

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

This Agreement No. 24-11-003-CC for Park and Recreational Services ("Agreement") is made and entered into this day _____ of _____ 2025, by and between the City of Cathedral City, a California municipal corporation ("CITY") and Desert Recreation District, a California special district ("DISTRICT"), each a Party and together the Parties, with respect to the following:

RECITALS

WHEREAS, the CITY requires the provision of park and recreation services, including but not limited to effective management, safety, and oversight of CITY parks and other recreational facilities and the provision of community recreational programs; and

WHEREAS, the DISTRICT's mission is to make available certain basic recreational activities and related services that benefit the residents within its boundaries for a stated cost, and a specific CITY may contract for additional services for its residents at its cost; and

WHEREAS, the CITY and DISTRICT have filed an application with the Riverside County Local Agency Formation Commission to annex the area within the CITY to the DISTRICT and that application now is pending; and

WHEREAS, the CITY and DISTRICT have agreed on a Tax Exchange Agreement in the form set out on Exhibit A, attached and incorporated herein (the "Tax Exchange Agreement"). The Tax Exchange Agreement is a companion contract and prerequisite to this Agreement; and

WHEREAS, the CITY has identified and listed those activities and services the CITY wishes the DISTRICT to administer, as described more thoroughly in Exhibit B, which include (i) basic parks and recreation administration, (ii) access by Cathedral City residents to DISTRICT facilities, programs, classes outside Cathedral City, (iii) programming of recreation classes, leagues, and other activities in Cathedral City parks and other facilities as available; (iv) operation, scheduling, and reservations for Cathedral City parks, including Panorama Park, Century Park, Dennis Keat Soccer Park, Ocotillo Park, Esperanza Park, and Patriot Park; (v) staffing and providing a summer swim program at Cathedral City High School; (vi) collection of fees according to the DISTRICT's fee schedule adopted by the CITY; and (vii) maintenance and supervision (as supervision is funded) of the interior of parks, excluding any responsibility for external areas, streetlighting, parking areas or medians (collectively the "Services"). The Services include work "internal" to parks and parking lots, and amenities therein. DISTRICT Services hereunder do not include those amenities "external" from the DISTRICT'S Service areas. Exhibit B.1 hereto specifies "internal" versus "external" areas of Service.; and

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WHEREAS, the DISTRICT and CITY now desire to finalize the Services requested of DISTRICT, the schedule for provisions of such Services, the cost of such Services, the process to increase or decrease Services and adjust the associated total compensation provided from the City for such Services; and

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants hereinafter contained, and based upon confirmation that the recitals set out above are true and the Parties agree as follows:

1.0 Term and Termination.

1.1 Recitals. All Recitals set out above are true and correct.

1.2 Definition of “Days”. All references to “days” set out herein refer to calendar days.

1.3 Effective Date of Agreement; Term. The term of this Agreement shall commence upon July 1, 2025 (the “Effective Date”). The Parties acknowledge, however, that the funding mechanisms provided for in the Tax Exchange Agreement shall not be effective until issuance of that certain order from the Riverside Local Agency Formation Commission (“LAFCO”) confirming the “Cathedral City Annexation” as further described in the Tax Exchange Agreement , or (ii) July 1, 2025 (the “Effective Date” hereof). If the LAFCO order is issued after the Effective Date of July 1, 2025, then from the Effective Date until the date of the LAFCO order’s issuance, the Parties shall negotiate and work together in good faith to arrange for and fund the Services during such interim period. Funding for Services to be paid by CITY to DISTRICT for Services during any interim period before the LAFCO order takes effect may be provided by CITY from any lawful alternative funding source other than those shared property tax revenues identified in the Tax Exchange Agreement.

1.4 Termination for Cause Only. Either Party may terminate this Agreement for cause. “Cause” means a material, continuing violation of this Agreement supported with evidence of the violation. Absent an emergency situation or CITY’s failure to provide funding, the terminating non-defaulting Party shall provide written notice together with the evidence of the alleged violation to the other Party ninety (90) days in advance of the non-defaulting Party formally declaring a default, to provide a 90-day opportunity for the non-terminating Party to cure the violation.

1.4.1 Cross-Defaults: The Services provided under this Agreement are contingent upon the tax exchange and compensation provisions set forth in the Tax

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Exchange Agreement. This Agreement and the Tax Exchange Agreement are intended and designed to operate as a whole. A default under the terms and conditions of the Tax Exchange Agreement shall be a default under this Agreement.

2.0 Obligations of the DISTRICT.

2.1 Services to be Provided from Effective Date and on Annual Basis
Thereafter. Commencing on the Effective Date, the DISTRICT will provide the Services pursuant to the terms of this Agreement. From July 1, 2025, the DISTRICT will provide the Services for that fiscal year, and annually thereafter unless earlier terminated. All such Services shall be compensated via the payment provisions of Section 3. Such Services shall be provided from the Effective Date and annually thereafter, unless otherwise agreed in writing by the Parties or terminated pursuant to Section 1.4 above.

2.2 As a result of the annexation of the CITY to the DISTRICT, Cathedral City residents also will have increased access to DISTRICT-wide facilities and programs at DISTRICT resident rates. Additionally, these rates would apply during any period prior to the annexation where CITY is paying for DISTRICT services. **Additional Services Requested by CITY.** In the event CITY requests in writing specific or additional Services not otherwise provided hereunder, CITY and DISTRICT shall negotiate in good faith towards an agreement (including any written amendment hereto or to the Tax Exchange Agreement as needed) for such additional services, as well as additional compensation for such services, before additional programs are scheduled, implemented or advertised. "Additional Services" would include, but are not limited to, the opening of a new park or reopening of a park, including staffing services for such amenities underlying the Additional Services.

2.2.1 Community Center: At such time as a CITY community recreation facility (which is currently under contemplation by the CITY) is approved by the CITY, this Agreement shall be renegotiated in good faith to address the services and costs needed for the community center's successful operation and incorporation into the Services provided by DISTRICT.

2.3 Reduction in Services Requested by CITY. The CITY or DISTRICT may request in writing that Services be reduced based upon lack of funds or lack of need. In the event CITY requests in writing that Services be reduced, CITY and DISTRICT shall negotiate and work together in good faith to determine the timing for such reduction, the information to be provided to the public, and any needed amendments to this Agreement to adjust the compensation for such reduction in Services.

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2.3.1 DISTRICT is obligated to provide Services only to the extent of available CITY funding. DISTRICT may unilaterally reduce Services if the funds received are not sufficient to pay for such Services and the CITY does not provide payment for the difference in cost within a reasonable period of time after a request therefor.

2.3.2 Any material change in the level or cost of Services may lead to a request for renegotiation by either Party.

2.4 Public Marketing. DISTRICT shall promote and market Services as well as other DISTRICT programs. DISTRICT shall include publicity for programs and Services provided hereunder and generally on its website, social media and in its publications.

2.4.1 CITY shall include publicity for programs and services at the Parks on its website, social media and in its publications to the public.

2.5 Quarterly Parks Report/Update. The DISTRICT shall provide the CITY with a quarterly report and update on the progress of Services and the overall condition of those parks set forth in Exhibit C hereto (the "Parks").

2.6 DISTRICT Standards. The DISTRICT shall provide the CITY with standards for recreation, maintenance and landscaping applicable to the Services provided hereunder, including activities to be performed daily, weekly, monthly, and annually as those are set forth in Exhibit B. The DISTRICT will notify CITY in writing of any need to temporarily close any CITY facility for a period of forty-eight hours or longer.

2.7 Reporting Damage, Misuse, Vandalism. The DISTRICT shall notify the CITY as soon as possible of any damage to, or misuse of, areas subject to the DISTRICT's Services hereunder. Examples of reportable incidents include but are not limited to graffiti, vandalism, and other types of property damage. At a minimum, reporting pursuant to this Section shall be made by DISTRICT using the "MyCathedralCity Mobile App" available at: <https://www.cathedralcity.gov/govapp> or its equivalent.

2.8 Reporting Safety Hazards. The DISTRICT will use its best efforts to notify the CITY immediately of any potential safety hazards in any areas subject to the Services hereunder. At a minimum, reporting pursuant to this Section shall be made by DISTRICT using the "MyCathedralCity Mobile App" available at: <https://www.cathedralcity.gov/govapp> or its equivalent. DISTRICT will not provide security or enforcement of CITY ordinances or rules or regulations without separate agreements and charges to the CITY, and such services are not included within those Services set forth in Exhibit B.

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3.0 Payments to DISTRICT.

3.1 Source(s) of Funds for Services; Dedicated Fund Account. Except as more specifically stated below, the first and primary source of funds for Services shall be tax revenues paid directly to DISTRICT under the Tax Exchange Agreement, which may vary from year to year.

It is the responsibility of the CITY to provide the Tax Exchange Agreement to the County Auditor-Controller in sufficient time for the tax roll deadline of August 10, 2025. The proceeds of such funds will be received throughout the year pursuant to regular County Property Tax distribution procedures, commencing on the Effective Date. The Parties understand that such Tax Exchange Agreement revenue may not be sufficient to provide for the cost of Services, in which event such other non-tax funds received by the DISTRICT as a result of Services in the City (e.g., benefit assessment revenues derived from CITY annexed area) and/or additional contributions from the CITY from any lawful alternative funding source other than those shared property tax revenues identified in the Tax Exchange Agreement will be used for payment of agreed upon services. DISTRICT shall maintain separate and dedicated accounting of all revenue provided under this Agreement, the Tax Exchange Agreement, direct CITY contributions for the Services, and all benefit assessments attributable to the CITY Service areas; there shall be a separate fund subject to an accounting of revenues and expenditures attributable to CITY Services or benefit assessments attributable to CITY lands. The CITY has adopted and will amend its fee schedule annually to reflect the DISTRICT's AP 601 Policy, which establishes fees and charges utilized throughout the DISTRICT to set fees and is amended annually. The DISTRICT shall determine, apply, collect, retain, and administer all fees and charges for Services based upon the rates set out in the DISTRICT's then-current and applicable Park User Fee Schedule. The DISTRICT shall provide semi-annual reports to the CITY of the fees and charges collected within the CITY.

3.1.1 DISTRICT shall retain all revenues from the \$9.90/year special benefit assessment to be levied on all residential parcels when the LAFCO annexation is complete on the tax roll on all residential parcels within the CITY, with such assessments to be held in the dedicated account specified in Section 3.1 above. Such special benefit assessments are not governed by the Tax Exchange Agreement and represent a separate source of revenues to be expended by DISTRICT for its provision of Services hereunder.

3.2 Agreed Upon Costs of Services:

3.2.1 Any interim period of Services occurring between the Effective Date hereof and issuance of the LAFCO order shall be compensated in accordance with the provisions of Section 1.3 above.

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3.2.2 The Parties agree that the cost of Services from July 1, 2025, through June 30, 2026, is \$1,798,585.88, of which the initial \$ 1,000,000.00 shall be paid as set out in the Tax Exchange Agreement.

3.2.3 After June 30, 2026, the DISTRICT shall provide the CITY with a budget for Services and associated costs for each fiscal year annually on or before March 31. The CITY may increase or decrease Services in writing within 15 days of receipt of that budget. The Parties shall meet and confer in good faith regarding any requested changes and shall agree in writing, with an amendment hereto as needed, on the amount of compensation for Services, which shall be attached to this Agreement annually.

3.2.4 If at the end of any fiscal year DISTRICT has received funds attributable to its Services in the CITY in excess of those provided from the share of tax revenues transferred pursuant to the Tax Exchange Agreement, then such excess funds shall be first used to pay back funds advanced by the DISTRICT and second, to establish reserves for future services.

3.2.5 One-Time, Special Costs. CITY shall be responsible for compensating the DISTRICT for unexpected, emergency or extraordinary, one-time expenditures (either capital improvements or maintenance), excepting however that any such expenditure with a total cost over \$10,000 per occurrence shall require prior written authorization from the CITY before starting work. If the costs of such improvement work cannot be recouped/compensated through revenues from either the Tax Exchange Agreement or the funding account specified in Section 3.1, then the CITY will otherwise reimburse DISTRICT within thirty (30) days of receiving an invoice for the work.

3.3 Annual Reconciliation of Funding. Annually as part of its audit, the DISTRICT will provide a reconciliation and accounting of revenues versus fees received in the dedicated CITY Services fund established pursuant to Section 3.1.

3.4 Adjustment of Payment. Any adjustments to payment as the result of an audit shall be made under Section 3.2.

4.0 Obligations of the CITY.

4.1 Service Area Access. In consideration of the provision of this Agreement, CITY provides full and complete access to the Service areas and Parks.

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4.1.1 CITY shall provide the current equipment inventory associated with use of the fields and other Park facilities, including but not limited to nets, bases, and all other related equipment.

4.2 Compliance with Law. CITY shall comply with all applicable local, state or federal laws, regulations or guidelines in its performance under this Agreement.

4.3 Quimby Fees. CITY shall retain all Quimby or other park development fees. CITY shall condition all new development to pay such fees, as allowed by law. The CITY therefore will be responsible for all costs of new Park facilities.

4.4 Cooperation on Grants. CITY and DISTRICT shall work cooperatively to secure grants to further the purpose of this Agreement.

5.0 Coordination between the Parties.

5.1 Generally. The DISTRICT's General Manager shall coordinate and agrees to negotiate in good faith with the CITY Manager, themselves or through their respective designees, regarding the Services, the proposed community center (per Section 2.2.1), opening of a new park, significant upgrades to an existing Park, closure of a Park or funding issues under this Agreement. Any agreements interpreting this Agreement shall be attached to it or processed as a written amendment hereto as needed.

5.2 Dispute Resolution In Re-interpretive Issues. In the event that there is a dispute as to the interpretation of this Agreement, the City Manager and General Manager (or their designees) shall meet to try to resolve the issue in good faith negotiations. Any such resolution shall be confirmed in writing and attached to this Agreement (or processed as an amendment as needed) to confirm such interpretation. In the event the Parties cannot resolve the issue after a period of one-hundred twenty (120) days' negotiation, then either Party may give notice to the other Party that the matter is at impasse and it shall be referred to a committee selected by each Parties' governing board. If the dispute cannot thereafter be resolved within 60 calendar days of such referral or such other time period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California

5.3 Community Center. At such time as there are specific plans and a timeline for a community center (per Section 2.2.1), the Parties shall/may renegotiate this Agreement.

