Cathedral City

CITY COUNCIL

AGENDA

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, August 24, 2016	REGULAR MEETING	6:30 PM

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **INVOCATION (MOMENT OF REFLECTION)**
- **ROLL CALL**
- **AGENDA FINALIZATION**

At this time, the City Council may announce any items being pulled from the agenda or continued to another date.

- **STATEMENT OF PARTICIPATION BY THE DEPUTY CITY CLERK**

1. PUBLIC COMMENT

Public Comment is limited to 3 minutes per person.

2. CONSENT AGENDA

All matters on the Consent Agenda are considered routine in nature and are expected to be enacted upon by the Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent Agenda for discussion.

2.A. 2016-316 **Fourth Amendment to SunLine Joint Powers Transportation Agency Agreement**

Recommendation: Approve the Fourth Amendment to the SunLine Joint Powers Transportation Agency Agreement

2.B. 2016-318 **Community Development Block Grant (CDBG) FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)**

Recommendation: Staff recommends that the City Council approve the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to HUD.

2.C. 2016-319 **Exclusive Right to Negotiate with Urban Housing Communities for**

Land Located on Landau Blvd between Vega Road and Elizabeth Road

Recommendation: Staff recommends the City Council authorize the City Manager to execute an Exclusive Right to Negotiate on behalf of the Housing Successor Agency with Urban Housing Communities through June 30, 2018, for the exploration of a Veteran's Housing Project on vacant land on Landau between Vega Road and Elizabeth Road consisting of approximating 9 acres (APN's: 678-060-001 through 005 and 678-060-049 through 053).

2.D. 2016-321 **Contract with Graffiti Protective Coatings, Inc. for Graffiti Abatement Services**

Recommendation: Staff recommends the City Council approve a two-year service contract with two one-year extension options with Graffiti Protective Coatings, Inc. (GPC) to provide graffiti abatement services and authorize the City Manager (or designee) to execute the contract.

2.E. 2016-322 **Designation of a Voting Delegate and Alternate for the League of California Cities Annual Business Meeting on October 7, 2016.**

Recommendation: Staff recommends the City Council adopt a resolution designating Mayor Stanley E. Henry as the Voting Delegate and Mayor Pro Tem Gregory Pettis as the Alternate Voting Delegate to represent Cathedral City at the League of California Cities Annual Business Meeting, which will be held October 7, 2016.

2.F. 2016-327 **Agreement for the installation of a Photovoltaic Carport System at the Civic Center**

Recommendation: Staff recommends the City Council authorize the City Manager to execute a Power Purchase Agreement to develop a photovoltaic carport system in the civic center parking lot at a cost of $.1487kWh produced for 25 years.

2016-329 **Purchase of Two Pre-Owned Law Enforcement Motorcycles**

Recommendation: Staff recommends that the City Council approve the purchase of two, pre-owned 2009 Honda ST1300 law enforcement motorcycles from the City of Beaumont for the total purchase price of $15,000 pursuant to Cathedral City Municipal Code Section 3.12.270.G

3. PUBLIC HEARINGS

4. LEGISLATIVE ACTIONS

4.A. 2016-312 **Funding Request from the Cathedral City Senior Center**

Recommendation: Staff recommends the City Council approve the annual funding agreement with the Cathedral City Senior Center for FY 16-17 in the amount of $50,000; approve an additional one-time request for $50,000 and the required budget amendment; and approve forgiveness of the loan made by the City to the Senior Center in 2015.

4.B. 2016-332 **Resolution in Support of the Equality Act**

Recommendation: Staff recommends the City Council adopt a resolution supporting passage of the Equality Act by the United States Congress.

5. COUNCIL REPORTS

This is an opportunity for each member of the City Council to report on any conferences they attend, local events or make any other comments they may have.

6. CLOSED SESSION

The following Closed Session Items may have been heard during Study Session, otherwise they will be heard at this time.

6.A. 2016-314 **Conference with Legal Counsel - Initiation of litigation pursuant to § 54956.9(c):**

Three (3) potential cases

6.B. 2016-315 **Conference with Legal Counsel - Existing Litigation - Litigation has been initiated formally pursuant to Government Code Section 54956.9(d)(1):**

City of Cathedral City v. Hall et. al.,
Riverside County Superior Court Case Number PSC1505450

6.C. 2016-288 **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.**

Property Location: Approximately 8.4 acres at the South side of Vega Rd and Landau Blvd APN #s 678-060-001 to 005, and 678-060-049 to 053

Negotiating Parties: City of Cathedral City as Housing Successor, City of Cathedral City and Urban Housing Communities ("UHC")

Property Owners: City of Cathedral City as Housing Successor

Under Negotiations: Property Negotiations

6.D. 2016-323 **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.**

Property Location: Approximately 15 acres south of East Palm Canyon Drive at Date Palm Drive
Negotiating Parties: City of Cathedral City, City Urban Revitalization Corporation, and Saxony Start Hospitality, LLC.
Property Owner: City Urban Revitalization Corporation
Under Negotiations: Price and Terms for potential sale of real property.

6.E. 2016-317 **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.**

Property Location: Approximately 13.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive.

Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency and the City Urban Revitalization Corporation,

Property Owners: City Urban Revitalization Corporation

Under Negotiations: Price and Terms for potential purchase of real property.

ADJOURN

The next Regular City Council Meeting will be held on Wednesday, September 14, 2016 at 6:30 p.m.

NOTES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office at (760)770-0385. Assisted-listening devices are available at this meeting. Ask the City Clerk if you desire to use this device. Notification at least 48 hours prior to the meeting or the time when services are needed will assist city staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.

Cathedral City

Agenda Report

File #: 2016-316 **Item No:** 2.A.

City Council

MEETING DATE: 8/24/2016

TITLE:
Fourth Amendment to SunLine Joint Powers Transportation Agency Agreement

FROM:
Charles McClendon, City Manager

RECOMMENDATION:
Approve the Fourth Amendment to the SunLine Joint Powers Transportation Agency Agreement

BACKGROUND:
In May 1977, the County of Riverside and the incorporated cities in the Coachella Valley entered into the SunLine Joint Powers Transportation Agency Agreement in order to collectively provide a public transportation system in the Coachella Valley. Since that time, the agreement was amended twice in the early 1990s related to taxicab regulation, and a third amendment was promulgated in 2013 to eliminate weighted voting.

DISCUSSION:
On May 25, 2016, the SunLine Transit Agency Board of Directors directed its staff to prepare a proposed fourth amendment to the agreement to specify that the Board of Directors may receive compensation for their attendance at Board meetings and Board subcommittee meetings. As a joint powers agency that includes the County, charter cities and general law cities, SunLine may pay compensation to its Board members consistent with the law applicable to its member agencies. The law places no limits on the compensation to members of the Board of Supervisors and City Council members in charter cities, but general law cities are subject to the limitations in Government Code section 36516. SunLine has requested that the agreement be revised to specifically authorize the Board members to receive stipends for their attendance at meetings consistent with the limitations applicable to general law cities. The amount of such stipends will be set by resolution of the SunLine Board and will be paid out of SunLine funds.

The proposed amendment is attached for your review and consideration.

FISCAL IMPACT:

None

ATTACHMENTS:
Agreement

FOURTH AMENDMENT TO SUNLINE JOINT POWERS TRANSPORTATION AGENCY AGREEMENT

This Fourth Amendment to SunLine Joint Powers Transportation Agency Agreement ("Fourth Amendment") is entered into by and between the COUNTY OF RIVERSIDE, the CITY OF COACHELLA, the CITY OF INDIO, the CITY OF LA QUINTA, the CITY OF INDIAN WELLS, the CITY OF PALM DESERT, the CITY OF RANCHO MIRAGE, the CITY OF PALM SPRINGS, the CITY OF CATHEDRAL CITY, and the CITY OF DESERT HOT SPRINGS (collectively, the "Parties"), and any other public agencies which subsequently becomes parties to the Agreement. This Fourth Amendment is made and entered into on the date last executed by the Parties hereto.

