00	50.00	40.00	10.00
VISA-MASTER CHG FEES	686.77	365.37	321.40	2,256.10	1,155.86	1,100.24
COUNTY SERVICE CHARGE	41.40	0.00	41.40	59.60	27.04	32.56
EDUCATION	0.00	0.00	0.00	424.49	0.00	424.49
GENERAL INSURANCE	1,194.52	1,232.72	(38.20)	4,778.08	4,930.88	(152.80)
LEGAL	0.00	0.00	0.00	0.00	56.00	(56.00)
LOT REPURCHASE	0.00	2,230.00	(2,230.00)	1,420.00	2,325.00	(905.00)
OFFICE EXPENSE	1,810.73	1,686.09	124.64	6,919.82	5,297.52	1,622.30
TRAVEL & CONVENTION	430.44	2,330.30	(1,899.86)	3,029.39	5,233.90	(2,204.51)
AUDIT	7,500.00	8,750.00	(1,250.00)	7,500.00	8,750.00	(1,250.00)
ADVERTISING/PUBLICITY	1,075.85	318.20	757.65	1,768.40	1,347.80	420.60
MEMBERSHIP & DUES	0.00	0.00	0.00	855.00	855.00	0.00
BOT CONFERENCE	0.00	652.11	(652.11)	1,100.00	927.11	172.89
BOT TRAVEL & EXPENSE	899.66	391.94	507.72	2,811.23	391.94	2,419.29
AUTO TRUCK EXPENSE	0.00	0.00	0.00	0.00	156.75	(156.75)
LARGE EQUIPMENT REPAIRS	0.00	525.78	(525.78)	0.00	902.77	(902.77)
EQUIPMENT REPAIRS	0.00	0.00	0.00	268.86	0.00	268.86
IRRIGATION SYSTEM REPAIRS	17.17	1,617.46	(1,600.29)	1,411.61	4,378.02	(2,966.41)
FERTILIZER AND SEED	0.00	8,393.00	(8,393.00)	0.00	8,393.00	(8,393.00)
GASOLINE, OIL, TIRES	395.89	1,661.22	(1,265.33)	443.49	3,454.79	(3,011.30)
PLANT & BUILDING	2,239.42	1,354.59	884.83	14,232.05	6,631.01	7,601.04
TOOLS & SUPPLIES	0.00	71.40	(71.40)	412.04	71.40	340.64
GRAVE LINERS & VAULTS	1,798.00	2,790.00	(992.00)	9,700.01	12,500.00	(2,799.99)
GRAVE VASES	0.00	0.00	0.00	1,387.92	377.32	1,010.60
CONTRACT TREE/GARDEN MAINTNCE	14,550.00	14,550.00	0.00	43,541.40	43,650.00	(108.60)
CONTRACT BURIALS	300.00	1,500.00	(1,200.00)	2,100.00	1,950.00	150.00
SECURITY CAMERA EXPENSE	138.00	138.00	0.00	1,007.85	731.85	276.00
DMP GROUNDS SECURITY	725.00	0.00	725.00	2,900.00	0.00	2,900.00
TOTAL EXPENSES	(87,147.59)	(113,797.57)	26,649.98	(288,230.42)	(286,029.49)	(2,200.93)
NET INCOME FROM OPERATIONS	(11,514.36)	(76,945.02)	65,430.66	(76,913.44)	(122,290.20)	45,376.76
OTHER INCOME & EXPENSE						
TOTAL OTHER INCOME & EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME (LOSS)	(11,514.36)	(76,945.02)	65,430.66	(76,913.44)	(122,290.20)	45,376.76

PALM SPRINGS CEMETERY DIST
ANNUAL BUDGET INCOME STATEMENT - GENERAL FUND
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2015