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6.0 Indemnity and Release.

6.1 Mutual Indemnities.

6.1.1 CITY shall be responsible for all damages to persons or property that occur as a result of CITY or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with CITY's participation in the activity or service. Further, CITY shall indemnify and hold harmless the DISTRICT, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of CITY, its officers, agents, employees, independent contractors, and volunteers in connection with the activity or service.

6.1.2 DISTRICT shall be responsible for all damages to persons or property that occur as a result of DISTRICT or its officers, agents, employees, independent contractors, and volunteers' fault or negligence in connection with DISTRICT's participation in the activity or service. Further, DISTRICT shall indemnify and hold harmless CITY, its officers, agents, employees, independent contractors, and volunteers from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property arising from or related to the fault or negligence of the DISTRICT, its officers, agents, employees, independent contractors, and volunteers in connection with the activity or service.

6.1.3 Notwithstanding the foregoing, both the CITY and the DISTRICT agree that they are self-insured for their respective liabilities under this Agreement. The self-insurance maintained by each party shall be primary for their own liabilities, and the other party's self-insurance or insurance, if any, shall be secondary and excess. Each party acknowledges and agrees that the self-insurance maintained by the indemnifying party is sufficient to cover the indemnification obligations set forth herein.

6.1.4 **Release of Liability.** To the fullest extent permitted by law, each Party hereby releases the other, and its officers, agents, employees, independent contractors, and volunteers from any claims, suits, or actions for damages arising from the indemnifying Party's participation in the activities or services under this Agreement, except where such damages are caused by the indemnified Party's fault or negligence.

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7.0 Insurance.

7.1 Policies:

1. **General Liability Coverage.** DISTRICT shall maintain self-insurance or a program of self-insurance for general liability insurance for bodily injury, personal injury, and property damage. Evidence of such coverage shall be provided to the CITY.
2. **Automobile Liability Insurance.** DISTRICT shall maintain self-insurance or a program of self-insurance covering automobile covering bodily injury and property damage for all activities of DISTRICT arising out of or in connection with activities or services to be performed under this Agreement. Evidence of such coverage shall be provided to the CITY.
3. **Workers' Compensation Insurance.** DISTRICT shall maintain self-insurance for Workers' Compensation Insurance (Statutory Limits) and Employer's Liability. Evidence of such coverage shall be provided to the CITY.
4. **Property Insurance.** CITY shall be responsible for providing self-insurance or maintaining property insurance for all parks and facilities listed in Exhibit B of this agreement.
5. **Abuse and Molestation Coverage.** Each Party shall maintain, at its own expense, self-insurance or a program of self-insurance for abuse and molestation its interest against claims or suits alleging physical, emotional, verbal or mental abuse, including sexual abuse or molestation occurring as a result of the use of the Premises under this Agreement by that Party, its officers, employees, servants, volunteers, agents, and independent contractors. Coverage should either be on an Occurrence basis, or if on a claims-made basis, shall include at a minimum a three-year automatic extended reporting period. DISTRICT shall provide evidence of such coverage.

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7.2 Parties to this Agreement. The insuring Parties agree to monitor and review all such coverage and assume all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.

8.0 Ownership of Documents. Each Party shall retain ownership of its own documents. Notwithstanding, upon reasonable request, each shall make available to the other all public documents prepared pursuant to this Agreement.

9.0 Notices and Designated Representatives. Any and all notices, demands, invoices and written communications between the Parties hereto shall be addressed as follows and the positions designated are primarily responsible for the performance by the Parties under this Agreement:

CITY:	City Manager City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 (760) 770-0331 (760) 770-0399 Fax
DRD:	General Manager Desert Recreation District 45-305 Oasis St. Indio, CA 92201 (760) 347-3484

Any such notices, demands, invoices and written communications shall be given personally, by fax or by mail and shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, first class, postage prepaid and properly addressed as set forth above.

10.0 Independent Contractor. The Parties hereto agree that the DISTRICT and its officers, employees, agents, and volunteers, providing Services per this Agreement are independent contractors and shall not be construed for any purpose to be employees of CITY. The Parties further agree that the CITY and its officers, employees, agents, and volunteers providing any Services under this Agreement are and remain independent contractor(s) as to DISTRICT.

11.0 Force Majeure. In the event of any event outside the control of both parties which makes performance of this Agreement impossible (such as flood, fire, earthquake, labor unrest, widespread regional or larger pandemic, or impossibility

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of supply), the Parties agree that they shall meet and determine how to proceed. The determination to restrict the use of or close parks lies solely with the City.

12.0 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

13.0 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement **acknowledges** that no representation, statement, agreement or promise by either Party that is not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all Parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

14.0 Attorneys' Fees. The prevailing Party in any litigation to interpret or enforce this Agreement shall be entitled to recover **attorneys' fees** and costs in any amount to be determined by the court.

15.0 Equal Employment Opportunity. In connection with its performance under this Agreement, the DISTRICT shall not discriminate against any person seeking Services or any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, national origin or other protected class, or association with such protected class. The DISTRICT shall ensure that Services are obtained, and employment applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, national origin or other protected class or association with such protected class. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DISTRICT has reviewed and hereby acknowledges the CITY's "Prohibition Against Arbitrary Discrimination," codified at Chapter 11.88 of the Cathedral City Municipal Code, which is hereby incorporated herein by this reference, and DISTRICT agrees to abide by such regulations in its performance of this Agreement and all provision of Services.

16.0 Assignment. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the DISTRICT without the prior written consent of CITY. Any attempt by the DISTRICT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

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17.0 Permits and Licenses. DISTRICT shall obtain and maintain during the Agreement term any necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license if required.

18.0 Drafting of this Agreement. No provision of this Agreement shall be interpreted for or against any Party because that Party's legal counsel drafted such provision. This Agreement shall be construed as if jointly prepared by both Parties.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below:

“DESERT RECREATION DISTRICT”
Desert Recreation District

“CITY”

City Of Cathedral City

KEVIN KALMAN
General Manager

CHARLES P. MCCLENDON
City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Elizabeth Martyn, Cole Huber
Attorney for Desert Recreation District

Eric Vail
City Attorney for City of Cathedral City

DATE: _____

DATE: _____

ATTEST:

Tracey R. Hermosillo
City Clerk

DATE: _____

EXHIBIT
“A”

**FORM OF TAX EXCHANGE AGREEMENT
BETWEEN
DESERT RECREATION DISTRICT
AND
CITY OF CATHEDRAL CITY**

**TAX EXCHANGE AGREEMENT
BETWEEN
DESERT RECREATION DISTRICT
AND
CITY OF CATHEDRAL CITY**

This TAX EXCHANGE AGREEMENT ("Agreement") is made and executed as of the ____ day of 2025 by and between the DESERT RECREATION DISTRICT, a public entity, corporate and politic ("DISTRICT"), and the CITY OF CATHEDRAL CITY, a California charter city ("CITY"). CITY and DISTRICT are each individually referred to herein as a "party" and collectively as the "parties".

RECITALS

A. On June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A thereto, which limited the total amount of property taxes which could be levied on property by local taxing agencies having such property within their territorial jurisdiction to one percent (1%) of full cash value.

B. Subsequently, the California Legislature added Sections 99 and 99.01 to the California Revenue and Taxation Code, which require a special district seeking to annex property to its incorporated territory and a city affected by such annexation to agree upon an exchange of property taxes derived from such property and available to the city and the special district following annexation of the property to the jurisdictional territory of the special district.

C. DISTRICT currently provides park and recreation services in the region surrounding the CITY, but not currently within the CITY.

D. DISTRICT and CITY concur that annexation of the territory within the CITY into the service area of the DISTRICT is in the best interests of the DISTRICT and the CITY because of the breadth and scope of recreational facilities and services that the DISTRICT will be able to provide to the residents of the CITY.

E. On _____, 2025, DISTRICT filed an application with the Riverside Local Agency Formation Commission requesting its approval of the annexation of the territory of the CITY to the DISTRICT (the "Cathedral City Annexation").

F. DISTRICT and CITY contemplate that upon completion of the Cathedral City Annexation, the services DISTRICT will provide to the CITY will include (i) basic parks and recreation administration, (ii) access by Cathedral City residents of DISTRICT facilities, programs, classes, (iii) programming of recreation classes, leagues, and other activities in Cathedral City parks and other facilities as available, and (iv) maintenance, operation, scheduling, and reservations for Cathedral City parks, including Panorama

Park, Century Park, Dennis Keat Soccer Park, Ocotillo Park, Dream Homes Park and limited services at Patriot Park.

G. CITY and DISTRICT wish to work together to develop a fair and equitable approach to the sharing of real property ad valorem taxes imposed and collected as authorized by the California Revenue and Taxation Code in order to finance recreational facilities and services for the residents within the CITY.

H. Sections 99 and 99.01 of the California Revenue and Taxation Code authorize a special district and city to execute a property tax transfer agreement for the exchange of property tax revenues between a special district and the city in connection with the annexations of property located in the territory of a city to the service area of the special district.

I. DISTRICT and CITY after negotiations have reached an understanding as to a rate of exchange of property tax revenues to be made pursuant to Section 99 of the California Revenue and Taxation Code in connection with the annexation of the territory located within the CITY into the service area of the DISTRICT.

J. This Agreement memorializes the understanding between the CITY and DISTRICT and constitutes an enforceable property tax transfer agreement under Sections 99 and 99.01 of the California Revenue and Taxation Code.

In consideration of the exchange of tax revenue, as provided for in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties, the CITY and DISTRICT agree as follows:

TERMS

Section 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Annexation Area" shall mean all of the territory located within the jurisdictional boundaries of the CITY depicted in Exhibit A to this Agreement (Annexation Area described in Exhibit A.1 and depicted in Exhibit A.2). The Annexation Area includes approximately 22.75 square miles.

(b) "Annexation Date" shall mean the date specified by the Riverside Local Agency Formation Commission consistent with the Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (California Government Code § 56000 et seq.) as the effective date of the Cathedral City Annexation.

(c) "Cathedral City Annexation" shall mean the annexation to the DISTRICT, as delineated in Riverside Local Agency Formation Commission Application Control Number "____", the annexation of which to DISTRICT is subsequently approved and completed by the Riverside Local Agency Formation Commission as provided for in the Cortese-

Knox-Hertzberg Local Governmental Reorganization Act of 2000 (California Government Code § 56000 et seq.).

(d) "Property Tax Revenue" shall mean revenue from "ad valorem real property taxes on real property", as said term is used in Section 1 of Article XIII A of the California Constitution and more particularly defined in subsection (c) of Section 95 of the California Revenue and Taxation Code, that is collected from within the Annexation Area, and is currently allocated to the [Riverside County, CITY, Palm Springs Unified School District, Desert Community College District, Desert Healthcare District Riverside County Office of Education, Riverside County Regional Park and Open Space District, Palm Springs Public Cemetery District, Coachella Valley Mosquito and Vector Control District, Coachella Valley Water District Storm Water Unit, Coachella Valley Water District Water Project, Riverside County Free Library District, Coachella Valley Resource Conservation District, and

Section 2. General Purpose of Agreement. The general purpose of this Agreement is to devise an equitable exchange of Property Tax Revenue between CITY and DISTRICT as required by Revenue and Taxation Code Sections 99 and 99.01.

Section 3. Exchange of Property Tax Revenues. On and after the Annexation Date, the CITY and DISTRICT shall exchange Property Tax Revenue as follows:

DISTRICT to receive an allocation of fifteen percent (15 %) of the CITY's basic one percent (1%) property tax levy.

Section 4. Exchange by County Auditor. CITY and DISTRICT further agree that the exchange of Property Tax Revenue required by this Agreement shall be made by the County Auditor.

Section 5. No Opposition. In consideration of the exchange of tax revenue provided for in this Agreement, CITY agrees not to oppose the Cathedral City Annexation before the Riverside Local Agency Formation Commission.

Section 6. Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved within 30 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

Section 7. Mutual Defense of Agreement. If the validity of this Agreement is challenged in any legal action by a party other than DISTRICT or CITY, then DISTRICT and CITY agree to defend jointly against the legal challenge and to share equally any award of costs, including attorney's fees, against DISTRICT, CITY, or both.

Section 8. Modification. The provision of this Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by both the DISTRICT and CITY.

Section 9. Reformation. DISTRICT and CITY understand and agree that this Agreement is based upon existing law, and that such law may be substantially amended in the future. In the event of an amendment of state law which renders this Agreement invalid or inoperable or which denies any party thereto the full benefit of this Agreement as set forth herein, in whole or in part, then DISTRICT and CITY agree to renegotiate this Agreement in good faith.

Section 10. Coordination with Services Agreement; Term; Cross-Default. The term of this Agreement is intended to be commensurate with the term of that certain Agreement No. 24-11-003-CC for Park and Recreational Services dated _____ ("Services Agreement"). Any termination or expiration of the Services Agreement shall operate as a parallel termination or expiration of this Agreement, unless otherwise agreed to by the parties in writing.

(a) This Agreement is made attendant to the services provided under the Services Agreement. This Agreement and the Services Agreement are intended and designed to operate as a whole. A default under the terms and conditions of the Services Agreement shall be a default under this Agreement.

Section 11. Entire Agreement. With respect to the subject matter hereof only, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between DISTRICT and CITY except as otherwise provided herein.

Section 12. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

DISTRICT: Desert Recreation District
45-305 Oasis Street
Indio, CA 92201
Attn: Executive Director

With a Copy to: Cole Huber LLP
2855 E. Guasti Road, Suite 402
Ontario, CA 91761
Attn: Elizabeth Martyn, General Counsel

CITY: City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

Attn: City Manager

With a Copy to:

Burke, Williams & Sorensen LLP
1770 Iowa Avenue, Suite 240
Riverside, CA 92507-2479
Attn: Eric S. Vail, City Attorney

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing, whichever is earlier.