RECITALS

A. SunLine Transit Agency is a joint powers agency established by the SunLine Joint Powers Transportation Agency Agreement (the "Agreement") on or about May 20, 1977.

B. The first amendment to the Agreement was approved on or about June 11, 1991, and a second amendment to the Agreement was approved on or about March 31, 1992. A third amendment to the Agreement was prepared in 2013 but SunLine is still in the process of obtaining all of the required signatures for that third amendment.

C. The Parties desire to enter into this Fourth Amendment to revise the Agreement to include specific authority for the Board of Directors to receive compensation for attendance at Board and committee meetings consistent with State law.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fourth Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT. Section 3 (Board of Directors), paragraph E (Meetings) is amended to add a new subparagraph 3, to read as follows:

"3) Compensation

The Board may, by resolution, provide Board members a stipend for attendance at Board meetings and subcommittee meetings, provided that the maximum stipend a Board member may receive shall be one hundred fifty dollars ($150) per month consistent with the limitations on compensation for service on a commission, committee, board, authority, or similar body applicable to general law cities in Government Code section 36516(c), or such other amount as may be applicable to general law cities or joint powers agencies in the future."

2. GENERAL PROVISIONS.

2.1 **Remainder Unchanged**. Except as specifically modified and amended in this Fourth Amendment, the Agreement, as amended, remains in full force and effect and binding upon the parties.

2.2 **Applicable Law**. The laws of the State of California shall govern the interpretation and enforcement of this Fourth Amendment.

2.3 **References**. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fourth Amendment.

2.4 **Counterparts**. This Fourth Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the date and year first written above.

CITY OF DESERT HOT SPRINGS

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF PALM SPRINGS

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF PALM DESERT

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF INDIO

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF COACHELLA

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF LA QUINTA

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF INDIAN WELLS

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF RANCHO MIRAGE

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

CITY OF CATHEDRAL CITY

Dated:_____

By:_____

Name:_____

Title: _____

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM

_____

_____, City Attorney

COUNTY OF RIVERSIDE

Dated:_____

By:_____
_____

ATTEST:

_____
_____,

APPROVED AS TO FORM

_____
_____

Cathedral City

Agenda Report

File #: 2016-318 **Item No:** 2.B.

City Council

MEETING DATE: 8/24/2016

TITLE:
Community Development Block Grant (CDBG) FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)

FROM:
John A. Corella, P.E., City Engineer

RECOMMENDATION:
Staff recommends that the City Council approve the FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to HUD.

BACKGROUND:
The CAPER outlines the progress made toward achieving the goals documented in the 2015-2016 Annual Action Plan, and Administrative and Substantial Amendments. This CAPER is a self-evaluation of the City that describes how successful it was using CDBG funds allocated to programs and services to meet one or more of the National Objectives mandated by HUD: 1) Benefits to low and moderate-income persons; 2) Aid in the prevention and elimination of slums or blight; and 3) Meeting a particular urgent need because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.

DISCUSSION:
The draft CAPER includes information regarding the amount of funds invested in projects and activities, descriptions of households assisted through the use of CDBG funds, actions taken to affirmatively further fair housing, and other information relevant to the status of grant funded projects administered by the City of Cathedral City which affect local housing and community development needs.

For FY 2015, the City utilized sub-recipients to provide senior, homeless, and fair housing services. In order to receive grant funding, these sub-recipients were required to enter into a written agreement with the City that included CDBG specific language that aligned these subrecipients to meet the goals of the City. After the agreements were initiated, the subrecipients were able to request reimbursement for work performed. All three subrecipients have fulfilled their contract obligations and

met their goals.

The City programmed CDBG funding to rehabilitate and improve the pavement and install sidewalks on the south side of Ortega Road (Census Track 499.15) to provide a safe and efficient linkage on foot or by bike to and from Cathedral City High School. This area was identified as being deteriorated and in need of improvement. The rehabilitation of this street included new asphalt, striping, curb and gutter, sidewalk on the south side of the road, and lighted crosswalks. For this project, a combination of CDBG and Safe Route to School funding was used for the completion of this project. The City originally allocated $224,450 of the CDBG Public Improvement budget to rehabilitate the south side of Ortega. An Administrative Amendment- approved by Council- was prepared to increase funding for this activity by $40,000 to $264,450 from the unallocated float fund account. This project was completed in early 2016.

The City also planned on making sidewalk improvements on San Joaquin Drive located in the Dream Homes community. In 2014, the City evaluated San Joaquin Drive and it was identified as needing rehabilitation and installation of sidewalk for better walking circulation. CDBG funds were utilized for design costs and an improvement study to identify the challenges of relocating utilities, fences and mailboxes from the City's right-of-way to install sidewalk. The design study and site surveying were completed and the costs to install sidewalks were determined.

However, new Census data reported for the 2015 fiscal year "disqualified" Census Tract 447.02 (Dream Homes) from being an eligible low and moderate income area. The 2015 Annual Action Plan was amended and the funds originally allocated for San Joaquin were reprogrammed to two new activities: Ortega North Sidewalk Design and ADA Ramp Improvements.

The engineering design for the proposed section of Ortega Road North was not part of the Safe Routes to School project due to limited funds. This segment on Ortega Road is unpaved and has no sidewalk, curb or gutter. CDBG funding will be used for the engineering design to install sidewalk that provides the proper elevation and drainage for this segment of Ortega Road. The installation of sidewalk would also provide residents and children with an additional safe path of travel for walking to and from the public school, the public library, the United States Post Office and to the new neighborhood park. A total of $12,000 was budgeted for the design. The actual construction for this proposed project will be programmed and included in a future Annual Action Plan.

Under the CDBG Program, ADA improvements meet a national objective and provide accessibility for people with disabilities. The City reprogrammed CDBG funding from the San Joaquin Sidewalk Improvements to fund the construction of ADA ramps along 30th Avenue, McCallum Way and Vista Chino. These ADA improvements will bring into compliance existing ADA ramps on portions of 30th Avenue, McCallum Way and Vista Chino. The City budgeted $105,512 for these improvements. Any floating or leftover funding will be programmed for the construction of more ADA ramps. This project will be completed in August 2016.

FISCAL IMPACT:
Cathedral City's annual HUD entitlement for FY 2015-16 was $526,093. Cathedral City has requested reimbursement for planning and administration, providing public services, and public improvements for a total of $381,483.78 with a remainder of $144,609.22 for projects outlined in the FY 2015-2016 Annual Action Plan and, subsequent, Administrative and Substantial Amendments. The remaining balance will be placed into a 'floating fund' to be reprogrammed to other CIP projects in FY 2016-2017.

ATTACHMENTS:
FY 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER)

Cathedral City

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
FISCAL YEAR 2015

COMMUNITY DEVELOPMENT DEPARTMENT
PATRICK MILOS, CDD DIRECTOR

68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234
(760) 770-0349

Table of Contents

Executive Summary....3
General Questions....3
Managing the Process....8
Citizen Participation....9
Institutional Structure....10
Monitoring....11
Lead-based Paint....14
Specific Housing Objectives....15
Needs of Public Housing....16
Barriers to Affordable Housing....18
HOME/ American Dream Down payment Initiative (ADDI)....19
Specific Homeless Prevention Elements....21
Emergency Shelter Grants (ESG)....23
Community Development....24
Antipoverty Strategy....28
Non-homeless Special Needs 91.220 (c) and (e)....29
Housing Opportunities for People with AIDS....29
Other Narrative....31

Appendices

SUMMARY OF PUBLIC COMMENTS
PROOF OF PUBLICATION
PR 03
PR 26
PR 83
CPMP TABLES

Third Program Year CAPER-2015

The CPMP Fourth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

GENERAL

Executive Summary

This module is optional but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the first year.

Program Year 4 CAPER Executive Summary response:

Each year the U.S. Department of Housing and Urban Development (HUD) awards Federal grant funding to the City of Cathedral City to use for its program that address housing and community development needs of the City; specifically, for low- and moderate income residents needed. These entitlement grants are known as Community Development Block Grants (CDBG). CDBG funding is provided on an annual basis to 'Entitlement Cities' (eligible, selected cities that exceed a population of 50,000 residents – Cathedral City is classified by HUD as an Entitlement city), with allocations amounts varying each year based on a formula that considers the extent of poverty, population, housing overcrowding, the age of housing, and the population growth lag in relationship to other metropolitan areas.

