J. Professional Consulting Services Agreement with TAMJAC LLC. for Community Development Grant Support Services.

Recommendation: To approve an agreement with TAMJAC LLC. in the amount not-to-exceed $35,000 for the administration of the City's Community Development Block Grant (CDBG) Program, including the administration of the fiscal year (FY) 2024-2025 CDBG Annual Action Plan (AAP) and the preparation of the City's FY 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER) and the FY 2025-2026 AAP necessary to maintain compliance with the program; and authorize the City Manager to execute the agreement.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY
AND
TAMJAC LLC.

This Agreement for Professional Consulting Services ("Agreement") is entered into as of July 24, 2024, ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and **TAMJAC LLC.**, a consulting firm located in Harlingen, Texas, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by informal request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Consultant was selected by the City on the basis of Consultant's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Professional Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

a) Subject to the provisions of Section 19 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twelve months commencing on the Effective Date with an option to extend the Agreement for two additional one-year terms.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

a) Scope of Services. Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Work" (hereinafter, the "Services") and made a part of this Agreement by this reference.

b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in the individual Task Order. Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the hourly rates specified in Exhibit "B" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Thirty-Five Thousand Dollars per year ($35,000/year)**, unless additional compensation is approved in writing in accordance Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such work is authorized, such additional work shall be deemed to be part of the services.

b) Each month Consultant shall furnish to City a separate, original invoice for all work performed and expenses incurred during the preceding month. The invoices shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor Professional contracts. Sub-contractor Professional invoices shall be detailed in the same manner as Consultant invoice. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

c) Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 15 "Indemnification" and Section 16 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

a) All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

a) If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing the Services pursuant to this Agreement, Consultant's guarantees and warranties in Section 9 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this

Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

b) The personnel performing the Services under this Agreement on behalf Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.

a) Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Consultant under this Agreement, and shall

use such skill, prudence, and diligence as other members of Consultant's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Consultant's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

b) Consultant warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair of work performed on public buildings, facilities, streets or sewers done under contract and paid in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should

Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

a) Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

b) City may determine that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

c) City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

d) City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

a) Indemnification Consultant. As provided under Civil Code Section 2782.8, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Consultant, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.

b) Indemnification from Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

c) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City

from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 19 "Termination of Agreement." City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

a) Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

b) Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under Section 19 "Termination of Agreement." Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing, addressed as follows:

To City:	City of Cathedral City Attn: Charlie P. McClendon 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234
To Consultant:	TAMJAC LLC. Attn: Tammy Jackson 21091 FM 507 Harlingen, TX 78550

Notice shall be deemed effective on the date delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 “Amendment” and the City Manager’s contracting authority under the Cathedral City Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager’s contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver

by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Contractor acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Contractor agrees to comply with the Electronic Signature Use Policy. Contractor agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY

_____
Charles P. McClendon
City Manager

ATTEST:

_____
Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM

_____
Eric S. Vail
City Attorney

TAMJAC LLC.

_____
Tammy Jackson
Owner

_____

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2024 _____,
Date

before me, _____,
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2024_____,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

¨ Individual
¨ Corporate Officer

_____
Title(s)

¨ Partner(s) ¨ Limited ¨ General

¨ Attorney-In-Fact
¨ Trustee(s)
¨ Guardian/Conservator
¨ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number Of Pages

_____
Date Of Document

_____
Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

TAMJAC, LLC
Tammy A. Jackson, Owner
Making a Difference

June 20, 2024

Engineering Department
c/o Andrew Lee
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Request for Proposals
CDBG Support Services

Dear Andrew,

It is with immense pleasure that I provide my response to your Request for Proposals seeking qualified individuals to provide CDBG Support Services to the City of Cathedral City.

It is my intent, with this proposal, to provide the City of Cathedral City with a higher level of personal service than you may have experienced in the past. I propose to do this by being the single point of contact and by providing consistency in knowledgeable expertise in the implementation of your Community Development Block Program.

It is my objective as an independent contractor to provide professional, experienced, knowledgeable services and technical assistance through responsive and interactive relationships with residents, businesses, government officials and city staff; and provide consistency to adhere to established programmatic schedules.

As stated in Section VI of the RFP, I provide the following information to Cathedral City for possible inclusion in the Agreement. The Agreement appears to contain the required provisions pertaining to the CDBG program with the exception of the provisions of 2 CFR 180.220 regarding Debarment and Suspension.

As per the Scope of Services, this is not a retainer type contract and work will be assigned and completed. As I am sure you are aware, in administering the CDBG program there are many continual ordinary tasks such as maintenance of IDIS, maintaining data for reports, reviewing policies, research needed when drafting new policies, review of HUD's webpage for CPD Notices, updates, training, attending webinars, etc. These are just a few of the ordinary tasks that are undertaken on a continual basis and can be quite time-consuming when performed properly. These proactive and ordinary tasks are instrumental for a successful CDBG program.

For your consideration, I have provided three cost proposals as an option for Cathedral City. The first option is the hourly rate as requested in the RFP. The other two options have proven to be a cost savings to many communities while providing quality implementation of the CDBG program. The second option

is a full retainer type contract with a monthly report of activities undertaken. With this type of contract, the contractor is responsible to undertake the tasks regardless of the number of hours that may be required to undertake the task. This is often a preference as billing at an hourly rate can be quite costly whereas with a retainer, you get what you need, regardless of the hours that may be required for the consultant to perform the task as provided for in the executed agreement. A detailed invoice is provided each month with the tasks performed. The final option is a hybrid of a retainer contract and hourly rate. A retainer is provided for the ordinary tasks and the other tasks are billed at an hourly rate. Each program is uniquely different therefore, there are many options available.

For the City of Cathedral City, it is my objective to be an independent contractor capable of providing experienced, knowledgeable and professional management services; be responsive and maintain excellent working relationships with residents, businesses, government officials and city staff; and provide consistency to adhere to established programmatic schedules while meeting the needs of the low to moderate income areas and residents. It is my intent to work with staff to make an already great program even better being cognizant of the wants, needs, and desires of the governing body while meeting the program requirements to protect the funds and ensure future federal allocations.

TAMJAC is knowledgeable of and has a proven track record of compliance with federal, state and local laws, and will incorporate the City of Cathedral City's Municipal Code in ensuring continued program compliance.