Section 13. Approval, Consent, and Agreement. Wherever this Agreement requires a party's approval, consent, or agreement, the party shall make its decision to give or withhold such approval, consent or agreement in good faith, and shall not withhold such approval, consent or agreement unreasonably or without good cause.

Section 14. Construction of Captions. Captions of the sections of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this Agreement.

Section 15. Incorporation by Reference. Exhibits A.1 and A.2, attached hereto, are incorporated into this Agreement by this reference.

Section 16. Effectiveness. The parties acknowledge that this Agreement shall not become effective unless the ordinances or resolutions approving this Agreement are approved by a two-thirds (2/3) vote of both the City Council and the District Board of Directors.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the DISTRICT and CITY have executed and entered into this Agreement as of the date first written above.

DISTRICT:

CITY:

DESERT RECREATION DISTRICT,
A California public entity

CITY OF CATHEDRAL CITY,
A California municipal corporation

By: _____
Kevin Kalman, General Manager

By: _____
Charlie McClendon, City Manager

Attest:

Attest:

By: _____
Manuel Rios, District Clerk

By: _____
Tracey R. Hermosillo, City Clerk

Approved as to form:

Approved as to form:

Cole Huber, LLP

Burke, Williams & Sorensen, LLP

By: _____
Elizabeth Martyn, General Counsel

By: _____
Eric S. Vail, City Attorney

EXHIBIT A-1

Annexation Area Description

DESCRIPTION OF THE CORPORATE BOUNDARY OF THE CITY OF CATHEDRAL CITY, COMPRISED OF ALL OR PORTIONS OF SECTIONS 19, 27, 28, 29, 30, 32, 33 AND 34 IN TOWNSHIP 3 SOUTH, RANGE 5 EAST; SECTIONS 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 27, 28, 29, 32, 33 AND 34 IN TOWNSHIP 4 SOUTH, RANGE 5 EAST; SECTIONS 4, 5 AND 9 IN TOWNSHIP 5 SOUTH, RANGE 5 EAST; AND SECTION 18 IN TOWNSHIP 4 SOUTH, RANGE 6 EAST, ALL OF SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

The True Point of Beginning of this description is the Southwest corner of Section 4, T5S, R5E, San Bernardino Meridian, said point being on the existing corporate boundary of the City of Cathedral City, California, as per LAFCO # 80-06-4, as described in the Certificate of Completion of incorporation document recorded on August 25, 1981, as Instrument No. 161673, in Official Records of Riverside County, California; the following twenty-two (22) courses are along the corporate boundary as described in said Certificate ;

(1). Thence, Northerly along the West line of said Section 4, N 00° 12' 15" E, a distance of 620.24 feet to a point of intersection with the Southeasterly prolongation of the Southerly boundary of the Cathedral Canyon Vista subdivision as shown on the map filed in Book 37, at Pages 63 and 64, inclusive, of Maps, records of Riverside County, California;

- (2). Thence, N 67° 52 ' 05" W, a distance of 1,134.35 feet along the said Southerly boundary, to the Southwesterly corner of Lot 26 of said Cathedral Canyon Vista subdivision, said corner also being the Southwesterly corner of the said Cathedral Canyon Vista subdivision;
- (3) Thence, N 16° 43' 45" E along the Westerly line of said Lot 26 and its Northerly prolongation, a distance of 249.11 feet, to an angle point in the Westerly tract boundary of said Cathedral Canyon Vista subdivision;
- (4) Thence, N 04° 11' 00" East, along said Westerly tract boundary, a distance of 454.74 feet, more or less, to a point on the Easterly line of the Riverside County Flood Control District West Cathedral Channel. 200 feet wide, as described in the Easement Deed recorded March 19, 1947, in Book 821, Page 473, Official Records, as said channel is shown on Parcel Map 20943, per map filed in Parcel Map Book 148 at Pages 53 and 54, Records of Riverside County;
- (5) Thence, at right angles to said Westerly tract boundary, N 85° 49' 00" W, 200 feet along the South line of said channel to the Southwesterly corner thereof;
- (6) Thence, Northerly, along the along the Westerly line of said channel, as shown on said Parcel Map 20943, the following four (4) courses:
- (7) N 4° 11' 59" E, 400 feet, to the beginning of a tangent curve, concave Easterly and having a radius of 2,100 feet;
- (8) Thence Northerly along said curve, through a central angle of 17° 46' 50", an arc length of 651.69 feet;
- (9) Thence N 21° 58' 49" E, 1,963.42 feet to the beginning of a tangent curve, concave Southeasterly and having a radius of 2,100 feet;

- (10) Thence Northeasterly along said curve, through a central angle of $14^{\circ} 13' 41''$, an arc length of 521.49 feet to a point on the East line of said Section 5, T5S, R5E, as shown on said Parcel Map 20943;
- (11) Thence, Northerly along the East line of said Section 5, N $00^{\circ} 11' 33''$ E, 352.80 feet to the Northeast corner of said Section 5, said Northeast corner also being a point on the South line of Section 32, T4S, R5E, San Bernardino Meridian;
- (12) Thence, Easterly along the said South line of Section 32, S $89^{\circ} 57' 20''$ East, 651.36 feet to the Southeast corner of said Section 32;
- (13) Thence, Northerly along the East line of said Section 32, N $00^{\circ} 05' 02''$ E, 2,611.13 feet to the East quarter corner of said Section 32, as shown on the survey map filed in Book 73 of Records of Survey, at , Page 53;
- (14) Thence, continuing Northerly along the East line of said Section 32, N $00^{\circ} 04' 54''$ E, 659.08 feet, more or less, to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of said Section 32;
- (15). Thence Westerly along the North line of the South half of the Southeast quarter of the Northeast quarter of said Section 32, to the Northwest corner thereof, said Northwest corner also being a point on the East line of the West half of the Northeast quarter of said Section 32;
- (16). Thence, Northerly along the East line of the West half of the said Northeast quarter of Section 32, to the Northeast corner of the of the South half of the South half of the Northwest quarter of the Northeast quarter of said Section 32;
- (17). Thence, Westerly along the North line of the South half of the South half of the Northwest quarter of the Northeast quarter of Section 32 to a point of intersection with

the East line of the West half of the Northwest quarter of the Northeast quarter of Section 32;

(18). Thence, Northerly along the said East line of the West half of the Northwest quarter of the Northeast quarter of said Section 32 to the Southeast corner of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 32;

(19) Thence, Westerly, along the South line of the said Northwest quarter of the Northwest quarter of the Northeast quarter of said Section 32 to the Southeast corner thereof;

(20). Thence, Northerly along the West line of the said Northwest quarter of the Northwest quarter of the Northeast quarter of Section 32 to the North quarter corner of said Section 32, said point also being the South quarter corner of Section 29, T4S, R5E, San Bernardino Meridian;

(21) Thence, Westerly along the South line of Section 29 a distance of 658.29 feet, more or less, to the Southeast corner of Lot 27 of the Palm Valley Colony Lands as shown by map on file in Book 14, Page 652 of Maps, Records of San Diego County, California;

(22) Thence, Northerly along the West line of said Lot 27, a distance of 1,376.51 feet, more or less, to the Northeast corner thereof, said point also being the Southwest corner of Lot 21 of said Palm Valley Colony Lands;

(23) Thence, Easterly, along the South line of said Lot 21 to the Southwest corner of Lot 20 of said Palm Valley Colony Lands, said South line being the North boundary of LAFCO No. 2007-15-4, a Reorganization to include the "Beckley" Annexation to the City of Cathedral City, as described in the Certificate of Completion of said

Reorganization, recorded November 8, 2007, as Instrument No. 2007-0681922, in Official Records of Riverside County, California ;

(24) Thence, Northerly along the West line of said Lot 20, a distance of 646.29 feet, more or less, to the Southwest corner of Tract 10325, per map filed in Book 105, at Pages 49 and 50, inclusive, of Maps, Records of Riverside County; the following courses No. 25 through No. 56 are along the original corporate boundary of the City of Cathedral City as described in the said Certificate of Completion recorded on August 25, 1981, as Instrument No.161673 in Official Records of Riverside County;

(25) Thence, Easterly, along the South line of said Tract 10325, a distance of 331.96 feet, more or less, to the Southeast corner of said Tract 10325;

(26) Thence Northerly along the East line of said Tract 10325, a distance of 648.02 feet, more or less, to a point on the North line of said Lot 20, said North line also being the North line of the Southeast quarter of Section 29, T4S. R5E, San Bernardino Meridian;

(27) Thence, Easterly along the North line of said Lot 20, to the Northeast corner thereof, said point also being the Northwest corner of Lot 19 of said Palm Valley Colony Lands;

(28) Thence, Easterly along the North line of said Lot 19, a distance of 663.87 feet, more or less, to the Northeast corner thereof. said point also being the Northwest corner of Lot 18 of said Palm Valley Colony Lands;

(29) Thence, Southerly along the West line of said Lot 18, a distance of 1,310.01 feet, more or less, to the Southwest corner of said Lot 18, said point also being the Northwest corner of Lot 31 of said Palm Valley Colony Lands;

(30) Thence, Southerly along the West line of said Lot 31, a distance of 1,263.49 feet, more or less, to a point on the Northeasterly right of way of East Palm Canyon Drive, formerly State Highway 111, having a right of way width of 80 feet, as shown on Parcel Map 18513, filed in Parcel Map Book 108, at Pages 98 and 99, inclusive, Records of Riverside County, California;

(31) Thence, S 55° 31' 36" E, along said Northeasterly right of way line, 165.14 feet to the South line of said Lot 31;

(32) Thence, N 89° 51' 37" E, along the South lines of Lots 31 and 32 of said Palm Valley Colony Lands, a distance of 703.31 feet (Tr 28087)

(33) Thence, N 00° 05' 00" E, 1,332.60 feet to the North line of said Lot 32, as shown on the survey map filed in Book 56 of Records of Survey at Page 55, Records of said Riverside County;

(34) Thence, S 88° 25' 08" E, 494.71 feet along the North line of said Lot 32 to the Northeast corner of said Lot 32, said point being in the West line of Section 28, T4S, R5E;

(35) Thence, S 00° 05' 00" W, along said West line of Section 28, also being the East line of said Lot 32, a distance of 1,318.63 feet to the Southwest corner of said Section 28, as shown on said Record of Survey;

(36) Thence, N 89° 43' 42" E, 1,848.68 feet along the South line of said Section 28, as shown on the map of Tract 2631-1, filed in Book 80, at Pages 72 through 79, inclusive, of Maps, Records of said Riverside County;;

(37) Thence, N 00° 08' 44" E, 659.63 feet; as shown on said map of Tract 2631-1;

(38) Thence, N 89° 43' 15" E, 792.42 feet to a point on the North-South mid-section line of said Section 28, also being the centerline of Cathedral Canyon Drive; as shown on said map of Tract 2631-1;

(39) Thence, N 00° 10' 25" E, along the said mid-section line and centerline of Cathedral Canyon Drive, 242.02 feet to the Southwesterly line of the Whitewater Channel as described in Instrument No. 42485, recorded June 13, 1958, to the Coachella Valley County Water District;

(40). Thence, N 46° 33' 25" W, 1,797.23 feet to the beginning of a tangent curve, concave Southerly and having a radius of 3,000 feet, a radial of said curve through said point bears N 43° 26' 35" E, as shown on said map of Tract 2631-1;

(41) Thence, Northwesterly along said curve, through a central angle of 00° 21' 16", an arc length of 18.56 feet to a point on the West line of the Northwest quarter of the Southwest quarter of said Section 28, a radial of said curve through said point bears N 43° 05' 19" E;

(42) Thence, Northerly along the East line of the Northwest quarter of the Southwest quarter of said Section 28, N 00° 07' 31" E, 481.28 feet to the Northeast corner thereof;

(43) Thence, Northerly along the East line of the Southwest quarter of the Northwest quarter of said Section 28, N 00° 07' 43" E, 659.60 feet to the Northeast corner of the South half of said Southwest quarter of the Northwest quarter;

(44) Thence, S 89° 41' 26" West, along the North line of the South half of the said Southwest quarter of the Northwest quarter of Section 28, a distance of 1,323.23 feet to the Northwest corner thereof, being a point on the West line of said Section 28, as shown on said map of Tract 3621-1;

- (45) Thence, N 00° 05' 00" E, along the West line of said Section 28, a distance of 1,977.94 feet, more or less, to the Northwest corner of said Section 28, said point also being the Southwest corner of Section 21, T 4S, R5E, San Bernardino Meridian;
- (46) Thence, N 00° 04' 36" E, along the West line of said Section 21, a distance of 5,297.56 feet to the Northwest corner thereof, said point also being the Southeast corner of Section 17, T4S, R5E, all as shown on the survey map filed in Book 93 of Records of Survey, at Pages 17 through 23, inclusive;
- (47) Thence, Westerly, S 89° 48' 20" W, along the South line of said Section 17, a distance of 2,638.11 feet to the South quarter corner of said Section 17, as shown on said Record of Survey;
- (48) Thence, continuing Westerly along said South line, S 89° 45' W, 1,318.90 feet, to the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 17, as shown on the map of Palm Springs Country Club Estates, filed in Book 22, at Pages 40 through 44, inclusive, of Maps, Records of said Riverside County;
- (49) Thence, Northerly along the East line of said Southwest quarter of the Southwest quarter of Section 17, N 00° 12' 40" W, 1,321.37 feet, to the Northeast corner of said Southwest quarter of the Southwest quarter, as shown on said map of Palm Springs Country Club Estates;
- (50) Thence, Westerly, along the North line of said Southwest quarter of the Southwest quarter, S 89° 40' 30" W, 1,320.96 feet to a point on the West line of said Section 17;

