

**PALM SPRINGS CEMETERY DISTRICT**

**AGENDA  
REGULAR MEETING  
OF THE  
BOARD OF TRUSTEES**

**Thursday, September 12, 2019 at 2:00 p.m.**

31-705 Da Vall Drive, Cathedral City, California

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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].

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**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 July 11, 2019 Regular Meeting Minutes and No August Meeting

b. Approval of July & August Expenditures

General Fund		\$ 185,843.57
July Reimburse Voucher 1640	\$ 54,277.28	
July Reimburse Voucher 1641	\$ 48,796.80	
Aug Reimburse Voucher 1643	\$ 28,989.85	
Aug Reimburse Voucher 1644	\$ 50,654.86	
Accumulative Capital Outlay		\$ 30,595.24
July Reimburse Voucher 1642	\$ 17,854.45	
Aug Reimburse Voucher 1645	\$ 12,740.79	

Pet Memorial Park Cemetery \$ .00

Total July 31, 2019 & August 31, 2019 Expenditures Checks & Visa/Debit Card  
22623-22711 & Direct Deposits (Payroll) \$ 216,438.81

c. Financial Reports as of August 31, 2019 (F-1 thru F-5A)

**6. ADMINISTRATIVE CALENDAR**

- a. Phone Set-up for Trustee E-mail Accounts – Erich Fischer, Desert Tech
- b. Discussion for Approval to Change the Date of the October 10, 2019 Board Meeting – Conflicts with CAPC Education Seminar and Area Meeting
- c. Wreath Across America – DMP
- d. CAPC Local Area Meeting – El Toro Memorial Park, Orange County Cemetery District
- e. East 40 Acres Lease Agreement

**7. LEGISLATIVE CALENDAR**

- a. Resolution 9-2019, Approving Grant Agreement Between Coachella Valley Mountains Conservancy and Palm Springs Cemetery District
- b. Adopted Employee Handbook Policy Resolutions Recap Only – No Action Required
- c. Resolution 10-2019, Adopting Miscellaneous Policies for the Employee Handbook

**8. TRUSTEE AND ATTORNEY SIGNATURES**

**9. BOARD DEVELOPMENT – None**

**10. PUBLIC HEARING CALENDAR – None**

**11. COMMITTEES**

**12. REPORTS**

- a. Trustees
- b. District Manager

**13. FUTURE AGENDA ITEMS**

- a. Discussion in 2020/2021 – Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums
- b. Postcard Survey Mailing to the Community to Determine Pre-Planning Needs
- c. Marketing/Advertising
- d. Review for Discussion and Possible Approval the Concept of Public Restrooms - Veterans Chapel
- e. PSCD Master Plan – Desert Memorial Park

**14. CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE – None**

**15. CLOSED SESSION ANNOUNCEMENT**

**16. OPEN SESSION**

**17. ADJOURNMENT**

**THIS NOTICE OF AGENDA IS HEREBY CERTIFIED TO HAVE BEEN POSTED AT OR BEFORE 2:00 P.M., MONDAY, September 9, 2019**

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

**DATE:** July 11, 2019

**TIME:** 2:00 P.M.

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

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

District Manager Jurasky reported that Trustee Mallotto had contacted her, and said she was running a few minutes late.

**2. ROLL CALL**

Present: Jan M. Pye, Chairperson  
William G. Kleindienst, Vice Chairperson  
Bary A. Freet, Member, Secretary  
Tim M. Radigan-Brophy, Member

Also, Present: Kathleen Jurasky, District Manager  
Steve Quintanilla, Quintanilla & Associates

Not Present: Lynn T. Mallotto, Treasurer

**3. PUBLIC COMMENTS** – Brad Anderson who resides in Rancho Mirage, CA introduced himself, and stated that he was just sitting in on the meeting to observe. The Board and District Manager welcomed him and thanked him for taking the time to attend.

**4. CONFIRMATION OF AGENDA** Motion was made by Trustee Radigan-Brophy, seconded by Trustee Kleindienst to approve the Agenda as presented. Motion carried; vote 4-0 Freet, Kleindienst, Pye and Radigan-Brophy.

Trustee Pye stated that she had questions regarding items on the Consent Calendar. She asked if PSCD was reimbursed by PMPC for the \$15.60 expenditure. District Manager Jurasky replied yes, it was reimbursed by check from the PMPC on July 2, 2019.

She referred to page 5b 2 of 6 check #22593 paying for February and March 2019 legal services, and requested that attorney Quintanilla submit invoices to cover the months of April, May and June for year-end financials. Attorney Quintanilla stated that he would have his office prepare immediately and submit to the District.

Trustee Pye also referenced check #22597 final payment for strategic planning, and wanted to know to total cost. District Manager replied \$15,000.00, and the final check would be released upon delivery of the bound strategic plan documents on July 17, 2019 at a meeting she has scheduled with Jim McComb.

She also asked (referring to check #22584) if Yellow Page advertising annual fee of \$182.30 is necessary. Following a discussion, the consensus was yes.

**5. CONSENT CALENDAR** Following the discussion above motion was made by Trustee Radigan-Brophy, seconded by Trustee Freet to approve the Consent Calendar as presented. Motion carried; roll call 4-0 Freet, Kleindienst, Radigan-Brophy and Pye.

Trustee Kleindienst stated that he may have a possible conflict of interest addressing item 6a due to the fact that his wife does business with the East 40 Acres lessee, and he left the meeting.

**6. ADMINISTRATIVE CALENDAR a. East 40 Acres Lease Agreement, Proposal and Presentation – Bert Garland, Garland Commercial Group and Bennion Deville Commercial** Trustee Pye requested that all Trustees, Attorney and District Manager introduce themselves.

Attorney Quintanilla gave an overview of the East 40-acre parcel declaration as surplus land, the lease agreement and possessory property taxes due. He then gave an overview of the East 40-acre parcel land exchange between the Cities of Cathedral City and Rancho Mirage.

Trustee Mallotto arrived at 2:08PM

Mr. Garland introduced himself, and gave a brief summary of his background, the companies he represents and the products that the companies build. He stated that he and his two partners develop commercial real estate, have joined with the other companies and contacted Mario Gonzales to discuss the possibility of acquiring his lease and developing a project on the 40-acre parcel.

He then presented the Board with a flyer from Da Vall Center, LLC regarding the property and its usage, which Mr. Garland said were misrepresented. With further investigations of documents, he noticed the name of Jane Alcumbrac on several and since she worked for Bennion Deville he contacted her. She suggested that he contact the District Manager of PSCD, which he did, and he and Jane Alcumbrac met with Kathleen Jurasky, District Manager.

District Manager Jurasky gave him a public overview of the lease agreement, property tax status and the fact that the Board of Trustees knew nothing about his arrangements to possibly acquire the lease agreement from Mr. Gonzales.

Mr. Garland stated that they are very interested in developing the property, and reviewed the potential uses for the site with the Board.

Following a discussion Trustee Pye informed Mr. Garland that there may not be an August board meeting, and there will not be any communication before September. They thanked him for his presentation, he thanked them for allowing him to make it, and said he looks forward to hearing from the in the future.

Trustee Kleindienst returned to the meeting at 2:34:PM

**b. District Investment General Overview & Update – Neal Wilson, Wealth Consulting Group** Mr. Wilson reported that June was a good month the portfolio increased almost \$35,000.00, and first six months (year-to-date) the portfolio is up more than \$237,000.00. Which represents a 2.75% overall increase net of fees. He stated that the fact that most of the investments are in treasuries and CD's the portfolio is doing very well.

Motion was made by Trustee Radigan-Brophy, seconded by Trustee Kleindienst to receive and file. Motion carried; roll call 5-0 Freet, Kleindienst, Mallotto, Pye and Radigan-Brophy.

**c. Board of Trustees General Provisions and Government & Trustees Duties and Responsibilities** District Manager Jurasky stated that the only change is noted on page 6c 3 of 5 item #16 that increases from \$2,500.00 to \$5,000.00 the District Manager purchase limit without Board approval at the May 9, 2019 board meeting. Following a discussion there were no other changes. Motion was made by Trustee Radigan-Brophy, seconded by Trustee Freet to approve the change to the Board of Trustees General Provisions. Motion carried, roll call 5-0, Freet, Kleindienst, Mallotto Pye and Radigan-Brophy.

**d. Discussion Capital Improvements and Possible Direction for Concept of PSCD Master Plan – Agenda Item Requested by Trustee Freet** Trustee Freet expressed his concerns regarding any development without a master Plan. He stated that he can't vote on developments to the site without a master plan that gives directions as to where The District is going in the future. He stated that he would like to see a plan that addresses needs for the next twenty years.

Following a discussion motion was made by Trustee Freet, seconded by Trustee Kleindienst directing attorney Quintanilla to investigate cost and feasibility of working with other public cemetery districts on the possibility of preparing a joint nexus study for the purpose of collecting development impact fees.

**e. Discussion PSCD Water Usage - Agenda Item Requested by Trustee Freet** Trustee Freet stated that he had a personal complaint brought to him regarding a person visiting the gravesite of a loved one at DMP, and they were tired of getting wet. He said that he called District Manager Jurasky and informed her of what was said to him, and she stated that watering during the day was correct. She explained to Trustee Freet that SCE has changed there TOU rates and it is currently more expensive to water during the evenings and nights which the District used to do, and told him that SCE is using solar as to the reason why.

District Manager Jurasky further explained the SCE TOU rates and hours of watering during summer and winter.

Following a discussion District Manager Jurasky was directed to develop a plan/signage/website notifying the public of the TOU established by SCE for summer and winter hours. This item to be placed on a future agenda for Board to approve wording prior to posting.

**f. Discussion PSCD Agenda Staff Reports** Following a discussion District Manager Jurasky was instructed to prepare staff reports on a case by case basis as needed, and when not needed detailed information is to be provided for clarification of agenda items.

**g. CSDA Annual Conference and Exhibitors Showcase September 25-28, 2019 in Anaheim, CA** Following a discussion motion was made Trustee Radigan-Brophy, seconded by Trustee Mallotto to approve Trustees, District Manager Jurasky and a staff member attending CSDA Annual Conference and Exhibitors Showcase in Anaheim, CA. This approval is to include all necessary expenses. Motion carried, roll call 5-0, Freet, Kleindienst, Mallotto Pye and Radigan-Brophy.

**h. CAPC Annual Education Seminar and Area Meeting October 11-12, 2019 in Ventura, CA** Following a discussion motion was made Trustee Radigan-Brophy, seconded by Trustee Mallotto to approve Trustees, District Manager Jurasky and one staff member attending CAPC Annual Education Seminar and Area Meeting in Ventura, CA. This approval is to include all necessary expenses. Motion carried, roll call 5-0, Freet, Kleindienst, Mallotto Pye and Radigan-Brophy.

**i. Discussion and Approval to Cancel August 2019 Board Meeting** Following a discussion motion was made by Trustee Kleindienst, seconded by Trustee Freet to approve cancelling the August 8, 2019 board meeting. Motion carried, vote 5-0. Freet, Kleindienst, Mallotto, Pye and Radigan-Brophy.

**7. LEGISLATIVE CALENDAR**      **a. Resolution 1-2019, Adopting a Paid Leave Policy** Following a discussion motion was made by Trustee Kleindienst, seconded by Trustee Mallotto to approve Resolution 1-2019, Adopting a Paid Leave Policy Motion carried, roll call 5-0. Freet, Kleindienst, Mallotto, Pye and Radigan-Brophy.

**b. Resolution 7-2019, Public Records Act Guide for Implementing the California Public Records Act to Ensure Public Access** Steve Quintanilla District's attorney gave an overview of the Guide. Following a discussion motion was made by Trustee Kleindienst, seconded by Trustee Freet to approve Resolution 7-2019, Public Records Act Guide for Implementing the California Public Records Act to Ensure Public Access. Motion carried, vote 5-0. Freet, Kleindienst, Mallotto, Pye and Radigan-Brophy.

7. **LEGISLATIVE CALENDAR** – Continued

c. **Resolution 8-2019, Transfer Interment Rights & Costs from PN to ACO & GF** Motion was made by Trustee Freet, seconded by Trustee Kleindienst to approve Resolution 8-2019 transferring \$8,193.88 from PreNeed Fund, 51265 to the General Fund, 51270 and \$1,175.00 from PreNeed Fund, 51265 to Accumulative Capital Fund, 51275. Motion carried, roll call 4-0. Freet, Kleindienst, Mallotto, Pye and Radigan-Brophy.

8. **TRUSTEE SIGNATURES AND ATTORNEY** Trustees signatures were completed.

9. **BOARD DEVELOPMENT** a. **Investment Policy** – No action taken

10. **PUBLIC HEARING CALENDAR** – None

11. **COMMITTEE REPORTS** – None

12. **REPORTS** a. **Trustee Report** Trustee Kleindienst shared his vacation experiences visiting the cemetery in Normandy while in France.

Trustee Pye requested the East 40 Acre lease agreement be placed on the September 8, 2019 agenda.

b. **District Manager Report**

1. **Human Resource Research** District Manager Jurasky reported she is researching human resources companies that can be used when needed.

District Manager stated that Scott Vickrey, Office Accountant had prepared a grant request to cover \$54,000.00 of \$84,000.00 from the Coachella Valley Mountains Conservancy for the removal of Tamarisk Tree, and it was approved. Trustee Pye called Scott into the meeting, and the Board praised him for his work and thanked him.

13. **FUTURE AGENDA ITEMS** a. **Discussion in 2020/2021 Possible Cap on PSCD Monthly Employer Contribution for Employee Health Insurance Premiums** No action taken

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

c. **Marketing** No action taken

d. **Review for Discussion and Possible Approval the Concept of Public Restrooms – Veteran Chapel**  
No action taken

14. **CLOSED SESSION - READING OF THE SAFE HARBOR LANGUAGE** –

15. **CLOSED SESSION ANNOUNCEMENT**–

16. **OPEN SESSION** – None

17. **ADJOURNMENT** Meeting was adjourned by Trustee Pye at 3:54 P.M. No August board meeting. The next regular board meeting is scheduled for 2:00 P.M., Thursday, September 12, 2019.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Bary A. Freet, Secretary

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Jul 1, 2019 to Jul 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
7/1/19	22623	JULY 2019 PSCD EMPLOYEE DENTAL INSURANCE E STANDARD INSURANCE COMPANY RB	445.84	445.84
7/1/19	22624	JULY 2019 PSCD EMPLOYEE LIFE INSURANCE EXPE STANDARD INSURANCE COMPANY RQ	64.50	64.50
7/1/19	22625	JULY 2019 PSCD EMPLOYEE VISION INSURANCE EX METLIFE GROUP BENEFITS	63.41	63.41
7/1/19	22626	INVOICE INV000000277648 - WELL #2 FOR PERIOD 7/ INVOICE INV000000277653 - OFFICE FOR PERIOD 7/0 ONE RING NETWORKS	138.00 138.00	276.00
7/1/19	22627	DISTRICT MANAGER CELL PHONE FOR PERIOD EN A T & T MOBILITY	148.28	148.28
7/1/19	22628	INVOICE 66602 - PROPERTY LIABILITY INSURANCE INVOICE 66163 - WORKER COMPENSATION INSURA SPECIAL DISTRICT RISK MANAGEMENT AUTH	19,591.53 6,404.22	25,995.75
7/1/19	22629	INVOICE 5391 - LANDSCAPE MAINTENANCE FOR JU KIRKPATRICK LANDSCAPING SERVICES	19,748.00	19,748.00
7/1/19	22630	JANITORIAL SERVICES FOR JUNE 2019 JAMILETH MOYA	350.00	350.00
7/1/19	22631	INVOICE 2531.001-01- INTERMENT SITE DESIGN MSA CONSULTING, INC	4,500.00	4,500.00
7/1/19	22632	INVOICE 2531.002-01 - LANDSCAPING FOR DA VALL MSA CONSULTING, INC	1,020.00	1,020.00
7/3/19	22633	SALES TAX FOR PERIOD 4/01/2019 - 6/30/2019 CALIFORNIA DEPT OF TAX & FEE ADMINISTRA	1,316.00	1,316.00
7/9/19	22634	RO #731325 - VEHICLE MAINTENANCE FOR FORD R PALM SPRINGS MOTORS	123.02	123.02
7/9/19	22635	INVOICE IN039778 - (6) #5 VAULTS WHITED CEMETERY SERVICE	1,310.00	1,310.00
7/9/19	22636	INVOICE 1907133 - SECURITY PATROL 07-01 THRU 0 MAXWELL SECURITY SERVICES, INC	725.00	725.00
7/9/19	22637	INVOICE 1906-024 - JUNE MAINTENANCE SERVICE SOUTH WEST PUMP & DRILLING, INC	150.00	150.00
7/9/19	22638	WMC USAGE DESERT WATER AGENCY	811.82	811.82
7/9/19	22639	YELLOW PAGE ADVERTISING DEX YP	182.30	182.30
7/9/19	22640	INVOICE 19935 - INSECTICIDE TREATMENT FOR TR DESERT ARBORIST SERVICES	11,580.00	11,580.00
7/10/19	22641	INVOICE 58498 - (12) PLASTIC VASES & (12) SPARTA	697.34	