In accordance with HUD requirements, Entitlement Cities must prepare an Assessment of Fair Housing (AFH), Five-Year Consolidated Plan (Con Plan), Annual Action Plan (AAP), and Consolidated Annual Performance and Evaluation Report (CAPER). The AFH addresses issues and barriers pertaining to affirmatively furthering fair housing. The Con Plan is a comprehensive planning tool that provides the goals and accomplishments of the Entitlement Cities for the next five years. The AAP provides detail on how the City proposes to meet its goals and objectives of the Five-Year Consolidated Plan. The Annual Action Plan also explains how projects and activities will be funded.

At the end of each fiscal year the City is required to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) that describes the progress it made implementing the recent fiscal years priorities. Cathedral City's 2015-2016 CAPER is the fourth performance report of the 2012-2016 Consolidated Plan, which covers fiscal years 2012-2013, 2013-2014, 2014-2015, 2015-2016, and 2016-2017. The CAPER describes activities the City accomplished during the FY 2015-2016 Annual Action Plan and incorporates public comments received in regard to proposed activities and includes reports generated by HUD's Integrated Disbursement and Information System (IDIS), which reflect the accomplishments of the City and its national database.

General Questions

1. *Assessment of the one-year goals and objectives:*
   a. *Describe the accomplishments in attaining the goals and objectives for the reporting period.*

   b. *Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.*
   c. *If applicable, explain why progress was not made towards meeting the goals and objectives.*

2. *Describe the manner in which the recipient would change its program as a result of its experiences.*

3. *Affirmatively Furthering Fair Housing:*
   a. *Provide a summary of impediments to fair housing choice.*
   b. *Identify actions taken to overcome effects of impediments identified.*

4. *Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.*

5. *Leveraging Resources*
   a. *Identify progress in obtaining "other" public and private resources to address needs.*
   b. *How Federal resources from HUD leveraged other public and private resources.*
   c. *How matching requirements were satisfied.*

Program Year 4 CAPER General Questions response:

The City of Cathedral City completed its fourth year of the Consolidated Plan. For FY 2015, the City was awarded **$526,093** for its CDBG Program. The 2015 Annual Action Plan was approved by the Cathedral City Council to include programs and services that furthered fair housing choice, promoted health and wellness for the senior community, rehabilitated homeless people, and increased economic development and accessibility through reconstruction and rehabilitation of public facilities. The following summaries identify the activities that were accomplished during the 2015 - 2016 reporting period.

According to the CDBG Program rules and guidelines, each entitlement grantee must budget no more than twenty percent (20%) of its award for program management, planning, and salary costs. From this administrative cap, Cathedral City has typically funds programs and services to further attain the goals and objectives defined in the Five-Year Consolidated Plan. A portion of the administrative cap was used to fund program services to further fair housing choice. The balance after funding this program was approximately **$93,218** and used for program management and planning activities.

Inland Fair Housing and Mediation Board (IFHMB) continues to be a supporting agency that offers fair housing mediation and counseling services to the residents of Cathedral City. IFHMB provided landlord tenant mediation services to approximately 700 households and anti-discrimination services to 200 households. For the 2015 fiscal year, the City awarded IFHMB **$12,000** to provide their services to the residents of Cathedral City. This amount was allocated from the program administration cap (20%) of the FY 2015 award.

The CDBG Program allow entitlement grantees to use no more than fifteen percent (15%) of the grant award for provide public services for low and moderate income residents of the City. For FY 2015, the City allocated **$21,500** for the Cathedral Center (senior center) to provide health and wellness programs for the senior citizens of the community. The Cathedral Center provided educational recreational, social, and assistive services to approximately 3,459 members and 20,000 seniors' citizens. Staff assisted active and homebound senior activities and services to prolong their livelihood and independence.

The City of Cathedral City also funded Roy's Desert Resource Center (Jewish Family Services of San Diego) from the same public service cap to provide emergency homeless shelter and case management services to displaced persons and families in Cathedral City. Roy's Desert Resource Center was awarded an annual allocation of **$51,500** to provide such services. The shelter rehabilitated homeless persons and assisted families in gaining life skills; preventing these families from becoming homeless again.

As proposed in the 2015 Annual Action Plan, the City decided to rehabilitate and improve the pavement and install sidewalks on the south side of Ortega Road (Census Track 499.15) to provide a safe and efficient linkage on foot or by bike to and from Cathedral City High School. This area was identified as being deteriorated and in need of improvement. The rehabilitation of this street included new asphalt, striping, curb and gutter, sidewalk on the south side of the road, and lighted crosswalks. For this project, a combination of CDBG and Safe Route to School funding was used for the completion of this project. For the FY 2015 – 2016 Annual Action, the City allocated $224,450 of the CDBG Public Improvement budget to rehabilitate the south side of Ortega. An Administrative Amendment- approved by Council- was prepared to increase funding for this activity by $40,000 to **$264,450** from the unallocated float fund account. This project was completed in early 2016.

The City originally planned on making sidewalk improvements on San Joaquin Drive located in the Dream Homes community. In 2014, the City evaluated San Joaquin Drive and was identified as needing rehabilitation and installation of sidewalk for better walking circulation. CDBG funds were utilized for design costs and improvement study to identify the challenges of relocating utilities, fences and mailboxes from the City's right-of-way to install sidewalk and rehabilitate the pavement. The design study and surveying has been completed and the costs to rehabilitate have been determined.

However, new Census data reported for the 2015 fiscal year "disqualified" Census Tract 447.02 (Dream Homes) from being eligible and low and moderate income area. The 2015 Annual Action Plan was amended and the funds originally allocated for San Joaquin were reprogrammed to two new activities: Ortega North Sidewalk Design and ADA Ramp Improvements.

The engineering design for the proposed section of Ortega Road North was not part of the Safe Routes to School project due to limited funds. This segment on Ortega Road is unpaved and has no sidewalk, curb or gutter. CDBG funding will be used for the engineering design to install sidewalk that provides the proper elevation and drainage for this segment of Ortega Road. The installation of sidewalk would also provide residents and children with an additional safe path of travel for children walking to and from school and to the new neighborhood park. A total of **$12,000** was budgeted for the design. The actual construction for this proposed project will be programmed and included in a future Annual Action Plan.

In August 2015, the California Department of Transportation (Caltrans) contracted the National ADA Accrediting & Consulting, Inc. (ADDAC) to notify all cities and counties to assess the requirements set forth in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990 to determine if Cathedral City is in compliance.

Section 504 of the Rehabilitation Act requires agencies that provide Federal financial assistance also have section 504 regulations covering entities that receive Federal aid. Requirements common to these regulations include reasonable accommodation for employees with disabilities; program accessibility; effective communication with people who have hearing or vision disabilities; and accessible new construction and alterations.

Since Cathedral City applies for and is [occasionally] awarded federal funding administered by Caltrans, the City was required to evaluate their public facilities to determine ADA compliance. This evaluation of public facilities outlined what alterations are needed in order to be in compliance with the aforementioned ADA regulations. For this reason, Cathedral City contracted with Disabilities Access Consultants (DAC) to evaluate and assess public facilities throughout the City. As a result, a comprehensive report was prepared by DAC, on behalf of the City, specifying the areas that were evaluated and if these public facilities are in need of alteration for compliance.

Under the CDBG Program, ADA improvements meet the national objective criteria and are classified as an "urgent need" for people with disabilities. The City was proposing to reallocate CDBG funding from the San Joaquin Sidewalk Improvements to fund the construction of ADA ramps along 30th Avenue, McCallum Way and Vista Chino. These ADA improvements will bring into compliance existing ADA ramps on portions of 30th Avenue, McCallum Way and Vista Chino. The City budgeted **$105,512** for these improvements. Any floating or leftover funding will be programmed for the construction of more ADA ramps. This project will be completed in August 2016.