	PTD ACTUAL	PTD BUDGET	VARIANCE	YTD ACTUAL	ANNUAL BUDGET	VARIANCE
REVENUES						
OPEN AND CLOSE	37,719.00	23,829.16	13,889.84	95,069.00	285,950.00	(190,881.00)
MISC SPECIAL SET-UP	0.00	83.33	(83.33)	600.00	1,000.00	(400.00)
RETURNED CHECK BANK CHARGE	0.00	4.16	(4.16)	0.00	50.00	(50.00)
INTEREST RECEIVED	0.85	1.25	(0.40)	5.41	15.00	(9.59)
LAND LEASE	5,013.25	5,061.41	(48.16)	20,053.00	60,737.00	(40,684.00)
MISC INCOME	0.00	0.00	0.00	100.16	0.00	100.16
BROWN ACT REVENUE	0.00	0.00	0.00	1,041.00	0.00	1,041.00
CREDIT CARD CONVEN FEE	456.84	579.16	(122.32)	1,387.83	6,950.00	(5,562.17)
SAT INTERMENT SURCHARGE	3,450.00	920.83	2,529.17	7,700.00	11,050.00	(3,350.00)
SUN INTERMENT SURCHARGE	1,050.00	720.83	329.17	2,000.00	8,650.00	(6,650.00)
WITNESS GRAVE CLOSING	1,150.00	687.50	462.50	2,350.00	8,250.00	(5,900.00)
TAX COLLECTIONS	0.00	22,422.50	(22,422.50)	5,401.72	269,070.00	(263,668.28)
VAULTS	2,090.00	1,295.00	795.00	5,320.00	15,540.00	(10,220.00)
EX I.G CREMATION VAULTS	340.00	0.00	340.00	1,105.00	0.00	1,105.00
LINERS	2,320.00	1,660.41	659.59	5,510.00	19,925.00	(14,415.00)
GRAVE VASES	1,189.74	674.58	515.16	3,490.24	8,095.00	(4,604.76)
MEMORIAL WALL INCOME	0.00	16.66	(16.66)	0.00	200.00	(200.00)
ENR SURCHARGE	4,950.00	2,875.00	2,075.00	12,550.00	34,500.00	(21,950.00)
LOT TRANSFERS	90.00	82.50	7.50	360.00	990.00	(630.00)
COUNTY INTEREST INCOME	13.55	10.00	3.55	43.62	120.00	(76.38)
HANDLING FEE	11,960.00	7,183.33	4,776.67	30,440.00	86,200.00	(55,760.00)
PRENEFD CONTRACT SERVICE CHG	400.00	741.66	(341.66)	3,000.00	8,900.00	(5,900.00)
VASE/HDSTN SET & CLEAN	3,440.00	3,182.08	257.92	13,790.00	38,185.00	(24,395.00)
NICHE SHUTTER CLEAN-REPAINT	0.00	8.33	(8.33)	0.00	100.00	(100.00)
TOTAL REVENUES	75,633.23	72,039.68	3,593.55	211,316.98	864,477.00	(653,160.02)
	75,633.23	72,039.68	3,593.55	211,316.98	864,477.00	(653,160.02)
EXPENSES						
REGULAR SALARIES	35,300.27	25,652.50	9,647.77	100,668.65	307,830.00	(207,161.35)
BOT BOARD MEETINGS	500.00	625.00	(125.00)	2,400.00	7,500.00	(5,100.00)
TEMPORARY HELP	0.00	333.33	(333.33)	0.00	4,000.00	(4,000.00)
RETIREMENT/PENSION	0.00	1,667.33	(1,667.33)	4,160.67	20,008.00	(15,847.33)
FICA	2,204.91	1,550.13	654.78	6,346.13	18,601.46	(12,255.33)
MEDICARE	515.67	345.38	170.29	1,484.18	4,144.54	(2,660.36)
EMPLOYEE GROUP INSURANCE	6,151.82	6,882.41	(730.59)	22,920.69	82,589.00	(59,668.31)
UNEMPLOYMENT INSURANCE	190.66	210.00	(19.34)	451.20	2,520.00	(2,068.80)
WORKERS COMP INSURANCE	733.81	733.83	(0.02)	2,761.01	8,806.00	(6,044.99)
ELECTRICITY	4,918.71	4,821.58	97.13	20,139.36	57,859.00	(37,719.64)
TELEPHONE	393.74	516.66	(122.92)	2,147.26	6,200.00	(4,052.74)
WATER	2,435.15	3,265.91	(830.76)	14,373.93	39,191.00	(24,817.07)
COMMUNITY OUTREACH	0.00	250.00	(250.00)	0.00	3,000.00	(2,950.00)
VISA-MASTER CHG FEES	686.77	441.66	245.11	2,256.10	5,300.00	(3,043.90)
RETURNED CHECK	0.00	4.16	(4.16)	0.00	50.00	(50.00)
COUNTY SERVICE CHARGE	41.40	25.00	16.40	59.60	300.00	(240.40)
EDUCATION	0.00	25.00	(25.00)	424.49	300.00	124.49
GENERAL INSURANCE	1,194.52	1,319.00	(124.48)	4,778.08	15,828.00	(11,049.92)
LEGAL	0.00	291.66	(291.66)	0.00	3,500.00	(3,500.00)
LOT REPURCHASE	0.00	416.66	(416.66)	1,420.00	5,000.00	(3,580.00)
OFFICE EXPENSE	1,810.73	1,333.33	477.40	6,919.82	16,000.00	(9,080.18)
TRAVEL & CONVENTION	430.44	916.66	(486.22)	3,029.39	11,000.00	(7,970.61)
UNIFORMS & SAFETY EQUIPMENT	0.00	50.00	(50.00)	0.00	600.00	(600.00)
MTG EXP & SUPPLIES	0.00	25.00	(25.00)	0.00	300.00	(300.00)
AUDIT	7,500.00	1,004.16	6,495.84	7,500.00	12,050.00	(4,550.00)
ADVERTISING/PUBLICITY	1,075.85	833.33	242.52	1,768.40	10,000.00	(8,231.60)
MEMBERSHIP & DUES	0.00	350.00	(350.00)	855.00	4,200.00	(3,345.00)
BOT CONFERENCE	0.00	208.33	(208.33)	1,100.00	2,500.00	(1,400.00)
BOT TRAVEL & EXPENSE	899.66	150.00	749.66	2,811.23	1,800.00	1,011.23
AUTO TRUCK EXPENSE	0.00	291.66	(291.66)	0.00	3,500.00	(3,500.00)
LARGE EQUIPMENT REPAIRS	0.00	250.00	(250.00)	0.00	3,000.00	(3,000.00)
EQUIPMENT REPAIRS	0.00	41.66	(41.66)	268.86	500.00	(231.14)
IRRIGATION SYSTEM REPAIRS	17.17	1,083.33	(1,066.16)	1,411.61	13,000.00	(11,588.39)
FERTILIZER AND SEED	0.00	833.33	(833.33)	0.00	10,000.00	(10,000.00)
GASOLINE, OIL, TIRES	395.89	458.33	(62.44)	443.49	5,500.00	(5,056.51)
PLANT & BUILDING	2,239.42	1,666.66	572.76	14,232.05	20,000.00	(5,767.95)
ROAD MAINTENANCE	0.00	166.66	(166.66)	0.00	2,000.00	(2,000.00)
TOOLS & SUPPLIES	0.00	100.00	(100.00)	412.04	1,200.00	(787.96)
GRAVE LINERS & VAULTS	1,798.00	2,501.25	(703.25)	9,700.01	30,015.00	(20,314.99)
GRAVE VASES	0.00	406.66	(406.66)	1,387.92	4,880.00	(3,492.08)
CONTRACT TREE/GARDEN MAINTNC	14,550.00	19,748.00	(5,198.00)	43,541.40	236,976.00	(193,434.60)
CONTRACT BURIALS	300.00	437.50	(137.50)	2,100.00	5,250.00	(3,150.00)
SECURITY CAMERA EXPENSE	138.00	200.00	(62.00)	1,007.85	2,400.00	(1,392.15)
DMP GROUNDS SECURITY	725.00	725.00	0.00	2,900.00	8,700.00	(5,800.00)
TOTAL EXPENSES	87,147.59	83,158.05	3,989.54	288,230.42	997,898.00	(709,667.58)
NET INCOME FROM OPERATIONS	(11,514.36)	(11,118.37)	(395.99)	(76,913.44)	(133,421.00)	56,507.56
OTHER INCOME & EXPENSE						
RESERVES TRANSFERRED IN	0.00	11,118.37	(11,118.37)	0.00	133,421.00	(133,421.00)
TOTAL OTHER INCOME & EXPENSES	0.00	(11,118.37)	11,118.37	0.00	(133,421.00)	133,421.00
NET INCOME (LOSS)	(11,514.36)	0.00	(11,514.36)	(76,913.44)	0.00	(76,913.44)