- (51) Thence, N 00° 17' 49" W, along the West line of said Section 17, a distance of 3,962.46 feet to the Northwest corner of said Section 17, said point also being the Southwest corner of Section 8, T4S, R5E;
- (52) Thence, Northerly along the West line of said Section 8, N 00° 24' 15" W, 2,653.45 feet to the West quarter corner of said Section 8, as shown on the map filed in Book 96 of Records of Survey, at Page 43;
- (53) Thence, continuing Northerly along said West line, N 00° 23' 40" W, a distance of 2,654.00 feet to the Northwest corner of said Section 8,, said point also being the Southwest corner of Section 5, T4S, R5E;
- (54) Thence, Northerly along the West line of said Section 5, N 01° 00' E, a distance of 2,613.17 feet to the West quarter corner of said Section 5;
- (55) Thence, continuing along the west line of said Section 5, N 01° 00' 35" E, 2,600.73 feet to the Northwest corner of said Section 5, said point also being the Southwest corner of Section 32, T3S, R5E, San Bernardino Meridian;
- (56) Thence, Northerly, along the West line of said Section 32, N 00° 29' 58" E, a distance of 3,764.07 feet to a point on the Southeasterly right of way line of Interstate Highway 10, as shown on State of California freeway Right of Way map #815303;

The following courses No. 57 through No. 66 are along the boundary of LAFCO 2007-14-4&5, a Reorganization to Include an Annexation of 1,452 acres, more or less, to the City of Cathedral City, as described in the Certificate of Completion recorded on December 20, 2007, as Instrument No. 2007-0757381, in Official Records of Riverside County, California:

(57) Thence, Northwesterly, along the said Southeasterly right of way line, through portions of Sections 31 and 30, T3S, R5E, a distance of 4,764 feet, more or less, to the centerline of Palm Drive;

(58) Thence, N 29° 56' 05" E along the centerline of said Palm Drive, a distance of 704.29 feet, to the beginning of a tangent curve in said centerline, concave Westerly and having a radius of 3,000.00 feet;

(59) Thence, Northeasterly and Northerly along the centerline of Palm Drive and the arc of said curve, through a central angle of 29° 24' 09", an arc length 1,539.51 feet to a point on the North-South mid- section line of said Section 30, T3S, R5E, San Bernardino Meridian;

(60) Thence, N 00° 31' 56" E, along the said North-South mid- section line of said Section 30 and the centerline of Palm Drive, a distance of 1,359.70 feet to the South quarter corner of Section 19, T3S, R5E, said point being the intersection of the centerlines of Palm Drive and Thornton Road;

(61) Thence, N 00° 05' 59" E along the North-South mid- section line and centerline of Palm Drive, a distance of 1,017.54 feet to the intersection of the centerlines of Palm Drive and Varner Road, said Varner Road being described in the deed recorded December 23, 1921, in Book 555, Page 208, of Official Records of said Riverside County;

(62) Thence, S 75° 53' 00" East along the said centerline of Varner Road, a distance of 2,713.67 feet to a point on the East line of the Southeast quarter of said Section 19, said point also being on the West line of the Southwest quarter of Section 20, T3S, R5E, San Bernardino Meridian;

(63) Thence, continuing S 75° 53' 00" E along the centerline of Varner Road, a distance of 1,421.73 feet to a point on the South line of the said Southwest quarter of Section 20, said point also being on the North line of the Northwest quarter of Section 29, T3S, R5E, San Bernardino Meridian;

(64) Thence, N 89° 21' 20"E along the North line of the said Northwest quarter of Section 29, a distance of 1,247.15 feet to the North quarter corner of said Section 29;

(65) Thence, S 89° 40' 20" E along the North line of the Northeast quarter of said Section 29, a distance of 2,638.91 feet to the corner common to Sections 20, 21, 28 and 29, all in T3S, R5E, San Bernardino Meridian;

(66) Thence, N 89° 53' 15" E along the North line of the Northwest quarter of said Section 28, a distance of 457.64 feet to a point on the centerline of Mountain View Road;

(67) Thence, continuing N 89° 52' 30" E along the North line of said Section 28, a distance of 856.81 feet to the Northeast corner of the West half of the West half of said Section 28, this last described course being the North line of LAFCO 89-21-4, a Reorganization to include Annexation No. 5 to the City of Cathedral City, as described in the Certificate of Completion recorded on July 17, 1989, as Instrument No. 236931 in Official Records of said Riverside County;

(68) Thence, continuing along the North line of said Section 28, a distance of 3,980 feet, more or less, to the Northeast corner of said Section 28, also being the Northwest corner of Section 27, T3S, R5E, San Bernardino Meridian, this last described course being a North line of the said LAFCO 2007-14-4&5, as described in the said Certificate

of Completion recorded on December 20, 2007, as Instrument No. 2007-0757381, in Official Records of said Riverside County;;

(69) Thence, Easterly, along the North line of said Section 27, a distance of 5,278 feet, more or less, to the Northeast corner of said Section 27; this last described course and the following courses No. 70 through No. 72 are along the City of Cathedral City boundary as described in LAFCO #87-54-4, a Reorganization to Include Annexation No. 2 to the City of Cathedral City, as described in the Certificate of Completion recorded on March 3, 1988, as Instrument No. 57258, in Official Records of said Riverside County;

(70) Thence, Southerly, along the East line of said Section 27, a distance of 5,287.30 feet, more or less, to the Southeast corner of said Section 27, said point also being the Northeast corner of Section 34, T3S, R5E, San Bernardino Meridian;

(71) Thence, Southerly along the East line of said Section 34, a distance of 5,286.93 feet, more or less, to the Southeast corner of said Section 34, said point also being the Northeast corner of Section 3, T4S, R5E, San Bernardino Meridian;

(72) Thence, Southerly along the East line of said Section 3, a distance of 5,287.98 feet, more or less, to the Southeast corner of said Section 3, said point also being the Northwest corner of Section 11, T4S, R5E, San Bernardino Meridian;

(73) Thence, North 89° 17' 47" E along the North line of said Section 11, a distance of 1,526.70 feet to the centerline of Varner Road; this course and the following courses No. 74 through No. 88 are along the City boundary as described in LAFCO #2014-08-4, a Reorganization to include Annexation of land within the North City Extended Specific Plan, described in the Certificate of Completion recorded on January 15, 2015, as Instrument No. 2015-0017118, in Official Records of said Riverside County;

- (74) Thence, South $48^{\circ} 26' 58''$ E, along the said centerline of Varner Road, a distance of 5,072.87 feet to the East line of said Section 11;
- (75) Thence, S $00^{\circ} 26' 14''$ E along said East line of Section 11, a distance of 1,866.04 feet to the Southeast corner of said Section 11, said point also being the Northwest corner of Section 13, T4S, R5E, San Bernardino Meridian;
- (76) Thence, N $89^{\circ} 12' 32''$ E along the North line of said Section 13, a distance of 5,338.07 feet to the Northeast corner of said Section 13, said point also being a point on the centerline of Rio Del Sol;
- (77) Thence, S $00^{\circ} 13' 32''$ W along said centerline of Rio Del Sol and the East line of said Section 13, a distance of 3,200.96 feet to the centerline of Varner Road;
- (78) Thence, S $33^{\circ} 51' 29''$ E along said centerline of Varner Road, a distance of 345.19 feet;
- (79) Thence, at right angles, S $56^{\circ} 08' 31''$ W a distance of 64.00 feet to the Southwesterly right of way line of Varner Road, also being a point in the Easterly line of Parcel "A" of Lot Line Adjustment No. 5476, recorded May 28, 2014, as Document No. 2014-0194148, Official Records of said Riverside County'
- (80) Thence, along said Easterly lines of Parcel "A" through the following five (5) courses:
- (81) Thence, N $64^{\circ} 06' 52''$ W, a distance of 27.78 feet;
- (82) Thence, S $56^{\circ} 08' 31''$ W, a distance of 59.85 feet to the beginning of a tangent curve, concave Southeasterly having a radius of 61.00 feet;
- (83) Thence, Southwesterly along the arc of said curve through a central angle of $55^{\circ} 55' 05''$ an arc length of 59.53 feet;

- (84) Thence, S 00° 13' 26" W, a distance of 502.06 feet;
- (85) Thence, S 56° 08' 31" W, along said Easterly line and its Southerly prolongation, a distance of 563.88 feet to the centerline of Interstate Highway 10, having a half-width of 200 feet;
- (86) Thence, N 47° 43' 57" W along said centerline of Interstate Highway 10, a distance of 178.65 feet to the beginning of a non-tangent curve, concave Southwesterly having a radius of 10,000 feet, a radial line to said point bears N 42° 16' 11"E;
- (87) Thence, Northwesterly along the arc of said curve and continuing along said centerline, through a central angle of 06° 50' 10", an arc distance of 1,193.13 feet;
- (88) Thence, continuing along said centerline of Interstate Highway 10, N 54° 33' 59" W, through portions of Sections 11 and 10, a distance of 10,434.59 feet to a point on a line parallel with the West line of said Section 11, and distant Easterly 635.81 feet, measured at right angles, from said West line;
- (89) Thence, S 00° 44' 23" E, along said parallel line, a distance of 2,640.99 feet, more or less, to the South line of said Section 11; this course and the following course are along the City boundary as described in LAFCO #2008-10-4, a Reorganization to include an Annexation to the City of Cathedral City as described in the Certificate of Completion recorded February 5, 2009, as Instrument No. 2009-0055842 in Official Records of said Riverside County;
- (90) Thence, S 89° 13' 26" W, along said South line, a distance of 635.81 feet to the Southwest corner of said Section 11, said point also being the Northeast corner of Section 15, T4S, R5E, San Bernardino Meridian; this course and the following courses No. 91 through No. 101 are along the original corporate City boundary as described in

said LAFCO #80-06-4, as described in the Certificate of Completion of incorporation document recorded on Augst 25, 1981, as Instrument No. 161673, in Official Records of said Riverside County;

(91) Thence, S 00° 19' 37" E along the East line of said Section 15, also being the centerline of Da Vall Drive, a distance of 2,644.15 feet to the East quarter corner of said Section 15;

(92) Thence, continuing along the East line of said Section 15 and the centerline of Da Vall Drive, , S 00°19' 07" E, a distance of 1,321.34 feet to the East one-sixteenth (1/16 th) corner of said Section 15;

(93) Thence, continuing along the East line of said Section 15 and the centerline of Da Vall Drive, S 00° 19' 07" E, a distance of 1321.35 feet along the West line of LAFCO #2010-07-4, a Reorganization to Detach a 40 acre parcel from the City of Cathedral City and to annex said parcel to the City of Rancho Mirage, as described in the Certificate of Completion recorded September 16, 2010, as Instrument No. 2010-0444938, in Official Records of said Riverside County, which 40 acre parcel had previously been annexed to the City of Cathedral City by LAFCO #87-72-4 per Certificate of Completion recorded on March 31, 1988, as Instrument No. 85033, in Official Records;;

(94) Thence, S 00° 04' 24" E along the East line of said Section 22, also being the centerline of Da Vall Drive, a distance of 2,637.35 feet to the East quarter corner of said Section 22;

(95) Thence, continuing along the East line of said Section 22 and the centerline of Da Vall Drive,, S 00°04' 16" E, a distance of 2,637.57 feet to the Southeast corner of said Section 22;

(96) Thence, S 89°57'59" W along the South line of said Section 22, a distance of 2,648.68 feet to the South quarter corner of said Section 22, said point also being the North quarter corner of Section 27, T4S, R5E, San Bernardino Meridian;

(97) Thence, S 00° 29' 21" W, along the North-South mid section line of said Section 27, also being the centerline of Plumley Road, a distance of 2,640.08 feet;

(98) Thence, continuing along said North-South mid section line of said Section 27 and the centerline of Plumley Road, S 00° 29' 05" W, a distance of 2,640.08 feet to the South quarter corner of said Section 27, said point also being a point on the North line of Section 34, T4S, R5E, San Bernardino Meridian;

(99) Thence, N 89° 55' 41" E, along the North line of said Section 34, a distance of 2,636.46 feet to the Northeast corner of said Section 34;

(100) Thence, S 00° 36' 52" W, along the East line of said Section 34, also being the centerline of Da Vall Drive, a distance of 2,639.86 feet, to the East quarter corner of said Section 34, as shown on the map filed in Book 89 of Records of Survey, at Pages 48 through 53, inclusive;

(101) Thence, Westerly along the North line of the East half of the Southwest quarter of said Section 34, S 89° 54' 58" W, a distance of 661.23 feet, as shown on said survey map;

(102) Thence, S 00° 38' 16" W, a distance of 2,211.09 feet to a point on the Northeasterly right of way of the Whitewater Storm Channel, said point being on a non-tangent curve, concave Northeasterly and having a radius of 15,000 feet, a radial of said curve through said point bears S 34° 08' 15" W, as shown on said survey map; this course and the following course No. 103 are along the boundary of LAFCO # 87-73-4,

a Reorganization to include Annexation No. 4 to the City of Cathedral City and to detach the same area from the City of Rancho Mirage, as described in Certificate of Completion recorded March 3, 1988, as Instrument No. 57257 in Official Records of said Riverside County;

(103) Thence, Northwesterly along said curve, through a central angle of $03^{\circ} 04' 51''$ an arc length of 806.57 feet;

(104) Thence, continuing along said curve, Northwesterly, through a central angle of $02^{\circ} 35' 20''$, an arc length of 677.76 feet to a point on the North line of the South half of the South half of said Section 34; this course and the following courses No. 105 through No. 109 are along the original corporate boundary of the City of Cathedral City boundary as described in said LAFCO #80-06-4, as described in the Certificate of Completion of incorporation document recorded on August 25, 1981, as Instrument No. 161673, in Official Records of said Riverside County;

(105) Thence, N $89^{\circ} 59' 35''$ W, along said North line, 788.48 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 34;

(106) Thence, continuing along said North line, N $89^{\circ} 50' 38''$ W, a distance of 1,295.69 feet to the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 34;

(107) Thence, Southerly along the West line of the Southeast quarter of the Southwest quarter of said Section 34, S $00^{\circ} 26' 02''$ W, 1,317.13 feet to the Southwest corner thereof, said point being on the South line of said Section 34;

(108) Thence, Westerly along the South line of said Section 34, S 89° 47' 58" W, 1,288.56 feet to the Southwest corner of said Section 34, said corner also being the Southeast corner of Section 33, T4S, R5E;

(109). Thence, Westerly along the South line of said Section 33, N 88° 59' 18" W, 658.57 feet to the Northeast corner of Section 4, T5S, R5E, San Bernardino Meridian, as shown on said survey map;