For FY 2015-2016, Cathedral City was awarded an entitlement allocation of $526,093. To date, the City has drawn down $381,483.78 in eligible activities. Accomplishment data is detailed in the IDIS PR03 Activity Summary of Activities Report (GPR) and the PR26 Financial Summary report.

Activities that were funded this fiscal year addressed goals listed in the corresponding Consolidated Plan (2012-2016) and 2015 Annual Action Plan. The Action Plan maximized CDBG funding priorities for Target Areas within the City and low to moderate income persons. Cathedral City's 2015 Action Plan outlined activities that provided for sustainable communities, housing, non-housing needs. The Administrative and Substantial Amendments to the Action Plan were made to re-establish goals within the Target Areas and provide maximum feasible priorities to very low, low, and moderate income persons.

To ensure that Cathedral City's goals and national objectives were met, an annual agreement was executed with each subrecipient and contractor that was awarded CDBG funds. These agreements included specific language that explained the process and procedures for reporting and meeting the City's annual objects. This specific HUD reporting forms ensured that no changes in would occur and prevent the City from obtaining its goals. Contracts with public services providers have been implemented and completed within the fiscal year. All funding for the providers have been drawn down.

Affirmatively Furthering Fair Housing

Cathedral City did not have an Analysis of Impediments (AI) prior to the beginning of its entitlement. Upon completion of the current AI to Fair Housing Choice, the City and the Inland Fair Housing and Mediation Board (IFHMB) recognized the following Impediments:

A recent review of fair housing cases received to IFHMB identified discriminatory housing patterns within Cathedral City. After conducting an analysis of their cases, IFHMB developed a map to illustrate the locations of these fair housing complaints. IFHMB opened approximately twenty-eight (28) fair housing complaints from Cathedral City. Of the 28 fair housing complaints, twenty-two (22) of these complaints were disability discrimination cases; and, of these 22 complaints, 14 (63%) of these cases were reasonable modifications or reasonable accommodation requests. The AI classifies these modifications as impediments.

Reasonable modifications are alterations or changes made to accommodate people with disabilities to gain access to basic living dwellings. According to this analysis, many of these complaints came from single family rentals, apartment complexes, and mobile home parks. The data collected from Inland Fair Housing and Mediation Board (IFHMB) noted that a majority of the calls received from Cathedral City residents are from Hispanics and other households that are not Caucasian. This impediment to fair housing choice will be carefully reviewed. A general lack of understanding and knowledge regarding fair housing rights continues to exist.

Recommendations:
The current AI identified barriers within the City to fair housing. Staff made the following recommendations to address the aforementioned fair housing issues. These recommendations served as a basis for the City to develop a comprehensive action plan to eliminate identified impediments. These recommendations are vital to the City and agencies that assist Cathedral City residents.

1. The City has updated the Housing Element. The Housing Element of the City's General Plan provides a template for community planning and promoting fair housing development within Cathedral City. This Element provides specific information about the City's existing housing projects and requirements for future development.
   Timeline: Ongoing

2. Disability access will be the focal point of the targeted education provided by IFHMB. Under the Annual Action Plan, IFHMB needs to provide no less than two public workshops that educate the public on local fair housing issues.
   Timeline: Ongoing

3. IFHMB will continue conducting workshops to educate residents and landlords on issues related to fair housing. They will continue to provide services to address the impediments identified in the current AI until the new Assessment of Fair Housing (AFH) is adopted by HUD and enforced by the City.
   Timeline: Ongoing

4. The Building and Code Compliance Divisions are aware of the barriers facing disability access and fair housing. These Divisions will work closely with IFHMB to resolve many of the issues and obstacles to affirmatively further fair housing.
   Timeline: Ongoing

5. The City will continue to expand accessibility and homeownership opportunities to low and moderate income households. The City does not administer a First Time Homebuyer Program. The County of Riverside administers the Neighborhood Stabilization Program for Cathedral City.
   Timeline: Ongoing

Underserved Needs

This subpopulation includes the elderly, large families, single parent, and persons with HIV/AIDS, mental and physical disabilities. Securing decent and affordable housing for these groups along with lack of state and federal financial assistance makes providing services extremely difficult. As of April 2016, the

unemployment rate was **6.2%** for the County of Riverside; down from 0.4% a year ago. For those that are employed, the wage difference still makes finding decent housing out of reach. Households that do own their homes have difficulties maintaining them because of housing costs and relatively low wages.

There are very few new housing developments (in-fill) in the City which places a high priority on the preservation of existing units. The City of Cathedral City recognizes the need to rehabilitate the existing housing stock. The elderly populations along with lower income households are not able to maintain their homes because of their limited income. Although the City has not administered a housing rehabilitation program since the closure of the City's Redevelopment Agency, staff is diligently seeking funding opportunities such as the HOME Program that will provide these services to the residents.

LEVERAGING RESOURCES

The CDBG Entitlement Program does not require matching funds. However, the City does use CDBG funds to leverage other funding mechanisms to complete public improvements and provide more services. For instance, the used CDBG funds and a *Safe Route to School* grant to complete the Ortega Road improvements. Moreover, the City also uses money from its General Fund to supplement the annual award to the Cathedral Center (senior center) for providing programs and service to elderly residents. Other projects are typically funded using CDBG and assessment district funds for the rehabilitation of residential streets in low and moderate income approved areas.

Managing the Process

1. *Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.*

Program Year 4 CAPER Managing the Process response:

The City of Cathedral City's Engineering Division is responsible for the planning, development, and implementation of the CDBG Program. Through the use of CDBG funding, the City has placed maximum priority on assisting low to moderate income households, Target Areas, housing sustainability, and homeless needs. To better assist residents with needs that are not provided by the City directly, staff has collaborated with local, State, Federal, and Non-profit organizations including fair housing and homeless shelters.

Every effort to comply with CDBG regulations has been taken during the 2015 program year. HUD established specific requirements to implement the Consolidated Plan which includes citizen participation. The requirements set-forth included conducting public hearings, providing comment periods, and allowing for adequate public notification of these and other actions.

The projects outlined in the Annual Action Plan and Substantial Amendment addressed the CDBG national objectives of:

- Benefitting at least 55% lower income persons;
- Prevention and/or elimination of slum and blight conditions;
- Various community needs having urgency due to existing blighted conditions; and
- Providing decent housing and suitable living conditions.

Activities described in the Five Year Consolidated Plan and Annual Action Plan is consistent with CDBG National Objectives. All files are maintained at the City and include appropriate documentation for each activity. Public service providers and construction contractor have entered into contract with the City and are familiar with the requirements which include billing, reporting, and reimbursement process. City staff continues to work with the providers to ensure that program requirements are being met and an emphasis on continual support for low to moderate income persons meet the national objective.

CDBG funded public service agencies are required to submit quarterly statistical reports and reimbursement statements. The Inland Fair Housing and Mediation Board submitted their reports on a monthly basis. Jewish Family Services, operator of Roy's Desert Resource Center submitted two reports along with the reimbursement request. The Cathedral Center submitted an annual report providing statistical data. City staff made calls, emails, and site visits to ensure the services were being served efficiently. Reports received from the public service providers were sufficient for City record keeping. All activities carried out through the sub recipients provided services that fit the CDBG national objectives. The City of Cathedral City complied with all CDBG program planning requirements as stated in the Five Year Consolidated Plan and Annual Action Plan.

Citizen Participation

1. *Provide a summary of citizen comments.*

2. *In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.*

**Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.*

Program Year 4 CAPER Citizen Participation response:

Cathedral City has met its citizen participation requirement for all CDBG activities. Citizen participation ensured that the City provided sufficient opportunities to the residents to express their concerns regarding the City. During the public meeting held in May for the Annual Action Plan, residents were made aware of CDBG national objective of providing maximum feasible priority to organizations that provide services that benefit senior citizens, youth, persons with special needs, homeless persons, and activities that aid in the elimination of slums and blights within the City's Target Area.