**ACCUMULATIVE CAPITAL OUTLAY FUND
TRIAL BALANCE
AS OF OCTOBER 31, 2015**

ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
CURRENT ASSETS:			
002343	CASH ON DEPOSIT -COUNTY	16,152.87	
003343	ASSET RPLCE RSRVE-LAND/BLD/ET	442,991.82	
004343	ASSET PURCHASE HOLDING ACCO		136,029.60
006343	CASH - INTEREST/DIVIDENDS	552,781.67	
007343	INVESTED FUNDS - PSCD	222,563.48	
008343	DUE FROM GF/PN/EDC	342,889.20	
018343	UNREALIZED G/L ON SECURITIES		161,050.30
	CURRENT ASSETS:	1,577,379.04	297,079.90
FIXED ASSETS:			
010343	AUTO	63,482.63	
011343	LARGE EQUIPMENT	120,901.08	
012343	BUILDINGS	1,810,006.10	
013343	EQUIPMENT	54,327.54	
014343	FURNITURE & FIXTURES	123,071.93	
015343	LAND & IMPROVEMENTS	1,853,072.03	
016343	WATER SYSTEMS	944,582.53	
	FIXED ASSETS:	4,969,443.84	
OTHER ASSETS:			
	OTHER ASSETS:	0.00	
CURRENT LIABILITIES:			
131343	ACCUMULATED DEPRECIATION		2,342,263.64
	CURRENT LIABILITIES:		2,342,263.64
RETAINED EARNINGS:			
141343	RETAINED EARNINGS		3,838,729.77
	RETAINED EARNINGS:		3,838,729.77
REVENUE:			
201343	BURIAL RIGHT SALES		61,450.00
203343	CURRENT INTEREST & DIVIDENDS		2,372.61
213343	COUNTY INTEREST INCOME		286.86
230343	GAIN/INVEST FAIR VALUE INCREA	1,722.74	
500343	REVENUE TRANSFERRED IN		6,350.00
	REVENUE:	1,722.74	70,459.47
EXPENSES:			
311343	COUNTY SERVICE CHARGE		12.84
	EXPENSES:		12.84
	REPORT TOTALS	6,548,545.62	6,548,545.62

**ACCUMULATIVE CAPITAL OUTLAY
BALANCE SHEET
OCTOBER 31, 2015**

ASSETS

CURRENT ASSETS

CASH ON DEPOSIT -COUNTY	16,152.87	
ASSET RPLCE RSRVE-LAND/BLD/ETC	442,991.82	
ASSET PURCHASE HOLDING ACCOUNT	(136,029.60)	
CASH - INTEREST/DIVIDENDS	552,781.67	
INVESTED FUNDS - PSCD	222,563.48	
DUE FROM GF/PN/EDC	342,889.20	
UNREALIZED G/L ON SECURITIES	(161,050.30)	
TOTAL CURRENT ASSETS		1,280,299.14

FIXED ASSETS

AUTO	63,482.63	
LARGE EQUIPMENT	120,901.08	
BUILDINGS	1,810,006.10	
EQUIPMENT	54,327.54	
FURNITURE & FIXTURES	123,071.93	
LAND & IMPROVEMENTS	1,853,072.03	
WATER SYSTEMS	944,582.53	
TOTAL FIXED ASSETS		4,969,443.84

OTHER ASSETS

TOTAL OTHER ASSETS		0.00
TOTAL ASSETS		6,249,742.98

LIABILITIES AND EQUITY

CURRENT LIABILITIES

ACCUMULATED DEPRECIATION	2,342,263.64	
TOTAL CURRENT LIABILITIES		2,342,263.64
TOTAL LIABILITIES		2,342,263.64
RETAINED EARNINGS		
RETAINED EARNINGS	3,838,729.77	
NET INCOME	68,749.57	
TOTAL RETAINED EARNINGS		3,907,479.34
TOTAL LIABILITIES AND EQUITY		6,249,742.98