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Jul 1, 2019 to Jul 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
		ASCO PACIFIC, INC.		697.34
7/10/19	22642	INVOICE 57 - EAGLE SPRINKLERS JUAN C CORTEZ JR	754.45	754.45
7/10/19	22643	BURIAL RIGHT REPURCHASE - C-16#118 (VERNE M TERESE MORISON & JACQUELYN SMITH	335.00	335.00
7/10/19	22644	**VOID**VOID**		
7/10/19	22645	INVOICE P27261 - TRACTOR BATTERIES \$409.75 LESS CREDIT FOR REFUND 58.73 POWERPLAN OIB ( RDO EQUIPMENT )	351.02	351.02
7/10/19	22646	INVOICE 5460 - SATURDAY 6/08/19 BURIAL SUNDAY 7/07/19 BURIAL KIRKPATRICK LANDSCAPING SERVICES	348.00 522.00	870.00
7/11/19	22647	ACCOUNT 332245-850914 WELL REPLENISHMENT COACHELLA VALLEY WATER DIST	1,998.82	1,998.82
7/11/19	22648	INVOICE 7173247 -MONTHLY BILL FOR JUNE WESTERN EXTERMINATOR	82.50	82.50
7/16/19	22649	OFFICE PHONE FOR PERIOD THRU 08/06/19 FRONTIER COMMUNICATIONS	438.16	438.16
7/16/19	22650	INVOICE IT0000003128 - PS FINANCIALS INVOICE IT0000003134 - DATA VPN RIVERSIDE COUNTY INFORMATION TECHNOLOGY	99.52 4.55	104.07
7/16/19	22651	INVOICE 58605 - (12) TRION ZINC FLUSH VASES INVOICE 58604 - (2) FOUR SEAT EXTENZO CHAIRS F ASCO PACIFIC, INC.	410.24 495.22	905.46
7/16/19	22652	FOR LEGAL SERVICES 05/01/2019 TO 05/31/2019 FOR LEGAL SERVICES 06/01/2019 TO 06/30/2019 QUINTANILLA & ASSOCIATES	1,344.00 938.00	2,282.00
7/22/19	22653	INVOICE 09G0032777377 - BOTTLED WATER & OTHE READY REFRESH BY NESTLE	77.53	77.53
7/22/19	22654	INVOICE AC0000001687 - LAFCO FY20 FEES LAFCO FY20 ADMIN FEES COUNTY OF RIVERSIDE	313.66 79.38	393.04
7/22/19	22655	INVOICE 3968217 - COURIER SERVICE 07/03/2019 & 0 GOLDEN STATE OVERNIGHT	32.42	32.42
7/22/19	22656	INVOICE IN039843 - (1) #0 LINER (10) #5 LINERS WHITED CEMETERY SERVICE	1,717.00	1,717.00
7/22/19	22657	ACCOUNT 180819-512108 - BUSINESS FOR PERIOD EN ACCOUNT 559833-884768 - ADMIN BUILDING FOR PE ACCOUNT 559831-884770 - FIRE PROTECTION COACHELLA VALLEY WATER DIST	16.96 24.22 75.90	117.08



**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
**For the Period From Jul 1, 2019 to Jul 31, 2019**

Date	Check #	Line Description	Debit Amount	Credit Amount
7/22/19	22658	INVOICE 58632 - (2) CASKET CARRIAGE WHEELS ASCO PACIFIC, INC.	113.37	113.37
7/22/19	22659	INVOICE 593968 - IRRIGATION SYSTEM REPAIR SUP HIGH TECH IRRIGATION, INC	222.90	222.90
7/22/19	22660	TRASH SERVICE FOR JUL BURRTEC WASTE & RECYCLING SVCS	390.47	390.47
7/22/19	22661	ACCOUNT 027574 MONTHLY SERVICE FOR AMERIC ANNUAL CONDITION POOL WITH CHEMICALS ELOY'S POOL SERVICE & REPAIRS	50.00 95.00	145.00
7/31/19	22662	GROUND SUPERVISOR & OFFICE CELL PHONES FO SPRINT	125.30	125.30
7/31/19	22663	INVOICE 2531.001-02 - INTERMENT SITE DESIGN INVOICE 2531.002-02 - LANDSCAPING FOR DA VALL MSA CONSULTING, INC	510.05 2,380.00	2,890.05
7/31/19	22664	JUL 2019 PSCD EMPLOYEE RETIREMENT EXPENSE JUL 2019 EMPLOYEE 403B PAYABLE - K JURASKY OPPENHEIMER FUNDS SERVICES	597.49 1,846.16	2,443.65
7/31/19	22665	JUL 2019 PSCD EMPLOYEE RETIREMENT EXPENSE FRANKLIN - TEMPLETON	212.54	212.54
7/31/19	22666	JUL 2019 PSCD EMPLOYEE RETIREMENT EXPENSE FRANKLIN - TEMPLETON	218.18	218.18
7/31/19	22667	JUL 2019 PSCD EMPLOYEE RETIREMENT EXPENSE FRANKLIN - TEMPLETON	294.69	294.69
7/31/19	22668	JUL 2019 PSCD EMPLOYEE RETIREMENT EXPENSE FRANKLIN - TEMPLETON	226.59	226.59
7/8/19	DEBIT	JULY 2019 PSCD EMPLOYEE HEALTH INSURANCE E JULY 2019 PSCD RETIREE HEALTH INSURANCE EXP JULY 2019 EMPLOYEE PORTION OF HEALTH INSUR CALPERS	5,273.63 1,184.49 593.56	7,051.68
7/19/19	DEBIT	ACCOUNT 3-001-6901-55 WELL #2 - FOR PERIOD 3/14/ ACCOUNT 3-001-6901-55 WELL #2 - FOR PERIOD 6/13/ ACCOUNT 3-003-6360-97 WMC - FOR PERIOD 6/13/19 ACCOUNT 3-011-5009-75 DAVALL GATE - FOR PERIO ACCOUNT 3-040-5194-97 ADMIN BUILDING - FOR PE ACCOUNT 3-040-5197-97 ADMIN BUILDING - FOR PE ACCOUNT 3-016-9583-84 WELL #4 - FOR PERIOD 6/10/ SO CAL EDISON	7.00 366.25 12.86 31.50 7.00 1,164.76 3,089.95	4,679.32
7/1/19	DEBIT JR	USPS - POSTAGE STAMPS COMPANY DEBIT CARD	110.00	110.00
7/18/19	DEBIT JR	EL RANCHITO - EMPLOYEE SAFTEY MEETING LUN COMPANY DEBIT CARD	71.23	71.23

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Jul 1, 2019 to Jul 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
7/18/19	DEBIT JR	EL RANCHITO - EMPLOYEE SAFETY MEETING LUN COMPANY DEBIT CARD	4.01	4.01
7/9/19	DEBIT JR	HARBOR FREIGHT - CASKET CARRIAGE TIRE COMPANY DEBIT CARD	32.60	32.60
7/10/19	DEBIT JR	HARBOR FREIGHT - EXCHANGE TIRE FOR SWIVEL COMPANY DEBIT CARD	2.18	2.18
7/1/19	DEBIT KJ	ACCO BRANDS DIRECT - 2020 DAYBOOK COMPANY DEBIT CARD	23.82	23.82
7/8/19	DEBIT KJ	ICLOUD: 200GB STORAGE PLAN COMPANY DEBIT CARD	2.99	2.99
7/10/19	DEBIT KJ	STAPLES - INK CARTRIDGES AND OTHER OFFICE S COMPANY DEBIT CARD	586.05	586.05
7/19/19	DEBIT KJ	USPS - (2) ROLLS OF POSTAGE STAMPS COMPANY DEBIT CARD	110.00	110.00
7/29/19	DEBIT KJ	CSDA ANNUAL CONFERENCE REGISTRATION - SEP CSDA ANNUAL CONFERENCE REGISTRATION - SEP CSDA ANNUAL CONFERENCE REGISTRATION - SEP COMPANY DEBIT CARD	625.00 625.00 625.00	1,875.00
7/5/19	EDD_TAX	SIT P/R 06/20/2019 TO 07/03/2019 PAID 07/05/2019 SDI P/R 06/20/2019 TO 07/03/2019 PAID 07/05/2019 EMPLOYMENT DEVELOPMENT DEPT	232.81 106.53	339.34
7/19/19	EDD_TAX	SIT P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2019 SDI P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2019 EMPLOYMENT DEVELOPMENT DEPT	234.82 122.20	357.02
7/19/19	EDD_TAX	SUI P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2019 EMPLOYMENT DEVELOPMENT DEPT	55.67	55.67
7/5/19	EXPRESS_	FIT P/R 06/20/2019 TO 07/03/2019 PAID 07/05/2019 SOCIAL SECURITY P/R 06/20/2019 TO 07/03/2019 PAID MEDICARE P/R 06/20/2019 TO 07/03/2019 PAID 07/05/2 BANK OF AMERICA	851.29 1,320.97 308.93	2,481.19
7/19/19	EXPRESS_	FIT P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2019 SOCIAL SECURITY P/R 07/04/2019 TO 07/17/2019 PAI MEDICARE P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2 BANK OF AMERICA	861.04 1,515.57 354.47	2,731.08
7/5/19	FEES	P/R 06/20/2019 TO 07/03/2019 PAID 07/05/2019 CBIZ PAYROLL	74.43	74.43
7/19/19	FEES	P/R 07/04/2019 TO 07/17/2019 PAID 07/19/2019 CBIZ PAYROLL	120.84	120.84
<b>Total</b>			<b>107,957.00</b>	<b>107,957.00</b>

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Aug 1, 2019 to Aug 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
8/1/19	22669	AUG 2019 PSCD EMPLOYEE DENTAL INSURANCE E STANDARD INSURANCE COMPANY RB	445.84	445.84
8/1/19	22670	AUG 2019 PSCD EMPLOYEE LIFE INSURANCE EXPE STANDARD INSURANCE COMPANY RQ	64.50	64.50
8/1/19	22671	K JURASKY EXTRA HEALTH INSURANCE FOR PAY COLONIAL LIFE	203.78	203.78
8/1/19	22672	TRASH SERVICE FOR AUG 2019 BURRTEC WASTE & RECYCLING SVCS	390.47	390.47
8/1/19	22673	INVOICE 42778 - EXTENDED WARRANTY WELL DAI DESERT ALARM INC	179.85	179.85
8/1/19	22674	BURIAL RIGHT REPURCHASE - SECTION A-30 #127 NANCY WEISZ	375.00	375.00
8/1/19	22675	INVOICE 17992-182 METAL DOOR WITH LOCK INVOICE 27992-182 MAINTENANCE ON (2) EXTERIO VORWALLER & BROOKS, INC	1,366.00 390.00	1,756.00
8/1/19	22676	INVOICE IN585032 - WATER COOLER FOR PERIOD 7 INVOICE IN587152 - COPIER MAINTENANCE CONTR AIS	32.63 66.87	99.50
8/1/19	22677	AUG 2019 PSCD EMPLOYEE VISION INSURANCE EX METLIFE GROUP BENEFITS	63.41	63.41
8/1/19	22678	JANITORIAL SERVICES FOR JULY 2019 JAMILETH MOYA	350.00	350.00
8/1/19	22679	INVOICE 5450 - LANDSCAPE MAINTENANCE SERVI KIRKPATRICK LANDSCAPING SERVICES	19,748.00	19,748.00
8/1/19	22680	CAPC ANNUAL EDUCATION SEMINAR & AREA MEE CAPC ANNUAL EDUCATION SEMINAR & AREA MEE CALIFORNIA ASSOC OF PUBLIC CEMETERIES	293.00 293.00	586.00
8/1/19	22681	INVOICE# INV000000280961 WELL #2 SECURITY CA INVOICE #INV000000281003 OFFICE SECURITY CAM ONE RING NETWORKS	138.00 138.00	276.00
8/1/19	22682	INVOICE #61096 - SEPTEMBER RENEWAL PALM SPRINGS CHAMBER OF COMMERCE	250.00	250.00
8/1/19	22683	INVOICE 7984123 - IRRIGATION SYSTEM REPAIR SU EWING IRRIGATION PRODUCTS, INC	67.45	67.45
8/23/19	22684	INVOICE 16375 - ANNUAL MEMBERSHIP THE GREATER COACHELLA VALLEY CHAMBER	350.00	350.00
8/23/19	22685	INVOICE 5526 - (2) SATURDAY BURIALS 7/27/19 KIRKPATRICK LANDSCAPING SERVICES	696.00	696.00
8/23/19	22686	INVOICE 597299 - IRRIGATION SYSTEM REPAIR SUP HIGH TECH IRRIGATION, INC	88.46	88.46

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Aug 1, 2019 to Aug 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
8/23/19	22687	INVOICE 1908133 - SECURITY PATROL 08-01 THRU 0 MAXWELL SECURITY SERVICES, INC	725.00	725.00
8/23/19	22688	YELLOW PAGE ADVERTISING DEX YP	182.30	182.30
8/26/19	22689	INVOICE 3988123 - COURIER SERVICE 8/01/2019 GOLDEN STATE OVERNIGHT	16.14	16.14
8/26/19	22690	INVOICE 0092837-IN - IRRIGATION SYSTEM REPAIR SPORTS TURF IRRIGATION	350.00	350.00
8/26/19	22691	INVOICE IT0000003287 - PS FINANCIALS INVOICE IT0000003322 - DATA VPN RIVERSIDE COUNTY INFORMATION TECHNOLOGY	93.30 4.55	97.85
8/26/19	22692	INVOICE 8549 - REPAIRS TO EYEWASH AND (2) WO GOODMAN PLUMBING, INC	495.00	495.00
8/26/19	22693	INVOICE IN040068 - (1) #0 LINER, (5) #5 LINERS WHITED CEMETERY SERVICE	1,242.00	1,242.00
8/26/19	22694	MONTHLY SERVICE ON AMERICAS PLAZA FOUNTA ELOY'S POOL SERVICE & REPAIRS	50.00	50.00
8/26/19	22695	INVOICE 7233832 - MONTHLY BILL FOR JULY WESTERN EXTERMINATOR	82.50	82.50
8/28/19	22696	INVOICE 1907-020 - JULY MAINTENANCE ON WELL SOUTH WEST PUMP & DRILLING, INC	150.00	150.00
8/28/19	22697	INVOICE 8508 - REPAIR IPV6-2 SYSTEMS BURROWES CONSULTING SVC	120.00	120.00
8/28/19	22698	INVOICE IN591961 - WATER COOLER FOR 08/16/2019 INVOICE IN594272 - COPIER MAINTENANCE CONTR AIS	32.63 66.87	99.50
8/28/19	22699	CAPC ANNUAL EDUCATION SEMINAR & AREA MEE CALIFORNIA ASSOC OF PUBLIC CEMETERIES	293.00	293.00
8/28/19	22700	INVOICE 09H0032777377 - BOTTLED WATER AND OT READY REFRESH BY NESTLE	101.95	101.95
8/28/19	22701	INVOICE 3504818 - RULE 461 LIQUID FUEL DISPENSI INVOICE 3506245 - FLAT FEE FOR FY 19-20 FISCAL Y SOUTH COAST A.Q.M.D.	124.46 136.40	260.86
8/28/19	22702	GROUND SUPERVISOR & OFFICE CELL PHONES FO SPRINT	125.30	125.30
8/28/19	22703	OFFICE PHONES FOR PERIOD ENDING 09/06/2019 FRONTIER COMMUNICATIONS	459.42	459.42
8/28/19	22704	INVOICE 2531.001-03 - SECTIONS B-39 TO B-44 90% L MSA CONSULTING, INC	7,212.30	7,212.30