The City prepared its Draft Consolidated Annual Performance Evaluation Report (CAPER) for the period of July 1, 2015 through July 30, 2016. The CAPER was made available to citizens to review during the 15 day comment period beginning August 8th through August 22nd, 2016**.** A public notice was generated and placed in the local newspaper, the *Desert Sun*, and the Civic Center of the availability of the CAPER. Residents wishing to view the CAPER could do so by visiting the City's website or at City Hall, 68-700

Avenida Lalo Guerrero, or the Cathedral City Branch Library, 33520 Date Palm Drive and make written requests to the CDBG program.

Summary of Public Comments:

***To be included after the commenting period.

Institutional Structure

1. *Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.*

Program Year 4 CAPER Institutional Structure response:

The City of Cathedral City's institutional structure for administering services and programs from City departments, nonprofit organizations, and developers are as follows:

Community Development Department consists of the Engineering, Public Works, Planning, Building, and Code Compliance Divisions.

Engineering Division has the lead responsibility in administering and implementing the Consolidated Plan, Annual Action Plan and all documents in accordance with federal regulations. In administering the program the City contracted sub-recipients for senior, homeless and fair housing programs. The sub recipients were required to have an executed agreement for the services and amount of funding provided prior to issuance of payments.

Public Works Division is responsible for maintaining the City's public infrastructure which consists of streets, sewers, storm drains, waterlines, public parks, graffiti abatement and beautification of the City.

Planning Division ensures that initial development meets the required community development processes through the enforcement of municipal codes, General Plan, Specific Plans and environmental compliance policies (CEQA).

Building Division ensures that the standard building codes are met. Building codes are based on national and state standards. Cathedral City's municipal code and ordinances further ensure that persons with disabilities have reasonable accommodations, new energy standards are being met, and new construction is following any updated codes.

Code Compliance is responsible for responding to complaints regarding residential and commercial properties. This division proactively identifies the violations on public and private property. The goal is to protect the health and public safety of the community and ensure that residents and businesses within City limits are complying with code.

Administrative Services Department is responsible for the City's finances, human resources, and information technology and procurement services.

Police Department is responsible for administration of crime and awareness. Cathedral City Police Department enforces the laws of the City and State of California.

Fire Department is responsible for emergency fire and medical services. This department manages the City's firework program as well as the smoke detector program.

The Housing Authority of Riverside County provides residents throughout the County with rental assistance to those that are eligible based on income. The Authority administers the Section 8 Rental Assistance Program. They also own and operate the affordable housing projects throughout the County and collaborate with local jurisdictions with rehabilitating and upgrading multi-family housing units.

Housing and Homeless Coalition of Riverside County (Board of Governance) is comprised of representatives from public, private, and nonprofit agencies including homeless and formerly homeless individuals that are committed to assisting in facilitating a continuum of care planning process throughout the County. This coalition assesses the need for affordable housing and homeless services countywide in order to provide a seamless delivery of services to those in need.

Department of Public and Social Services administers programs under the anti-poverty umbrella for the County of Riverside. The main goal for residents is to move them towards self-sufficiency and moving poor families from poverty. DPSS assists residents on many levels including child care, education, employment training, health and human services, homeless and housing.

Nonprofit Organizations play a vital role in the community by assisting the City implement the goals and objectives stated in the Consolidated Plan and Annual Action Plan. The three (3) organizations that received funding are Inland Fair Housing and Mediation Board, the Cathedral Center, and Roy's Desert Resource Center (homeless shelter). Agreements were executed to ensure that the sub-recipients provided the resources they were assigned to.

Private participants may include lending institutions such as banks. Private lending sources provide low cost loans for affordable housing and rehabilitation projects. Developers are the primary providers of the available housing stock and are encouraged to participate in low income housing to be able to provide more housing choices for residents.

Monitoring

1. *Describe how and the frequency with which you monitored your activities.*

2. *Describe the results of your monitoring including any improvements.*

3. *Self-Evaluation*
    a. *Describe the effect programs have in solving neighborhood and community problems.*
    b. *Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.*
    c. *Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.*
    d. *Indicate any activities falling behind schedule.*
    e. *Describe how activities and strategies made an impact on identified needs.*
    f. *Identify indicators that would best describe the results.*
    g. *Identify barriers that had a negative impact on fulfilling the strategies and overall vision.*

h. Identify whether major goals are on target and discuss reasons for those that are not on target.

i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

Program Year 4 CAPER Monitoring response:

The City utilized sub-recipients to provide senior, homeless, domestic violence and fair housing services. The sub-recipients were required to enter into a written agreement with the City which includes CDBG specific language prior to requesting or reimbursement of funds. After the agreements were executed, the subrecipients were able to request reimbursement for work performed on behalf of Cathedral City.

Inland Fair Housing and Mediation Board (IFHMB) provided landlord tenant mediation services, anti-discrimination resources, homebuyer education and other services to affirmatively further fair housing. IFHMB provided monthly reports stating what accomplishments and work has been completed. Invoices for reimbursements were sent monthly with the documentation needed to provide payment requests. Progress reports were also sent on a monthly basis with a description of the services provided and the number of persons that were assisted. A year end audit is required and was supplied to the City by IFHMB to ensure the implementation and annual monitoring goals.

Roy's Desert Resource Center provided emergency shelter services, case management, and other valuable services to persons that are homeless that will lead them to self-sufficiency. Roy's Desert Resource Center submitted two invoices for the work provided along with documentation to show that they have complied with CDBG objectives. An agreement was executed and a site visit occurred prior to the authorization of release of funds and before the end of the fiscal year. City staff coordinated with the director of the shelter to discuss goals that would be met.

The ***Cathedral Center*** provided programs and services for the elderly community of the City. Prior to release of funds a desk review is conducted to ensure program compliance. The Cathedral Center submitted two invoices to the City for their Senior Support Services Program. This program offered educational, recreational, social and assistive services to active and homebound seniors to prolong their livelihood and independence. An agreement was executed and a monitoring evaluation was conducted to ensure program compliance.

As a CDBG grantee, Cathedral City must conduct at least two site monitoring visits. During site visits the recipients are monitored for compliance that coordinate with the terms and conditions of the executed contracts. It is vital that each sub-recipient maintain proper accounting procedures for future audits and to expedite requests for reimbursement. These procedures reduce the risk of non-compliance and create a system that better serves the City. Any violation of the executed contract will result in a suspension of release of funds and future site visits will occur to correct the violation.

<u>Self-Evaluation</u>

The City of Cathedral City has met the overall goals of the community planning and development programs to develop and further viable communities by providing decent housing and suitable living environments. Furthermore, the City was able to expand economic opportunities for low and moderate income persons and households through the rehabilitation of local streets.

In the City's Five-Year Consolidated Plan, the housing needs section focused on the low- and moderate income households. A strategy was developed to meet the needs of the residents in that income category. The summary of goals are: maintaining and conserving the existing housing stock, expanding economic opportunities, addressing housing needs of low to moderate income households which include homeless and persons with special needs.

The City's housing demographics is made up mostly of renters. There are several affordable housing complexes throughout the City including one complex just north of the Mary Pickford Theatre in Town Square. The south side of the City- known as the Cove neighborhood- is made up of single family homes. The Cove homes are made up of a mix of renters and owners. The Dream Homes neighborhood consists of single family homes belonging to low to moderate income households. The homes show signs of deterioration and deferred maintenance. Homeowners are reluctant to rehabilitate their homes due to the costs of repair. The homes remain dilapidated and run down.

Cathedral City's Building and Safety Department continues to ensure that new developments complied with current Federal and State handicap accessibility requirements. Rental units also needed to provide accommodations to make units accessible to persons with special needs. There have been many complaints regarding an affordable housing complex in the City near the downtown area. Residents were dissatisfied about the management of the complex.

A priority in the community is to maintain services for youth, seniors, persons with special needs, and the remainder of the population. Cathedral City relies on public and social services to assist residents where the City is not capable due to staffing or financial resources. It is crucial to maintain working relationships with public service providers to ensure the quality of life for the residents. Code compliance, police volunteers, and watch programs aid the City in public safety and maintaining safe, viable neighborhoods.

The objectives outlined in the City's Consolidated Plan places emphasis on the following: prove suitable living environments; provide accessible public facilities, infrastructure, economic development, and public services. Community Development is a main priority in the City. During the FY 2015 program year the City used CDBG funds and other funding sources towards street, sidewalk, and ADA improvements.