(110) Thence, N 89°52' 19" W, a distance of 466.37 feet along the North line of said Section 4, to a corner of Parcel 2 of Parcel Map 24915, filed in Parcel Map Book 159, at Pages 88 through 90, inclusive, Records of said Riverside County;

The following courses No. 111 through No. 203 are within Sections 4 and 9, T5S, R5E, San Bernardino Meridian, and :follow the Southeasterly irregular boundary of said Parcel 2 of said Parcel Map 24915, the present corporate boundary of the City of Cathedral City, as described in LAFCO #89-06-4, a Reorganization to Detach 942.69 acres from the City of Cathedral City and to Annex that acreage to the City of Rancho Mirage, as described in the Certificate of Completion recorded on December 27, 1989, as Instrument No. 453105, in Official Records of said Riverside County;

(111) Thence, S 25° 14' 50" W, a distance of 220.27 feet, to the beginning of a tangent curve, concave Northwesterly and having a radius of 100.00 feet;;

(112) Thence, Southwesterly along said curve through a central angle of 54° 45' 55" an arc length of 95.58 feet;

(113) Thence, S 80° 00' 45" W, 54.29 feet , to the beginning of a tangent curve, concave Southeasterly and having a radius of 100.00 feet;;

- (114) Thence, Southerly along said curve through a central angle of $68^{\circ} 15' 02''$ an arc length of 119.12 feet;
- (115) Thence, S $11^{\circ} 45' 43''$ W, a distance of 486.22 feet, to the beginning of a tangent curve, concave Northeasterly and having a radius of 100.00 feet;;
- (116) Thence, Southeasterly along said curve through a central angle of $82^{\circ} 24' 30''$ an arc length of 143.83 feet;
- (117) Thence, S $70^{\circ} 38' 47''$ E, a distance of 166.69 feet, to the beginning of a tangent curve, concave Northerly and having a radius of 300.00 feet;;
- (118) Thence, Easterly along said curve through a central angle of $34^{\circ} 11' 14''$ an arc length of 179.00 feet;
- (119) Thence, N $75^{\circ} 09' 59''$ E, a distance of 46.69 feet, to the beginning of a tangent curve, concave Westerly and having a radius of 75.00 feet;;
- (120) Thence, Easterly, Southerly and Westerly along said curve through a central angle of $198^{\circ} 23' 04''$ an arc length of 259.68 feet
- (121) Thence, N $86^{\circ} 26' 57''$ W, a distance of 339.81 feet, to the beginning of a tangent curve, concave Northeasterly and having a radius of 230.00 feet;;
- (122) Thence, Westerly along said curve through a central angle of $48^{\circ} 01' 09''$ an arc length of 192.76 feet to the beginning of a tangent reverse curve, concave Southerly and having a radius of 100.00 feet;
- (123) Thence, Northwesterly and Southwesterly along said curve through a central angle of $87^{\circ} 05' 03''$ an arc length of 151.99 feet;;
- (124) Thence, South $54^{\circ} 29' 09''$ W, a distance of 43.34 feet to the beginning of a tangent curve, concave Easterly and having a radius of 220.00 feet;

- (125) Thence, Southerly and Southeasterly along said curve through a central angle of $123^{\circ} 35' 44''$ an arc length of 474.57 feet to the beginning of a tangent reverse curve, concave Southwesterly and having a radius of 200.00 feet;
- (126) Thence, Southeasterly along said curve through a central angle of $86^{\circ} 31' 54''$ an arc length of 302.05 feet;;
- (127) Thence, S $17^{\circ} 25' 19''$ W a distance of 346.37 feet to the beginning of a tangent curve, concave Northerly and having a radius of 75.00 feet;
- (128) Thence, Southwesterly, Westerly and Northwesterly along said curve through a central angle of $140^{\circ} 04' 42''$ an arc length of 183.36 feet;
- (129) Thence, N $22^{\circ} 29' 59''$ W a distance of 565.42 feet;
- (130) Thence, N $57^{\circ} 05' 00''$ W a distance of 125.13 feet;
- (131) Thence, N $25^{\circ} 11' 07''$ W a distance of 168.01 feet to the beginning of a tangent curve, concave Southerly and having a radius of 100.00 feet;
- (132) Thence, Northwesterly and Southwesterly along said curve through a central angle of $102^{\circ} 28' 42''$ an arc length of 178.86 feet ;
- (133) Thence, S $52^{\circ} 20' 11''$ W, a distance of 335.50 feet;
- (134) Thence, S $37^{\circ} 10' 10''$ E a distance of 44.99 feet to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet;
- (135) Thence, Southeasterly and Southwesterly along said curve through a central angle of $114^{\circ} 05' 36''$ an arc length of 199.13 feet;
- (136) Thence, S $76^{\circ} 55' 26''$ W, a distance of 127.23 feet
- (137) Thence, S $02^{\circ} 13' 11''$ E, a distance of 190.57 feet
- (138) Thence, S $18^{\circ} 36' 44''$ W, a distance of 182.89 feet

- (139) Thence, S 43° 11' 00" E, a distance of 235.52 feet;
- (140) Thence, S 16° 24' 43" W, a distance of 145.63 feet to the beginning of a tangent curve, concave Northerly and having a radius of 70.00 feet;
- (141) Thence, Southwesterly and Northwesterly along said curve through a central angle of 166° 41' 36" an arc length of 203.65 feet;
- (142) Thence, N 03° 06' 19" E, a distance of 56.73 feet to the beginning of a tangent curve concave Southerly and having a radius of 75.00 feet;
- (143) Thence, Northwesterly and Southwesterly along said curve through a central angle of 144° 35' 30" an arc length of 189.27 feet;
- (144) Thence, S 38° 30' 49" W, a distance of 109.23 feet;
- (145) Thence, N 84° 53' 20" W, a distance of 126.05 feet to the beginning of a tangent curve concave Easterly and having a radius of 60.00 feet;
- (146) Thence, Southwesterly and Southeasterly along said curve through a central angle of 190° 58' 36" an arc length of 199.99 feet;
- (147) Thence N 84° 08' 04" E a distance of 84.75 feet to the beginning of a tangent curve concave Westerly and having a radius of 75.00 feet;
- (148) Thence, Southeasterly and Southwesterly along said curve through a central angle of 204° 54' 19" an arc length of 268.22 feet;
- (149) Thence, N 70° 57' 37" W, a distance of 110.81 feet;
- (150) Thence, S 53° 23' 25" W, a distance of 100.81 feet;
- (151) Thence, S 05° 00' 00" W, a distance of 139.38 feet to the beginning of a tangent curve concave Northerly and having a radius of 90.00 feet;

- (152) Thence, Southeasterly and Northeasterly along said curve through a central angle of $144^{\circ} 40' 24''$ an arc length of 227.25 feet;
- (153) Thence, N $40^{\circ} 19' 36''$ E, a distance of 28.23 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 150.00 feet;
- (154) Thence, Northeasterly along said curve through a central angle of $58^{\circ} 02' 24''$ an arc length of 151.95 feet;
- (155) Thence, S $81^{\circ} 38' 00''$ E a distance of 240.92 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 90.00 feet;
- (156) Thence, Southeasterly along said curve through a central angle of $95^{\circ} 38' 41''$ an arc length of 150.24 feet;
- (157) Thence, S $14^{\circ} 00' 41''$ W a distance of 307.96 feet to the beginning of a tangent curve concave Northerly and having a radius of 75.00 feet;
- (158) Thence, Southwesterly and Northwesterly along said curve through a central angle of $145^{\circ} 05' 10''$ an arc length of 189.92 feet;
- (159) Thence, N $20^{\circ} 54' 09''$ W, a distance of 190.30 feet;
- (160) Thence, S $87^{\circ} 33' 39''$ W, a distance of 479.13 feet;
- (161) Thence, S $33^{\circ} 38' 35''$ W, a distance of 301.19 feet to the beginning of a tangent curve concave Northerly and having a radius of 30.00 feet;
- (162) Thence, Southwesterly and Northwesterly along said curve through a central angle of $135^{\circ} 23' 05''$ an arc length of 70.89 feet:
- (163) Thence, N $10^{\circ} 58' 20''$ W a distance of 95.00 feet to the beginning of a tangent curve concave Southerly and having a radius of 40.00 feet;

- (164) Thence, Northwesterly and Southwesterly along said curve through a central angle of $149^{\circ} 24' 11''$ an arc length of 104.30 feet;
- (165) Thence, S $19^{\circ} 37' 29''$ W, a distance of 226.15 feet;
- (166) Thence, S $71^{\circ} 15' 52''$ W, a distance of 238.67 feet;
- (167) Thence, S $50^{\circ} 00' 00''$ W, a distance of 109.91 feet to the beginning of a tangent curve concave Easterly and having a radius of 75.00 feet;
- (168) Thence, Southwesterly and Southeasterly along said curve through a central angle of $95^{\circ} 02' 00''$ an arc length of 124.40 feet;
- (169) Thence, S $45^{\circ} 02' 00''$ E a distance of 83.97 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 75.00 feet;
- (170) Thence Southeasterly, Southerly and Southwesterly along said curve through a central angle of $215^{\circ} 02' 01''$ an arc length of 281.48 feet;
- (171) Thence, N $09^{\circ} 59' 59''$ W a distance of 170.56 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 110.00 feet;
- (172) Thence, Northwesterly, Westerly and Southeasterly along said curve through a central angle of $200^{\circ} 49' 24''$ an arc length of 385.55 feet to the beginning of a tangent reverse curve concave Westerly and having a radius of 150.00 feet;
- (173) Thence, Southerly along said curve through a central angle of $51^{\circ} 58' 12''$ an arc length of 136.06 feet;
- (174) Thence, S $21^{\circ} 08' 49''$ W a distance of 243.81 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 150.00 feet;
- (175) Thence, Southeasterly along said curve through a central angle of $80^{\circ} 35' 35''$ an arc length of 210.99 feet ;

- (176) Thence, S 59° 26' 46" E a distance of 282.17 feet, to the beginning of a tangent curve concave Westerly and having a radius of 125.00 feet;
- (177) Thence, Southeasterly and Southwesterly along said curve through a central angle of 141° 36' 31" an arc length of 308.94 feet to the beginning of a tangent reverse curve concave Southeasterly and having a radius of 500.00 feet;
- (178) Thence, Southwesterly and Southerly along said curve through a central angle of 83° 48' 28" an arc length of 731.36 feet, to the beginning of a tangent reverse curve concave Westerly and having a radius of 350.00 feet;
- (179) Thence, Southerly along said curve through a central angle of 27° 42' 42" an arc length of 169.28 feet
- (180) Thence, S 26° 03' 59" W a distance of 563.57 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 150.00 feet;
- (181) Thence, Southwesterly along said curve through a central angle of 40° 52' 16" an arc length of 107.00 feet;
- (182) Thence, S 66° 56' 15" W a distance of 249.11 feet;
- (183) Thence, S 03° 34' 52" W a distance of 77.61 feet to the beginning of a tangent curve concave Northerly and having a radius of 75.00 feet;
- (184) Thence, Southerly, Southwesterly and Northwesterly along said curve through a central angle of 209° 34' 49" an arc length of 274.34 feet;
- (185) Thence, N 33° 09' 41" E, a distance of 202.90 feet;
- (186) Thence, N 53° 42' 42" E, a distance of 208.64 feet;
- (187) Thence, N 07° 03' 02" E, a distance of 276.68 feet;

- (188) Thence, N 58° 17' 32" W, a distance of 171.23 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 175.00 feet;
- (189) Thence, Northwesterly along said curve through a central angle of 73° 35' 48" an arc length of 224.79 feet;
- (190) Thence, N 15° 18' 16" E, a distance of 406.80 feet;
- (191) Thence, N 18° 03' 47" W a distance of 331.16 feet to the beginning of a tangent curve concave Southerly and having a radius of 50.00 feet;
- (192) Thence, Northwesterly and Southwesterly along said curve through a central angle of 145° 25' 30" an arc length of 126.91 feet;
- (193) Thence, S 16° 30' 43" W a distance of 255.71 feet;
- (194) Thence, S 04° 05' 02" E a distance of 190.00 feet to the beginning of a tangent curve concave Westerly and having a radius of 200.00 feet;
- (195) Thence, Southerly along said curve through a central angle of 52° 11' 00" an arc length of 182.15 feet, to the beginning of a tangent reverse curve concave Northeasterly and having a radius of 100.00 feet;;
- (196) Thence, Southerly and Southeasterly along said curve through a central angle of 148° 59' 47" an arc length of 260.05 feet, to the beginning of a tangent reverse curve concave Westerly and having a radius of 75.00 feet;
- (197) Thence, Southeasterly, Southerly and Southwesterly along said curve through a central angle of 209° 12' 25" an arc length of 273.85 feet to the beginning of a tangent reverse curve concave Southeasterly and having a radius of 100.00 feet;

(198) Thence, Southwesterly along said curve through a central angle of $82^{\circ} 44' 06''$ an arc length of 144.40 feet;

(199) Thence, S $25^{\circ} 34' 30''$ W a distance of 175.00 feet;

(200) Thence, S $38^{\circ} 59' 27''$ W a distance of 286.64 feet;

(201) Thence, S $13^{\circ} 48' 37''$ W a distance of 230.57 feet;

(202) Thence, S $76^{\circ} 56' 23''$ W a distance of 75.39 feet to a point on the West line of said Section 9, T5S, R5E, San Bernardino Meridian;

(203) Thence, N $00^{\circ} 14' 29''$ E, along said West line, a distance of 560.00 feet to the Northwest corner of said Section 9, also being the Southwest corner of Section 4, T5S, R5E, San Bernardino Meridian, being the True Point of Beginning.

The City boundary contains 22.6 square miles, more or less.