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
**For the Period From Aug 1, 2019 to Aug 31, 2019**

Date	Check #	Line Description	Debit Amount	Credit Amount
8/28/19	22705	REPURCHASE INTERMENT RIGHTS FOR NICHE C-4	980.00	
		REPURCHASE INTERMENT COSTS PAID BY CONTR	800.00	
		REPURCHASE INTERMENT COSTS PAID BY CONTR	500.00	
		REPURCHASE INTERMENT COSTS PAID BY CONTR	100.00	
		ENDOWMENT CARE DEPOSIT AND CONTRACT SER		
		JOHN RUSCOE & PATRICIA RUSCOE		2,380.00
8/30/19	22706	INVOICE 45545 - MAINTENANCE SHOP FOR PERIOD	89.85	
		INVOICE 45747 - ADMIN BUILDING FOR PERIOD 09/0	89.85	
		INVOICE 44707 - FIRE PROTECTION FOR PERIOD 09/	119.97	
		DESERT ALARM INC		299.67
8/30/19	22707	AUG 2019 PSCD EMPLOYEE RETIREMENT EXPENSE	880.91	
		AUG 2019 EMPLOYEE 403B PAYABLE - K JURASKY	2,769.24	
		OPPENHEIMER FUNDS SERVICES		3,650.15
8/30/19	22708	AUG 2019 PSCD EMPLOYEE RETIREMENT EXPENSE	310.80	
		FRANKLIN - TEMPLETON		310.80
8/30/19	22709	AUG 2019 PSCD EMPLOYEE RETIREMENT EXPENSE	327.26	
		FRANKLIN - TEMPLETON		327.26
8/30/19	22710	AUG 2019 PSCD EMPLOYEE RETIREMENT EXPENSE	448.25	
		FRANKLIN - TEMPLETON		448.25
8/30/19	22711	AUG 2019 PSCD EMPLOYEE RETIREMENT EXPENSE	341.20	
		FRANKLIN - TEMPLETON		341.20
8/9/19	DEBIT	AUG 2019 PSCD EMPLOYEE HEALTH INSURANCE E	5,276.45	
		AUG 2019 PSCD RETIREE HEALTH INSURANCE EXP	1,184.49	
		AUG 2019 EMPLOYEE PORTION OF HEALTH INSUR	593.56	
		CALPERS		7,054.50
8/29/19	DEBIT	ACCOUNT 3-001-6901-55 WELL #2 - FOR PERIOD 07/1	185.95	
		ACCOUNT 3-003-6360-97 WMC - FOR PERIOD 7/15/19	10.70	
		ACCOUNT 3-011-5009-75 DAVALL GATE - FOR PERIO	27.69	
		ACCOUNT 3-040-5194-97 ADMIN BUILDING - FOR PE	1,400.92	
		ACCOUNT 3-016-9582-84 WELL # 4 - TO BE BILLED A		
		SO CAL EDISON		1,625.26
8/27/19	DEBIT	ACCOUNT 332245-850914 - WELL #4 REPLENISHMEN	2,746.58	
		COACHELLA VALLEY WATER DISTRICT		2,746.58
8/29/19	DEBIT	ACCOUNT 180819-512108 - BUSINESS	17.68	
		COACHELLA VALLEY WATER DISTRICT		17.68
8/27/19	DEBIT	WMC USAGE FOR PERIOD ENDING 8/5/2019	910.00	
		DESERT WATER AGENCY		910.00
8/29/19	DEBIT	ACCOUNT 559831-884770 - FIRE PROTECTION	86.99	
		COACHELLA VALLEY WATER DISTRICT		86.99
8/29/19	DEBIT	COACHELLA VALLEY WATER DISTRICT	25.57	
				25.57
8/27/19	DEBIT JR	PANERA - EMPLOYEE SAFETY MEETING LUNCH 8/2	73.83	

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
For the Period From Aug 1, 2019 to Aug 31, 2019

Date	Check #	Line Description	Debit Amount	Credit Amount
		COMPANY DEBIT CARD		73.83
8/2/19	DEBIT KJ	PALM SPRINGS CHAMBER BUSINESS EXPO COMPANY DEBIT CARD	50.00	50.00
8/2/19	DEBIT KJ	CSDA - SDLA GOVERNANCE FOUNDATION SEMINA COMPANY DEBIT CARD	225.00	225.00
8/1/19	DEBIT KJ	ATT - DISTRICT MANAGER CELL PHONE FOR PERI COMPANY DEBIT CARD	149.69	149.69
8/6/19	DEBIT KJ	STAPLES - PRINTER INK COMPANY DEBIT CARD	223.88	223.88
8/7/19	DEBIT KJ	ICLOUD: 200 GB STORAGE PLAN COMPANY DEBIT CARD	2.99	2.99
8/27/19	DEBIT KJ	APPLE - WATCH COMPANY DEBIT CARD	777.22	777.22
8/30/19	DEBIT KJ	MARRIOTT ANAHEIM - CSDA ANNUAL CONFERENC COMPANY DEBIT CARD	211.68	211.68
8/30/19	DEBIT KJ	MARRIOTT ANAHEIM - CSDA ANNUAL CONFERENC COMPANY DEBIT CARD	211.68	211.68
8/2/19	EDD_TAX	SIT P/R 07/18/2019 TO 07/31/2019 PAID 08/02/2019 SDI P/R 07/18/2019 TO 07/31/2019 PAID 08/02/2019 EMPLOYMENT DEVELOPMENT DEPT	232.81 108.55	341.36
8/16/19	EDD_TAX	SIT P/R 08/01/2019 TO 08/14/2019 PAID 08/16/2019 SDI P/R 08/01/2019 TO 08/14/2019 PAID 08/16/2019 EMPLOYMENT DEVELOPMENT DEPT	232.81 106.53	339.34
8/30/19	EDD_TAX	SIT P/R 08/15/2019 TO 08/28/2019 PAID 08/30/2019 SDI P/R 08/15/2019 TO 08/28/2019 PAID 08/30/2019 EMPLOYMENT DEVELOPMENT DEPT	234.54 112.32	346.86
8/2/19	EXPRESS_	FIT P/R 07/18/2019 TO 07/31/2019 PAID 08/02/2019 MEDICARE P/R 07/18/2019 TO 07/31/2019 PAID 08/02/2 SOCIAL SECURITY P/R 07/18/2019 TO 07/31/2019 PAID BANK OF AMERICA	851.29 314.82 1,346.13	2,512.24
8/16/19	EXPRESS_	FIT P/R 08/01/2019 TO 08/14/2019 PAID 08/16/2019 SOCIAL SECURITY P/R 08/01/2019 TO 08/14/2019 PAID MEDICARE P/R 08/01/2019 TO 08/14/2019 PAID 08/16/2 BANK OF AMERICA	851.29 1,320.98 308.94	2,481.21
8/30/19	EXPRESS_	FIT P/R 08/15/2019 TO 08/28/2019 PAID 08/30/2019 SOCIAL SECURITY P/R 08/15/2019 TO 08/28/2019 PAID MEDICARE P/R 08/15/2019 TO 08/28/2019 PAID 08/30/2 BANK OF AMERICA	854.44 1,392.67 325.70	2,572.81
8/2/19	FEES	P/R 07/18/2019 TO 07/31/2019 PAID 08/02/2019 CBIZ PAYROLL	77.88	77.88
8/16/19	FEES	P/R 08/01/2019 TO 08/14/2019 PAID 08/16/2019	74.43	

**PALM SPRINGS CEMETERY DIST**  
**Cash Disbursements Journal**  
**For the Period From Aug 1, 2019 to Aug 31, 2019**

<b>Date</b>	<b>Check #</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
		<b>CBIZ PAYROLL</b>		<b>74.43</b>
<b>8/30/19</b>	<b>FEES</b>	<b>P/R 08/15/2019 TO 08/28/2019 PAID 08/30/2019</b>	<b>81.32</b>	
		<b>CBIZ PAYROLL</b>		<b>81.32</b>
	<b>Total</b>		<b>69,030.71</b>	<b>69,030.71</b>

**PALM SPRINGS CEMETERY DISTRICT**  
**Payroll Disbursement Journal-General Fund**  
**For the Period From July 1, 2019 to August 31, 2019**

<u>Date</u>	<u>Reference</u>	<u>Employee</u>	<u>Amount</u>
4602	7/5/2019	KATHLEEN JURASKY	2,314.35
4603	7/5/2019	JUAN F. REYNA	1,638.96
4604	7/5/2019	STEPHANIE C. LOZANO	1,242.10
4605	7/5/2019	SCOTT W. VICKREY	1,283.99
4606	7/5/2019	EDGAR F. ARCHILA	1,222.15
4613	7/19/2019	KATHLEEN JURASKY	2,314.33
4614	7/19/2019	KATHLEEN JURASKY	400.00
4615	7/19/2019	JUAN F. REYNA	1,045.40
4616	7/19/2019	JUAN F. REYNA	139.01
4617	7/19/2019	STEPHANIE C. LOZANO	1,242.07
4618	7/19/2019	SCOTT W. VICKREY	1,287.68
4619	7/19/2019	EDGAR F. ARCHILA	1,281.03
4620	7/19/2019	BARY A. FREET	164.06
4621	7/19/2019	WILLIAM G. KLEINDIENST	164.06
4622	7/19/2019	LYNN T. MALLOTTO	164.06
4623	7/19/2019	JAN M. PYE	164.05
4624	7/19/2019	TIM RADIGAN-BROPHY	164.06
<u>7/1/19 thru 7/31/19</u>			<u>16,231.36</u>
4630	8/2/2019	KATHLEEN JURASKY	2,314.35
4631	8/2/2019	JUAN F. REYNA	1,638.96
4632	8/2/2019	JUAN F. REYNA	185.34
4633	8/2/2019	STEPHANIE C. LOZANO	1,242.09
4634	8/2/2019	SCOTT W. VICKREY	1,283.98
4635	8/2/2019	EDGAR F. ARCHILA	1,222.15
4641	8/16/2019	KATHLEEN JURASKY	2,314.34
4642	8/16/2019	JUAN F. REYNA	1,638.96
4643	8/16/2019	STEPHANIE C. LOZANO	1,242.10
4644	8/16/2019	SCOTT W. VICKREY	1,283.98
4645	8/16/2019	EDGAR F. ARCHILA	1,222.15
4651	8/30/2019	KATHLEEN JURASKY	2,314.35
4652	8/30/2019	KATHLEEN JURASKY	400.00
4653	8/30/2019	JUAN F. REYNA	1,045.40
4654	8/30/2019	JUAN F. REYNA	104.26
4655	8/30/2019	STEPHANIE C. LOZANO	1,242.08
4656	8/30/2019	SCOTT W. VICKREY	1,303.10
4657	8/30/2019	EDGAR F. ARCHILA	1,222.15
<u>8/1/19 thru 8/31/19</u>			<u>23,219.74</u>
<b><u>TOTAL FOR JULY &amp; AUGUST</u></b>			<b><u>39,451.10</u></b>



**GENERAL FUND, INVESTMENTS & ACO DISBURSEMENT RECAP**  
**July and August 2019**

July Cash Disbursement Journal	107,957.00
July Payroll Disbursement Journal	16,231.36
August Cash Disbursement Journal	69,030.71
August Payroll Disbursement Journal	23,219.74

<b>TOTAL PSCD DISBURSEMENTS</b>	<b>216,438.81</b>
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<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>185,843.57</b>
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July Payment Voucher # 1640	54,277.28
July Payment Voucher # 1641	48,796.80
August Payment Voucher #1643	28,989.85
August Payment Voucher #1644	50,654.86
Total Payment Vouchers	182,718.79

**LOT Repurchases:**

Morison - Check 22643	335.00
Weisz - Check 22674	375.00
Ruscoe - Check 22705	2,380.00
Total Lot Repurchases	3,090.00

Credit Refund from Harbor Freight (7/11/19)	34.78
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<b>TOTAL ACO EXPENDITURES</b>	<b>30,595.24</b>
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July ACO Payment Voucher # 1642	17854.45
MSA Consulting - Interment Site Design	4,500.00
MSA Consulting - Landscaping for Da Vall	1,020.00
Desert Arborist Services	11,580.00
Insecticide Treatment for Trees	
Juan Cortez/Environmental Rebuild	754.45
Eagle Sprinklers	
	17,854.45

August ACO Payment Voucher #1645	12,740.79
ASCO Pacific - (2)Four Seat Extenzo Chairs	495.22
MSA Consulting - Interment Site Design	510.05
MSA Consulting - Landscaping for Da Vall	2,380.00
Vorwaller & Brooks - Metal Building Door	1,366.00
MSA Consulting - Interment Site Design	7,212.30
Apple - Watch	777.22

12,740.79

<b>PET CEMETERY DRAWDOWNS</b>	<b>0.00</b>
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Loan Amount:	25,000.00
Current Balance Remaining:	15,000.00

Pet Cemetery reimbursed Expenses paid by PSCD totaling \$161.80 (7/3/2019)

<b>TOTAL July &amp; August 2019 DISBURSEMENTS</b>	<b>216,438.81</b>
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**PALM SPRINGS CEMETERY DISTRICT  
SITE SALES & INTERMENTS  
August 2019**

**SALES**

	Prior Months		Aug-19		FY 2019/2020 YTD Totals		FY 2018/2019 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult, C	6	0	7	0	13	0	15	0
Adult, A&B	2	0	2	0	4	0	19	0
Premium	6	0	6	0	12	0	15	0
Child	1	0	0	0	1	0	0	0
Cremation	1	0	1	0	2	0	2	0
Niche	0	0	0	0	0	0	6	0
<b>TOTALS</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>57</b>	<b>0</b>

**LOT REPURCHASES**

	Prior Months		Aug-19		FY 2019/2020 YTD Totals		FY 2018/2019 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	3	0	0	0	3	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	2	0	2	0	0	0
<b>TOTALS</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>

**TOTAL INTERMENTS**

	Prior Months		Aug-19		FY 2019/2020 YTD Totals		FY 2018/2019 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	14	0	13	0	27	0	28	1
Child	2	0	0	0	2	0	0	0
Cremation	4	1	3	0	7	1	6	1
Niche	2	0	0	0	2	0	6	0
<b>TOTALS</b>	<b>22</b>	<b>1</b>	<b>16</b>	<b>0</b>	<b>38</b>	<b>1</b>	<b>40</b>	<b>2</b>

**SATURDAY INTERMENTS**

	Prior Months		Aug-19		FY 2019/2020 YTD Totals		FY 2018/2019 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	2	0	1	0	3	0	3	0
Child	0	0	0	0	0	0	0	0
Cremation	1	0	1	0	2	0	1	0
Niche	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>3</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>4</b>	<b>0</b>