**ACCUMULATIVE CAPITAL OUTLAY
INCOME STATEMENT
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2015**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
BURIAL RIGHT SALES	24,050.00	16,000.00	8,050.00	61,450.00	64,400.00	(2,950.00)
CURRENT INTEREST & DIVIDENDS	2,318.88	441.57	1,877.31	2,372.61	3,856.11	(1,483.50)
COUNTY INTEREST INCOME	97.19	34.83	62.36	286.86	164.54	122.32
GAIN/INVEST FAIR VALUE INCREAS	412.62	1,797.62	(1,385.00)	(1,722.74)	(100,283.89)	98,561.15
TOTAL REVENUE	26,878.69	18,274.02	8,604.67	62,386.73	(31,863.24)	94,249.97
	26,878.69	18,274.02	8,604.67	62,386.73	(31,863.24)	94,249.97
EXPENSES						
COUNTY SERVICE CHARGE	(12.84)	0.00	(12.84)	(12.84)	0.00	(12.84)
TOTAL EXPENSES	12.84	0.00	12.84	12.84	0.00	12.84
	12.84	0.00	12.84	12.84	0.00	12.84
NET INCOME FROM OPERATIONS	26,891.53	18,274.02	8,617.51	62,399.57	(31,863.24)	94,262.81
	26,891.53	18,274.02	8,617.51	62,399.57	(31,863.24)	94,262.81
OTHER INCOME & EXPENSE						
REVENUE TRANSFERRED IN	(6,350.00)	0.00	(6,350.00)	(6,350.00)	0.00	(6,350.00)
TOTAL OTHER INCOME & EXPENSE	(6,350.00)	0.00	(6,350.00)	(6,350.00)	0.00	(6,350.00)
	(6,350.00)	0.00	(6,350.00)	(6,350.00)	0.00	(6,350.00)
NET INCOME (LOSS)	33,241.53	18,274.02	14,967.51	68,749.57	(31,863.24)	100,612.81
	33,241.53	18,274.02	14,967.51	68,749.57	(31,863.24)	100,612.81

**ENDOWMENT CARE FUND
TRIAL BALANCE
AS OF OCTOBER 31, 2015**

ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
ASSETS:			
002342	CASH ON DEPOSIT - COUNTY	847,073.61	
003-342	INTEREST ON DEPOSIT-COUNTY	124,832.60	
006342	CASH - INTEREST/DIVIDENDS	1,216,817.77	
007342	INVESTED FUNDS - PSCD	3,152,495.45	
018342	UNREALIZED G/L ON SECURITIES		177,943.39
	ASSETS:	5,341,219.03	177,943.39
RETAINED EARNINGS:			
141342	RETAINED EARNINGS- ENDOWMENT		4,655,208.79
142342	ACCRUED INTEREST & DIVIDENDS		428,240.45
143342	REALIZED INVESTMENT GAIN/LOSS		18,405.00
	RETAINED EARNINGS:		5,101,854.24
REVENUE:			
200342	WMC ENDOWMENT CARE		250.00
201342	ENDOWMENT CARE DEPOSITS		50,012.21
203342	CURRENT INTEREST & DIVIDENDS		9,883.11
213342	COUNTY INTEREST INCOME		682.95
230342	GAIN/INVEST FAIR VALUE INCREAS		593.53
	REVENUE:		61,421.80
EXPENSES:			
	EXPENSES:	0.00	
	REPORT TOTALS	5,341,219.43	5,341,219.43

**ENDOWMENT CARE FUND
BALANCE SHEET
OCTOBER 31, 2015**

ASSETS

ASSETS

CASH ON DEPOSIT - COUNTY	847,073.61	
INTEREST ON DEPOSIT-COUNTY	124,832.60	
CASH - INTEREST/DIVIDENDS	1,216,817.77	
INVESTED FUNDS - PSCD	3,152,495.45	
UNREALIZED G/L ON SECURITIES	(177,943.39)	
 TOTAL ASSETS		 5,163,276.04
 TOTAL ASSETS		 5,163,276.04

LIABILITIES AND FUND EQUITY

LIABILITIES

TOTAL LIABILITIES		0.00
-------------------	--	------

RETAINED EARNINGS

RETAINED EARNINGS- ENDOWMENT	4,655,208.79	
ACCRUED INTEREST & DIVIDENDS	428,240.45	
REALIZED INVESTMENT GAIN/LOSS	18,405.00	
NET INCOME	61,421.80	
 TOTAL RETAINED EARNINGS		 5,163,276.04
 TOTAL LIABILITIES AND FUND EQUITY		 5,163,276.04

**ENDOWMENT CARE FUND
INCOME STATEMENT
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2015**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
WMC ENDOWMENT CARE	50.00	50.00	0.00	250.00	1,250.00	(1,000.00)
ENDOWMENT CARE DEPOSITS	12,416.34	12,501.66	(85.32)	50,012.21	47,102.76	2,909.45
CURRENT INTEREST & DIVIDENDS	7,629.28	1,865.09	5,764.19	9,883.11	6,235.26	3,647.85
COUNTY INTEREST INCOME	223.27	99.54	123.73	682.95	429.90	253.05
GAIN/INVEST FAIR VALUE INCREAS	11,425.37	12,297.61	(872.24)	593.53	(45,149.13)	45,742.66
TOTAL REVENUE	31,744.26	26,813.90	4,930.36	61,421.80	9,868.79	51,553.01
EXPENSES						
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME (LOSS)	31,744.26	26,813.90	4,930.36	61,421.80	9,868.79	51,553.01

**PRENEED FUND
TRIAL BALANCE
AS OF OCTOBER 31, 2015**

ACCOUNT NUMBER	DESCRIPTION	DEBITS	CREDITS
CURRENT ASSETS:			
002392	CASH ON DEPOSIT- COUNTY	466,461.24	
006392	CASH -INTEREST/DIVIDENDS	397,021.93	
007392	INVESTED FUNDS -PSCD	724,220.75	
018392	UNREALIZED G/L - SECURITIES		140,925.11
034392	CONTRACTS RECEIVABLE	62,362.11	
	CURRENT ASSETS:	1,650,066.03	140,925.11
LIABILITIES:			
101392	DEFERRED REVENUE PAYABLE		770,693.30
	LIABILITIES:		770,693.30
RETAINED EARNINGS:			
141392	RETAINED EARNINGS		525,402.40
142392	ACCRUED INTEREST & DIVIDENDS		168,973.88
	RETAINED EARNINGS:		694,376.28
REVENUE:			
201392	CURRENT SALES		28,043.45
202392	CURRENT DEFERRED REVENUE		21,455.88
203392	CURRENT INTEREST & DIVIDENDS		11,093.30
213392	COUNTY INTEREST INCOME		209.60
230392	GAIN/INVEST FAIR VALUE INCREA:	9,550.38	
	REVENUE:	9,550.38	60,802.23
EXPENSES:			
310392	INVESTMENT FEES	142.42	
311392	COUNTY SERVICE CHARGES	199.04	
320392	LOSS ON TRANSFER (INTER COSTS)	489.05	
335392	SALES TRANSFR OUT (PRIOR YR)	6,350.00	
	EXPENSES:	7,180.51	
	REPORT TOTALS	1,666,796.92	1,666,796.92