The Ocotillo Neighborhood Park is now completed. The park is located in one of the lowest income neighborhoods of the City and will benefit businesses in the area as well as residents. The Census Tract number for the Ocotillo Park is 447.15 and is centered on predominately low income households. A Proposition 84 Grant was used for the development of this neighborhood park.

The City continues search for new funding opportunities to provide more services that will assist the residents. Likewise, this City will continue to leverage other funding sources along with CDBG funding to accomplish many of its goals specified in the Five-Year Consolidated Plan. Through public and private partnerships the City will be able to continue its mission of eliminating existing areas of slum and blight, economic development to provide more opportunities, and provide decent affordable housing for its residents.

Lead-based Paint

1. *Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.*

Program Year 4 CAPER Lead-based Paint response:

The City does not directly provide program funding for the reduction of lead based paint hazards in older homes. Riverside County offers the following programs to reduce lead based paint hazards:

Lead-Based Paint Hazard Control Program- Riverside County Office of Industrial Hygiene administers this program. The program is intended to evaluate and control lead hazards in low income housing units through inspection and testing samples. This office also provides treatment for those affected by lead based paint in the home. These activities are primarily for homes that were constructed prior to 1979 and will assist families with temporary relocation of families living in homes with lead based paint. OIH provides community outreach programs to educate County residents on the risks of lead poisoning to create awareness about the harmful effects and health risk regarding lead based paint hazards.

Lead Hazard Inspections for County Programs- Use of lead based paint was common and available until the 1970's. Lead based paint was banned in 1978 and has been a goal of Riverside County to eliminate all hazards since the ban of the paint took place. A majority of these programs to assist families with the actual abatement of lead based paint has disappeared do to the economic downturn. Home owners are responsible for the abatement of lead hazards but the County continues to provide educational assistance and medical care. The HOME Investment Partnership Program assists First Time Homebuyers with the cost of lead based paint removal if the home does have lead paint.

Childhood Lead Poisoning Prevention Program- the Office of Industrial Hygiene also administers the CLPPP to test and identify children who are at risk of lead poisoning based on the age of the housing stock in the area and other potential factors.

Lead Hazard Control Program- California State Law states that through Senate Bill 460, grants authority to local health departments to require the enforcement and prosecution of persons who refuse to abate lead hazards in housing occupied by low income families with children. This program is funded under the Senate Bill which further allowed changes to State health and housing laws making the creation of lead hazards a crime.

Fair Housing Council Lead-based Awareness Hazard Program- the Fair Housing Council of Riverside County administers a lead-based paint prevention program throughout the County. Their services include education, outreach, information, training and referrals.

Lead Hazard Control Outreach- OIH has a Memorandum of Understanding with the following agencies: Riverside County Economic Development Agency, Housing Authority of Riverside County, Desert Alliance for Community Empowerment; Cities of Riverside, Banning and Hemet, and the Community Action Partnership of Riverside County. The OIH sub-grants outreach services to the Center for Community Action and Environmental Justice and Fair Housing Council of Riverside County. These partners assist in the dissemination of information and promote lead based hazard programs to their clients.

HOUSING

Housing Needs

**Please also refer to the Housing Needs Table in the Needs.xls workbook.*

1. *Describe Actions taken during the last year to foster and maintain affordable housing.*

Program Year 4 CAPER Housing Needs response:

Cathedral City Council members continue to place priority on septic tank abatement to protect the public health and safety of the residents. Many of the existing septic systems are very old and beginning to fail. The health need for abandonment and failure of the septic tanks combined with City Ordinance to hook-up create the need to connect to the local water agency sewer system. The finance institution, *Ygrene*, provides sewer assistance for residents to connect to local sewer systems using the equity of the home as a loan that can be repaid through their property taxes.

Staff researched funding options to provide first-time homebuyer assistance and home rehabilitation programs for multi-unit affordable housing. HCD is a valuable resource that can benefit the City's mission to provide assistance to potential homeowners and low income residents. However, the funding availability was highly competitive and the City application was denied. The City will continue researching funding opportunities and/or will amend the Consolidated Plan when funding becomes available through the HUD.

The City's Housing Element addresses land use controls, site improvement, fees, permit cost and procedures, and other factors that may pose possible constraints on maintenance, development, and improvements. Through the Analysis of Impediments (or upcoming equivalent) to Fair Housing the City will continue to conduct an analysis on an annual basis of possible impediments that may affect the current residential situation. Upon discovery of any findings that pose impediments to fair housing the City will work diligently to correct the situation to make fair housing equal opportunity a priority for Cathedral City residents.

Specific Housing Objectives

1. *Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.*

2. *Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.*

3. *Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.*

Program Year 4 CAPER Specific Housing Objectives response:

Cathedral City's housing objectives are to:

1. Maintain the affordability of decent housing
2. Maintain the availability and accessibility to decent housing
3. Sustainability of decent housing

4. Accessibility to suitable living environments
5. Sustainability of suitable living environments
6. Availability and accessibility to economic opportunity

The 2015 Action Plan set forth objectives to support the demand for affordable housing in Cathedral City. The first goal is to expand home ownership through rehabilitation, preservation, acquisition, construction, and/ or assistance of first-time homebuyers. Prior to the becoming an entitlement community the County of Riverside administered the HOME program on behalf of the City. This program assisted first-time homebuyers with down payment assistance and home rehabilitation. The County discontinued this program for Cathedral City residents after June 30, 2013.

Mortgage Credit Certificate Program (MCC)

MCC is administered through the County of Riverside and allows qualified home buyers to reduce the amount of their federal income tax liability by an equal amount to a portion of the interest paid during the year on a home mortgage. This tax credit allows the buyers to qualify for a loan by increasing the income of the buyer. Riverside County's MCC Program provides a 20% rate which can be applied to the interest paid on mortgage loans. The borrower can claim a tax credit equal to 20% of the interest paid during the year. The borrower's taxes are being reduced by the amount of the credit which increases the take home pay by the amount of the credit. The buyer takes the remaining 80% interest as a deduction. When underwriting this kind of loan, a lender takes these factors in to consideration which allows the borrower to qualify for a larger loan. City staff will work with the County to promote this program more effectively in Cathedral City.

Neighborhood Stabilization Program (NSP)

Under Title III of Division B of the Housing and Economic Recovery Act of 2008, HUD created this policy to assist communities with redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes, known as the Neighborhood Stabilization Program. NSP is a section of the CDBG program which provides regulatory statutes for NSP and HOME provides a structure of affordability for NSP requirements. The County of Riverside administered the NSP program on behalf of the City.

Expand affordable rental housing through rehabilitation, preservation, acquisition and/or construction

As stated in the Consolidated Plan the City has set goals to improve residential energy efficiency in homes. Cathedral City has an Environmental Conservation Manager that is responsible for the water conservation program in which residents who remove grass may apply for a City rebate based on the amount of grass removed and landscaped using desert or xeriscape. Local water agencies such as *Desert Water Agency* and *Coachella Valley Water District* also provide residents with an incentive to remove turf and landscape with desert or xeriscape. *Southern California Edison* provides rebates for residents who purchase Energy Star products, summer discount program, and a multi-family energy efficiency rebate program. *Southern California Gas Company* also assists with Energy Star Appliance rebates and programs that assist with an analysis of savings incentives for potential builders. The City is researching funding opportunities to assist homeowners retrofit their existing appliances, bulbs, windows, and assist with home improvements that will be more energy efficient.

The City's Code Compliance Division ensures that the residents maintain their properties to modern standards and that the residences do not pose potential health and safety issues to the neighbors. Homes and properties that are in violation of the City's ordinance or Municipal Code are cited and required to correct the citation. Cathedral City's Police Department also has a Citizens On Patrol (COP) program to assist Code Compliance and the department with ensuring public safety. Code Compliance is funded through the City's General Fund which removes the CDBG limitations from the department to only provide services in Target Areas as designated in the Consolidated Plan and Annual Action Plans.