Should you have any further questions or concerns, please feel free to contact me via phone at (956) 564-0477 or via email at tammyjackson604@outlook.com.

As a woman owned business, I thank you for the opportunity to submit this response to the RFP and I look forward to working with you and assisting in your efforts to make a difference in your community.

Respectfully Submitted,

Tammy A. Jackson

Tammy A. Jackson, Owner
TAMJAC, LLC.

TAMJAC, LLC

PROPOSAL TO PROVIDE CDBG SUPPORT SERVICES

CATHEDRAL CITY, CALIFORNIA

OVERVIEW

TAMJAC, LLC, through its owner, Tammy Jackson, is pleased to submit this proposal to provide CDBG support services to Cathedral City to help manage the City's Community Development Block Grant Program. Ms. Jackson has over 25 years of experience in administering over $2 million dollars in federal funds on an annual basis, specifically the CDBG (24 CFR Part 570) and HOME (24 CFR Part 92) programs. As a previous Community Development Director with a solid history of successful and impactful relationships with key stakeholders, TAMJAC possesses extensive knowledge and experience required in administering all aspects of the Community Development Block Grant program.

Ms. Jackson is also well versed of the Code of Federal Regulations, Title 24 Housing and Urban Development Part 91; and understands that the necessity of a successful completion of the Consolidated Plan and Annual Action Plan will result in millions of HUD federal funds that will increase affordable housing and economic development opportunities thus mitigating challenges such as, homelessness and lack of affordable housing for thousands of residents located in the Jurisdiction.

Ms. Jackson has successfully implemented HUD regulated planning documents to meet the requirements of the Code of Federal Regulations, Title 24 Part 570 and 91 to include development of the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Subrecipient Management and Oversight, Integrated Disbursement and Information System (IDIS) and HERO's, HUD's Environmental Review Online System, and compliance with the many applicable federal regulations such as Davis Bacon and related Acts, Federal Funding Accountability and Transparency Act, Affirmatively Furthering Fair Housing, Lead Base Paint, Buy American Build American, Debarment and Suspension, the provisions of 2 CFR 200, and many other applicable regulations that may be triggered.

TAMJAC, LLC has the required insurance provisions, is registered in SAM.gov with a Unique Entity ID, and possesses the knowledge, capacity, and ability to successfully undertake the provisions as stated in the scope of services as provided in the RFP.

The Scope of Services

TAMJAC has thoroughly read the Request for Proposals and has the capacity to develop policies, procedures, documents, reports, and methods to ensure that Cathedral City has a successful CDBG program. The following tasks are necessary for proper implementation and administration of a CDBG program and differ slightly from the Scope of Services provided in the RFP.

- Review Citizen Participation Plan and recommend any changes to comply with 24 CFR 91.105.
- Develop the FY 25-26 Annual Action Plan in accordance with the FY 22-26 Consolidated Plan and HUD requirements.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.

- Prepare an Executive Summary for the Annual Action Plan.
- Assist City Staff to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
- Assist City Staff with development of new strategies, objectives, priorities and programs for inclusion in the Annual Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Arrange public meetings to solicit input in accordance with the City's adopted Community Participation Plan for the Annual Action Plan.
- Complete other additional specific actions as required by HUD.
- Assist the City in requesting and reviewing proposals for subrecipient CDBG funding.
- Prepare reports and public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
- Preparation of subrecipient agreements.
- Applicable environmental review for HUD Environmental Review Online System (HEROS) compliance for CENST, CEST that can convert to Exempt, and Exempt activities.
- IDIS –
    - Enter and Annual Action Plan in IDIS and make any revisions necessary by HUD.
    - Upload and maintain projects/activities on the IDIS system. This includes IDIS set up of new activities and maintenance of activity status.
    - Enter and maintain project and activity accomplishments.
    - Generate IDIS reports, review for accuracy, and make any necessary changes.
    - Fund activities as per City staff.
    - Create and or review drawdown vouchers as requested.
    - Perform IDIS clean up actions.
    - Create program income receipts as directed by staff.
    - Provide prescheduled technical assistance to staff.
- Administer subrecipient agreements including reviewing invoices for eligible costs and providing technical assistance to subrecipient, if needed.
- Coordinate with City Finance for drawdowns and quarterly cash on hand.
- Meet with City Staff to discuss program status.
- Prepare and submit the Consolidated Annual Performance and Evaluation Report (CAPER).
- Maintain records in compliance with federal regulations 2 CFR 200 and the single audit act.
- Provide CDBG financial management assistance and technical assistance to subrecipients and contractors.
- Provide Davis-Bacon (prevailing wages) and HUD/Section 3 monitoring and contract compliance for construction projects.
- Ensure compliance with all applicable federal, state, and local laws, rules, regulations, and policies as they apply for HUD Endowments.
- Advise the City of the availability of additional sources of funds.
- Provide other administrative services to ensure compliance with all CDBG Federal regulations and County policies, as they may change from time to time.
- Act as the City's liaison and representative.
- Monitor of programs and files for program compliance and eligibility.
- Review HUD required policies and procedures to ensure compliance with HUD regulations.
- Draft, update, and present for approval additional policies and procedures to strengthen and solidify the City's CDBG policies and procedures.
- Train designated City staff member on CDBG Tasks.

Qualifications

As provided in the Overview, TAMJAC possesses the qualifications to undertake the scope of services in providing CDBG Support Services pertaining to the Community Development Block Grant Program.

- Extensive knowledge of HUD Rules and Regulations; particularly Chapter 24 of The Code of Federal Regulations (CFR) Part 570, proven track record with the City of Harlingen, Texas as Community Development Director for several decades without receiving a finding of noncompliance from HUD in any of the programs administered (CDBG, HOME, NSP, Disaster Recovery, ARP, etc.) and providing consultant services to entitlement communities the past several years.
- Familiar with the Fair Housing Laws and Fair Housing-Related Presidential Executive Orders.
- Familiar with labor laws and applicable wage and hour requirements.
- Successfully submitted over 30 Annual Action Plans and CAPER's along with all required reporting requirements.
- Prepared and submitted numerous, 5 Year Consolidated Plans including the required components.
- Established planning calendars to ensure compliance and held required public hearings and meetings to obtain citizen input and provide information to the governing body.
- Created graphs, charts, tables, and reporting formats to document and illustrate the significance of the impact and benefits of the CDBG program in the community.
- Successfully created target neighborhood improvement programs for a defined area.
- Received HUD sponsored and required training pertaining to all aspects of the CDBG and HOME program consistently over a 30-year period.
- Strong knowledge of the Integrated Disbursement and Information System (IDIS).
- Ability and knowledge to prepare Exempt, CENST, and CEST converting to Exempt Environmental Review Records.
- Familiar with the Uniform Relocation Act, Section 504, Section 3, Procurement and purchasing program provisions, duplication of benefit provisions, compliance with National Objectives and eligibility of CDBG activities.
- Developed policies, procedures, and form for program compliance.