Prepared from record data by:

David R. Faessel RCE 18731



EXHIBIT A-2

Annexation Area Depiction

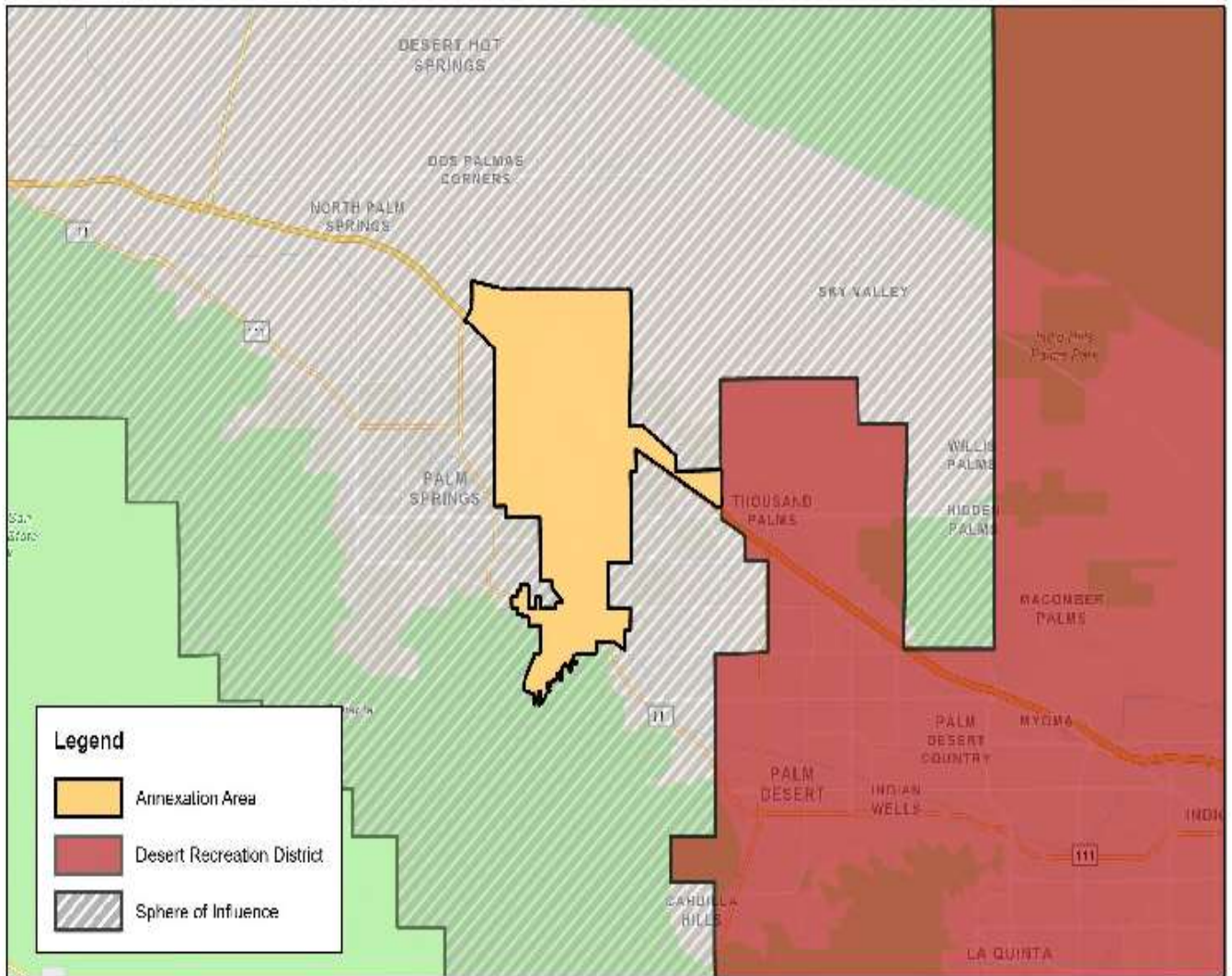


EXHIBIT 3: Annexation Area
Cathedral City Parks Annexation, City of Cathedral, Riverside County



Not to scale

Kimley-Horn

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

**EXHIBIT “B”
SCOPE OF
SERVICES**



City of Cathedral City Maintenance Operations and Recreation Services Budget

Executive Summary:

Desert Recreation District (DRD) is pleased to present this estimated budget for DRD to assume park and recreation services in Cathedral City. Per our previous discussion this budget does not include provisions for debt service on new construction. We look forward to continuing to build on the successes in our relationship by delivering services to the citizens of Cathedral City that are second to none.

DRD will assume the maintenance and operation of the City's park systems to enhance park experiences and elevate community services for the City. In this collaboration, DRD and the City of Cathedral City will work together to maintain recreational facilities, promote community engagement through a variety of programs, and prioritize safety for all in the City's parks and recreation areas. As regional leaders in the parks and recreation sector, DRD is committed to advancing this partnership and creating an enjoyable, welcoming environment for all within the City's parks and recreational facilities.

Background:

Featured in this partnership are five parks, an aquatics program, and recreational programming within the City of Cathedral City that cater to residents and visitors alike. The City has made, and continues to make, significant investments in its park amenities and recreational activities, demonstrating a commitment to enhancing activity offerings and community well-being. To complement these strategic investments, DRD's services will further improve their return by ensuring the safety and enjoyment of all park users. As challenges in park safety continue to persist, DRD is well-prepared to address these concerns effectively. By doing so, we will ensure a positive user experience and create inviting spaces for the entire community.

Objectives:

The primary objectives of this proposal are as follows:

1. **Community Engagement:** Establish community trust in the City by actively engaging residents, DRD staff, and City staff across departments as we launch services, fostering collaboration in the planning and organization of recreation programming and events.
2. **Safety:** Enhance safety by deploying the Park Attendant Program, which will monitor park conditions, aid during emergencies, and foster a secure environment.
3. **Maintenance:** Ensure high-quality maintenance of the City's parks and recreational facilities through continuous upkeep, regular inspections, and prompt repairs.

4. **Programming:** Create diverse, inclusive recreational programs and events for all ages, fostering physical activity and community connection. Regularly gather feedback to adapt offerings and ensure accessibility.

Service Overview:

Our services for the residents of Cathedral City include the development and implementation of diverse recreation programs aimed at fostering community engagement and promoting healthy lifestyles. As a Regional provider in Recreation and Community Services, highly qualified recreation staff are assigned draft to a designated service area to develop, organize, and offer the community a variety of diverse community driven programs and special events. These programs will feature a variety of activities suitable for all age groups, such as sports leagues, arts, and crafts workshops, fitness classes, and seasonal events.

Additionally, we will deploy our extraordinarily successful park attendant program at the noted parks within the City, employing trained personnel to oversee park facilities, maintain cleanliness, and provide assistance to visitors. Our attendants will ensure safety, conduct regular inspections, and facilitate community interactions, creating a welcoming atmosphere in the parks. By offering these comprehensive services, we aim to enhance the recreational experience for all residents and visitors.

Success Metrics:

To ensure the effectiveness of our services and the satisfaction of the community, we will implement several key performance indicators (KPIs) to measure our success:

1. **Community Participation Rates:** DRD will track attendance and participation levels in recreational programs and events to assess community engagement and identify popular activities.
2. **Safety Incidents:** DRD will monitor and document safety incidents within the parks to evaluate the effectiveness of our Park Attendant Program and safety protocols.
3. **Satisfaction Surveys:** DRD will conduct regular surveys among park users and program participants to gather feedback on their experiences and overall satisfaction. This data will inform us of improvements and adaptations to our services.
4. **Park Condition Assessments:** Regular inspections will be conducted by DRD to evaluate the cleanliness and maintenance of the parks. DRD aims for high scores in park condition assessments based on established criteria.
5. **Community Feedback Sessions:** DRD will hold quarterly community meetings to discuss program effectiveness and gather suggestions for improvement, ensuring that the services evolve in line with community needs.

By employing these success metrics, DRD aims to create a transparent process for continuous improvement, ensuring that our annexation of the City of Cathedral City effectively enhances recreational experience for all residents and visitors.

Budget Overview:

Attached as Exhibit A is the DRD Parks and Recreation Services Budget, which reflects the projected costs

providing comprehensive recreation services, maintaining the aquatics program, and the Park Attendant and Maintenance Program.

Exhibit B provides a detailed cost breakdown of the DRD Cathedral City Maintenance and Parks Program 12-Month Operation across the following six parks:

1. **Dennis Keat Soccer Park**
2. **Esperanza Park**
3. **Panorama Park**
4. **Ocotillo Park**
5. **Century Park**
6. **Patriot Park (Only trash can/BBQ/table maintenance. Turf and trees are maintained under separate contract with Big League Dreams.**

Desert Recreation District is excited to offer a vibrant lineup of programs designed to inspire , engage, and delight Cathedral City residents of all ages. We will offer residents the opportunity to explore nature, learn a new skill, or simply enjoy the sunshine.

Additionally, Exhibit C contains a cost breakdown for the Cathedral City Community Services 12-Month Operation, detailing the financial commitments associated with community engagement initiatives and programming.

We believe that this budget will provide clarity on our financial approach and ensure a transparent partnership with the City of Cathedral City as we work together to enhance community recreational opportunities.

Exhibit A): City of Cathedral City Park and Recreation Services Total Budget

City of Cathedral City Total Budget 12-Month Operation	
Item	Total Cost
Park Personnel: Supervising Park Attendant, Park Attendant I/II, Maintenance Worker	\$754,946.12
Landscape Maintenance of 5 parks- <ul style="list-style-type: none">Pricing is based on the current Landscape Maintenance contract.	\$449,553.50
Park Costs (Materials & Supplies, Repair & Maintenance, Minor Equip, Uniforms, Leased Vehicles)	\$248,092.80
Recreation & Community Services Material & Supplies Operating Costs for Citywide Programs (inclusive on-going classes/activity/ leagues/ programs and one day specialty events) Seasonal Special Events activated at City Parks	\$26,785.00
Community Services Supervisor/ PT Programming Staff: Activation of City Parks, Library, Monthly Special Events	\$197,710.68
City of Cathedral City/DRD/PSUSD Agreement Aquatics Programming (Facility Rental from PSUSD)	\$60,417.00
City of Cathedral City/DRD/PSUSD Agreement/Summer Aquatics Programming	\$61,080.78
Grand Total	\$1,798,585.88

A): Cost Breakdown Cathedral City Maintenance & Parks Program 12-Month Operation

Cathedral City Maintenance & Parks Program 12-Month Operation			
Park Attendant Personnel			
FT SR. Maintenance Worker (2) - Salary/Benefit load		\$177,176.04	
FT Supervising Park Attendant (1) - Salary/Benefit load		\$111,805.60	
FT Park Attendant II (2) - Salary/Benefit load		\$183,508.40	
FT Park Attendant I (2) - Salary/Benefit load		\$174,659.80	
PT Park Attendant (2) - Salary/Benefit load		\$107,796.28	
Total Park Personnel		\$754,946.12	
Park Landscape Maintenance			
Park Name	Maintenance Cost Per Month	Annual Tree Pruning	Total Park Cost
Dennis Keat Soccer Park	\$8,415.00	\$13,007.50	\$113,987.50
Esperanza Park	\$6,490.00	\$10,780.00	\$88,660.00
Panorama Park	\$7,645.00	\$11,385.00	\$103,125.00
Ocotillo Park	\$4,840.00	\$15,180.00	\$73,260.00
Century Park	\$4,928.00	\$11.385.00	\$70,521.00
Total Park Landscape Maintenance			\$449,553.50
Park Maintenance and Operation Costs			
Communications		\$2,663.00	
Minor Equipment		\$5,175.00	
Leased Vehicles		\$15,870.00	
Fuel		\$9,150.00	
Uniforms		\$2,172.00	
Repair & Maintenance		\$5,942.00	
Materials/Supplies		\$17,080.00	
Equipment Rentals		\$1,150.00	
Utilities		\$53,360.00	
General Services: (landscaping, waste management, pest control)		\$94,182.00	
20% Contingency for major maintenance/replacement for future park		\$41,348.80	
Total Maintenance and Park Operation Costs		\$248,092.80	
Total Parks Program 12-Month Operation Cost		\$1,452,592.42	

B): Cost Breakdown Cathedral City Community Services 12-Month Operation

Cathedral City Community Services 12-Month Operation 7/1/25-6/30/25	
Program Operating Expenses	
Materials and Supplies	\$12,700.00
Uniforms	\$1,075.00
General Services (inclusive of Marketing – i.e., Peach Jar)	\$3250.00
Equipment Rental	\$2500.00
Fleet Vehicles- Fuel Trip Transportation	\$800.00
Special Fees – Licensing Fees Movies in the Park/Active Fees	\$4,360.00
Office Supplies	\$100.00
Communications – Cell phone/District computer/Annual Cost	\$2000.00
Community Based Programming will begin 7/1/25 with a strong Summer Kickoff Festival. On-going Fitness classes such as Yoga in the Park, Mat Pilates; Zumba; Walking Clubs Activity/ leagues/ programs and One day specialty classes. Sample Activities/Events/ Programs 12-month Themed Special Events activated at City Parks i.e., Halloween Carnivals, Movies in the Park Thanksgiving Turkey Egg Hunts Food Distribution Programs Veterans Programs Art Classes Ballet Folklorico K9 Programs- Smart dog training/CPR for Dog Owners	Sample Programming Associated with Operating Costs
Youth Specialty Programs Seasonal Camps for School Aged Children/ Leadership In Training for Youth Multi- Sport Camps for Kids & Youth- A Mix of soccer, basketball, and flag football Youth Soccer Leagues Intro to Skateboarding T-Ball & Baseball Intro to Desert Tumble /Gymnastics Pickleball – Introduction to Youth to Competitive levels Tennis- Peewee tennis to Competitive Levels Adaptive Recreation and Therapeutic Programs	
Total Program Operating Expense	\$26,785.00
Aquatics Programming (Facility Rental from PSUSD)	\$60,417.00
City of Cathedral City/DRD/PSUSD Agreement/Summer Aquatic Programming	\$61,080.78
Total Recreation/ Community Services & Personnel	
FT Community Services Supervisor - Salary/Benefit load	\$118,310.87
PT Recreation & Community Program Staff	\$79,399.80

Total Community Services 12-Month Operation Cost	\$345,993.45
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***Budget augmented by any earned revenue**

Desert Recreation Landscape and Maintenance Service Standards

GENERAL BACKGROUND:

The District will maintain a comprehensive system of public parks for the City of Cathedral City.

CONTRACTOR HOURS OF OPERATION:

- A. The District shall have a representative available to meet with City personnel during the normal District working hours. The normal District working hours are 7:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted.
- B. The District's Contractor shall commence daily work following the applicable ordinances of the city.