**SUNDAY INTERMENTS**

	Prior Months		Aug-19		FY 2019/2020 YTD Totals		FY 2018/2019 YTD Totals	
	DMP	WMC	DMP	WMC	DMP	WMC	DMP	WMC
Adult	1	0	0	0	1	0	0	0
Child	0	0	0	0	0	0	0	0
Cremation	0	0	0	0	0	0	0	0
Niche	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>

**PALM SPRINGS CEMETERY DIST  
INCOME STATEMENT - GENERAL FUND  
FOR THE TWO MONTHS ENDING AUGUST 31, 2019**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
<b>REVENUE</b>						
OPEN AND CLOSE	15,025.00	19,790.00	(4,765.00)	35,235.00	40,200.00	(4,965.00)
MISC SPECIAL SET-UP	450.00	450.00	0.00	775.00	675.00	100.00
INTEREST RECEIVED	1.81	3.66	(1.85)	5.21	7.87	(2.66)
LAND LEASE	11,313.98	5,492.23	5,821.75	11,313.98	10,984.46	329.52
CREDIT CARD CONVEN FEE	337.87	470.62	(132.75)	625.45	1,072.96	(447.51)
SAT INTERMENT SURCHARGE	1,500.00	1,500.00	0.00	3,900.00	2,400.00	1,500.00
SUN INTERMENT SURCHARGE	0.00	0.00	0.00	1,100.00	0.00	1,100.00
WITNESS GRAVE CLOSING	1,200.00	700.00	500.00	1,950.00	850.00	1,100.00
VAULTS	1,115.00	820.00	295.00	2,550.00	1,600.00	950.00
CREMATION VAULTS	270.00	180.00	90.00	630.00	450.00	180.00
LINERS	960.00	1,440.00	(480.00)	2,050.00	2,940.00	(890.00)
GRAVE VASES	546.75	661.75	(115.00)	986.75	1,421.80	(435.05)
MEMORIAL WALL INCOME	300.00	0.00	300.00	300.00	0.00	300.00
ENR SURCHARGE	3,000.00	3,170.00	(170.00)	5,510.00	6,590.00	(1,080.00)
LOT TRANSFERS	300.00	0.00	300.00	400.00	200.00	200.00
HANDLING FEE	5,255.00	6,040.00	(785.00)	11,890.00	12,705.00	(815.00)
PRENEED CONTRACT SERVICE CHG	400.00	600.00	(200.00)	900.00	1,300.00	(400.00)
VASE/HDSTN SET & CLEAN	4,010.00	3,330.00	680.00	8,490.00	7,650.00	840.00
<b>TOTAL REVENUE</b>	<b>45,985.41</b>	<b>44,648.26</b>	<b>1,337.15</b>	<b>88,611.39</b>	<b>91,047.09</b>	<b>(2,435.70)</b>
<b>EXPENSES</b>						
REGULAR SALARIES	32,977.41	31,798.16	1,179.25	55,112.98	52,847.07	2,265.91
BOT MEETING COMPENSATION	0.00	718.36	(718.36)	897.95	1,436.72	(538.77)
BOT CONFERENCES	811.00	1,725.00	(914.00)	2,061.00	1,725.00	336.00
BOT TRAVEL & EXPENSES	211.68	0.00	211.68	211.68	0.00	211.68
RETIREMENT/PENSION	2,308.42	0.00	2,308.42	3,857.91	1,473.42	2,384.49
FICA	2,029.89	2,001.31	28.58	3,448.17	3,341.08	107.09
MEDICARE	474.73	468.05	6.68	806.42	781.38	25.04
EMPLOYEE GROUP INSURANCE	5,850.20	5,339.20	511.00	11,697.58	10,685.30	1,012.28
RETIREE GROUP INSURANCE	1,184.49	1,146.90	37.59	2,368.98	2,293.80	75.18
UNEMPLOYMENT INSURANCE	0.00	44.54	(44.54)	55.67	89.08	(33.41)
WORKERS COMP INSURANCE	533.69	468.48	65.21	1,067.38	936.96	130.42
ELECTRICITY	1,625.26	8,594.50	(6,969.24)	6,304.58	11,150.83	(4,846.25)
TELEPHONE	734.41	594.23	140.18	1,446.15	1,111.83	334.32
WATER	3,786.82	4,192.00	(405.18)	6,714.54	8,959.87	(2,245.33)
COMMUNITY OUTREACH	50.00	127.13	(77.13)	50.00	192.13	(142.13)
VISA-MASTER CHG FEES	475.73	1,174.59	(698.86)	1,334.45	2,045.45	(711.00)
COUNTY SERVICE CHARGE	97.85	102.40	(4.55)	201.92	179.92	22.00
EDUCATION	0.00	225.00	(225.00)	0.00	254.99	(254.99)
GENERAL INSURANCE	1,632.63	1,494.09	138.54	3,265.26	2,988.18	277.08
LOT REPURCHASE	1,355.00	0.00	1,355.00	2,490.00	0.00	2,490.00
OFFICE EXPENSE	1,109.42	3,502.31	(2,392.89)	2,774.69	4,824.84	(2,050.15)
TRAVEL & CONVENTION	504.68	600.00	(95.32)	1,129.68	600.00	529.68
ADVERTISING/PUBLICITY	182.30	180.40	1.90	364.60	495.80	(131.20)
MEMBERSHIP & DUES	600.00	250.00	350.00	679.38	913.36	(233.98)
AUTO TRUCK EXPENSE	0.00	993.43	(993.43)	0.00	993.43	(993.43)
LARGE EQUIPMENT REPAIRS	0.00	0.00	0.00	351.02	0.00	351.02
IRRIGATION SYSTEM REPAIRS	505.91	340.66	165.25	728.81	340.66	388.15
GASOLINE, OIL, TIRES	0.00	0.00	0.00	113.37	0.00	113.37
PLANT & BUILDING	2,648.35	1,586.50	1,061.85	3,183.82	3,772.67	(588.85)
TOOLS & SUPPLIES	0.00	0.00	0.00	0.00	80.48	(80.48)
GRAVE LINERS & VAULTS	1,242.00	1,746.00	(504.00)	4,269.00	4,991.37	(722.37)
GRAVE VASES	0.00	0.00	0.00	1,107.58	0.00	1,107.58
CONTRACT TREE/GARDEN MAINTNCE	19,748.00	19,748.00	0.00	19,748.00	19,748.00	0.00
CONTRACT BURIALS	696.00	0.00	696.00	1,218.00	0.00	1,218.00
SECURITY CAMERA EXPENSE	138.00	138.00	0.00	276.00	276.00	0.00
DMP GROUNDS SECURITY	725.00	725.00	0.00	1,450.00	1,450.00	0.00
<b>TOTAL EXPENSES</b>	<b>(84,238.87)</b>	<b>(90,024.24)</b>	<b>5,785.37</b>	<b>(140,786.57)</b>	<b>(140,979.62)</b>	<b>193.05</b>
<b>NET CHANGE FROM OPERATIONS</b>	<b>(38,253.46)</b>	<b>(45,375.98)</b>	<b>7,122.52</b>	<b>(52,175.18)</b>	<b>(49,932.53)</b>	<b>(2,242.65)</b>
OTHER REVENUE & EXPENSE						
TOTAL OTHER REVENUE & EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
<b>NET CHANGE</b>	<b>(38,253.46)</b>	<b>(45,375.98)</b>	<b>7,122.52</b>	<b>(52,175.18)</b>	<b>(49,932.53)</b>	<b>(2,242.65)</b>

**PALM SPRINGS CEMETERY DIST  
ANNUAL BUDGET INCOME STATEMENT - GENERAL FUND  
FOR THE TWO MONTHS ENDING AUGUST 31, 2019**

	PTD ACTUAL	PTD BUDGET	VARIANCE	YTD ACTUAL	ANNUAL BUDGET	VARIANCE
<b>REVENUE</b>						
OPEN AND CLOSE	15,025.00	25,554.00	(10,529.00)	35,235.00	306,650.00	(271,415.00)
MISC SPECIAL SET-UP	450.00	242.00	208.00	775.00	2,900.00	(2,125.00)
RETURNED CHECK BANK CHARGE	0.00	4.00	(4.00)	0.00	50.00	(50.00)
INTEREST RECEIVED	1.81	3.00	(1.19)	5.21	35.00	(29.79)
LAND LEASE	11,313.98	5,657.00	5,656.98	11,313.98	67,884.00	(56,570.02)
CREDIT CARD CONVEN FEE	337.87	392.00	(54.13)	625.45	4,700.00	(4,074.55)
SAT INTERMENT SURCHARGE	1,500.00	1,633.00	(133.00)	3,900.00	19,600.00	(15,700.00)
SUN INTERMENT SURCHARGE	0.00	863.00	(863.00)	1,100.00	10,360.00	(9,260.00)
WITNESS GRAVE CLOSING	1,200.00	1,075.00	125.00	1,950.00	12,900.00	(10,950.00)
TAX COLLECTIONS	0.00	27,255.00	(27,255.00)	0.00	327,056.00	(327,056.00)
VAULTS	1,115.00	1,421.00	(306.00)	2,550.00	17,050.00	(14,500.00)
CREMATION VAULTS	270.00	0.00	270.00	630.00	0.00	630.00
LINERS	960.00	1,988.00	(1,028.00)	2,050.00	23,850.00	(21,800.00)
GRAVE VASES	546.75	731.00	(184.25)	986.75	8,775.00	(7,788.25)
MEMORIAL WALL INCOME	300.00	17.00	283.00	300.00	200.00	100.00
ENR SURCHARGE	3,000.00	3,904.00	(904.00)	5,510.00	46,850.00	(41,340.00)
LOT TRANSFERS	300.00	133.00	167.00	400.00	1,600.00	(1,200.00)
COUNTY INTEREST INCOME	0.00	13.00	(13.00)	0.00	150.00	(150.00)
HANDLING FEE	5,255.00	8,015.00	(2,760.00)	11,890.00	96,175.00	(84,285.00)
PRENED CONTRACT SERVICE CHG	400.00	992.00	(592.00)	900.00	11,900.00	(11,000.00)
VASE/HDSTN SET & CLEAN	4,010.00	4,146.00	(136.00)	8,490.00	49,750.00	(41,260.00)
<b>TOTAL REVENUE</b>	<b>45,985.41</b>	<b>84,038.00</b>	<b>(38,052.59)</b>	<b>88,611.39</b>	<b>1,008,435.00</b>	<b>(919,823.61)</b>
<b>EXPENSES</b>						
REGULAR SALARIES	32,977.41	25,762.00	7,215.41	55,112.98	309,141.00	(254,028.02)
BOT MEETING COMPENSATION	0.00	1,122.00	(1,122.00)	897.95	13,469.00	(12,571.05)
BOT CONFERENCES	811.00	333.00	478.00	2,061.00	4,000.00	(1,939.00)
BOT TRAVEL & EXPENSES	211.68	375.00	(163.32)	211.68	4,500.00	(4,288.32)
TEMPORARY HELP	0.00	333.00	(333.00)	0.00	4,000.00	(4,000.00)
RETIREMENT/PENSION	2,308.42	1,723.00	585.42	3,857.91	20,675.00	(16,817.09)
FICA	2,029.89	1,595.00	434.89	3,448.17	19,140.00	(15,691.83)
MEDICARE	474.73	399.00	75.73	806.42	4,788.00	(3,981.58)
EMPLOYEE GROUP INSURANCE	5,850.20	5,711.00	139.20	11,697.58	68,535.00	(56,837.42)
RETIREE GROUP INSURANCE	1,184.49	1,088.00	96.49	2,368.98	13,056.00	(10,687.02)
UNEMPLOYMENT INSURANCE	0.00	283.00	(283.00)	55.67	3,395.00	(3,339.33)
WORKERS COMP INSURANCE	533.69	694.00	(160.31)	1,067.38	8,333.00	(7,265.62)
ELECTRICITY	1,625.26	4,898.00	(3,272.74)	6,304.58	58,776.00	(52,471.42)
TELEPHONE	734.41	667.00	67.41	1,446.15	8,000.00	(6,553.85)
WATER	3,786.82	2,917.00	869.82	6,714.54	35,000.00	(28,285.46)
COMMUNITY OUTREACH	50.00	375.00	(325.00)	50.00	4,500.00	(4,450.00)
VISA-MASTER CHG FEES	475.73	650.00	(174.27)	1,334.45	7,800.00	(6,465.55)
RETURNED CHECK	0.00	4.00	(4.00)	0.00	50.00	(50.00)
COUNTY SERVICE CHARGE	97.85	100.00	(2.15)	201.92	1,200.00	(998.08)
EDUCATION	0.00	50.00	(50.00)	0.00	600.00	(600.00)
GENERAL INSURANCE	1,632.63	1,629.00	3.63	3,265.26	19,547.00	(16,281.74)
LEGAL	0.00	625.00	(625.00)	0.00	7,500.00	(7,500.00)
LOT REPURCHASE	1,355.00	542.00	813.00	2,490.00	6,500.00	(4,010.00)
OFFICE EXPENSE	1,109.42	1,458.00	(348.58)	2,774.69	17,500.00	(14,725.31)
TRAVEL & CONVENTION	504.68	917.00	(412.32)	1,129.68	11,000.00	(9,870.32)
UNIFORMS & SAFETY EQUIPMENT	0.00	108.00	(108.00)	0.00	1,300.00	(1,300.00)
MTG EXP & SUPPLIES	0.00	25.00	(25.00)	0.00	300.00	(300.00)
CONTRIBUTIONS	0.00	42.00	(42.00)	0.00	500.00	(500.00)
AUDIT	0.00	683.00	(683.00)	0.00	8,200.00	(8,200.00)
ADVERTISING/PUBLICITY	182.30	833.00	(650.70)	364.60	10,000.00	(9,635.40)
MEMBERSHIP & DUES	600.00	392.00	208.00	679.38	4,700.00	(4,020.62)
AUTO TRUCK EXPENSE	0.00	100.00	(100.00)	0.00	1,200.00	(1,200.00)
LARGE EQUIPMENT REPAIRS	0.00	333.00	(333.00)	351.02	4,000.00	(3,648.98)
EQUIPMENT REPAIRS	0.00	54.00	(54.00)	0.00	650.00	(650.00)
IRRIGATION SYSTEM REPAIRS	505.91	833.00	(327.09)	728.81	10,000.00	(9,271.19)
FERTILIZER AND SEED	0.00	896.00	(896.00)	0.00	10,750.00	(10,750.00)
GASOLINE, OIL, TIRES	0.00	458.00	(458.00)	113.37	5,500.00	(5,386.63)
PLANT & BUILDING	2,648.35	1,833.00	815.35	3,183.82	22,000.00	(18,816.18)
ROAD MAINTENANCE	0.00	167.00	(167.00)	0.00	2,000.00	(2,000.00)
TOOLS & SUPPLIES	0.00	267.00	(267.00)	0.00	3,200.00	(3,200.00)
GRAVE LINERS & VAULTS	1,242.00	2,933.00	(1,691.00)	4,269.00	35,200.00	(30,931.00)
GRAVE VASES	0.00	350.00	(350.00)	1,107.58	4,200.00	(3,092.42)
CONTRACT TREE/GARDEN MAINTNCE	19,748.00	19,748.00	0.00	19,748.00	236,976.00	(217,228.00)
CONTRACT BURIALS	696.00	746.00	(50.00)	1,218.00	8,950.00	(7,732.00)
SECURITY CAMERA EXPENSE	138.00	213.00	(75.00)	276.00	2,550.00	(2,274.00)
DMP GROUNDS SECURITY	725.00	725.00	0.00	1,450.00	8,700.00	(7,250.00)
<b>TOTAL EXPENSES</b>	<b>84,238.87</b>	<b>85,989.00</b>	<b>(1,750.13)</b>	<b>140,786.57</b>	<b>1,031,881.00</b>	<b>(891,094.43)</b>
<b>NET CHANGE FROM OPERATIONS</b>	<b>(38,253.46)</b>	<b>(1,951.00)</b>	<b>(36,302.46)</b>	<b>(52,175.18)</b>	<b>(23,446.00)</b>	<b>(28,729.18)</b>
<b>OTHER REVENUE &amp; EXPENSE</b>						
RESERVES TRANSFERRED IN	0.00	3,619.00	(3,619.00)	0.00	43,446.00	(43,446.00)
OTHER EXPENSE APPROP CONTING	0.00	(1,668.00)	1,668.00	0.00	(20,000.00)	20,000.00
<b>NET CHANGE</b>	<b>(38,253.46)</b>	<b>0.00</b>	<b>(38,253.46)</b>	<b>(52,175.18)</b>	<b>0.00</b>	<b>(52,175.18)</b>