**PRENEED FUND
BALANCE SHEET
OCTOBER 31, 2015**

ASSETS

ASSETS

CASH ON DEPOSIT- COUNTY	466,461.24	
CASH -INTEREST/DIVIDENDS	397,021.93	
INVESTED FUNDS -PSCD	724,220.75	
UNREALIZED G/L - SECURITIES	(140,925.11)	
CONTRACTS RECEIVABLE	62,362.11	
 TOTAL ASSETS		 1,509,140.92
 TOTAL ASSETS		 1,509,140.92

LIABILITIES AND EQUITY

LIABILITIES

DEFERRED REVENUE PAYABLE	770,693.30	
TOTAL LIABILITIES		770,693.30

RETAINED EARNINGS

RETAINED EARNINGS	525,402.40	
ACCRUED INTEREST & DIVIDENDS	168,973.88	
NET INCOME	44,071.34	
 TOTAL RETAINED EARNINGS		 738,447.62
 TOTAL LIABILITIES AND EQUITY		 1,509,140.92

**PRENEED FUND
INCOME STATEMENT
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2015**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
REVENUE						
CURRENT SALES	3,205.62	6,122.20	(2,916.58)	28,043.45	24,641.26	3,402.19
CURRENT DEFERRED REVENUE	(8,427.23)	9,392.53	(17,819.76)	21,455.88	30,503.19	(9,047.31)
CURRENT INTEREST & DIVIDENDS	4,513.25	1,696.95	2,816.30	11,093.30	5,875.90	5,217.40
COUNTY INTEREST INCOME	0.00	40.80	(40.80)	209.60	180.03	29.57
GAIN/INVEST FAIR VALUE INCREAS	757.70	6,060.29	(5,302.59)	(9,550.38)	(39,873.08)	30,322.70
TOTAL REVENUE	49.34	23,312.77	(23,263.43)	51,251.85	21,327.30	29,924.55
EXPENSES						
INVESTMENT FEES	142.42	0.00	142.42	142.42	0.00	142.42
COUNTY SERVICE CHARGES	0.00	74.86	(74.86)	199.04	224.58	(25.54)
LOSS ON TRANSFER (INTER COSTS)	489.05	0.00	489.05	489.05	0.00	489.05
SALES TRANSFR OUT (PRIOR YR)	6,350.00	0.00	6,350.00	6,350.00	0.00	6,350.00
TOTAL EXPENSES	6,981.47	74.86	6,906.61	7,180.51	224.58	6,955.93
NET INCOME (LOSS)	(6,932.13)	23,237.91	(30,170.04)	44,071.34	21,102.72	22,968.62



November 2, 2015

Kathleen Jurasky
Palm Springs Cemetery District
31-705 Da Vall Drive
Cathedral City, CA 92234
Phone: (760) 328-3316
Email: info@pscemetery.com

RE: Agreement to Provide Landscape Architectural Services

Dear Kathleen:

We are pleased to submit our proposal for landscape architectural design services. After reviewing our proposal, should you wish to discuss it further, please feel free to give me a call. If everything is satisfactory, to authorize commencement of work, please sign and return a copy of this agreement; we will then sign and return a fully executed copy.

THIS AGREEMENT is entered into on November 2, 2015 between RGA LANDSCAPE ARCHITECTS, INC. ("Landscape Architect") and **PALM SPRINGS CEMETERY DISTRICT** ("Owner") on the terms and conditions set forth below:

- I. **Description of Project.** Landscape Architect will provide landscape design relating to Design Development, Construction Documents and Construction Phase Services for Desert Memorial Park Cemetery, based on the approved concept plan dated 10/1/15.
- II. **Scope of Design Phase Services.** Design services will include the following:
 - A. **Hardscape design:** Items such as walls, cremation niches, fountain, paving, raised planters, built-in benches, flagpole and directional signage. RGA will also coordinate the services of civil, structural, hydraulic and electrical engineers.
 - B. **Planting design,** including all plant material in common and botanical names, quantities and sizes.
 - C. **Automatic irrigation system and water use calculations.**
 - D. **Specifications and details.**
 - E. **Exclusions:** lighting, sewer and storm drain design, hydrology studies, SWPPP or other environmental studies, and off-site improvements of any kind.

III. **Scope of Planning Process.** The following process will be implemented to provide the landscape design:

- A. **Design development phase** indicating all Owner approved landscape designs, based on the Owner approved conceptual plan, for review by the City of Cathedral City.

The design development phase includes the following basic services:

1. Up to 2 meetings with government agencies (e.g., design review, planning, city council, etc.)
2. Up to 2 meetings with the Owner to discuss and review the design. Additional meetings may be considered an additional service. It is understood that all meetings will be in the Coachella Valley; any meetings outside the Coachella Valley will be considered an additional service.
3. One revision of "base sheet" information (e.g., road layout, building locations, etc.). Additional revisions will be considered an additional service.

It is understood that RGA must receive a preliminary grading plan with preliminary location of underground utilities prior to commencement of work on this submittal.

- B. **Landscape construction document phase** including all items as described in the scope of design work in Section II above. Includes incorporation of any comments from the entitlement phase approval.