A recent review to the City's Housing Element indicated that if the Mountain View apartment complex repays the loan before 2014 they may be able to release the 280 restricted rentals. The loss of the affordability covenant poses potential risks to affordable housing stock throughout the City because the median household income in Cathedral City is approximately $43,128 (*Source: 2010-2014 American Community Survey 5-Year Estimates*). The average price of homeownership in Cathedral City is $180,300. Households are unable to purchase homes without down payment assistance and struggle to pay the necessary bills.

Fair Housing and Equal Opportunity

The Inland Fair Housing and Mediation Board (IFHMB) is non-profit corporation that serves the San Bernardino County and parts of Riverside and Imperial Counties. IFHMB is contracted with the City of Cathedral City to resolve issues related to housing discrimination, homeownership sustainability, rental complaints, and court disputes through provisions of resource recommendation, education and mediation. The City allocates a portion of their administration and planning entitlement to pay for these services to affirmatively resolve fair housing issues. The funds for this program have been expended. A contract renewal is expected to occur upon confirmation of our approved FY 2016 Annual Action Plan.

Complaints placed by tenants are investigated and upon findings the Mediation Board enforces Federal and State rights to free housing from discriminatory practices. The IFHMB will work with social and community agencies to ensure that residents regardless of race, sex, marital status, ancestry, origin, familial status, religion, disability, sexual orientation, age or source of income also receive equal and fair housing choice. Pamphlets, brochures, posters, and newsletters are distributed throughout the City. Fair Housing also describes the rights and responsibilities of the landlord and tenant under the California Civil Code. IFHMB assists thousands of individuals each year with their many programs at no cost to the consumer.

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

Program Year 4 CAPER Public Housing Strategy response:

Public housing is administered by the Riverside County Housing Authority. This organization manages the Section 8 voucher program on behalf of the cities and unincorporated areas of Riverside County. Residents are able to reside in units (apartments or homes) that are program eligible and live within the county where they wish. The selected unit must meet living standards, appropriate number of bedrooms for the household, and have reasonable rents limits. The Housing Authority suspended the ability for new participants with the exception of elderly persons 75 years and older, families of military personnel, and those with situations that are in immediate need of assistance.

The Family Self-Sufficiency (FSS) program assists Section 8 residents move toward economic independence from all sources of government assistance. The Homeownership Program assists eligible Section 8 participants that are also part of the FSS. The County continues outreach efforts to extend the program to residents. The goal of this program is to integrate and facilitate the transition of residents from public housing to self-sufficiency. Community service and self-sufficiency requirements are intended to assist public housing participants with improving their socio-economic situation towards upward mobility.

Project-Based Assistance

The Housing Authority of the Riverside County owns and manages 469 rental units within the County. These units are occupied by families participating in the Affordable Public Housing Program. Families participating in this program pay rent according to their incomes. Approximately 30% of their adjusted gross income is applied toward rents and utilities. This program allows families to select from only the limited available units. The low rents charged by the Housing Authority are subsidized by HUD. Once a family moves from the location they can no longer receive assistance.

The Section 8 rental voucher program, known as the Housing Choice Voucher Program, provides rental assistance to help very low income families afford decent, safe, and sanitary rental housing. These programs are administered by local public housing agencies (PHAs) authorized under State law to operate housing programs within an area or jurisdiction. The PHA accepts the application for rental assistance, selects the applicant for admission, and issues the selected family a rental voucher confirming the family's eligibility for assistance. The family must then find and lease a dwelling unit suitable to the family's needs and desires in the private rental market. The PHA pays the owner a portion of the rent (a housing assistance payment (HAP)) on behalf of the family.

Barriers to Affordable Housing

1. *Describe actions taken during the last year to eliminate barriers to affordable housing.*

Program Year 4 CAPER Barriers to Affordable Housing response:

Cathedral City does not have a formal Housing Department following the dissolution of the City's RDA. There is one housing staff that receives rent payments on five units still occupied by residents that participated in the program under RDA. Staff is diligently seeking financial resources that will aid in the residents with affordable housing. The City's Housing Element is being reviewed and will look at impediments to ordinances, planning and zoning issues, and maintaining neighborhoods. Limited staff and financial resources place impediments on the City to provide housing and support related services for those transitioning out of homeless but City staff actively participates with the implementation of the Ten Year Plan to end homelessness.

HOME/ American Dream Down Payment Initiative (ADDI)

1. *Assessment of Relationship of HOME Funds to Goals and Objectives*
   a. *Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.*

2. *HOME Match Report*
   a. *Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.*

3. *HOME MBE and WBE Report*
   a. *Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).*

4. *Assessments*
   a. *Detail results of on-site inspections of rental housing.*
   b. *Describe the HOME jurisdiction's affirmative marketing actions.*
   c. *Describe outreach to minority and women owned businesses.*

Program Year 4 CAPER HOME/ADDI response:

The City of Cathedral City is not a direct recipient of HOME or ADDI. The City previously applied for HOME funding through the State of California Department of Housing and Community Development (HCD). The application submitted was denied.

HOMELESS

Homeless Needs

**Please also refer to the Homeless Needs Table in the Needs.xls workbook.*

1. *Identify actions taken to address needs of homeless persons.*

2. *Identify actions to help homeless persons make the transition to permanent housing and independent living.*

3. *Identify new Federal resources obtained from Homeless SuperNOFA.*

Program Year 4 CAPER Homeless Needs response:

Cathedral City staff worked closely with Riverside County Continuum of Care (CoC) and the Coachella Valley Association of Government to implement the Ten Year Plan to end homelessness. As noted in the City's Five-Year Consolidated Plan and Annual Action the City's plans are: 1) continue to support efforts of the COC with services ranging from emergency shelters, housing for chronically homeless, and 2) support agencies that provide supportive services for low to moderate income persons and those with special needs, including homeless and persons living with HIV.

Emergency Shelter Grant (ESG) provides funding to the County of Riverside and CalWorks. ESG funding provides additional financial assistance for emergency shelter needs throughout the County. Riverside County COC will continue working and collaborating with non-profit organizations, social service providers and local agencies to meet priority needs for homeless programs. Cathedral City was recently nominated to serve on the CoC Board of Governance. This will allow the City to become more engaged and contribute to its efforts to end homelessness. Cathedral City will work cohesively with the COC and

the organizations directly involved with providing direct services to ensure that the goal of ending homelessness as stated in the Ten Year Plan to end homelessness is being met.

Cathedral City has set forth goals to assist with ending homelessness. The first goal is to *support non-profit agencies that provide assisted housing and support services to emergency shelters that assist homeless persons and/or families or those at risk of becoming homeless.* Through CDBG funding, the City continues to allocate **$51,500** to Roy's Desert Resource Center. This emergency homeless shelter is managed by Jewish Family Services of San Diego (JFSSD) located in the neighboring city of North Palm Springs. The goal at Roy's Desert Resource Center is to provide case management, meals, client pick up and drop off locations in the morning and evening, education, job enhancement skills, counseling, referrals, and emergency shelter services to homeless persons and families. Clients at the shelter were placed on a program plan to assist them in becoming self-sufficient to break their cycle of homelessness. The funding provided by Cathedral City was expended on case management services for the clients staying at the Center. Services provided assisted 911 clients of extremely low, very low, and low income. Roy's is a closed campus and placed a curfew on the clients staying at the shelter. There are meeting rooms available for various organizations to provide services not offered at the shelter to enhance the self-sufficiency skills of the clients. Roy's campus is a safe, drug, alcohol, and violence free zone.

The Calvary Christian Center located in Cathedral City is another location where homeless persons and families may go to for assistance. This Center is also a pick-up and drop-off location for Roy's Desert Resource Center. Although they do not receive funding from the City, the center is a valuable resource for homeless persons and families throughout the City. The Center also provides shelter, food, and clothing to persons in need.

In addition to programs geared toward ending homelessness, the City of Cathedral City has been proactive in combatting this ongoing epidemic. The City has recently appointed one of its police officers to the position of Homeless Liaison Officer. The Homeless Liaison Officer has created cases for each homeless individual in Cathedral City. This Officer is in constant communication with the homeless and has compiled information regarding their situation, addictions, encampments, and mental state. Since this Officer has been assigned to homeless, the City has seen positive results and a decrease in the amount of homeless individuals. Additional staff may be assigned to this unit in the near future.