Cost Proposal (See Professional Service Rate Sheet attached)

Hourly Rate Option

The personnel rate for Tammy Jackson, Owner, to perform the professional services shall be at a rate of $85 per hour, billed in ½ hour increments. This rate is inclusive of salary, fringe, and indirect costs. Hours shall be determined upon written notice of task requested by the City as provided in Section II-Scope of Services of the RFP.

The aforementioned rate includes the costs to perform Environmental Review Records for Exempt and Categorically Excluded Not Subject to 58.5.

This proposal does not include the performance or undertaking of environmental reviews that require environmental specialist such as soil testing, flood elevations, radon testing, lead or asbestos testing, structures or areas that are of historical significance, etc. which are categorized as Categorically Excluded Subject to 58.5 and Environmental Assessments. These types of environmental reviews must be undertaken by Environmental Professionals that are qualified, trained and have the required licenses to perform these services.

Note: The costs associated with the Environmental Review can be considered an activity delivery cost and charged to the project/activity instead of charging to the grant as planning and administration which has a 20% cap.

Travel

Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the California per diem rates in effect at the time and shall be preapproved, in writing, by the City and reimbursed to TAMJAC. All travel costs will be 100% reimbursable to TAMJAC. Travel costs include the costs of reasonable transportation (airfare, train, bus, vehicles (taxi, ride share (Uber/Lift)) and any associated costs such as parking, highway tolls, lodging, and meals. All costs incurred will comply with 2 CFR 200.

Retainer Rate Option

At the City's option, TAMJAC will perform the professional services as stated above for a flat rate of $50,000.00 per year and shall include all personnel, and a minimum of 12 hours per week will be dedicated to your CDBG program. Should additional hours be required to complete any task, TAMJAC will perform the task at no additional cost to the City. Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the federal per diem rates in effect at the time and shall be preapproved in writing by the City and reimbursed to TAMJAC as provided in paragraph four of this section. TAMJAC will provide a monthly invoice to City in the amount of $4,500.00 with a description of the work performed during the month.

Term of Rate(s)

The rate(s) aforementioned shall be in effect for 12 months, with an understanding of an option to extend for two (2) additional one (1) year terms at a rate to be negotiated and agreeable to both City and TAMJAC.

Combined Rates Option

At the City's option, TAMJAC will perform the professional services as stated above for a flat rate of $2,000 per month for ordinary costs as detailed below and rate of $85 per hour, billed in ½ hour increments for any tasks performed that are not defined as ordinary. This rate is inclusive of salary, fringe, and indirect costs. Hours shall be determined upon written notice of task requested by the City as provided in Section II-Scope of Services of the RFP.

Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the California per diem rates in effect at the time and shall be preapproved in writing by the City and reimbursed to TAMJAC as provided in paragraph four of this section. TAMJAC will provide a monthly invoice to City in the amount of $4,500.00 with a description of the work performed during the month.

- IDIS –
    - Upload and maintain projects/activities on the IDIS system. This includes IDIS set up of new activities and maintenance of activity status.
    - Enter and maintain project and activity accomplishments.
    - Generate IDIS reports, review for accuracy, and make any necessary changes.
    - Fund activities as per City staff.
    - Create and or review drawdown vouchers as requested.
    - Perform IDIS clean up actions.

    - Create program income receipts as directed by staff.
    - Provide prescheduled technical assistance to staff.
- Administer subrecipient agreements including reviewing invoices for eligible costs and providing technical assistance to subrecipient, if needed.
- Request and review monthly/quarterly/annual accomplishments.
- Coordinate with City Finance for drawdowns and quarterly cash on hand.
- Meet with City Staff to discuss program status.
- Provide CDBG financial management assistance and technical assistance to subrecipients and contractors.
- Provide Davis-Bacon (prevailing wages) and HUD/Section 3 monitoring and contract compliance for construction projects.
- Ensure compliance with all applicable federal, state, and local laws, rules, regulations, and policies as they apply for HUD Endowments.
- Advise the City of the availability of additional sources of funds.
- Provide other administrative services to ensure compliance with all CDBG Federal regulations and County policies, as they may change from time to time.
- Act as the City's liaison and representative.
- Monitor of programs and files for program compliance and eligibility.
- Review HUD required policies and procedures to ensure compliance with HUD regulations.
- Train designated City staff member on CDBG Tasks.

TAMJAC PROPOSAL

Thank you for considering this submission and I look forward to the privilege of working with Cathedral City. I certify that the information and data submitted are true and complete to the best knowledge of my affixing my signature hereto. TAMJAC shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. There are no exceptions to the RFP. The proposal shall remain valid for a period of not less than 120 days from the date of submittal.

If you have questions on this proposal, feel free to contact Tammy Jackson at your convenience by email at tammyjackson604@outlook.com or by phone at (956) 564-0477.

Thank you for your consideration,

Tammy A. Jackson

Tammy A. Jackson
TAMJAC, LLC

EXHIBIT "B"
COMPENSATION

ATTACHMENT 1
CATHEDRAL CITY
CDBG Support Services
Professional Service Rate Sheet

In response to the Request for Proposal for the Community Development Block Grant Program, CDBG Support Services, I will accept as full payment the following hourly rate by person and title to provide the as needed professional services as defined in the Scope of Work.

Name of Firm: TAMJAC, LLC

SCHEDULE OF PROFESSIONAL SERVIES HOURLY BILLING RATES:

Staff name and title:	Hourly Rate
Tammy Jackson, Owner/Principle	$85.00
_____	_____
_____	_____

REIMBURSABLE TRAVEL EXPENSES:

Transportation - Actual cost of airfare, car rental (including associated costs for fuel), taxi, ride share, train, bus, etc. *

Lodging - $142 per night

Meals and Incidental Expenses - $59.00 per day

Transportation costs will be preapproved, in writing, by City and Contractor.
Receipts will be provided to CITY for reimbursable lodging and transportation expenses.