The construction document phase includes the following basic services:

1. Plans, specifications and final opinion of construction costs, including hardscape, irrigation and planting, as well as coordination of civil, structural, electrical and hydraulic engineering services.
2. Coordination with local agencies as needed to obtain approvals. To the best of our knowledge, local agencies include the City of Cathedral City, CVWD, and the County of Riverside Agricultural Commissioner.
3. Up to 2 meetings with local agencies. Additional meetings may be considered an additional service. It is understood that all meetings will be in the Coachella Valley; any meetings outside the Coachella Valley will be considered an additional service.
4. Up to 2 meetings with the Owner. Additional meetings may be considered an additional service. It is understood that all meetings will be in the Coachella Valley; any meetings outside the Coachella Valley will be considered an additional service.
5. Any changes to the design after commencement of construction documents will be considered an additional service. Please see item "5. E. Extra Services and Hourly Rates" below for complete description.

6. Coordination of structural, hydraulic, civil and electrical engineering services as described above. Documentation for these engineering services will be prepared by the engineers, and will be incorporated into the set of landscape construction documents.

Note: Should changes to our project design be required during the construction document phase, these changes may be billed at our hourly rates upon prior approval of the Owner.

Design Services shall be considered complete after approval of construction documents by The City of Cathedral City, CVWD and the Riverside County Agricultural Commissioner.

- C. Meetings and General Coordination, it is understood that RGA will attend a reasonable number of meetings as described above related to landscape design with the Owner, Architect and City (within the Coachella Valley) as part of our fee. Additional meetings, meetings outside the Coachella Valley, meetings regarding issues other than landscape design, coordination of other consultants, coordination of submittals, etc., are considered an additional service and time expended for these services (if these services are requested) will be provided per our contract hourly rates.

IV. **Scope of Construction Phase Services.** Construction phase services are provided in two categories: office based support services and site evaluations/meetings during construction.

- A. Office based support services are provided when requested by the Owner or Owner's representative, and include the following tasks:
 1. Phone coordination / discussions in support of the project with contractors, the Owner or government agencies
 2. Office based meetings with the Owner or contractor
 3. Submittal reviews
 4. RFI (request for information) reviews and responses.
 5. Clarification drawings or exhibits
 6. Construction document revisions requested by the Owner
- B. Site evaluations and meetings are provided when requested by the Owner or Owner's Representative. Site evaluations are limited solely to aesthetic review of landscape and hardscape depicted on construction documents prepared by RGA. Each evaluation will be followed by a written report.

Due to the nature of the construction process, changes will occur to site conditions, grading and building placement during construction, requiring on-site interpretation of the landscape architectural construction documents.

RGA strongly recommends all projects include construction administration services, as it allows RGA to answer questions and clarify and interpret documents for the

contractor, which may enable RGA to identify trouble spots early on – less costly, by far, than fixing a problem after the project is complete.

It is suggested that a schedule of site evaluations be determined prior to commencement of construction; however, **it is the responsibility of the Owner to request an observation, or schedule of observations. We suggest a minimum of 10 site visits for this project.**

If site evaluation services are contracted, RGA will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and RGA, in order to observe the progress and quality of those elements included in the working drawings prepared by RGA, hereafter referred to as the Work. Such visits and observations are not intended to be an exhaustive check or detailed inspection of the Contractor's work, but rather are to allow RGA to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, RGA shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

RGA shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

- C. Design without site evaluation services. It is understood that, unless site evaluation services are requested by the Owner or Owner's Representative, the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

V. **Exclusions.** The following are excluded from the scope of services to be provided under this contract:

- A. All engineering design including, but not limited to, civil, grading, geotechnical, drainage, electrical, hydraulic and structural. RGA 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.
- B. LLMD exhibits and cost estimates.
- C. Off-site improvements.
- D. Bid coordination services.

VI. **Fees and Extra Services.**

A. **Design Phase:**

1.	Design Development / Submittal Phase:	\$13,000.00
2.	Construction Documents:	31,500.00
	Subtotal, Landscape Design Phase:	<u>\$44,500.00</u>
3.	Consultant Services Budget (<i>actual proposals from engineers to be submitted to the Owner for approval prior to commencement of work</i>)	
	a. Structural design for walls & fountain structure (RA Structural):	\$4,000.00
	b. Hydraulic design for fountain (Waterscapers):	\$8,600.00
	c. Civil engineer (Feiro Engineering):	\$14,500.00
	d. Electrical engineer (MRC Engineering):	<u>\$7,300.00</u>
	Subtotal Budget, Consultants:	\$34,400.00

Total Budget, Design Phase: \$78,900.00

(Note: Civil engineering scope is anticipated to include grading and drainage design, interior road design and water utility design for fountain. If the City requires hydrology, SWPPP or other civil engineering services, the civil fee will need to increase).

B. **Construction phase services.**

1. Office based support services, when these services are requested, will be billed per our hourly rates. We suggest a budget of **\$5,000.00**.
2. Construction phase site evaluations and meetings will be billed per our hourly rates. Based on our experience with similar projects, we suggest a budget of **\$5,000.00** for 10 site evaluations or meetings.

C. **Reimbursable expenses** are in addition to the fees described above, or extra services, and include actual expenditures made by Landscape Architect, employees and consultants in the interest of the project. The following reimbursable expenses will be billed at cost plus 15% for bookkeeping and handling:

1. Coordination of reproduction of drawings and specifications prepared by an outside service company for any purpose, including computer plots, prints, reproducibles and preparation of CAD files for submission to the Owner, contractor or government agency.
2. Postage costs for distribution of drawings and specifications; all express postage costs (Express Mail, UPS, Federal Express, etc.).

The following expenses will be billed at our cost:

1. Deliveries made by RGA on behalf of the project to government agencies, the client, or third parties.
2. Prints and copies prepared by RGA in-house.
3. Transportation in connection with the project, (if authorized by the Owner); living expenses in connection with out-of-town travel.
4. Fees paid for plan check by government agencies or homeowner groups.
5. Consultants retained with approval of the Owner, e.g., structural engineer. RGA may also prepare an authorization for additional services to cover our coordination costs.