**ACCUMULATIVE CAPITAL OUTLAY  
INCOME STATEMENT  
FOR THE TWO MONTHS ENDING AUGUST 31, 2019**

REVENUE	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
BURIAL RIGHT SALES	19,735.00	16,330.00	3,405.00	32,030.00	40,640.00	(8,610.00)
CURRENT INTEREST & DIVIDENDS	2,492.30	2,324.41	167.89	2,492.30	2,324.41	167.89
GAIN/INVEST FAIR VALUE INCREAS	997.25	132.59	864.66	997.25	132.59	864.66
<b>TOTAL REVENUE</b>	<b>23,224.55</b>	<b>18,787.00</b>	<b>4,437.55</b>	<b>35,519.55</b>	<b>43,097.00</b>	<b>(7,577.45)</b>
	<b>23,224.55</b>	<b>18,787.00</b>	<b>4,437.55</b>	<b>35,519.55</b>	<b>43,097.00</b>	<b>(7,577.45)</b>
<b>EXPENSES</b>						
INVESTMENT ADVISOR FEES	1,209.65	1,141.71	67.94	1,209.65	1,141.71	67.94
<b>TOTAL EXPENSES</b>	<b>(1,209.65)</b>	<b>(1,141.71)</b>	<b>(67.94)</b>	<b>(1,209.65)</b>	<b>(1,141.71)</b>	<b>(67.94)</b>
<b>NET CHANGE FROM OPERATIONS</b>	<b>22,014.90</b>	<b>17,645.29</b>	<b>4,369.61</b>	<b>34,309.90</b>	<b>41,955.29</b>	<b>(7,645.39)</b>
<b>OTHER REVENUE &amp; EXPENSE</b>						
REVENUE TRANSFERRED IN	0.00	0.00	0.00	(1,175.00)	0.00	(1,175.00)
<b>TOTAL OTHER REVENUE &amp; EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,175.00)</b>	<b>0.00</b>	<b>(1,175.00)</b>
<b>NET CHANGE</b>	<b>22,014.90</b>	<b>17,645.29</b>	<b>4,369.61</b>	<b>35,484.90</b>	<b>41,955.29</b>	<b>(6,470.39)</b>

**ENDOWMENT CARE FUND  
INCOME STATEMENT  
FOR THE TWO MONTHS ENDING AUGUST 31, 2019**

REVENUE	FTD ACTUAL	FTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
WMC ENDOWMENT CARE	0.00	70.00	(70.00)	70.00	130.00	(60.00)
ENDOWMENT CARE DEPOSITS	14,140.00	7,837.87	6,302.13	24,525.00	25,366.87	(841.87)
CURRENT INTEREST & DIVIDENDS	12,239.33	15,154.54	(2,915.21)	12,239.33	15,154.54	(2,915.21)
GAIN/INVEST FAIR VALUE INCREAS	(3,918.84)	5,023.59	(8,942.43)	(3,918.84)	5,023.59	(8,942.43)
<b>TOTAL REVENUE</b>	<b>22,460.49</b>	<b>28,086.00</b>	<b>(5,625.51)</b>	<b>32,915.49</b>	<b>45,675.00</b>	<b>(12,759.51)</b>
<b>EXPENSES</b>						
INVESTMENT ADVISOR FEES	14,254.24	6,972.72	7,281.52	14,254.24	6,972.72	7,281.52
<b>TOTAL EXPENSES</b>	<b>14,254.24</b>	<b>6,972.72</b>	<b>7,281.52</b>	<b>14,254.24</b>	<b>6,972.72</b>	<b>7,281.52</b>
<b>NET CHANGE</b>	<b>8,206.25</b>	<b>21,113.28</b>	<b>(12,907.03)</b>	<b>18,661.25</b>	<b>38,702.28</b>	<b>(20,041.03)</b>

**PRENEED FUND  
INCOME STATEMENT  
FOR THE TWO MONTHS ENDING AUGUST 31, 2019**

	PTD ACTUAL	PTD PRIOR YEAR	VARIANCE	YTD ACTUAL	YTD PRIOR YEAR	VARIANCE
<b>REVENUE</b>						
CURRENT SALES	6,975.63	9,608.49	(2,632.86)	19,524.90	25,556.80	(6,031.90)
CURRENT DEFERRED REVENUE	5,123.84	11,127.42	(6,003.58)	11,914.84	37,730.49	(25,815.65)
CURRENT INTEREST & DIVIDENDS	4,884.62	3,820.96	1,063.66	4,884.62	3,820.96	1,063.66
COUNTY INTEREST INCOME	0.00	0.00	0.00	0.00	(213.22)	213.22
GAIN/INVEST FAIR VALUE INCREAS	1,968.16	2,222.81	(254.65)	1,968.16	2,222.81	(254.65)
<b>TOTAL REVENUE</b>	<b>18,952.25</b>	<b>26,779.68</b>	<b>(7,827.43)</b>	<b>38,292.52</b>	<b>69,117.84</b>	<b>(30,825.32)</b>
<b>EXPENSES</b>						
INVESTMENT FEES	2,396.05	2,272.19	123.86	2,396.05	2,272.19	123.86
LOSS ON TRANSFER (INTER COSTS)	0.00	0.00	0.00	1,645.54	0.00	1,645.54
SALES TRANSFR OUT (PRIOR YR)	0.00	0.00	0.00	1,175.00	0.00	1,175.00
<b>TOTAL EXPENSES</b>	<b>2,396.05</b>	<b>2,272.19</b>	<b>123.86</b>	<b>5,216.59</b>	<b>2,272.19</b>	<b>2,944.40</b>
<b>NET CHANGE</b>	<b>16,556.20</b>	<b>24,507.49</b>	<b>(7,951.29)</b>	<b>33,075.93</b>	<b>66,845.65</b>	<b>(33,769.72)</b>

## **Kathleen Jurasky**

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**From:** Peg Ellington <cahuillansdar.waa@gmail.com>  
**Sent:** Thursday, September 05, 2019 3:44 PM  
**To:** Kathleen Jurasky  
**Cc:** Noma Bruton  
**Subject:** Wreaths Across America

Hi Kathleen! It was wonderful meeting with you yesterday — thank you for all your time and help with our new project together. I am forwarding some information I received this morning from WAA. Desert Memorial Park is now an official location with WAA! Congratulations! We are very excited to join with you in this event.

Our Cahuilla donation link on their website is: <https://www.wreathscrossamerica.org/CA0482>

Note: I found that the link would not work unless you copied and pasted it then it went right to our Cahuilla page where people could donate, volunteer, etc. directly.

Thank you again!

Sincerely,  
Peg Ellington  
Cahuilla Chapter NSDAR  
Service For Veterans Committee Chair  
760-408-8961  
(new email for WAA): [cahuillansdar.waa@gmail.com](mailto:cahuillansdar.waa@gmail.com)

Welcome to the Wreaths Across America family and thank you for signing up your location to participate in the ceremony on December 14, 2019!  
Below is your Location ID.

- **Location Name: Desert Memorial Park**
  - **Location ID: CADMPC**
- 
- **Thank you for your participation and we look forward to working with you this year.**



## Cahuilla Chapter, Daughters of the American Revolution (CA0482)

Please help us Remember, Honor, and Teach on

Saturday, December 14, 2019 at 12:00 PM

by sponsoring a wreath, volunteering, or inviting friends to help.

### Wreath Sponsorship

**What does it mean to sponsor a wreath?** It means you'll honor an American hero at one of more than 1,200 locations nationwide this year on Wreaths Across America Day. It's a day that's been set aside to lay wreaths at the places where we remember, honor and teach about our veterans: cemeteries, monuments, parks... Anywhere we can pay tribute to their sacrifices.

We can't do that without your support, though. Your sponsorship will ensure that a wreath is hand-crafted of all-American balsam and hand-tied with a red velvet bow here in Columbia Falls, Maine. It will then be sent to one of our participating locations, where a volunteer will place it on the marker of a fallen hero. That volunteer will then "say their name" to ensure that the legacy of duty, service and sacrifice of that veteran is never forgotten.

So, what does it mean to sponsor a wreath? It means you have the opportunity to join a grateful nation in saying "thank you" to our veterans.

\*Please Note : Specific locations designated as "ceremonial-only" accept a limited number of sponsorships. Any additional sponsorships received beyond those used for the ceremony will be distributed to other locations.

Number of Wreaths to Sponsor:

- 1 Wreath Individual Sponsorship (\$15)
- 2 Wreaths (\$30.00)
- 5 Wreaths (\$75.00) \*Most Popular
- 10 Wreaths (\$150.00)
- Custom Number of Wreaths

REMEMBER the Fallen. . . HONOR those who Serve. . . TEACH our children the value of Freedom.

Welcome to the Cahuilla Chapter, Daughters of the American Revolution (CA0482)'s Wreaths Across America Page.

On Saturday, December 14, 2019 at 12:00 PM, Cahuilla Chapter, Daughters of the American Revolution (CA0482) will be helping Desert Memorial Park (part of the Palm Springs Cemetery District) to Remember and Honor our veterans by laying Remembrance wreaths on the graves of our country's fallen heroes.

Please help us honor and remember as many fallen heroes as possible by sponsoring remembrance wreaths, volunteering on Wreaths Day, or inviting your family and friends to attend with you.

Thank you so much for supporting the Cahuilla Chapter, Daughters of the American Revolution (CA0482) and Wreaths Across America!

**Kathleen Jurasky**

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**From:** t.deutsch@orccd.com  
**Sent:** Tuesday, July 30, 2019 12:59 PM  
**To:** t.deutsch@orccd.com  
**Subject:** SAVE THE DATE - CAPC LOCAL AREA MEETING - SEPTEMBER 19TH @ EL TORO MEMORIAL PARK

CAPC Local Area Representatives and Potential Attendees,

I wanted to let you know that the next CAPC local area meeting will take place on Thursday, September 19<sup>th</sup> from 10:00 am to 1:00 pm and will be located at the El Toro Memorial Park, located at 25751 Trabuco Road, Lake Forest, CA 92630. The El Toro Memorial Park is one of the cemeteries managed by the Orange County Cemetery District. We are working on the program subject matter, but please feel free to let me know if there is a pressing topic that you may want discussed. There will be a part of the program for open questions/answers and district updates.

For our first time attendees, the program will be an educational session from 10:00 – 11:45/12:00 pm, followed by a hosted lunch and then an opportunity to stroll the El Toro Memorial Park grounds and visit with the maintenance and office staff to learn about all the tools, equipment or software that is used to operate and maintain our cemetery. We will conclude around 1:00 pm.

There will be some vendors in attendance to provide you with helpful information for your operation.

We look forward to seeing you and your representative from your district in Orange County!

Sincerely,

**Tim Deutsch**

*General Manager*

Orange County Cemetery District

25751 Trabuco Road

Lake Forest, CA 92630

949.951.9102, ext. 112

[www.occemeterydistrict.com](http://www.occemeterydistrict.com)





PALM SPRINGS CEMETERY  
D I S T R I C T

**STAFF REPORT**

**TO:** Board of Trustees  
**FROM:** Kathleen Jurasky, District Manager  
Steven B. Quintanilla, General Counsel  
**DATE:** August 5, 2019  
**RE:** Resolution approving the \$54,000 Proposition 1 Grant Agreement between the State of California (Coachella Valley Mountains Conservancy) and the Palm Springs Cemetery District.

---

**Recommendation:**

That the Board of Trustees adopt the attached Resolution accepting the \$54,000 grant from the Coachella Valley Mountains Conservancy and approving the Proposition 1 Grant Agreement between the State of California (Coachella Valley Mountains Conservancy) and the Palm Springs Cemetery District.

**Background:**

The State of California, through the Coachella Valley Mountains Conservancy, has offered the District a grant funded from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code section 79770 *et seq.*) to assist the District with financing its Groundwater Restoration Project, which involves the removal of three groups of Tamarisk Trees and replacing them with drought tolerant desert landscaping.

Tamarisk Trees are an evasive (non-native) plant which has historically been planted throughout the Coachella valley as windbreaks, but they also have an extremely rapid evapotranspiration rate which has resulted in the depletion of groundwater, which the District relies on to replenish its well. Removing Tamarisk Trees are relatively more expensive to remove than other trees due to their deep root systems.

The grant will provide the District with \$54,000 for the removal of three groups of Tamarisk Trees, subject to the District contributing up to \$30,000 toward the overall project, which consists of not only removal of the Tamarisk Trees, but also replacing them with drought tolerant landscaping. The project should be completed by March 31, 2020, since that is the date the grant expires.

Like most other government grants, before the grant monies can be released to the District, the Board of Trustees must formally accept the grant and approve the attached grant agreement by and between the State of California (Conservancy) and the District.

**Exhibits**

Resolution approving the \$54,000 Proposition 1 Grant Agreement between the State of California (Coachella Valley Mountains Conservancy) and the District.

# **Agenda Item 7a**

**RESOLUTION NO. 9-2019**

**A RESOLUTION OF THE PALM SPRINGS CEMETERY DISTRICT BOARD OF TRUSTEES APPROVING GRANT AGREEMENT BETWEEN COACHELLA VALLEY MOUNTAINS CONSERVANCY AND PALM SPRINGS CEMETERY DISTRICT**

**RESOLUTION NO. 9-2019**

**A RESOLUTION OF THE PALM SPRINGS CEMETERY DISTRICT BOARD OF TRUSTEES APPROVING GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (COACHELLA VALLEY MOUNTAINS CONSERVANCY) AND PALM SPRINGS CEMETERY DISTRICT (PROPOSITION 1 GRANT NUMBER 38500000P010023)**

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

**WHEREAS**, Health and Safety Code Section 9020 provides that the Board of Trustees (the "Board") shall serve as the legislative body of the District, govern the District, and establish policies for the operation of the District; and

**WHEREAS**, the Board of Trustees ("Board") desires to enter into the attached agreement titled "PROPOSITION 1 GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (COACHELLA VALLEY MOUNTAINS CONSERVANCY) AND PALM SPRINGS CEMETERY DISTRICT (GRANT NO. 38500000P010023)" ("Agreement"), which will provide necessary financing for the District's Ground Water Restoration Project, as defined in the Agreement.

**NOW, THEREFORE, be it resolved by the Board of Trustees of the Palm Springs Cemetery District as follows:**

**Section 1. Recitals.**

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

**Section 2. Approval of Grant Agreement.**

That the Board hereby approves Agreement, attached hereto as Exhibit "A," and further directs the District Manager to take all necessary actions to effectuate the same, including without limitation, executing the Agreement.

**Section 3. Severability.**

That the Board of Trustees declares that, should any provision, section, paragraph, sentence or word of this Resolution and/or Agreement be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution and/or Agreement, respectively, shall remain in full force and effect.

**Section 4. Repeal of Conflicting Provisions.**

That all the provisions heretofore adopted by the Board of Trustees that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 5. Effective Date.**

That this Resolution shall take effect immediately upon its adoption.