Reference Rates: Pocket Travel Guide (ca.gov)

RATE INCREASES:

For the initial one-year term of the Agreement, the proposes amount shall not exceed the hourly rate quoted.

The hourly rate may be adjusted on the anniversary date by the same percentage of increase in the Consumer Price Index-Urban Area for Riverside County, California for the previous 12 months.

Consumer Price Index, Riverside Area — May 2024 : Western Information Office : U.S. Bureau of Labor Statistics (bls.gov)

EXHIBIT "C"
INSURANCE

A. Insurance Coverages. Consultant shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Consultant, its agents, representatives or employees. Consultant shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

__X__ Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Consultant and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars ($1,000,000) per occurrence and subject to an annual aggregate of two million dollars ($2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

__X__ Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars ($1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars ($1,000,000). A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

__X__ Workers' Compensation Insurance: Workers' Compensation insurance that includes a minimum of one million dollars ($1,000,000) of employers' liability coverage. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Consultant participating under this Agreement, Consultant is to defend and indemnify the City from such claim.

__X__ Professional Liability Insurance: Professional liability insurance appropriate to the Consultant's profession in an amount not less than one million dollars $1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Consultant's services

or the termination of this Agreement. During this additional three (3) year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

b. Consultant’s insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant’s insurance.

c. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each sub-contractor identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

ATTACHMENT 2
CERTIFICATE OF INSURANCE

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company — 10391
INSURED TAMJAC, LLC 21091 FM 507 Harlingen, TX 78550	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC X OTHER:			N9BP914497	07/21/2023	07/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ Excluded $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TAMJAC, LLC 21091 FM 507 Harlingen, TX 78550	INSURER A : Berkshire Hathaway Direct Insurance Compai	541512
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 21091 FM 507Harlingen, TX 78550

Bldg #001: Consultants - Computer and Management - 4167501

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY	N9BP914497	07/21/2023	07/21/2024	BUILDING	$ 0
	CAUSES OF LOSS / DEDUCTIBLES				PERSONAL PROPERTY	$ 0
	BASIC / BUILDING 250				BUSINESS INCOME	$ *
	BROAD / CONTENTS				EXTRA EXPENSE	$ *
	X SPECIAL				RENTAL VALUE	$
	EARTHQUAKE				BLANKET BUILDING	$ n/a
	WIND				BLANKET PERS PROP	$ n/a
	FLOOD				BLANKET BLDG & PP	$ n/a
						$
						$
	INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Cathedral City

EQUAL HOUSING OPPORTUNITY

CONFLICT OF INTEREST AFFIDAVIT

I have been provided a list of the employees, officers, board members and agents of the Cathedral City and state the following:

I am not related to any employee, officer, board member, or agent of the City.

No member of my immediate family (spouse, siblings, parents, children, step children or in-laws of the same degree) is related to any employee, officer, board member, or agent of the City.

I am not a business partner of any employee, officer, board member, or agent of the City.

Signed this 10th day of June, 2024.

Signature

Tammy Jackson, owner
Name & Title TAMJAC, LLC

CATHEDRAL CITY, CALIFORNIA

CATHEDRAL CITY MAYOR & COUNCIL

Mark Carnevale, Mayor

Nancy Ross, Mayor Pro Tem

Rita Lamb, Councilmember

Ernesto Gutierrez, Councilmember

Raymond Gregory, Councilmember

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Tammy Ann Jackson / TAMJAC, LLC	Date	6/18/2024
Signature of Authorized Certifying Official		Title	Owner

Franchise Tax Account Status

As of : 06/17/2024 20:47:57

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

TAMJAC, LLC	
Texas Taxpayer Number	32086878330
Mailing Address	21091 FM 507 HARLINGEN, TX 78550-1620
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	10/24/2022
Texas SOS File Number	0804781613
Registered Agent Name	TAMMY ANN JACKSON
Registered Office Street Address	21091 FM 507 HARLINGEN, TX 78550

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

TAMJAC, LLC
File Number: 804781613

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/24/2022

Effective: 10/24/2022

John B. Scott
Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-27-2022

Employer Identification Number:
92-0849145

Form: SS-4

Number of this notice: CP 575 G

TAMJAC LLC
TAMMY ANN JACKSON SOLE MBR
3049 GATEWAY DR APT 304
SUFFOLK, VA 23435

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

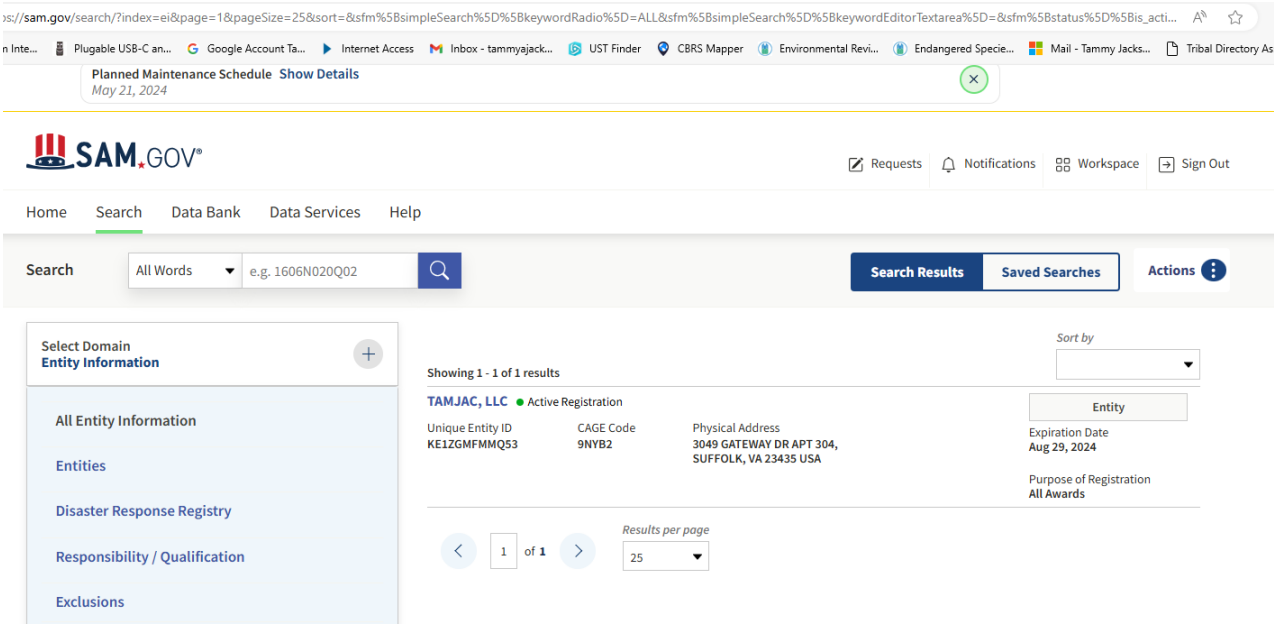
Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0849145. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.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Plugable USB-C an...
Google Account Ta...
Internet Access
Inbox - tammyajack...
UST Finder
CBRS Mapper
Environmental Revi...
Endangered Specie...
Mail - Tammy Jacks...
Tribal Directory As
Planned Maintenance Schedule Show Details
May 21, 2024
SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Showing 1 - 1 of 1 results
Sort by
TAMJAC, LLC
Active Registration
Unique Entity ID
KE1ZGMFMMQ53
CAGE Code
9NYB2
Physical Address
3049 GATEWAY DR APT 304,
SUFFOLK, VA 23435 USA
Entity
Expiration Date
Aug 29, 2024
Purpose of Registration
All Awards
1
of 1
Results per page
25