- D. Extra Services and Hourly Rates. Services requested by the Owner which are in addition to those stipulated in Scope of Design Phase Services shall be considered extra services. Services required as a result of the errors of other consultants or default of the contractor shall be considered extra services.

Changes to the design after commencement of construction documents will be considered an additional service. This includes changes requested by the Owner or other consultants, changes due to agency comments to other consultants which affect the landscape design, agency policy changes, or "value engineering" requests. Extra services requested by the Owner will be billed to the Owner at the following hourly rates:

Principal Landscape Architect:	\$200.00/hr	Drafter:	\$100.00/hr
Associate Landscape Architect:	\$150.00/hr	Secretary:	\$65.00/hr

The design fees and hourly rates are subject to escalation if services are not completed within one year of contract signature.

- E. All fees are due upon receipt of invoice.

1. It is our policy to invoice every 30 days, starting with receipt of the signed agreement or Owner's verbal authorization to proceed. If invoices remain unpaid after 30 days, invoices will be subject to a handling charge at the rate of 1½% of the outstanding balance per month (18% per year).
2. **If we have not received payment within 45 days from the date on the invoice we will stop all work until the invoice is paid.** It is understood that the Owner agrees to pay the fee as stipulated, and is not solely relying upon obtainment of financing to make payment.
3. Prompt Payment:
 - a. In the event that the "Owner" as described on page 1 in this agreement is awaiting payment from a third party (such as the developer or bank), it is understood that the "Owner" will pay RGA no later than 10 days of receipt of each progress payment or be subject to a penalty of 2% per

month, as stated in Section 7108.5 of the California Business and Professions code.

- b. The "Owner" in this agreement is liable for and agrees to pay all invoices, regardless of whether or not the "Owner" is ever paid or funded, per the terms of item F.1. above.
- 4. RGA has the option not to proceed with this project if agreement has not been signed within 15 days of date on agreement, or if project is delayed for more than 30 days after agreement has been signed.

VII. Client's Responsibilities.

- A. Maintenance. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, plants, irrigation system, pool, excessive soil compaction, etc. may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- B. Information Provided by Others. RGA shall indicate to the client information needed for the rendering of our services. The client shall provide such information as is available to the client at the client's expense, and RGA shall be entitled to rely upon the accuracy and completeness thereof. The client recognizes that it is impossible for RGA to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions, which may have occurred in assembling the information the client is providing. Accordingly, the client agrees to the fullest extent permitted by law, to indemnify and hold RGA harmless from any claim, liability or cost for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the client.

The Terms and Conditions on the following pages of this contract are included within this contract.

Landscape Architect:

Owner:

RGA LANDSCAPE ARCHITECTS, INC.

By: _____
Ronald Gregory, President

By: _____

Dated: _____

Dated: _____

RG/bc 2015_11_02 Desert Memorial Park Cemetery DD-CD.docx

TERMS AND CONDITIONS (Continued on following page)

1. **Code Compliance.** RGA shall put forth reasonable efforts to comply with applicable laws, codes and regulations in effect as of the date of (the execution of this Agreement, submission to building authorities, or other appropriate date). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle RGA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
2. **Consequential damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor RGA, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of actions including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and RGA shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
3. **Corporate Protection.** It is intended by the parties to this Agreement that RGA's services in connection with the Project shall not subject RGA Landscape Architect, Inc.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California corporation, and not against any of RGA's individual employees, officers or directors.
4. **Delays.** The Client agrees that RGA is not responsible for damages arising directly or indirectly from any delays for causes beyond RGA's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure or performance by the Client or the Client's contractors or consultants; or discovery or any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by RGA to perform its services in an orderly and efficient manner, RGA shall be entitled to a reasonable adjustment in schedule and compensation.
5. **Dispute Resolution:** In the event of a dispute arising out of or relating to this engagement letter or the services rendered hereunder (including fee disputes), the client and RGA agree to attempt to resolve such disputes in the following matter: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal Mediation/Arbitration. Any judgment or award rendered by the arbitrator(s) may be entered in the court having jurisdiction thereof. The Mediator/Arbitrator shall be a California licensed landscape architect. Dispute resolution meetings shall be held in Palm Desert, CA.
6. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate, of RGA and RGA's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by RGA under this Agreement, or the total amount of \$100,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
7. **NOTICE TO PROPERTY OWNER:** IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, SERVICES, EQUIPMENT, OR MATERIALS FURNISHED, A MECHANIC'S LIEN LEADING TO THE LOSS, THROUGH COURT FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR PROPERTY BEING SO IMPROVED MAY BE PLACED AGAINST THE PROPERTY EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY (1) REQUIRING YOUR CONTRACTOR TO FURNISH A SIGNED RELEASE BY THE PERSON OR FIRM GIVING YOU THIS NOTICE BEFORE MAKING PAYMENT TO YOUR CONTRACTOR, OR (2) ANY OTHER METHOD OR DEVICE WHICH IS APPROPRIATE UNDER THE CIRCUMSTANCES.
8. **Order of Precedence.** Following is the order of precedence of documentation governing any conflicts for this project, 1) this agreement, 2) general and special conditions of the specifications, 3) individual specification sections, and 4) drawings.