EMERGENCY NUMBERS:

The District/Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the District with a list of all emergency telephone numbers where he can be contacted after normal working hours, on weekends and holidays. This will not be an answering machine. Emergency calls shall be considered as part of the maintenance and shall not be considered as extra work. Response time to any site shall not be more than 90 minutes.

MONTHLY MAINTENANCE REPORT:

A monthly maintenance report shall be submitted with the monthly billing for each site in the contract. The Contractor will submit to the District to provide, as a condition for payment, the following information on the Monthly Maintenance Report:

- A. Current Irrigation Schedule.
- B. Fertilizer Information.
- C. Completed pruning as requested in the following schedule of services. The date(s) of pruning will be included.
- D. Status of additional service requests that have been authorized by the District.
- E. Location of maintenance work by site name, street address (or an approved set of identifying landmarks.)
- F. Any other work as addressed by the following schedule of services.
- G. Report of all materials repaired or replaced as a result of vandalism (such as sprinkler heads, spaghetti lines, etc.).
- H. All spray reports and records that are required by the Department of Agriculture.

- I. Report/estimate on debris removal. Broken down by routine trash and recyclable material, where recycling containers are installed.

MATERIALS:

- A. Contractor will submit to the District designated representative, a list of the materials that the Contractor proposes to use for the work. The list shall include the MSDS sheet and product label, recommended usage and any other pertinent data by the manufacturer of the material. Said list shall be submitted to, and approved by, District designated representative prior to any use of any product.
- B. The following shall apply to the materials indicated:
 1. Water shall be provided by District at each site.
 2. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep turf, trees, shrubs and other plants in a healthy and vigorous growing condition.
 3. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis and brought to each job site in the manufacturer's original container.
 4. Tree stakes, ties and guy wires shall be of materials matching those on existing work site, or as specified by the District designated representative.
 5. Replacement trees, shrubs, ground cover and other plants shall be of a size and condition and variety specified by the District designated representative.
 6. Turf seed for reseeding shall be perennial rye obtained from a local vendor and applied at a rate of 400-450#/acre. The District designated representative will approve the variety of perennial rye seed to be used.
 7. Irrigation replacement parts shall be of the highest quality, name brand and approved by the District designated representative.

VANDALISM:

Replacement of vandalized materials will be the responsibility of the District's Contractor up to the amount of \$750.00 per individual item. Extra work pertaining to individual items that exceed \$750.00 in value must be approved by the District designated representative prior to beginning work. For the purposes of this requirement, "individual items" will mean the quantity of one of any item. Vandalism to multiple items of similar construction, manufacture, use, etc. will not be considered an individual item.

MAINTENANCE AND CARE STANDARDS:

The following information highlights the minimum standards the District expects to be upheld for the following seven (7) areas.

1. Turf Maintenance Standards
2. Tree, Shrub, Groundcover and Bed Maintenance Standards

3. Irrigation Services Standards
4. Hardscape Maintenance Standards
5. Nutrient Care Standards
6. Over-seeding Standards
7. Other Services

The District's Contractor shall expand and tailor this list as necessary to comply with both intent and requirement of a complete, regularly scheduled service (and as agreed upon with District) for maintaining the health and appearance of the District's landscape and plantings. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of the agreement.

1. Turf Maintenance Standards:

Turf requires a regular schedule of care to meet the following quality standards:

Good color - uniformly green color with occasional small discolored spots (yellow/brown) noticeable from a distance.

Height - uniform height in entire area. Bermuda Grass height shall be kept at $\frac{3}{4}$ " height. Grass height shall be kept at 1" in sport turf areas.

Density - turf will appear extremely dense from a distance and closer inspection will reveal density but able to identify the soil surface with minimal difficulty.

Texture – from a distance texture is quite consistent as characterized by lawns comprised solely of grass blades. Slight or patchy variations in grass blade texture may be evident. Close inspection may reveal occasional, broadleaf weeds.

Edging – Designated turf boundaries are obvious and sharply defined throughout the park.

Utility – Entire turf area is capable of supporting all reasonable turf activities. There are no areas unsuitable for use due to uneven surfaces, soggy areas, rutted areas, etc.

Routine maintenance and service shall include, at a minimum:

Aeration:

- a) Performed twice a year in the months of March and October.
- b) All sprinkler heads, quick couplers and other hard to see features within the turf area shall be flagged or staked prior to aeration.
- c) A coring tine (plugger) shall be used.
- d) Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.
- e) Tines shall penetrate at least 4" deep. Plug removal is not necessary.

Mowing:

- a) Only sharp, well-balanced blades shall be used. Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- b) Tufts of grass/weeds in areas that cannot be reached with a mower shall be cut using a monofilament line trimmer (weed-eater) or clipped by hand.
- c) All excessive mowed clippings shall be removed from the job site prior to the crew leaving the job site. The use of bagging attachments is recommended but not required.
- d) Inspect turf areas and remove all litter, rocks and debris prior to mowing.
- e) Never allow grass clippings to hamper proper growth of living turf.
- f) Care is to be taken at all times when operating around fixtures to prevent damage to them.

Turf Edging:

- a) Special consideration will be given to the safety of pedestrians in the area while edging.
- b) Edging and trimming is to be performed at least every other mowing for a minimum of two times per month.
- c) Turf will be kept neatly edged along curbs, walks, valve boxes, other utility structures, bed edges and tree wells.
- d) All hard edges shall be mechanically edged once per month during the growing season.
- e) Turf and mow strips that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.
- f) Edges against fences and walls shall be sprayed, maintaining a 6" vegetation-free band.
- g) Sport field edging along warning tracks and perimeter infield areas will occur prior to the advent of a sport season or a minimum of once a year, whichever is determined by the District designated representative.

Blowing/Raking:

- a) All hardscape areas shall be blown/raked or swept free of clippings after every mowing and edging.
- b) Surfaces shall be blown free of leaf litter and other debris on an as-needed basis.
- c) Contractor is not to blow debris onto other property. All debris is to be collected and disposed of properly.

Tree Wells:

- a) Tree wells in turf areas shall be maintained free of turf and weeds at all times.
- b) A 6"-12" diameter round well shall be maintained to encompass the tree trunk and 4"-6" to encompass the tree stakes.

Annual Scalp and Overseed:

- a) Turf seed for reseeding shall be perennial rye obtained from a local vendor and applied at a rate of 400-450#/acre. The District designated representative will approve the variety of perennial rye seed to be used.
- b) CVAG smart scalping method will be used and all materials recycled at an authorized center for waste credits.
- c) Turfgrass will be thinned and scaped to ½" height of Bermuda grass.
- d) Topdressing of sand or mulch will be applied as needed or on slopes to protect the seed.
- e) Fertilizer application of a starter fertilizer at recommended rates will be applied after the second mowing.
- f) Re-seeding or spot seeding will be done as needed to have equal coverage and will be the responsibility of the Contractor.
- g) Aerification or de-thatching will need to be completed one month prior to overseed to prepare turfgrass for scalping.

2. Tree, Shrub and Groundcover Maintenance Standards:

Trees, shrubs and groundcover require a regular schedule of care to meet the following quality standards:

Attractiveness – trees should display some semblance of the form common to the species. Some allowance will be made for natural "character," but grossly misshapen trees are not acceptable. There should be no stubs, dead areas, or other unsightly distractions. Stumps should not be visible. They should be removed to at least 12" below ground in open turf areas and to no less than 3" below ground in non-turf areas.

Attractiveness – shrubs and groundcover will not have inappropriate bare areas. Bare ground may be seen in close view, but the planting presents an overall dense appearance.

Distribution of Flowers - Flowering ground covers/shrubs shall display good distribution of flowers (during in-season) across entire planting.

Pest/Disease - No evidence of pests or disease from normal viewing distances. Close inspection reveals minor sign of pests/disease.

Conformity - Plants conform to height consistent with species and intended function.

The District's Contractor shall maintain the sites in a healthy, well-shaped growing environment. Listed are additional maintenance services that the Contractor shall be required to perform and should be included in the base bid. The Contractor shall submit proof that an ISA certified arborist is on staff to make certain that all acceptable procedures are being performed in an acceptable standard set by the International Association of Arboriculture.

Shrubs:

- a) Pruned in a manner to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Shearing and/or shaping is not acceptable.

- b) Growth that obstructs buildings, walkways or vehicular traffic shall be pruned. Shrubs shall be pruned, not sheared. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.
- c) Pruning is to occur at the proper time of year to encourage maximum flower production.
- d) Dead or damaged portions of plants shall be removed.
- e) Debris and trimmings are to be removed from the site prior to the crew leaving the job site. All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the District.
- f) The District's Contractor shall monitor shrubs for signs of disease and insect infestations.

Trees:

- a) NO TOPPING or LION-TAILING OF TREES ALLOWED.
- b) ISA pruning standards shall be used.
- c) Trees shall be pruned by properly selecting and developing permanent scaffold branches that are smaller in diameter than the trunk or branch on which they are growing.
- d) Branches shall be properly spaced to illustrate the true, natural form of the tree.
- e) Eliminate branches that are overlaying other branches, diseased or damaged growth, narrow V-shaped branches that are weak and may eventually be sources for disease to collect, break or rot.
- f) Thin out crowns of trees that become too heavy, which are susceptible to wind and storm damage.
- g) Prune to maintain natural appearance and proper space limitation.
- h) Avoid any over-pruning that will stimulate sucker growth.
- i) Any coniferous trees that lose their terminal leader through wind damage, etc. shall be trained and pruned to start a terminal leader. Under no circumstances shall any of the coniferous evergreen trees be topped or pruned in unnatural shapes.
- j) Broad leaf evergreen trees may be pruned and thinned during any months **except** for June, July, August and September, while deciduous trees shall only be pruned during the months of November through February, unless for vandalism, wind damage or disease.
- k) All cuts shall be made with a clean, even cut near the nearest bud or other branch. Any and all improper cuts will be redone to the satisfaction of the District. On large limbs, initial cuts shall be made outwards from final cut to avoid excessive weight and bark tearing. All final cuts must have a clean, even finish.
- l) All trees shall be inspected by the District's Contractor periodically (especially after hard wind and or/rain storm) to determine if any damage has been done to trunks by mowing machines, cars, wind vandalism, etc. Repair all damaged areas immediately to minimize damage to the bark, trunk or scaffold. All broken branches shall be properly pruned immediately. All trees leaning due

to wind, rain, vandalism, etc. shall be monitored and replaced if they become a hazard.

- m) Trim all “suckers” and water shoots.
- n) Debris and trimmings are to be removed from the site prior to the crew leaving the job site. All pruning debris is the responsibility of the District’s Contractor. No debris may be disposed of on-site without the expressed permission of the District.

Tree Staking: Trees that cannot stand on their own or are placed in very windy areas, may require stakes to provide the necessary support. Newly planted trees or trees in open areas may require staking. Without the support of a stake, damage to the root ball and to the fine absorbing roots of the tree may occur.

- a) Drive two (2), 10’ to 12’ lodge pole pine stakes into firm, solid ground just outside the root ball.
- b) Stakes are to be located parallel to a curb/sidewalk/hardscape area or perpendicular to prevailing winds.
- c) Utilize two (2), 16” rubber cinch ties, fastening them to the trunk of the tree in a figure-eight manner. Make sure ties are loose enough to allow some natural movement caused by wind.
- d) Never use wire, string or plastic nursery take to tie the stake to the tree.
- e) Tree stakes are to be checked and after the tree is established the stakes and ties are to be removed.

Groundcover:

- a) The District’s Contractor shall ensure that ground cover areas receive weeding, fertilization, trimming behind curbsways and watering.
- b) All ground covers shall be kept trimmed or removed away from water basins or drip line areas of individual trees and shrubs, as well as the interior of cluster plantings and/or shrubs.
- c) Open ground between plants shall be kept weed-free and soil surfaces shall be raked smooth and weeded regularly.
- d) Vines shall be trimmed neatly against supporting structures and kept within bounds.
- e) Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- f) Sign faces and windows shall be kept clear of encroaching growth.

3. Irrigation Services

General: The District’s Contractor shall provide expertise and all labor to irrigate all areas as required to actively pursue water conservation within the maintenance program. Contractor shall inspect and monitor the irrigation system to insure that watering times are properly set, using the least amount of water necessary throughout the year.

The District's Contractor will ensure proper irrigation maintenance and timing to provide a healthy, growing turf and plant material. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Overwatering to cover dry spots will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable sites. Adjustments to the irrigation schedule may be changed at the direction of the DISTRICT during drought conditions.

- a) **Initial System Check:** The system shall be thoroughly evaluated at the time that the District's Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the District. The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs, if approved, shall be at the District's expense.
- b) **General Repairs:** The District's Contractor shall, at no additional cost to the District, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-7-365 basis.
- c) **Individual Item Repairs:** The District's Contractor shall present "individual item" (see #7) repairs and maintenance requirements to the District immediately. Invoices presented without the proper authorization by the District designated representative will not be accepted or paid.
- d) **Irrigation System Standards:** The District's Contractor shall have full responsibility to ensure irrigation system standards are met at each site. Contractor's laborers shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full-time basis.
 - i. Sprinkler heads are in good, operational order; filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally), sprinkler head exchanges and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore. The District's Contractor is required to repair these three items immediately upon discovery or within 24 hours of notification by the District designated representative.
 - ii. All electrically-operated valves shall close completely at the conclusion of the station-watering program. As part of the base bid, valves shall be cleaned and replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris and silt to a depth of 2" below the bottom of the valve. All valve box lids shall be in place and locking bolts secure at all times (if any). Where valves are missing, pea gravel and a union shall be installed as part of any work repair that may necessitate removal of the valve body.