TAMJAC, LLC
Tammy A. Jackson, Owner
Making a Difference

June 20, 2024

Engineering Department
c/o Andrew Lee
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

RE: Request for Proposals
CDBG Support Services

Dear Andrew,

It is with immense pleasure that I provide my response to your Request for Proposals seeking qualified individuals to provide CDBG Support Services to the City of Cathedral City.

It is my intent, with this proposal, to provide the City of Cathedral City with a higher level of personal service than you may have experienced in the past. I propose to do this by being the single point of contact and by providing consistency in knowledgeable expertise in the implementation of your Community Development Block Program.

It is my objective as an independent contractor to provide professional, experienced, knowledgeable services and technical assistance through responsive and interactive relationships with residents, businesses, government officials and city staff; and provide consistency to adhere to established programmatic schedules.

As stated in Section VI of the RFP, I provide the following information to Cathedral City for possible inclusion in the Agreement. The Agreement appears to contain the required provisions pertaining to the CDBG program with the exception of the provisions of 2 CFR 180.220 regarding Debarment and Suspension.

As per the Scope of Services, this is not a retainer type contract and work will be assigned and completed. As I am sure you are aware, in administering the CDBG program there are many continual ordinary tasks such as maintenance of IDIS, maintaining data for reports, reviewing policies, research needed when drafting new policies, review of HUD's webpage for CPD Notices, updates, training, attending webinars, etc. These are just a few of the ordinary tasks that are undertaken on a continual basis and can be quite time-consuming when performed properly. These proactive and ordinary tasks are instrumental for a successful CDBG program.

For your consideration, I have provided three cost proposals as an option for Cathedral City. The first option is the hourly rate as requested in the RFP. The other two options have proven to be a cost savings to many communities while providing quality implementation of the CDBG program. The second option

is a full retainer type contract with a monthly report of activities undertaken. With this type of contract, the contractor is responsible to undertake the tasks regardless of the number of hours that may be required to undertake the task. This is often a preference as billing at an hourly rate can be quite costly whereas with a retainer, you get what you need, regardless of the hours that may be required for the consultant to perform the task as provided for in the executed agreement. A detailed invoice is provided each month with the tasks performed. The final option is a hybrid of a retainer contract and hourly rate. A retainer is provided for the ordinary tasks and the other tasks are billed at an hourly rate. Each program is uniquely different therefore, there are many options available.

For the City of Cathedral City, it is my objective to be an independent contractor capable of providing experienced, knowledgeable and professional management services; be responsive and maintain excellent working relationships with residents, businesses, government officials and city staff; and provide consistency to adhere to established programmatic schedules while meeting the needs of the low to moderate income areas and residents. It is my intent to work with staff to make an already great program even better being cognizant of the wants, needs, and desires of the governing body while meeting the program requirements to protect the funds and ensure future federal allocations.

TAMJAC is knowledgeable of and has a proven track record of compliance with federal, state and local laws, and will incorporate the City of Cathedral City's Municipal Code in ensuring continued program compliance.

Should you have any further questions or concerns, please feel free to contact me via phone at (956) 564-0477 or via email at tammyjackson604@outlook.com.

As a woman owned business, I thank you for the opportunity to submit this response to the RFP and I look forward to working with you and assisting in your efforts to make a difference in your community.

Respectfully Submitted,

Tammy A. Jackson

Tammy A. Jackson, Owner
TAMJAC, LLC.

TAMJAC, LLC

PROPOSAL TO PROVIDE CDBG SUPPORT SERVICES

CATHEDRAL CITY, CALIFORNIA

OVERVIEW

TAMJAC, LLC, through its owner, Tammy Jackson, is pleased to submit this proposal to provide CDBG support services to Cathedral City to help manage the City's Community Development Block Grant Program. Ms. Jackson has over 25 years of experience in administering over $2 million dollars in federal funds on an annual basis, specifically the CDBG (24 CFR Part 570) and HOME (24 CFR Part 92) programs. As a previous Community Development Director with a solid history of successful and impactful relationships with key stakeholders, TAMJAC possesses extensive knowledge and experience required in administering all aspects of the Community Development Block Grant program.

Ms. Jackson is also well versed of the Code of Federal Regulations, Title 24 Housing and Urban Development Part 91; and understands that the necessity of a successful completion of the Consolidated Plan and Annual Action Plan will result in millions of HUD federal funds that will increase affordable housing and economic development opportunities thus mitigating challenges such as, homelessness and lack of affordable housing for thousands of residents located in the Jurisdiction.