9. Owner's Responsibility for Maintenance. Owner acknowledges and agrees that proper project maintenance is required after the project is complete. A lack of or improper maintenance in areas such as, but not limited to, plants, irrigation system, pool, excessive soil compaction, etc. may result in damage to property or persons. Owner further acknowledges that, as between the parties to this Agreement, Owner is solely responsible for the results of any lack of or improper maintenance.
10. Ownership of Instruments of Service:
 - a. The Client acknowledges that RGA's construction documents and drawings ("documents"), including electronic files, are instruments of professional service.
 - b. The Documents prepared under this Agreement shall only become the property of the Client upon completion of the services and payment in full of all monies due to RGA.
 - c. Transfer of any Documents to Client under this agreement shall be done by sending Client a PDF Encrypted Document without permission for editing the Documents. CAD drawings will not be transferred.
 - d. The Client shall not and may not reuse or modify the Documents without the prior written authorization from RGA.
 - e. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGA, its officers, directors and employees and subconsultants (collectively, RGA) against any damages, liabilities or costs arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents from or through the Client without the written authorization of RGA.
11. Attorneys' Fees. In the event of any litigation concerning this Agreement between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees.
12. We are not responsible for nor do we warrant the quality of workmanship of any contractor or subcontractor hired by you or your contractor for the construction of those items included in the scope of work. The Owner agrees to require that the contractor and/or subcontractor who performs the work certifies that it has reviewed RGA's plans and specifications, that the plans and specifications are within the standard of care, and that they will notify in writing any issue concerning said plans and specification to the Landscape Architect (RGA) before construction.
13. Replacement of the Consultant. If RGA for any reason is not allowed to complete all the services called for by this Agreement, RGA shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by RGA, if used, changed or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGA, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by RGA.
14. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
15. Standard of Care. In providing services under this Agreement, RGA will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
16. Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
17. Termination of Agreement: This agreement will automatically be terminated upon receipt by the Landscape Architect of the final payment from the Owner. Either party may terminate this agreement upon seven (7) days written notice. If the Owner should elect to terminate this agreement, then all fees and expenses accrued but unbilled to that date, plus all outstanding invoices, are immediately due and payable.
18. Third Parties and Non-Assignment of Agreement: This agreement may not be assigned to a party not a signatory of this agreement. The intended beneficiaries are the parties to this agreement, and there is no other intended beneficiary.

Landscape Architects licensed in California are regulated by the Landscape Architects Technical Committee at 400 R Street, Suite 4000, Sacramento, California 95814, (916) 445-4954.

PALM SPRINGS CEMETERY DISTRICT

HEADSTONE AGREEMENT

The Board of Trustees of the Palm Springs District do authorize

_____ to place a headstone on the
grave of _____, Section _____, Lot _____,
providing the purchaser and all other parties concerned agree to
the following:

As headstones are the property of the purchaser, all parties agree
that at no time shall they hold the Cemetery District responsible
for any damage which may occur following the installation of said
headstone on this grave. All repairs or replacement must be done
at the purchaser's expense.

Please indicate type of headstone

_____ **REGULAR HEADSTONE**

_____ **SPECIAL HEADSTONE**, *Petrograph with bust photo of
deceased, or scene approved by _____
of the Palm Springs Cemetery on _____.*
(All special headstones must be approved by a
representative of the District.)

_____ **WAIVER FOR PORCELAIN OR OTHER INLAY**- (Special
Headstone with porcelain or other inlays are not
approved by the District.)

_____ **CENOTAPH HEADSTONE**
(The word "CENOTAPH" must be engraved on the headstone)

Signature of grave owner or authorized purchaser

Brian Wexler - Son (with Health Care Directive)

Supplier _____

Date executed _____

FOR CEMETERY DISTRICT OFFICE USE:

Date received _____

Authorized Personnel _____

RESOLUTION NO. 9-2015

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PALM SPRINGS CEMETERY DISTRICT REMOVING FORMER TRUSTEE GEORGE STETTLER AS SIGNATORY, AND ADDING TRUSTEE LYNNE MALLOTTO DESIGNATING THE BOARD CHAIR AND BOARD TREASURER AS AUTHORIZED SIGNATORY REGARDING THE DISTRICT'S ACCOUNTS WITH BOTH BANK OF AMERICA AND BBVA COMPASS

WHEREAS, the Palm Springs Cemetery District (the "District"), is a special district duly organized and existing under California Health and Safety Code section 9000 et seq. known as the Public Cemetery District Law; and

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

WHEREAS, the Board has established accounts with Bank of America having account numbers of 0008 4861 1413 and 0009 5080 2754; and

WHEREAS, the Board has established an account with BBVA Compass having account number of 3803974744; and

WHEREAS, the Board desires to remove former Trustee George Stettler as an authorized signatory on any and all District bank accounts and the like; and

WHEREAS, the Board desires to authorize Board Trustee Lynne Malotto to execute any necessary documents related to Bank of America Account Numbers 0008 4861 1413 and 0009 5080 2754 and BBVA Compass Account No. 3803974744 on behalf of the District.

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

Section 1. RECITALS

That the above recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. REMOVAL OF FORMER TRUSTEE GEORGE STETTLER AS AUTHORIZED SIGNATORY

That the Board hereby removes former Trustee George Stettler as an authorized signatory on any and all District bank accounts and the like.

Section 3. AUTHORIZED SIGNATORIES

That Board Trustee Lynne Malotto his hereby authorized to execute any necessary documents related to Bank of America Account Numbers 0008 4861 1413 and 0009 5080 2754 and BBVA Compass Account Number 3803974744 on behalf of the District, as long as they maintain their respective offices on the Board of Trustees.

Section 4. OTHER ACTIONS

That the Board of Trustees hereby authorizes the Board Chair, any Trustees designated by the Chair, the District Manager and the District's Legal Counsel to execute and deliver any and all documents necessary in order to consummate the transactions authorized hereby.

Section 5. CERTIFICATION

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

Section 6. EFFECTIVE DATE

That this resolution shall take effect immediately upon its passage.

[THIS PORTION IS INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED this 10th day of November, 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jan Pye, Chair

ATTEST:

Jane Alcumbrac, Treasurer

APPROVED AS TO FORM:

Steven B. Quintanilla, General Counsel

REVIEWED:

Kathleen Jurasky, District Manager