**Section 6. 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.

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**PASSED, APPROVED AND ADOPTED** by the Board of Trustees of the Palm Springs Cemetery District at a regular meeting duly held on the 12<sup>th</sup> day of September 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Bary A. Freet, Secretary

\_\_\_\_\_  
Jan Pye, Board Chairperson

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steven B. Quintanilla, General Counsel

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**EXHIBIT "A"**

**PROPOSITION 1 GRANT AGREEMENT  
BETWEEN THE STATE OF CALIFORNIA  
(COACHELLA VALLEY MOUNTAINS CONSERVANCY)  
AND PALM SPRINGS CEMETERY DISTRICT  
(Grant No. 38500000P010023)**

**[SEE ATTACHED]**



**PROPOSITION 1 GRANT AGREEMENT  
BETWEEN THE STATE OF CALIFORNIA  
(COACHELLA VALLEY MOUNTAINS CONSERVANCY)  
AND PALM SPRINGS CEMETERY DISTRICT  
(Grant No. 38500000P010023)**

THIS GRANT AGREEMENT is entered into by and between the Coachella Valley Mountains Conservancy of the State of California, herein referred to as the "State" or "CVMC" and Palm Springs Cemetery District, herein referred to as the "Grantee". Collectively, the State and Grantee may be referred to herein as "Parties". The Parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code section 79770 *et seq.*) to assist Grantee in financing its Groundwater Restoration Project as described more particularly in Exhibit A, Work Plan, and hereinafter collectively referred to as the "Project."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on March 31, 2020 (the "Project Completion Date"), or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed fifty-four thousand dollars (\$54,000).
  - a) Grantee agrees to provide matching (non-state) funds of not less than thirty thousand dollars (\$30,000) (the "Local Cost Share"), as documented in Exhibit B, Budget.
  - b) Grantee may need funding in addition to the Grant Amount and the Local Cost Share to complete the Project. Grantee will be responsible for furnishing or obtaining such funding, and while it will not be reviewed by the State for invoicing purposes, the Grantee shall maintain a record of all funding associated with the Project in accordance with Exhibit G, State Audit Document Requirements.
4. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, Work Plan, and in accordance with Exhibit B, Budget and Exhibit C, Schedule.
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding from the CVMC Proposition 1 Grant Program.
  - c) Fulfill its obligations under the Grant Agreement and be responsible for the

completion of the Project.

d) Comply with the CVMC Proposition 1 Grant Program Guidelines (the "Guidelines") and all applicable California laws and regulations.

5. DISBURSEMENT OF FUNDS. State will disburse on a reimbursement basis to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement shall be used solely to pay Eligible Project Costs, as defined in Paragraph 6.

6. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and the approved budget attached as Exhibit B. Budget (the "Project Budget"). "Eligible Project Costs" include the reasonable costs of studies, engineering, design, preparation of environmental documentation, environmental mitigations, monitoring, and project coordination and construction that are included in the Project Budget. Staff costs and expenses that are related to the Project and included in the Project Budget may be paid with grant funds. Work performed on the Project after the Project Completion Date shall not be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Local Cost Share. Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Establishing a reserve fund.
- c) Replacement of existing funding sources for ongoing programs.
- d) Travel per diem.
- e) Cost of environmental mitigation for another project.
- f) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
- g) Payment of principal or interest of indebtedness or any interest payments.
- h) Administrative overhead.

Should Grantee have any doubt as to whether a cost is an Eligible Project Cost or non-eligible, it shall contact the State and, after inquiry, the State shall in writing provide an answer to Grantee of the cost's eligibility or non-eligibility. Such determination shall be reasonably relied upon by the Grantee.

7. METHOD OF PAYMENT.

- a) Grantee shall submit invoices for costs incurred, together with supporting documentation to the CVMC Project Manager identified in Section 16 below, including the original invoice form with signature (in ink) and date of Grantee's

- Authorized Project Representative. Invoices shall include only costs incurred for work performed in implementing the Project during the period identified in the particular invoice. Invoices shall be submitted no more frequently than monthly.
- b) Invoices shall be submitted on a form provided by the State and in any event shall meet the following format requirements:
- (i) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - (ii) Invoices must be itemized based on the categories (i.e., tasks) specified in the Project Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (e.g., hours or days worked times the hourly or daily rate = the total amount claimed).
  - (iii) Documentation, reasonably satisfactory to State (e.g., receipts, copies of checks, time sheets, etc.), must be provided for all costs included in the invoice.
  - (iv) A copy of the most recent project status report required by Paragraph 13, Submission of Reports.
- c) CVMC Project Manager will notify Grantee, in a timely manner, when, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not Eligible Project Costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to correct such deficiency(ies). If Grantee fails to submit adequate documentation correcting the deficiency(ies), State will reduce the pending invoice by the amount of ineligible or unapproved costs.
- d) State may, in its discretion, require a site visit to verify Project progress prior to processing an invoice. Grantee shall provide access by State upon 24 hours' notice to determine if Project work is in accordance with this Grant Agreement, including a final inspection upon Project completion.
- e) After the CVMC Project Manager has confirmed that all above requirements have been met, State will disburse the funding to Grantee.
- f)  **Retention Required.** If the box on this line is checked, State shall withhold five percent (5.0%) of the funds requested by Grantee on any invoice as retention to ensure completion of the Project. Release of the retention will occur when that Project is completed and Grantee has submitted the "Project Completion Report" required under Paragraph 13.
8. WITHHOLDING OF DISBURSEMENTS BY STATE. If the State determines that the Project is not being implemented in accordance with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests in accordance with Paragraph 9 (b).

9. DEFAULT PROVISIONS. The Grantee is subject to the following default provisions:

- a) The Grantee will be in default under this Grant Agreement if any of the following occur:
  - (i) Any breach of this Grant Agreement, or any amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - (ii) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
  - (iii) Failure to make any remittance required by this Grant Agreement.
  - (iv) Failure to submit timely progress reports.
  - (v) Failure to routinely invoice State.
  
- b) Should an event of Grantee default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least thirty (30) calendar days to cure the default from the date the notice is sent to the Grantee in accordance with Paragraph 15, Notices. If the Grantee fails to cure the default within the time prescribed by the State, State may do one or more of the following:
  - (i) Declare all grant funds previously disbursed to Grantee to be immediately due and repayable, together with interest since the time of the first disbursement, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
  - (ii) Terminate any obligation to make future payments to Grantee.
  - (iii) Terminate the Grant Agreement.
  - (iv) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in any manner provided by law, and if State is the prevailing party in a lawsuit or other legal action, Grantee agrees to pay all costs incurred by the State including but not limited to, reasonable attorneys' fees, legal expenses, and costs.

10. ONGOING PERFORMANCE MONITORING: After Project Completion, Grantee shall monitor the performance of the Project and provide for any required maintenance or repairs as provided more particularly in Exhibit H, Additional Terms and Conditions.

11. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work. Grantee shall provide copies of permits and approvals to State.

12. RELATIONSHIP OF PARTIES. If applicable, Grantee is solely responsible for design, construction, operation and maintenance of the Project. State's review or approval of plans, specifications, bid documents, or other construction documents is solely for the purpose of proper administration of funds by State and shall not be deemed to limit the

liability or responsibilities of Grantee under this Grant Agreement or applicable law.

13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful performance of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to CVMC's Project Manager. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall address the subjects set forth in the applicable portion of Exhibit F, Reporting Requirements.

- a) Progress Reports: Grantee shall submit Project progress reports every three (3) months, unless the State notifies Grantee in writing that more frequent reporting will be required.
- b) Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report within ninety (90) calendar days of Project completion. Final disbursement or retention, if required pursuant to Paragraph 7(f) above, will not be disbursed until the Project Completion Report has been submitted and approved by the State.
- c) Annual Ongoing Compliance Report: Grantee shall prepare and submit to State an Annual Ongoing Compliance Report on each anniversary of Project Completion for five (5) years, unless a different term is set forth in Exhibit H, Additional Terms and Conditions.

14. GRANTEE OBLIGATIONS TO NOTIFY STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representative. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person.
- b) By certified U.S. mail, return receipt requested, postage prepaid.
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given

three (3) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices shall be sent to the addresses set forth in Paragraph 16. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Coachella Valley Mountains Conservancy  
Jim R. Karpiak, Executive Director  
73-710 Fred Waring Drive, Suite 112  
Palm Desert, CA 92260  
Phone: (760) 776-5026  
e-mail: jkarpiak@cvmc.ca.gov

Palm Springs Cemetery District  
Kathleen Jurasky, District Manager  
31-705 Da Vall Drive  
Cathedral City, CA 92234  
(760) 328-3316  
e-mail: kjurasky@pscemetery.com

Direct all inquiries to the Project Manager:

Coachella Valley Mountains Conservancy  
Diana Rosas, Project Coordinator  
73-710 Fred Waring Drive, Suite 112  
Palm Desert, CA 92260  
Phone: (760) 776-5026  
e-mail: drosas@cvmc.ca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

17. EXHIBITS. The following attached Exhibits are hereby incorporated into and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan  
Exhibit B – Budget  
Exhibit C – Schedule  
Exhibit D – Standard Conditions  
Exhibit E – Authorizing Resolutions  
Exhibit F – Reporting Requirement  
Exhibit G – State Audit Document Requirements for Grantees  
Exhibit H – Additional Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
COACHELLA VALLEY  
MOUNTAINS CONSERVANCY

PALM SPRINGS CEMETERY DISTRICT

\_\_\_\_\_  
Jim R. Karpiak  
Executive Director  
Date \_\_\_\_\_

\_\_\_\_\_  
Jan Pye  
Chairperson  
Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Steven B. Quintanilla, Legal Counsel

**EXHIBIT A  
WORK PLAN**

<b>Project Task</b>	<b>Start Date</b>	<b>Completion Date</b>
Meet with Department of Fish & Wildlife to discuss CEQA review	July 2019	August 2019
Solicit bids for tree services	September 2019	September 2019
Choose contractor	October 2019	October 2019
Remove all tamarisk in the Removal Plan	November 2019	December 2019
Photograph project site and submit photographs to CVMC, in digital format, after all tamarisk has been removed	November 2019	December 2019
Preliminary desert landscaping implementation	January 2020	February 2020



**EXHIBIT B  
BUDGET**

<b>BUDGET CATEGORY</b>	<b>Project Total</b>
<b>Contracts</b>	
Tamarisk Removal	\$54,000
<b>TOTAL CVMC CONTRIBUTED FUNDS</b>	<b>\$54,000</b>

<b>BUDGET CATEGORY</b>	<b>Project Total</b>
<b>Contracts</b>	
Tamarisk Removal	\$54,000
Desert Landscaping	\$30,000
<b>GRANTEE LOCAL COST SHARE FUNDS</b>	<b>\$84,000</b>

**EXHIBIT C**  
**SCHEDULE**

SEE SECOND AND THIRD COLUMNS OF EXHIBIT A

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1) ACCOUNTING; DEPOSIT OF FUNDING; DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds, if any, that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) AMENDMENT:** This Grant Agreement may be amended at any time by mutual written agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

**D.3) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., section 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.4) APPROVAL:** This Grant Agreement shall be of no force or effect until signed by all Parties. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

**D.5) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit

borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 9 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later.

- D.6) BUDGET CONTINGENCY:** If the State Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 1 Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Grant Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.8) COMPETITIVE BIDDING AND PROCUREMENTS:** If Grantee is a public entity, Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works. If Grantee is a non-profit organization or tribe, Grantee shall comply with any applicable law or policy in its procurement activity, but in all cases procurement shall be fair and reasonable as determined by the State.
- D.9) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10) CONFLICT OF INTEREST:** All participants are subject to State conflict of interest

laws. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411.

- D.11) DELIVERY OF INFORMATION, REPORTS AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.12) ENVIRONMENTAL COMPLIANCE:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 *et seq.*) and, if applicable, the National Environmental Policy Act (NEPA).
- D.13) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.14) GRANTEE NAME CHANGE:** Approval of the State's Project Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.15) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.16) INDEMNIFICATION/INSURANCE:**
- a) Grantee will agree to defend, indemnify, and hold harmless CVMC and the State of California, their contractors, officers, directors, agents or employees against any and all claims, liability, demands, damages, debts, judgments, costs, or expenses, including reasonable attorney's fees, arising out of or in any way connected to the Grantee's actions, omissions, or other conduct relating in any way to this Grant Agreement and the Project, including, but not limited to, any such losses, damages, or expenses arising out of (a) loss of or damage to the Project, (b) injury to or death of persons.
  - b) During the term of this Agreement, Grantee shall maintain, and require its contractors or subcontractors to maintain, insurance in accordance with State's standard requirements, naming the CVMC and the State and their officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement. Grantee shall provide State with certificates of coverage prior to commencing work.
- D.17) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.18) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the Parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party

pertaining to this Grant Agreement or matters related hereto. Each of the Parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.19) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the CVMC Project Manager within thirty (30) days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.20) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A, Work Plan, which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in any increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the CVMC Project Manager in writing.
- D.21) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, gender identity, sexual orientation, race, color, ancestry, religion, creed, national origin, disability, age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.22) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.23) PREVAILING WAGES:** Prevailing Wages as required by the California Labor Code shall be paid for all work procured with funding under the Grant Agreement, except to the extent work is performed by volunteers or employees of the State Conservation Corps or a certified local conservation corps.
- D.24) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified

herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.25) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act, Government Code section 6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.26) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.27) STATE REVIEWS:** The Parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Projects.
- D.28) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment from state contracts if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
  - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.29) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved in writing by State and made subject to such reasonable terms and conditions as State may impose.
- D.30) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide reasons for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.31) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 9, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein.
- D.32) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause upon thirty (30) days written notice. The Grantee shall be reimbursed for

all reasonable expenses incurred up to the date of termination.

- D.33) THIRD PARTY BENEFICIARIES:** The Parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.34) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.35) TRAVEL:** Grantee agrees that travel per diem costs shall not be eligible for reimbursement with grant funds.
- D.36) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the Parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.37) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.