Ms. Jackson has successfully implemented HUD regulated planning documents to meet the requirements of the Code of Federal Regulations, Title 24 Part 570 and 91 to include development of the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Subrecipient Management and Oversight, Integrated Disbursement and Information System (IDIS) and HERO's, HUD's Environmental Review Online System, and compliance with the many applicable federal regulations such as Davis Bacon and related Acts, Federal Funding Accountability and Transparency Act, Affirmatively Furthering Fair Housing, Lead Base Paint, Buy American Build American, Debarment and Suspension, the provisions of 2 CFR 200, and many other applicable regulations that may be triggered.

TAMJAC, LLC has the required insurance provisions, is registered in SAM.gov with a Unique Entity ID, and possesses the knowledge, capacity, and ability to successfully undertake the provisions as stated in the scope of services as provided in the RFP.

The Scope of Services

TAMJAC has thoroughly read the Request for Proposals and has the capacity to develop policies, procedures, documents, reports, and methods to ensure that Cathedral City has a successful CDBG program. The following tasks are necessary for proper implementation and administration of a CDBG program and differ slightly from the Scope of Services provided in the RFP.

- Review Citizen Participation Plan and recommend any changes to comply with 24 CFR 91.105.
- Develop the FY 25-26 Annual Action Plan in accordance with the FY 22-26 Consolidated Plan and HUD requirements.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.

- Prepare an Executive Summary for the Annual Action Plan.
- Assist City Staff to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
- Assist City Staff with development of new strategies, objectives, priorities and programs for inclusion in the Annual Action Plan.
- Develop and incorporate a performance measure component as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Arrange public meetings to solicit input in accordance with the City's adopted Community Participation Plan for the Annual Action Plan.
- Complete other additional specific actions as required by HUD.
- Assist the City in requesting and reviewing proposals for subrecipient CDBG funding.
- Prepare reports and public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
- Preparation of subrecipient agreements.
- Applicable environmental review for HUD Environmental Review Online System (HEROS) compliance for CENST, CEST that can convert to Exempt, and Exempt activities.
- IDIS –
    - Enter and Annual Action Plan in IDIS and make any revisions necessary by HUD.
    - Upload and maintain projects/activities on the IDIS system. This includes IDIS set up of new activities and maintenance of activity status.
    - Enter and maintain project and activity accomplishments.
    - Generate IDIS reports, review for accuracy, and make any necessary changes.
    - Fund activities as per City staff.
    - Create and or review drawdown vouchers as requested.
    - Perform IDIS clean up actions.
    - Create program income receipts as directed by staff.
    - Provide prescheduled technical assistance to staff.
- Administer subrecipient agreements including reviewing invoices for eligible costs and providing technical assistance to subrecipient, if needed.
- Coordinate with City Finance for drawdowns and quarterly cash on hand.
- Meet with City Staff to discuss program status.
- Prepare and submit the Consolidated Annual Performance and Evaluation Report (CAPER).
- Maintain records in compliance with federal regulations 2 CFR 200 and the single audit act.
- Provide CDBG financial management assistance and technical assistance to subrecipients and contractors.
- Provide Davis-Bacon (prevailing wages) and HUD/Section 3 monitoring and contract compliance for construction projects.
- Ensure compliance with all applicable federal, state, and local laws, rules, regulations, and policies as they apply for HUD Endowments.
- Advise the City of the availability of additional sources of funds.
- Provide other administrative services to ensure compliance with all CDBG Federal regulations and County policies, as they may change from time to time.
- Act as the City's liaison and representative.
- Monitor of programs and files for program compliance and eligibility.
- Review HUD required policies and procedures to ensure compliance with HUD regulations.
- Draft, update, and present for approval additional policies and procedures to strengthen and solidify the City's CDBG policies and procedures.
- Train designated City staff member on CDBG Tasks.

Qualifications

As provided in the Overview, TAMJAC possesses the qualifications to undertake the scope of services in providing CDBG Support Services pertaining to the Community Development Block Grant Program.

- Extensive knowledge of HUD Rules and Regulations; particularly Chapter 24 of The Code of Federal Regulations (CFR) Part 570, proven track record with the City of Harlingen, Texas as Community Development Director for several decades without receiving a finding of noncompliance from HUD in any of the programs administered (CDBG, HOME, NSP, Disaster Recovery, ARP, etc.) and providing consultant services to entitlement communities the past several years.
- Familiar with the Fair Housing Laws and Fair Housing-Related Presidential Executive Orders.
- Familiar with labor laws and applicable wage and hour requirements.
- Successfully submitted over 30 Annual Action Plans and CAPER's along with all required reporting requirements.
- Prepared and submitted numerous, 5 Year Consolidated Plans including the required components.
- Established planning calendars to ensure compliance and held required public hearings and meetings to obtain citizen input and provide information to the governing body.
- Created graphs, charts, tables, and reporting formats to document and illustrate the significance of the impact and benefits of the CDBG program in the community.
- Successfully created target neighborhood improvement programs for a defined area.
- Received HUD sponsored and required training pertaining to all aspects of the CDBG and HOME program consistently over a 30-year period.
- Strong knowledge of the Integrated Disbursement and Information System (IDIS).
- Ability and knowledge to prepare Exempt, CENST, and CEST converting to Exempt Environmental Review Records.
- Familiar with the Uniform Relocation Act, Section 504, Section 3, Procurement and purchasing program provisions, duplication of benefit provisions, compliance with National Objectives and eligibility of CDBG activities.
- Developed policies, procedures, and form for program compliance.

Cost Proposal (See Professional Service Rate Sheet attached)

Hourly Rate Option

The personnel rate for Tammy Jackson, Owner, to perform the professional services shall be at a rate of $85 per hour, billed in ½ hour increments. This rate is inclusive of salary, fringe, and indirect costs. Hours shall be determined upon written notice of task requested by the City as provided in Section II-Scope of Services of the RFP.

The aforementioned rate includes the costs to perform Environmental Review Records for Exempt and Categorically Excluded Not Subject to 58.5.

This proposal does not include the performance or undertaking of environmental reviews that require environmental specialist such as soil testing, flood elevations, radon testing, lead or asbestos testing, structures or areas that are of historical significance, etc. which are categorized as Categorically Excluded Subject to 58.5 and Environmental Assessments. These types of environmental reviews must be undertaken by Environmental Professionals that are qualified, trained and have the required licenses to perform these services.

Note: The costs associated with the Environmental Review can be considered an activity delivery cost and charged to the project/activity instead of charging to the grant as planning and administration which has a 20% cap.