- iii. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.
- iv. If Automatic controllers are used, the controllers and electrical conductors shall be kept operational year-round. Automatic controllers will be inspected periodically by the District to assure systems programming is operational. The District's Contractor shall notify the District designated representative of any controller that does not perform to the manufacturer's specifications. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair, or be beyond repair, the Contractor shall obtain authorization from the District designated representative to replace it. The Contractor shall ensure sufficient watering occurs during the repair of the malfunctioning controller and this will not be considered extra work. Controllers which, upon visual inspection, show a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.
- v. It shall be the responsibility of the District's Contractor to make any and all irrigation system repairs, including vandalism, within two (2) days of knowledge of the problem (unless directed otherwise in this document.) If repairs cannot be accomplished within the designated time period, the Contractor shall notify the District designated representative immediately of the conditions and supply the estimated time for the repairs to be completed. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until the repairs are completed. Vandalism repairs as outlined in #7 shall not be considered extra work.
- vi. Seasonal programming of controllers shall be performed by the District's Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant material. All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall give notice of area covered. The Contractor may re-label stations. A complete written schedule of watering for all controllers will be provided to the District designated representative on a monthly basis.
- vii. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.

- viii. Time and length of watering shall be adjusted to the seasonal requirements, prevailing weather as well as to the time of day that has the least amount of wind. The District prefers watering time to be from 9:00 PM to 6:00 AM whenever possible. Watering times may be changed by District to accommodate an activity, holiday or special event schedule. In these cases, watering shall be done to maintain moisture content that still allows active and passive site use.
- ix. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs and other property that may be damaged by water.
- x. Plant materials exhibiting signs of wilting due to lack of water shall result in withholding of monthly payment until the problem is corrected.
- xi. The District's Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- xii. There will be no additional costs for replacing vandalized irrigation heads unless the total amount of vandalized irrigation heads exceeds \$500.00 per the vandalism event.

4. Hardscape Maintenance Standards

Attractiveness - Free of weeds, graffiti and debris

Usable - Free of obstructing debris and displaced hardscape should not have unintended differentials greater than one-half inch in height. Hardscape should be free of severe cracking and/or unintended separations greater than one-half inch wide.

5. Nutrient Care Standards

General – All of the grounds within the District's Scope of work require the addition of complete nutrients to promote good growth. Homogenized fertilizers containing nitrogen, phosphate, potassium and sulfur are usually sufficient. The District may undertake, through a separate contractor, a soils analysis test to evaluate the condition of the grounds at any time through the duration of this contract. The following minimum specifications have been prepared to identify the timing and type of plant feeding to occur.

- a) Ground cover areas – three applications per year.
 - 1. March: application of a complete fertilizer (16-16-16) at a minimum rate of six (6) pounds per 1,000 sq ft.
 - 2. May and September: application of slow or controlled release nitrogen, 38% guaranteed nitrogen in a resin coated prell derived from urea. Minimum application rate of five (5) pounds per 1,000 sq ft. Contractor shall apply these slow or controlled release fertilizers or receive approval for a substitute fertilizer along with the application schedule from the District designated representative 30 days prior to applying the fertilizer.
 - 3. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (CAUTION: The Contractor shall prevent over-watering resulting in water runoff to adjacent properties.) For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the District's Contractor shall replace any damaged plants at his expense. For certain areas within the District's Scope of work, the District designated representative may require a substitute fertilizer to combat specific soil conditions.
- b) Lawns/Turf Areas – Fertilizer applications should be based upon soil tests and a recommendation from the lab. The District's Contractor shall supply the District designated representative with the manufacturer's analysis from the fertilizer container for each formulation of fertilizer used. District shall be notified 30-days prior to any application of fertilizer.

6. Other Services

- a. Trash and Debris Removal/Cleanup: It shall be the District Contractor's responsibility to maintain all sites in a condition acceptable to the District. During routine maintenance visits the Contractor is responsible for removing trash and debris from the property. Curbs, sidewalks, parking lots, sport courts, playground surfacing, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results.

- b. Reporting Unsafe Conditions: The District's Contractor shall establish and maintain an effective communication system with the District. During routine maintenance visits the Contractor is responsible for reporting any unsafe or hazardous conditions.

7. Replacements and Extra Work:

Replacement General: The following items listed will clarify other site maintenance and material requirements that may not be included elsewhere in this document.

- 1) Typical replacement costs to be assumed by Contractor.
- 2) Any and all plant material that dies or is damaged due to District's Contractor's negligence shall be replaced at the District's Contractor's expense, equal in plant size and conforming to these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant &/or tree is brought to the attention of the Contractor.
- 3) Top dressing material such as decorative bark for planter and formal landscaped areas.
- 4) Tree and shrub water basins, including organic mulching spread to the drip lines of the vegetation.
- 5) Irrigation, refer to Section C.

Extra Work General: From time to time, the District designated representative may make very specific requests for work from the Contractor. Because these requests may originate from concerns of District officials or patrons, the Contractor must understand that time is of the essence for completion whether the work is part of the regular maintenance or extra work in nature.

Extra work could include:

- a) Irrigation Augmentations – before any changes are made to existing irrigation systems, the District's Contractor must provide engineering design figures to the District designated representative to justify pipe and valve sizes. The District designated representative may also require manufacturer's specifications on equipment to be used.
 - i. Maintenance and repair of paved areas, driveways, walks and/or trails.
 - ii. New planting and other special services or repairs.

- iii. Fence repair or replacement.
- iv. Other areas not yet identified.

Billing for Extra Work: Extra work that has been approved by the District designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, include the name and address of the site. The invoice shall list the materials used with their unit price and total cost; the amount of time to complete the job; and the cost of labor as recorded in the Price Sheet for Extra Work Categories in the contract.

Maintenance and Cleaning Tasks			
TASKS	DAILY	AS NEEDED	ANNUALLY
RESTROOM DUTIES			
SINK -SPRAY/WIPE/SCRUB	X		
URINAL -SPRAY/WIPE/SCRUB	X		
TOILET -SPRAY/WIPE/SCRUB	X		
SOAP DISPENSER - FILL		X	
PAPER TOWELS - FILL		X	
SEAT COVERS - FILL		X	
SWEEP AND MOP OR WASH FLOOR	X		
DRINKING FOUNTAIN -SPRAY/WIPE	X		
CHECKING LIGHTING -BULBS/COVERS		X	
BLOW AROUND BUILDING - BLOWER	X		
MONITOR SUPPLIES -T.P/CHEM/P.T/GLOVES	X		
EMPTY TRASH CANS	X		
PARK DUTIES			
PICK UP TRASH-BUCKET GRABBER	X		
BASKETBALL COURT-BLOW/WASH		X	
TENNIS COURT-BLOW/WASH		X	
BENCHES -PRESSURE WASH/GRAFFITI		X	
TABLES-PRESSURE WASH/GRAFFITI		X	
PAVILLION-PRESSURE WASH/GRAFFITI	X	X	
BLEACHER-PRESURE WASH/GRAFFITI		X	
DUG OUTS-BLOW/PRESSURE WASH		X	
GARBAGE CONTAINERS-CHANGE/P.W.	X		
BBQ GRILLS-WIRE BRUSH/BRIQUETTES	X		
BLOW CONCRETE AREA-BLOWER	X		
WATER FEATURES-CHECK/CLEAN AREA	X		
PLAYGROUND/WORK-OUT EQUIP: INSPECTIONS/DUTIES			
PLAYGROUND SURFACE-BLOW/WASH	X		
PLAYGROUND EQUIPMENT-SCRUB/PW		X	
BROKEN EQUIP/LOOSE BOLTS/MISSING CAPS-INSP	X		
CRACKS IN PLASTIC-INSP	X		
LOOSE ANCHORING-INSP	X		
PROBLEMS WITH SURFACING-INSP	X		
USER MODIFICATION (I.E. ROPE TIED)-INSP	X		
VANDALISM-INSP	X		
RUSTED/CORRODED METALS-INSP	X		
ROT OR WOOD SPLITTING-INSP	X		
BLOW CONCRETE AREA-BLOWER	X		
WATER FEATURES-CHECK/CLEAN AREA	X		
LANDSCAPE MAINTENANCE			
MOW, WEDEAT	WEEKLY		
EDGE	WEEKLY		
FERTILIZE		X	
AERATION			4X
SMART- SCALP			X
OVERSEED			X
GENERAL MAINTANANCE			
REMOVE WEEDS	WEEKLY		
SPRAY WEEDS		X	
PRUNE SHRUBS	WEEKLY		
SAFETY-PRUNE TREES		X	
RAKE DG	WEEKLY		
BLOW ALL HARDSCAPE	X		
DEBRIS PICK - UP	X		
TRASH CANS	WEEKLY		
WEED ABATEMENT		X	
SPORTS LIGHTNING- RELAMPING/RETROFIT			X
IRRIGATION			
IRRIGATION CHECK	WEEKLY		
REPLACE SPRAY HEAD		X	
REPLACE ROTOR		X	
IRRIGATION REPAIRS		X	
TREES / 1X			1 X
PALM TREES - SUMMER			1 X
FALL - CERTAIN TREES			1 X
SPRING - CERTAIN TREES			1 X

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

EXHIBIT “B.1”

“Internal” Services to
be Performed by
DISTRICT

Park amenities that will be maintained by DRD	
PARK NAME	PARK AMENITIES
Century Park 69908 Century Park Drive Cathedral City, CA 92234	1 Playground (all-ages) Baseball Field Basketball Court Tennis/Pickleball Court Bleachers Sitting Benches Picnic Tables BBQ Stands Bike Racks Trash/Recycling Receptables Drinking Fountains Dog Waste Stations Parking Lot (free) Restrooms Shade Structures
Ocotillo Park 33300 Moreno Road Cathedral City, CA 92234	1 Playground (all-ages) Fitness Equipment Baseball Field Dugout / Bleachers Soccer Field Basketball Courts Skateboard Park Splash Pad Picnic Tables Benches BBQ Stands Bike Racks Trash/Recycling Receptables Drinking Fountains Dog Waste Stations Parking Lot (free) All Park and Field Lights

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

	Restrooms Shade Structures Concession Stand Sidewalk walking path Flagpole Trash Enclosure
Dennis Keat Soccer Park 69400 30th Avenue Cathedral City, CA 92234	Soccer Field Fitness Equipment Picnic Tables Benches Bike Racks Parking Lot (free) All Park and Field Lights Restrooms Shade Structures Dog Waste Stations Concession Stand Sidewalk walking path Drinking Fountains Trash Enclosure Perimeter fence
Panorama Park 28905 Avenida Maravilla Cathedral City, CA 92234	2 Playgrounds (2-5 yr old and 5–12-year-old) Baseball Field Dugout / Bleachers Basketball Court Volleyball Court Tennis Courts Splash Pad Dog Park 2 sections large/small Picnic Tables Benches BBQ Stands Bike Racks Parking Lot (free) All Park Lights Restrooms Shade Structures Dog Waste Stations Sidewalk walking path Drinking Fountains Concession Stand

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

Esperanza Park 30610 San Diego Dr. Cathedral City CA, 92234	2 Playgrounds (2-5 yr old and 5–12-year-old) Dog Park 2 sections large/small Fitness Equipment 1.5 Basketball Courts Futsal Field 2 Soccer Fields (practice size not regulation) Picnic Tables Benches BBQ Stands All Park Lights Restrooms Shade Structures Dog Waste Stations Bike Racks Drinking Fountains Parking Lot (free) Sidewalk walking path Flagpole CV Link Connectors
Patriot Park 33998 Date Palm Dr. Cathedral City, CA 92234	<i>*Turf and trees are maintained by Big League Dreams.</i> <i>*No restrooms</i> <i>*Storage building with flag mural maintained by City.</i> <i>*Perimeter landscaping (desert landscaping and palm trees) along Date Palm and Dinah Shore maintained by City.</i> BBQ Stands Trash/Recycling Receptables Shade Structures Picnic Tables

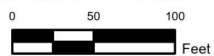
CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



Desert Recreation District Maintenance Responsibility

* All areas outside the Desert Recreation District's maintenance responsibility zones will be assigned to the City.



CENTURY PARK
69900 CENTURY PARK DR
CATHEDRAL CITY CA, 92234



Printed: 1/8/2025

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CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



DRD Desert Recreation District Maintenance Responsibility

* All areas outside the Desert Recreation District's maintenance responsibility zones will be assigned to the City.



DENNIS KEAT SOCCER PARK

69400 30TH AVE
CATHEDRAL CITY CA, 92234



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CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



Desert Recreation District Maintenance Responsibility

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ESPERANZA PARK
30610 SAN DIEGO DR
CATHEDRAL CITY CA, 92234



Cathedral City

Printed: 1/8/2025

Path: G:\Project Maps\PublicWorks\DRD_Park_Maintenance\DRD_Park_Maintenance.aprx

CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



Desert Recreation District Maintenance Responsibility

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OCOTILLO PARK
33300 MORENO RD
CATHEDRAL CITY CA, 92234



Cathedral City

Printed: 1/8/2025

Path: G:\Project Maps\PublicWorks\DRD_Park_Maintenance\DRD_Park_Maintenance.aprx

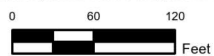
CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



Desert Recreation District Maintenance Responsibility

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PANORAMA PARK
28905 AVENIDA MARAVILLA
CATHEDRAL CITY CA, 92234



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CITY OF CATHEDRAL CITY

DESERT RECREATION DISTRICT MAINTENANCE RESPONSIBILITY ZONES



Desert Recreation District Maintenance Responsibility

* All turf and tree maintenance is provided under contract with Big League Dreams.

* DRD will be responsible for trash removal, barbeque maintenance, and cleaning tables under the two gazebos.



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PATRIOT PARK
33998 DATE PALM DR
CATHEDRAL CITY CA, 92234



Printed: 2/3/2025

**AGREEMENT NO. 24-11-003-CC
BETWEEN THE CITY OF
CATHEDRAL CITY AND
THE DESERT RECREATION DISTRICT
FOR PARK AND RECREATIONAL SERVICES**

**EXHIBIT “C”
LIST OF PARKS**

Century Park
69908 Century Park Drive
Cathedral City, CA 92234

Ocotillo Park
33330 Moreno Road
Cathedral City, CA 92234

Dennis Keat Soccer Park
69400 30th Avenue
Cathedral City, CA 92234

Panorama Park
28905 Avenida Maravilla
Cathedral City, CA 92234

Esperanza Park
30610 San Diego Drive
Cathedral City, CA 92234

Patriot Park
33998 Date Palm Drive
Cathedral City, CA 92234