**EXHIBIT E**  
**CVMC AUTHORIZING RESOLUTIONS**

**RESOLUTION 2019-013 OF THE GOVERNING BOARD OF THE  
COACHELLA VALLEY MOUNTAINS CONSERVANCY  
ADOPTED IN REGULAR SESSION  
JULY 8, 2019**

**APPROVING A PROPOSITION 1 LOCAL ASSISTANCE GRANT  
TO THE PALM SPRINGS CEMETERY DISTRICT  
FOR ITS TAMARISK REMOVAL AND RESTORATION PROJECT**

**WHEREAS**, Public Resources Code Section 33501 created the Coachella Valley Mountains Conservancy for the purpose, among other things, of acquiring and holding, in perpetual open space, mountainous lands surrounding the Coachella Valley and natural community conservation lands, and to provide for the protection of natural and cultural resources and the public's enjoyment thereof; and

**WHEREAS**, Public Resources Code Section 33601(e) provides that the Conservancy may "in order to further the conservancy's purposes as set forth in Section 33501, award grants to cities, counties, resource conservation districts, or nonprofit organizations...."; and

**WHEREAS**, in accordance with the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), the Conservancy operates its Proposition 1 Grant Program, which funds projects of local public agencies or nonprofit organizations that implement California Water Action Plan in the Coachella Valley; and

**WHEREAS**, on February 5, 2019, the Conservancy issued its Notice of Funding Availability 2019-01 (NOFA 2019-01) for watershed acquisition, restoration and water related infrastructure projects that are eligible for funding under its Proposition 1 Grant Program Guidelines (Guidelines); and

**WHEREAS**, the Palm Springs Cemetery District (PSCD) is a special district organized and existing by the laws of the State of California, and is therefore a public agency eligible to receive funding under Proposition 1; and

**WHEREAS**, in fulfilling its obligations as a special district, PSCD is working to reduce its water usage in accordance with the state's mandate and has a history of working cooperatively with other local agencies in the area; and

**WHEREAS**, PSCD submitted a Proposition 1 local assistance grant application for funding for a portion of the cost of the removal of tamarisk trees (the Project) at Desert Memorial Park at Ramon Road and Davall Drive in Cathedral City; and

**EXHIBIT E – (Continued)**  
**CVMC AUTHORIZING RESOLUTIONS**

*CVMC Board Resolution No. 2019-13*  
*July 8, 2019*  
*Page 2 of 4*

**WHEREAS**, after tree removal, PSCD will restore desert landscaping, using non-invasive, drought-resistant native plants; and

**WHEREAS**, after removal of the tamarisk trees that were planted in the 1960s, water savings to the local groundwater of up to 200 gallons of water per day for each tree will remain available for local human consumption or use, which fulfills the Proposition 1 objectives identified Public Resources Code sec. 79732 (k); and

**WHEREAS**, by removing the tamarisk trees, soil quality in the area will improve and benefit native vegetation and habitat for wildlife and birds; ground water quality will not be compromised by saline deposited by the trees; and seeds from the trees will not be spread by wind and birds into surrounding watershed areas, thus allowing tamarisk to become established in nearby conservation lands; all of which fulfill the Proposition 1 objectives identified by Public Resources Code sec. 79732 (i); and

**WHEREAS**, PSCD has a qualified professional staff, strong relationships with other local jurisdictions and a track record of successfully completing projects it undertakes; and

**WHEREAS**, the Project enhances the useful life of the cemetery, and as such complies with capital eligibility requirements for use of bond funds under the general obligation bond laws; and

**WHEREAS**, it is in furtherance of the Conservancy's purposes as established in Public Resources Code Section 33501 and the implementation of the Coachella Valley Multiple Species Habitat Conservation Plan to complete the Project; and

**WHEREAS**, the Conservancy wishes to authorize a Proposition 1 local assistance grant to the PSCD in an amount not to exceed \$54,000 to support the Project; and

**WHEREAS**, the Project is categorically exempt from CEQA review pursuant to CEQA Guidelines 15301(h) (repair or minor alteration of existing facilities and landscaping involving negligible or no expansion of use), 15304 (b) (replacement of landscaping) and 15333 (small habitat restoration project on a site of less than five acres); and;

**NOW, THEREFORE**, be it resolved in regular session of the Governing Board of the Coachella Valley Mountains Conservancy that the Board finds and determines that the Project meets the objectives of the California Water Action Plan and Proposition 1, including but not limited to those objectives set forth in Public Resources Sections 79732 (k) and (i); and

**EXHIBIT E – (Continued)**  
**CVMC AUTHORIZING RESOLUTIONS**

*CVMC Board Resolution No. 2019-13  
July 8, 2019  
Page 3 of 4*

**BE IT FURTHER RESOLVED** that the Board finds that the Project complies with the requirements of the Conservancy's Proposition 1 Grant Program Guidelines and is consistent with the implementation of the Coachella Valley Multiple Species Habitat Conservation Plan;

**BE IT FURTHER RESOLVED** that the Board approves a local assistance grant to the Palm Springs Cemetery District (Grantee) in an amount not to exceed \$54,000.00 for its Tamarisk Removal and Restoration Project; and

**BE IT FURTHER** resolved that a condition of the grant is that the Grantee shall enter into a Proposition 1 Local Assistance Grant Agreement with the Conservancy, which shall contain provisions requiring the following:

1. That the Grantee will agree to defend, indemnify, and hold harmless the Conservancy and the State of California, its contractors, officers, directors, agents or employees against any and all claims, liability, demands, damages, debts, judgments, costs, or expenses, including reasonable attorney's fees, arising out of or in any way connected to the Grantee's actions, omissions, or other conduct relating in any way to this agreement and the Project, including, but not limited to, any such losses, damages, or expenses arising out of (a) loss of or damage to the Project, and (b) injury to or death of persons;
2. That the Grantee must complete the Project no later than March 31, 2020, unless the Conservancy agrees in writing to an extension;
3. That should the Grantee violate the Grant Agreement in any material way, and fail to cure such violation upon written notice from the Conservancy as provided in the Grant Agreement, the Grantee shall reimburse the Conservancy for the full amount of the grant within thirty (30) days of a written demand from the Conservancy to do so;
4. That the Grantee shall maintain accounting records of how the grant sum was spent for a period of three years and shall make such records available for inspection by the Conservancy or the Department of Finance upon request by either agency;
5. That the Conservancy shall review and approve all material changes to the Project as described in the grant application prior to their implementation; and

**EXHIBIT E – (Continued)**  
**CVMC AUTHORIZING RESOLUTIONS**

*CVMC Board Resolution No. 2019-13  
July 8, 2019  
Page 4 of 4*

6. That any unused grant funds must be returned to the Coachella Valley Mountains Conservancy, along with any accrued interest, not later than one month after the project completion date.

**BE IT FURTHER** resolved that the Board hereby authorizes its Executive Director, or in his absence the Board Chairman, to execute any and all documents necessary to effect the grant.


**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the Coachella Valley Mountains Conservancy Governing Board, held on this 8th day of July 2019, by the following vote, to wit:

**AYES:** Bryan Cash, Buford Crites, John Donnelly, Kathleen Fitzpatrick, Elaine Holmes, Richard Kim, Christopher Lief, Kimberly Muzik, Larry Olinger, Christopher Tracy, Ellen L. Trover, Susan Marie Weber, Ted Weill.

**NOES:** None.

**ABSTENTIONS:** None.

**ABSENT:** John Aguilar, Megan Jacinto, Ray Lennox, Lisa Middleton, V. Manuel Perez, Joan Taylor.

  
Ellen Lloyd Trover, Chairwoman  
Coachella Valley Mountains Conservancy

**EXHIBIT E – (Continued)**  
**GRANTEE AUTHORIZING RESOLUTIONS**

## **EXHIBIT F**

### **REPORT FORMATS AND REQUIREMENTS**

#### **PROGRESS REPORTS**

Progress reports shall generally include the following:

- Estimate percentage of Project complete.
- Narrative of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by CVMC during the reporting period.
- Any problems encountered in the performance of the work during the period.

#### **GRANT COMPLETION REPORT**

The Grant Completion Report shall consist of a narrative of not more than ten (10) pages that includes the following:

##### **Executive Summary**

##### **Reports and/or products**

- Summary of the work completed.
- Brief comparison of work proposed in the original grant application and actual work done.
- Identify remaining work (i.e., not funded by the Grant), if any, and mechanism for ensuring its implementation.
- Lien releases as applicable

##### **Cost & Disposition of Funds Information**

- A summary of final funds disbursement for the Project.

##### **Additional Information**

- A final schedule showing actual progress duration versus planned progress.
- Copies of any final documents or reports generated during the Project, as applicable.

#### **ANNUAL ONGOING COMPLIANCE REPORT**

The Annual Compliance Report shall include a report on Grantee's implementation of ongoing performance monitoring as may be required by Grantee's Performance Monitoring Plan, as set forth in Exhibit H Additional Terms and Conditions, as well as a description of any repairs required to the Project site and a general description of the condition of the Project site.

## **EXHIBIT G**

### **STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES**

#### **State Audit Document Requirements**

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's Local Cost Share which will be required for audit purposes.

#### Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) State funding expenditure tracking
  - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years.
4. Prior audit reports on State funded Program/Project.

#### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A list of all bond-funded grants, loans or subventions received from the State.
3. A list of all other funding sources for each Program/Project.

#### Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

#### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

#### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

#### Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.

3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff.
3. Verification that prevailing wages have been paid where applicable for work funded by the Grant Agreement.

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.



**EXHIBIT H**  
**ADDITIONAL TERMS AND**  
**CONDITIONS**

1. Incorporation of Proposal. Grantee shall complete the Project in accordance with its Grant Proposal dated May 16, 2019, except to the extent that proposal was modified by this Agreement.
2. Preparation of Removal Plan. Not later than November 1, 2019, Grantee shall submit a "Removal Plan" for ±5 acres of all tamarisk, including stumps, designated in the Grant Proposal. The Removal Plan will include methodology to be utilized by the contractor. Specifics shall include what equipment is to be utilized. If heavy equipment cannot be used, details will be given on how the stumps will be removed manually. Details for the disposal of tamarisk debris shall also be included in the Removal Plan.
3. CVMC's Board of Directors determined that the Project is categorically exempt from CEQA review pursuant to CEQA Guidelines 15301 (h) (repair or minor alteration of existing facilities and landscaping involving a negligible or no expansion of use), 15304 (b) (replacement of landscaping) and 15333 (small habitat restoration project on a site of less than five acres).
4. No herbicide shall be used in the initial removal process.
5. Tamarisk removal shall be conducted outside of nesting bird season (generally between February 15<sup>th</sup> and August 31<sup>st</sup> but may be earlier or later depending on species, and weather conditions).
6. Ongoing Performance Monitoring. After completion of the Project, Grantee shall monitor the Project site quarterly to prevent re-growth of tamarisk. Grantee shall submit Annual Ongoing Compliance reports in accordance with Section 13 of the Agreement except that Grantee shall be obligated for a total of only five years.

# **Palm Springs Cemetery District**

## **Employee Handbook Policy Resolutions Adopted 2018-2019**

### **RESOLUTIONS ADOPTED AT THE APRIL 12, 2018 BOARD MEETING:**

#### **Resolution 6-2018 Anti-Fraud Policy**

#### **Resolution 7-2018 Professional Conduct Policies**

- Dress and Grooming
- Uniform Clothing Items
- Protective Footwear
- Tattoo and Body Piercing
- Confidential Information
- Alcohol Policy
- Tobacco Use Policy
- Use of Prescription and Over-the-counter Medications
- Illegal Drugs
- Workplace Search Policy
- Outside Employment Policy
- Consensual Relationship Policy
- Employment of Relatives

#### **Resolution 9-2018 Unpaid Leave Policies**

- Personal Leave of Absence
- Service as Election Official
- Leave for Victim of Serious or Violent Felonies and Their Relatives
- Leave for School Suspension
- Leave for Emergency Duty as Volunteer Firefighter, Reserve Peace Officer or Emergency Rescue Person
- Witness Service

#### **Resolution 10-2018 Military Leave Policies**

- Leave for Spouses of Military Personnel
- Military Caregiver Leave
- Military Qualifying Exigency Leave
- Retirement after Military Leave

#### **Resolution 11-2018 Family Care and Medical Leave and Pregnancy Disability Leave Policies**

- Family Care and Medical Leave
- Pregnancy Disability Leave

## Resolution 12-2018 Employee Protection Policies

- Equal Employment Opportunity Policies
- Immigration Reform and Control Act
- Reasonable Accommodations Policy
- Anti-Harassment Policy

## **RESOLUTIONS ADOPTED AT THE JUNE 14, 2018 BOARD MEETING:**

### Resolution 17-2018 Vehicle Use Policy

### Resolution 18-2018 Employee Conduct Policies

- Vehicle Use Policy
- Electronic Use Policy
- Anti-Fraud Policy
- Workplace Violence

### Resolution 19-2018 Employee Confidentiality Policies

- Personnel Records
- Medical Information Confidentiality (HIPAA Policy)
- Media Inquiries Policy

### Resolution 20-2018 Employee Hours and Breaks

- Working Hours
- Meal and Rest Periods
- Guaranteed Hours
- Unauthorized Absences
- Overtime Policy

### Resolution 21-2018 Employee Wages and Benefits

- Pay Day
- Wage Garnishment
- Retirement Plan Benefits
- Worker's Compensation Insurance
- State Disability Insurance
- Expense Reimbursement Policy

### Resolution 22-2018 Employee Relationships and Termination Policies

- Employment Classifications
- At-Will Employment Relationship
- Resignation
- Layoffs
- Death Provision

**RESOLUTION ADOPTED AT THE OCTOBER 11, 2018 BOARD MEETING:**

Resolution 25-2018 Employee Polygraph Test Policy

**RESOLUTION ADOPTED AT THE JULY 11, 2019 BOARD MEETING:**

Resolution1-2019 Paid Leave Policies

- Vacation Leave
- Holiday Leave
- Sick Leave
- Bereavement Leave
- Birthday Leave
- Administrative Leave
- Paid Time Off (PTO)
- Jury Duty
- Voting Time
- Emergency Leave



**PALM SPRINGS CEMETERY**  
DISTRICT

**STAFF REPORT**

**TO:** Board of Trustees  
**FROM:** Kathleen Jurasky, District Manager  
Steven B. Quintanilla, General Counsel  
**DATE:** September 12, 2019  
**RE:** Resolution Adopting Miscellaneous Policies for District Employee Handbook

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**Recommendation:**

That the Board of Trustees adopt the attached Resolution approving Miscellaneous Policies for District Employee Handbook.

**Background:**

Over the past two years, the District Manager and General Counsel have been reviewing and researching every policy in the he Employee Handbook for purposes of updating each of them so that they comply with all current state and federal labor laws, regulations and policies in addition to the prevailing case law on each issue.

The Board has already adopted several resolutions covering a variety of policies such as, but not limited to:

- Paid Leave Policies
- Unpaid Leave Policies
- Family Leave
- Military Leave
- Wages and Benefits
- Hours and Breaks
- Employee Confidentiality
- Polygraph Consent
- Employment Relationship and Termination
- Professional Conduct

The attached Resolution proposes the adoption of a variety of miscellaneous policies that don't necessarily fit in the above categories, but fir efficiently purposes have been included under one resolution. These include the following:

- **Probationary Period.** All new employees shall serve the first six (6) months of employment with the District in a probationary status.
  - **Workweek.** The workweek for regular fulltime employees shall commence at 12:00 a.m., each Sunday through 11:59 p.m., the following Saturday.
  - **Workday.** The workday for regular fulltime employees shall mean any consecutive 24-hour period commencing at 12:00 a.m. for each calendar day.
  - **Work Shift.** The regular work shift for a regular fulltime employee shall commence at 8:00 a.m., Monday through Friday and end at 4:30 p.m. for each of those days, with a mandatory unpaid thirty (30) minute midday meal break. In addition, during the regular work shift, an employee shall be entitled to a fifteen (15) minute rest period approximately in the middle the first four (4) hour work period of the work shift and a fifteen (15) minute rest period approximately in the middle of the last four (4) hour work period of the work shift.
  - **Confidential Employee.** This means an employee whose job responsibilities include access to employee personnel records, attorney-client privileged communications and some closed session materials. A confidential employee will be prohibited from disclosing confidential information to any third party without prior authorization, unless a law or policy provides otherwise.
  - **Cell Phone and Wireless Devices.** This policy shall apply to employees while driving or operating a District motor vehicle or a personal motor vehicle for District related purposes on any public street. Employees will be prohibited from driving or operating a motor vehicle while using any wireless device for phone conversations, texting or emailing unless the device specifically designed and configured to allow hands-free communication.
  - **Workplace Searches and Inspections.** This will allow the District to inspect and a search any of its property, including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, scanners, copiers, and vehicles.
  - **Computer Systems Inspections.** This will the District to access, search, and monitor all electronically transmitted communications and Internet usage history stored or contained in any of the District's computer systems, and to retrieve and read or view such information at any time with or without notice, for purposes of ensuring that the District's computer systems are being used in a lawful manner and in compliance with all applicable employee policies.
  - **Health and Insurance Benefits Policy and Coverage.** This will be the same as currently provided. The District offers employees and their dependents insurance

coverage for life, health, vision and dental. Employees may enroll their dependents in the employee's selected life, health, vision and dental insurance plans in accordance with the plan's terms and conditions.