Travel

Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the California per diem rates in effect at the time and shall be preapproved, in writing, by the City and reimbursed to TAMJAC. All travel costs will be 100% reimbursable to TAMJAC. Travel costs include the costs of reasonable transportation (airfare, train, bus, vehicles (taxi, ride share (Uber/Lift)) and any associated costs such as parking, highway tolls, lodging, and meals. All costs incurred will comply with 2 CFR 200.

Retainer Rate Option

At the City's option, TAMJAC will perform the professional services as stated above for a flat rate of $50,000.00 per year and shall include all personnel, and a minimum of 12 hours per week will be dedicated to your CDBG program. Should additional hours be required to complete any task, TAMJAC will perform the task at no additional cost to the City. Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the federal per diem rates in effect at the time and shall be preapproved in writing by the City and reimbursed to TAMJAC as provided in paragraph four of this section. TAMJAC will provide a monthly invoice to City in the amount of $4,500.00 with a description of the work performed during the month.

Term of Rate(s)

The rate(s) aforementioned shall be in effect for 12 months, with an understanding of an option to extend for two (2) additional one (1) year terms at a rate to be negotiated and agreeable to both City and TAMJAC.

Combined Rates Option

At the City's option, TAMJAC will perform the professional services as stated above for a flat rate of $2,000 per month for ordinary costs as detailed below and rate of $85 per hour, billed in ½ hour increments for any tasks performed that are not defined as ordinary. This rate is inclusive of salary, fringe, and indirect costs. Hours shall be determined upon written notice of task requested by the City as provided in Section II-Scope of Services of the RFP.

Should the need arise for TAMJAC to travel to conduct business for the City, all costs will comply with the California per diem rates in effect at the time and shall be preapproved in writing by the City and reimbursed to TAMJAC as provided in paragraph four of this section. TAMJAC will provide a monthly invoice to City in the amount of $4,500.00 with a description of the work performed during the month.

- IDIS –
    - Upload and maintain projects/activities on the IDIS system. This includes IDIS set up of new activities and maintenance of activity status.
    - Enter and maintain project and activity accomplishments.
    - Generate IDIS reports, review for accuracy, and make any necessary changes.
    - Fund activities as per City staff.
    - Create and or review drawdown vouchers as requested.
    - Perform IDIS clean up actions.

    - Create program income receipts as directed by staff.
    - Provide prescheduled technical assistance to staff.
- Administer subrecipient agreements including reviewing invoices for eligible costs and providing technical assistance to subrecipient, if needed.
- Request and review monthly/quarterly/annual accomplishments.
- Coordinate with City Finance for drawdowns and quarterly cash on hand.
- Meet with City Staff to discuss program status.
- Provide CDBG financial management assistance and technical assistance to subrecipients and contractors.
- Provide Davis-Bacon (prevailing wages) and HUD/Section 3 monitoring and contract compliance for construction projects.
- Ensure compliance with all applicable federal, state, and local laws, rules, regulations, and policies as they apply for HUD Endowments.
- Advise the City of the availability of additional sources of funds.
- Provide other administrative services to ensure compliance with all CDBG Federal regulations and County policies, as they may change from time to time.
- Act as the City's liaison and representative.
- Monitor of programs and files for program compliance and eligibility.
- Review HUD required policies and procedures to ensure compliance with HUD regulations.
- Train designated City staff member on CDBG Tasks.

TAMJAC PROPOSAL

Thank you for considering this submission and I look forward to the privilege of working with Cathedral City. I certify that the information and data submitted are true and complete to the best knowledge of my affixing my signature hereto. TAMJAC shall make a commitment to accept the terms and conditions in the RFP and Professional Services Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP. There are no exceptions to the RFP. The proposal shall remain valid for a period of not less than 120 days from the date of submittal.

If you have questions on this proposal, feel free to contact Tammy Jackson at your convenience by email at tammyjackson604@outlook.com or by phone at (956) 564-0477.

Thank you for your consideration,

Tammy A. Jackson

Tammy A. Jackson
TAMJAC, LLC

ATTACHMENT 1
CATHEDRAL CITY
CDBG Support Services
Professional Service Rate Sheet

In response to the Request for Proposal for the Community Development Block Grant Program, CDBG Support Services, I will accept as full payment the following hourly rate by person and title to provide the as needed professional services as defined in the Scope of Work.

Name of Firm: TAMJAC, LLC

SCHEDULE OF PROFESSIONAL SERVIES HOURLY BILLING RATES:

Staff name and title:	Hourly Rate
Tammy Jackson, Owner/Principle	$85.00
_____	_____
_____	_____

REIMBURSABLE TRAVEL EXPENSES:

Transportation - Actual cost of airfare, car rental (including associated costs for fuel), taxi, ride share, train, bus, etc. *

Lodging - $142 per night

Meals and Incidental Expenses - $59.00 per day

Transportation costs will be preapproved, in writing, by City and Contractor.
Receipts will be provided to CITY for reimbursable lodging and transportation expenses.

Reference Rates: Pocket Travel Guide (ca.gov)

RATE INCREASES:

For the initial one-year term of the Agreement, the proposes amount shall not exceed the hourly rate quoted.

The hourly rate may be adjusted on the anniversary date by the same percentage of increase in the Consumer Price Index-Urban Area for Riverside County, California for the previous 12 months.

Consumer Price Index, Riverside Area — May 2024 : Western Information Office : U.S. Bureau of Labor Statistics (bls.gov)

ATTACHMENT 2
CERTIFICATE OF INSURANCE

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@biBERK.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Direct Insurance Company — 10391
INSURED TAMJAC, LLC 21091 FM 507 Harlingen, TX 78550	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC X OTHER:			N9BP914497	07/21/2023	07/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ Excluded $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): (844) 472-0967	FAX (A/C, No): (203) 654-3613
	E-MAIL ADDRESS: salessupport@biberk.com	
	PRODUCER CUSTOMER ID:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TAMJAC, LLC 21091 FM 507 Harlingen, TX 78550	INSURER A : Berkshire Hathaway Direct Insurance Compai	541512
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 21091 FM 507Harlingen, TX 78550

Bldg #001: Consultants - Computer and Management - 4167501

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	X PROPERTY	N9BP914497	07/21/2023	07/21/2024	BUILDING	$ 0
	CAUSES OF LOSS / DEDUCTIBLES				PERSONAL PROPERTY	$ 0
	BASIC / BUILDING 250				BUSINESS INCOME	$ *
	BROAD / CONTENTS				EXTRA EXPENSE	$ *
	X SPECIAL				RENTAL VALUE	$
	EARTHQUAKE				BLANKET BUILDING	$ n/a
	WIND				BLANKET PERS PROP	$ n/a
	FLOOD				BLANKET BLDG & PP	$ n/a
						$
						$
	INLAND MARINE	TYPE OF POLICY				$
	CAUSES OF LOSS					$
	NAMED PERILS	POLICY NUMBER				$
						$
	CRIME					$
	TYPE OF POLICY					$
						$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$
						$
						$
						$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER

TAMJAC, LLC
21091 FM 507
Harlingen, TX 78550-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Cathedral City

EQUAL HOUSING OPPORTUNITY

CONFLICT OF INTEREST AFFIDAVIT

I have been provided a list of the employees, officers, board members and agents of the Cathedral City and state the following:

I am not related to any employee, officer, board member, or agent of the City.

No member of my immediate family (spouse, siblings, parents, children, step children or in-laws of the same degree) is related to any employee, officer, board member, or agent of the City.

I am not a business partner of any employee, officer, board member, or agent of the City.

Signed this 10th day of June, 2024.

Signature

Tammy Jackson, owner
Name & Title TAMJAC, LLC

CATHEDRAL CITY, CALIFORNIA

CATHEDRAL CITY MAYOR & COUNCIL

Mark Carnevale, Mayor

Nancy Ross, Mayor Pro Tem

Rita Lamb, Councilmember

Ernesto Gutierrez, Councilmember

Raymond Gregory, Councilmember

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Tammy Ann Jackson / TAMJAC, LLC	Date	6/18/2024
Signature of Authorized Certifying Official		Title	Owner

Franchise Tax Account Status

As of : 06/17/2024 20:47:57

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

TAMJAC, LLC	
Texas Taxpayer Number	32086878330
Mailing Address	21091 FM 507 HARLINGEN, TX 78550-1620
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	10/24/2022
Texas SOS File Number	0804781613
Registered Agent Name	TAMMY ANN JACKSON
Registered Office Street Address	21091 FM 507 HARLINGEN, TX 78550

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

John B. Scott
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

TAMJAC, LLC
File Number: 804781613

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/24/2022

Effective: 10/24/2022

John B. Scott
Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-27-2022

Employer Identification Number:
92-0849145

Form: SS-4

Number of this notice: CP 575 G

TAMJAC LLC
TAMMY ANN JACKSON SOLE MBR
3049 GATEWAY DR APT 304
SUFFOLK, VA 23435

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

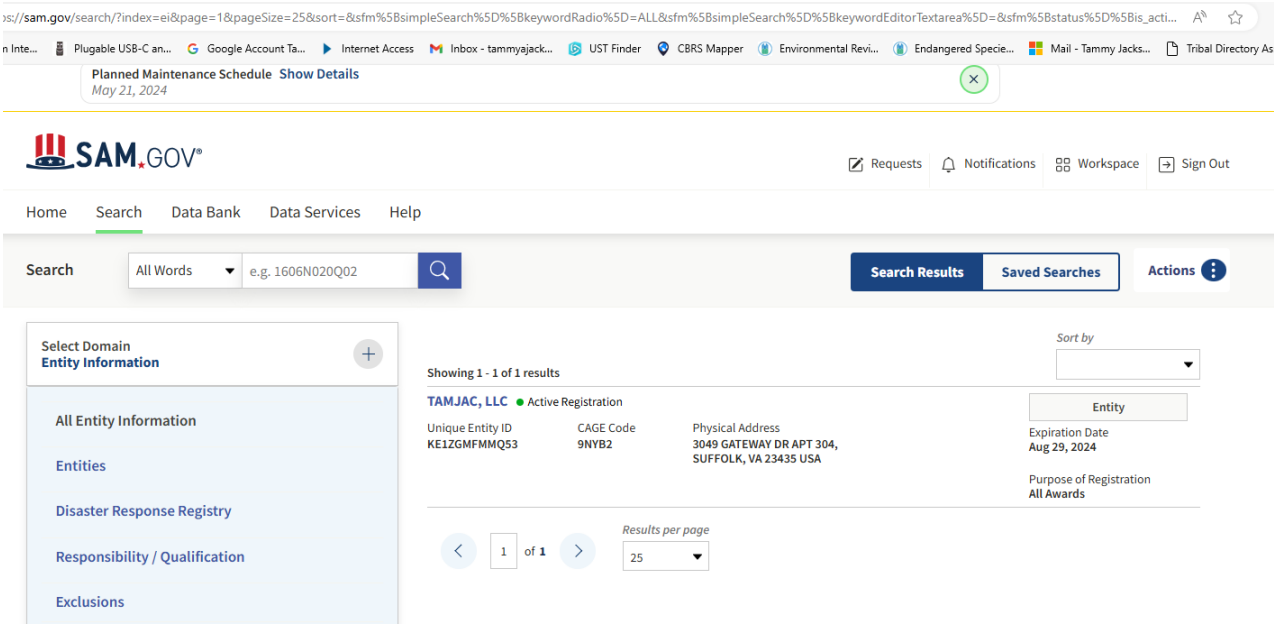
Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0849145. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.


https://sam.gov/search/?index=ei&page=1&pageSize=25&sort=&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordEditorTextarea%5D=&sfm%5Bstatus%5D%5Bis_acti...
Plugable USB-C an...
Google Account Ta...
Internet Access
Inbox - tammyajack...
UST Finder
CBRS Mapper
Environmental Revi...
Endangered Specie...
Mail - Tammy Jacks...
Tribal Directory As
Planned Maintenance Schedule Show Details
May 21, 2024
SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Showing 1 - 1 of 1 results
Sort by
TAMJAC, LLC
Active Registration
Unique Entity ID
KE1ZGMFMMQ53
CAGE Code
9NYB2
Physical Address
3049 GATEWAY DR APT 304,
SUFFOLK, VA 23435 USA
Entity
Expiration Date
Aug 29, 2024
Purpose of Registration
All Awards
1
of 1
Results per page
25