- **Education Reimbursement.** The District reimburses employees for educational courses and required textbooks if requested prior to enrollment provided that: (a) the course is job related and (b) sufficient funds are available.
- **Grounds for Discipline.** Employees may be subjected to discipline, including termination, for the following conduct:
  1. Producing unsatisfactory work quality or quantity;
  2. Being excessively absent or tardy;
  3. Abusing rest periods and meal privileges;
  4. Misrepresenting reasons for requests for any paid or unpaid leave;
  5. Failing to follow a supervisor's instructions or District procedures;
  6. Failing to comply with the District's safety regulations or any applicable county, state or federal safety regulations;
  7. Being insubordinate, including improper conduct toward a supervisor;
  8. Being dishonest, including falsifying or making a material omission on any District record;
  9. Committing theft, including the unauthorized removal or possession of property from the District, employees, customers, visitors or anyone on District property;
  10. Destroying, damaging or misusing any property of the District, employees, customers, visitors, or anyone on District property;
  11. Engaging in rude or disrespectful conduct or bullying in person or via telephone, text, email or any other form of communication while on District property or during the work shift;
  12. Violating any applicable conflict-of-interest laws, rules, regulations or policies;
  13. Disclosing or using confidential or proprietary information without authorization, including release of third-party trade secrets or confidential information about the District, employees, customers and visitors;
  14. Possessing or removing property, records, or other material belonging to the District or an employee without proper authorization;
  15. Falsifying or altering any time-keeping record, intentionally punching another employee's timecard, allowing someone else to punch an employee's timecard, removing any time-keeping record from a designated area without proper authorization, or destroying such a record;
  16. Soliciting or accepting tips or gifts for any service provided by the District;
  17. Attempting to intimidate or coerce other employees;
  18. Permitting another person to use keys, access codes or other access information to enter District property without proper authorization;
  19. Discussing personal issues with customers or visitors while serving them;
  20. Posting of notices or literature on District premises without prior authorization of the District Manager;

21. Soliciting, collecting funds and/or circulating literature of any nature on District property during a work shift without prior authorization of the District Manager.
22. Performing personal work or engaging in personal communications while working on District time, excepting during rest periods and meal breaks;
23. Engaging in sexual activity during working hours;
24. Using District business phones or computers for personal matters in an excessive manner.
25. Engaging in discourteous conduct or abusive treatment, or using inappropriate language directed toward any customer, visitor, employee, or anyone else on District property or during working hours;
26. Performing assigned duties in a negligent manner.
27. Interfering with the work performance of others;
28. Instigating altercations, including fighting on District property;
29. Violating District policies against harassment, discrimination, and/or retaliation;
30. Possessing, distributing, selling, using, or being under the influence of alcohol or illegal drugs on District property, on duty or while operating a vehicle or other equipment leased or owned by the District;
31. Gambling on District property or while conducting District business;
32. Leaving the job without authorization;
33. Violating health and safety rules, regulations, policies or practices or engaging in conduct that creates a safety or health hazard;
34. Bringing on District property dangerous or unauthorized materials, such as a firearm or other dangerous weapon, or possessing dangerous or unauthorized materials while conducting District business;
35. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, customers, or property;
36. Failing to report to work on time and observing the time limits for rest and lunch periods;
37. Failing to obtain approval for working overtime;
38. Failing to obtain approval to leave work early;
39. Failing to notify a supervisor in advance of anticipated tardiness or absence, except as permitted by applicable law; or
40. Violating any policy or procedure proscribed in this Employee Handbook.

## **Exhibits**

Resolution Adopting Miscellaneous Policies for Employee Handbook

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# **Agenda Item 7c**

**RESOLUTION NO. 10-2019**

**A RESOLUTION OF THE PALM SPRINGS CEMETERY DISTRICT BOARD OF  
TRUSTEES ADOPTING VARIOUS MISCELLANEOUS POLICIES FOR THE  
EMPLOYEE HANDBOOK**

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

**WHEREAS**, Health and Safety Code Section 9020 provides that the Board of Trustees (the "Board") shall serve as the legislative body of District, govern the District, and establish policies for the operation of the District; and

**WHEREAS**, the District's Employee Handbook is intended to aid new and current employees in understanding the District's employee policies, procedures, and benefits; and

**WHEREAS**, the District's Employee Handbook also serves to educate supervisors and managers about the District's employee policies, procedures, and benefits and are a ready resource to use in addressing employees' questions and/or concerns about the application certain policies, procedures, and benefits; and

**WHEREAS**, the District's Employee Handbook sets forth the uniform application of policies and procedures which promotes consistency of treatment of the District's employees; and

**WHEREAS**, the District's Employee Handbook should be periodically reviewed and revised as circumstances warrant, such as when state or federal employment law has changed, the District's operations have changed or some provisions have not worked out well from a practicable perspective; and

**WHEREAS**, the District Manager and General Legal Counsel recently reviewed the Employee Handbook and recommend certain changes to the District's employee policies for certain legal and practicable reasons.

**NOW, THEREFORE, be it resolved by the Board of Trustees of the Palm Springs Cemetery District as follows:**

**Section 1. Recitals.**

That the Recitals set forth above are true and correct.

**Section 2. Adoption of Employee Policies.**

That the following policies are hereby adopted:

**Section \_\_\_\_\_. Probationary Period**

All new employees shall serve the first six (6) months of employment with the District in a probationary status. Employment is at will and may be terminated at any time with or without cause or notice both during and after the probationary period. Permanent part-time or full-time employment is not guaranteed at the conclusion of the probationary period. Unless otherwise provided in this Employee Handbook, employees will receive no employee benefits during the probationary period. However, should the District continue the employment of an employee after the successful completion of the employee's probationary period, any benefit that employee may be entitled to at the time will accrue at the normal rate during the employee's former probationary period.

**Section \_\_\_\_\_. Workweek**

The workweek for regular fulltime employees shall commence at 12:00 a.m., each Sunday through 11:59 p.m., the following Saturday. The workweek may be subject to change by the District only if such change is intended to be permanent. The workweek will not be changed on a temporary basis to evade overtime requirements.

**Section \_\_\_\_\_. Workday**

The workday for regular fulltime employees shall mean any consecutive 24-hour period commencing at 12:00 a.m. for each calendar day.

**Section \_\_\_\_\_. Work Shift**

The regular work shift for a regular fulltime employee shall commence at 8:00 a.m., Monday through Friday and end at 4:30 p.m. for each of those days, with a mandatory unpaid thirty (30) minute midday meal break. In addition, during the regular work shift, an employee shall be entitled to a fifteen (15) minute rest period approximately in the middle the first four (4) hour work period of the work shift and a fifteen (15) minute rest period approximately in the middle of the last four (4) hour work period of the work shift. An employee may combine one of the fifteen (15) minute rest periods with the thirty (30) minute meal break, for a forty-five (45) minute meal break, approximately in the middle of the work shift. All rest periods and meal breaks shall be taken at specified times approved by the District Manager or designee.

**Section \_\_\_\_\_. Confidential Employee**

"Confidential employee" shall mean an employee whose job responsibilities include access to employee personnel records, attorney-client privileged communications and some closed session materials.

Employee personnel records include medical information, employee complaints of harassment, workers' compensation claims, disciplinary documents, or any other document that includes individually identifiable employee information.

Attorney-client privileged communications include the substance or content of all conversations, notes, messages, drafts and any form of correspondence, including without limitation, letters, memoranda, electronic emails, and text messages exchanged between the District's legal counsel and any District employee, official, trustee, agent, contractor, or consultant.

Closed session information includes the substance or content of any pending litigation; significant exposure to litigation against the local agency; anticipated initiation of litigation; real estate negotiations; matters of employment related to hiring, evaluation, discipline, or dismissal of an employee; labor negotiations; and issues of public security.

A confidential employee shall not disclose confidential information to any District employee, official, trustee, agent, contractor, consultant or any third party without prior authorization of the District Manager, unless a law or policy provides otherwise.

**Section \_\_\_\_.**     **Cell Phone and Wireless Devices**

This policy shall apply to employees while driving or operating a District motor vehicle or a personal motor vehicle for District related purposes on any public street.

Employees shall be prohibited from driving or operating a motor vehicle while using a wireless telephone unless that telephone is specifically designed and configured to allow hands-free listening and talking and is used in that manner while driving or operating the motor vehicle. Furthermore, an employee shall not drive a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication, unless the device is designed and configured to allow for voice-operated, hands-free operation to dictate, send, or listen to a text-based communication while driving or operating the motor vehicle. Employees under the age of 18 shall be absolutely prohibited from using wireless telephones or any other wireless devices while driving or operating a motor vehicle, even with the use of a hands-free device.

Notwithstanding the above, employees should exercise due care by always considering the relative value and potential risks involved with the possibility of being distracted under any given circumstances before using any hands-free or wireless devices while driving or operating a motor vehicle.

**Section \_\_\_\_.**     **Workplace Searches and Inspections**

In order to improve security and safety, to assure appropriate treatment of employees and District assets, and to protect employees from unfair accusations by others, the District reserves the right to inspect and a search any of its property, including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, scanners, copiers, and vehicles. The District may conduct searches during or after business hours, in the presence or absence of the employee, and with or without notice. The District may question an employee during the course of an inspection or search, and any personal property that the employee brings into the workplace, including vehicles, packages, purses, briefcases, lunch boxes, and other possessions, may be subject to search and inspection by the District for the purposes set forth above.

**Section \_\_\_\_.**      **Computer Systems Inspections**

Employees may use the District's computer system for limited personal purposes provided that such use does not interfere with the employee's job performance or that of others and with the acknowledgment that such use may be accessed, searched and monitored by the District, as set forth below.

All computer systems purchased, installed or paid for by the District are the District's property. As such, the District reserves the right to access, search, and monitor all electronically transmitted communications and Internet usage history stored or contained in any of the District's computer systems, and to retrieve and read or view such information at any time with or without notice, for purposes of ensuring that the District's computer systems are being used in a lawful manner and in compliance with all applicable employee policies. This includes any electronic communications or Internet usage history information that may have been deleted but still stored or contained in any of the District's computer systems.

Employees shall not use any passwords unknown to the District to access any of the District's computer systems.

**Section \_\_\_\_.**      **Health and Insurance Benefits Policy and Coverage**

The District offers employees and their dependents insurance coverage for life, health, vision and dental. Employees may enroll their dependents in the employee's selected life, health, vision and dental insurance plans in accordance with the plan's terms and conditions.

Insurance premiums for each employee and his/her dependents shall be paid by the District up to the maximum monthly amount authorized by a resolution duly adopted by the Board of Trustees. Employees shall be responsible for the payment of any premium amount that exceeds the District's maximum monthly contribution.

Pursuant to Resolution No. 3-89, The District has selected the Public Employees Retirement System (PERS) health coverage, the Standard Insurance Company life and dental, and the MetLife Group Benefits for vision coverage. A copy of Resolution No. 3-89 and summaries of each coverage plan are available at the District offices.

The specific plans and type of coverage may be modified from time to time by the Board of Trustees.

**Section \_\_\_\_.**      **Education Reimbursement**

The District reimburses employees for educational courses and required textbooks if requested prior to enrollment provided that: (a) the course is job related and (b) sufficient funds are available.

Up to 100 percent of the tuition/registration costs of community college courses and required textbooks may be subject to reimbursement upon successful completion of the course with a grade of "C" or its equivalent, or better.

The employees who receive educational reimbursements for college courses are expected to remain employed with the District for at least two years following the completion of the latest

reimbursed course. If an employee separates from employment with the District for whatever reasons within two years following completion of the last reimbursed course, 50 percent of the reimbursed cost of all reimbursed courses and related textbooks within the last two years shall be withheld from the employee's last check. If there are insufficient funds available from the employee's last check, the remaining balance of what is owed to the District shall be due and payable within three months of the employee's last day of employment with the District.

## **Section \_\_\_\_\_. Grounds for Discipline**

The grounds for discipline as set forth below are intended to provide employees with fair notice of what type of conduct is unacceptable. This is not intended to be an exhaustive list of all types of unacceptable conduct. As such, employees should be aware that conduct not specifically listed below may also result in disciplinary action, up to and including termination.

Employees may be subjected to discipline, including termination, for the following conduct:

1. Producing unsatisfactory work quality or quantity;
2. Being excessively absent or tardy;
3. Abusing rest periods and meal privileges;
4. Misrepresenting reasons for requests for any paid or unpaid leave;
5. Failing to follow a supervisor's instructions or District procedures;
6. Failing to comply with the District's safety regulations or any applicable county, state or federal safety regulations;
7. Being insubordinate, including improper conduct toward a supervisor;
8. Being dishonest, including falsifying or making a material omission on any District record;
9. Committing theft, including the unauthorized removal or possession of property from the District, employees, customers, visitors or anyone on District property;
10. Destroying, damaging or misusing any property of the District, employees, customers, visitors, or anyone on District property;
11. Engaging in rude or disrespectful conduct or bullying in person or via telephone, text, email or any other form of communication while on District property or during the workshift;
12. Violating any applicable conflict-of-interest laws, rules, regulations or policies;
13. Disclosing or using confidential or proprietary information without authorization, including release of third-party trade secrets or confidential information about the District, employees, customers and visitors;
14. Possessing or removing property, records, or other material belonging to the District or an employee without proper authorization;
15. Falsifying or altering any time-keeping record, intentionally punching another employee's timecard, allowing someone else to punch an employee's timecard, removing any time-keeping record from a designated area without proper authorization, or destroying such a record;
16. Soliciting or accepting tips or gifts for any service provided by the District;
17. Attempting to intimidate or coerce other employees;
18. Permitting another person to use keys, access codes or other access information to enter District property without proper authorization;
19. Discussing personal issues with customers or visitors while serving them;
20. Posting of notices or literature on District premises without prior authorization of the District Manager;

21. Soliciting, collecting funds and/or circulating literature of any nature on District property during a work shift without prior authorization of the District Manager.
22. Performing personal work or engaging in personal communications while working on District time, excepting during rest periods and meal breaks;
23. Engaging in sexual activity during working hours;
24. Using District business phones or computers for personal matters in an excessive manner.
25. Engaging in discourteous conduct or abusive treatment, or using inappropriate language directed toward any customer, visitor, employee, or anyone else on District property or during working hours;
26. Performing assigned duties in a negligent manner.
27. Interfering with the work performance of others;
28. Instigating altercations, including fighting on District property;
29. Violating District policies against harassment, discrimination, and/or retaliation;
30. Possessing, distributing, selling, using, or being under the influence of alcohol or illegal drugs on District property, on duty or while operating a vehicle or other equipment leased or owned by the District;
31. Gambling on District property or while conducting District business;
32. Leaving the job without authorization;
33. Violating health and safety rules, regulations, policies or practices or engaging in conduct that creates a safety or health hazard;
34. Bringing on District property dangerous or unauthorized materials, such as a firearm or other dangerous weapon, or possessing dangerous or unauthorized materials while conducting District business;
35. Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the District, its employees, customers, or property;
36. Failing to report to work on time and observing the time limits for rest and lunch periods;
37. Failing to obtain approval for working overtime;
38. Failing to obtain approval to leave work early;
39. Failing to notify a supervisor in advance of anticipated tardiness or absence, except as permitted by applicable law; or
40. Violating any policy or procedure proscribed in this Employee Handbook.

### **Section 3. District Manager Authorization.**

That the District Manager is authorized to place these policies in an organized manner in the District's Employee Handbook and to prepare any forms the District Manager, in consultation with General Legal Counsel, deem are necessary or convenient to administering or implementing any particular policy.

### **Section 4. Severability.**

That the Board of Trustees declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**Section 5. Repeal of Conflicting Provisions.**

That all the provisions heretofore adopted by the Board of Trustees that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 6. Effective Date.**

That this Resolution shall take effect immediately upon its adoption.

**Section 7. 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.

**PASSED, APPROVED AND ADOPTED** by the Board of Trustees of the Palm Springs Cemetery District at a regular meeting duly held on the 12th day of September, 2019, by the following vote:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Bary A. Freet, Secretary

\_\_\_\_\_  
Jan Pye, Chairperson

**APPROVED AS TO FORM:**

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Steven B. Quintanilla, General Counsel