Another goal of Cathedral City is to *support the COC to AID Homeless Persons/ Families to Transitional and Permanent Housing.* Cathedral City is committed to assisting homeless persons and collaborates with various agencies to provide emergency and transitional shelter for its homeless. State and County programs will be assisted along with the other service providers that are able to aid in the plan to end homelessness. Riverside County Department of Public and Social Services (DPSS) set forth goals that chronically homeless are the top priority throughout the County. Riverside County's 10 Year Plan to End Homelessness includes the addition of 500 units of permanent supportive housing that are specifically dedicated to chronically homeless. In order to enable this goal the CoC must apply funding towards permanent supportive housing.

DPSS will improve discharge planning with institutions to reduce the number of chronically homeless persons who are discharged and return to homelessness. DPSS will increase the number of homeless street outreach teams and advocate for chronically homeless persons in supportive services. Rental certificates will be made available through the Shelter Plus Care Program which provides housing and supportive services to chronically homeless persons in neighborhoods of their choosing. The Riverside County Department of Economic Assistance, ESG, and CDBG recipients will continue collaboration with

organizations to develop and implement a comprehensive, County-wide Uniform Discharge Coordination Policy and Practices (DCPP). This has been created to assist with connecting homeless and persons facing homelessness with supportive housing choice and community based resources. The overall objective of this policy is to reduce the number of persons being released and discharged in to homeless shelters, unsuitable living environments or return to homelessness.

Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

Program Year 4 CAPER Specific Housing Prevention Elements response:

Cathedral City supports the County of Riverside's plan to end chronic homelessness by the year 2015. The CoC continues to focus their efforts on expanding the number of beds, units, and services available within the homeless system of care. Currently, Riverside County CoC has 619 shelter beds, 876 transitional housing beds, and 332 units of permanent supportive housing. Funding for these services is from Federal, State, local and private resources. During the course of the last Five-Year Consolidated Plan by the County of Riverside, DPSS coordinated a planning initiative that included local government, public agencies, private agencies, homeless advocates, formerly homeless persons, and the business community to develop a ten year plan to end homelessness. Collaborative efforts to abolish homelessness from the aforementioned agencies resulted in the Riverside County 10 Year Strategy to End Homelessness which serves as the plan for all homeless activities in Riverside County.

The following objectives coincide with the County's Five year plan to serve unmet needs:

Prevention of New Homeless

- Implement a county-wide strategy geared towards ending homelessness which includes utility assistance, housing deposit assistance, landlord/tenant mediation, and short term rental subsidies designed to prevent at least half of the 7,000 homeless that become homeless annually from becoming homeless during the five year strategy.

- Establish county-wide procedures to prevent homeless being discharged from public and private institutions back to their homeless embankments.

Ending Chronic Homelessness

- Expand programs to reach homeless through street teams. This method will allow social services to be provided directly to homeless in their locations. This goal is believed to reduce the number homeless by at least 10% and assist additional persons who have been homeless for more than a year.

- Create at least 150 shelter beds throughout the County for unsheltered homeless and encourage the participation in case management programs to reduce the length of time spent in emergency shelters.

- Create at least 500 units of permanent supportive housing for chronically homeless persons.

Address Needs of Homeless Families

- Create at least 75 additional transitional housing units with 225 beds to serve families living on the street and encourage these families to participate in case management programs to end their homelessness.
- Develop 1,500 units of permanent affordable housing units throughout the County for extremely low and low income residents who are homeless or at risk of becoming homeless.

Improve the Capacity of the Continuum of Care

- Engage in participation with homeless prevention programs, emergency shelters, transitional housing, permanent supportive housing, and related supportive service programs County-wide.

- Create a Housing Trust Fund that receives funding that applies towards ongoing sources specifically for the support of production and preservation of affordable housing; further fund homeless activities, and provide funding for additional support services.

Discharge Planning Policies

- Develop a "safe haven" program for chronically homeless adults that are mentally ill and have substance abuse issues.

Housing costs makes the number of persons at-risk of becoming homeless a concern with implementing goals. Affordable housing stock is in high demand, but with high rents and high home prices the challenges of providing affordable housing is perplexing.

The County of Riverside administers these valuable programs to Cathedral City residents.

- Homeless Prevention and Rapid Re-Housing (HPRP) is administered through the County of Riverside's Housing Authority. HPRP offers short term assistance (3 months) and medium term assistance (12 months) financial assistance to those that have the potential of becoming homeless due to sudden economic impacts. Assistance can also include security deposits, utility deposits, utility payments, moving cost assistance, and hotel vouchers. The program also assists to persons in the rapid re-housing programs that are homeless and are likely to remain housed through subsidies or no subsidies.

- Riverside County Emergency Food and Shelter Program (EFSP) provide rental assistance and nutrition assistance to residents that are homeless or at risk of becoming homeless. Funding is also available through EFSP to provide the first months' rent for households that have been evicted.

Emergency Shelter Grants (ESG)

1. *Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).*
2. *Assessment of Relationship of ESG Funds to Goals and Objectives*

a. *Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.*
b. *Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.*

3. *Matching Resources*
   a. *Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.*

4. *State Method of Distribution*
   a. *States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.*

5. *Activity and Beneficiary Data*
   a. *Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe any problems in collecting, reporting, and evaluating the reliability of this information.*
   b. *Homeless Discharge Coordination*
      i. *As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.*
   c. *Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.*

Program Year 4 CAPER ESG response:

Cathedral City does not receive ESG funding.

COMMUNITY DEVELOPMENT

Community Development

**Please also refer to the Community Development Table in the Needs.xls workbook.*

1. *Assessment of Relationship of CDBG Funds to Goals and Objectives*
   a. *Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.*
   b. *Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.*
   c. *Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.*

2. *Changes in Program Objectives*

   a. *Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.*

3. *Assessment of Efforts in Carrying Out Planned Actions*
   a. *Indicate how grantee pursued all resources indicated in the Consolidated Plan.*
   b. *Indicate how grantee provided certifications of consistency in a fair and impartial manner.*
   c. *Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.*

4. *For Funds Not Used for National Objectives*
   a. *Indicate how use of CDBG funds did not meet national objectives.*
   b. *Indicate how did not comply with overall benefit certification.*

5. *Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property*
   a. *Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.*
   b. *Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.*
   c. *Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.*

6. *Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons*
   a. *Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.*
   b. *List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.*
   c. *If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.*

7. *Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit*
   a. *Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.*

8. *Program income received*
   a. *Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.*
   b. *Detail the amount repaid on each float-funded activity.*
   c. *Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.*
   d. *Detail the amount of income received from the sale of property by parcel.*

9. *Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:*
   a. *The activity name and number as shown in IDIS;*
   b. *The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;*
   c. *The amount returned to line-of-credit or program account; and*
   d. *Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.*

10. *Loans and other receivables*
   a. *List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.*
   b. *List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.*
   c. *List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.*
   d. *Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.*
   e. *Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.*

11. *Lump sum agreements*
   a. *Provide the name of the financial institution.*
   b. *Provide the date the funds were deposited.*
   c. *Provide the date the use of funds commenced.*
   d. *Provide the percentage of funds disbursed within 180 days of deposit in the institution.*

12. *Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year*
   a. *Identify the type of program and number of projects/units completed for each program.*
   b. *Provide the total CDBG funds involved in the program.*
   c. *Detail other public and private funds involved in the project.*

13. *Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies*
   a. *Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.*

Program Year 4 CAPER Community Development response:

Cathedral City's objective is to provide suitable living environments for non-housing community development needs and priorities including facilities, infrastructure, economic development and public services. The City established the following goals to meet the high need for public facilities, infrastructure improvements, and economic development. Cathedral City has provided improvements to community and public facilities. The City has utilized CDBG funding from the FY 2014 and applied it

towards the construction of sidewalk and asphalt improvements at two residential streets located in a very low income areas.

Ortega Safe Route Street Improvements - $264,450, expended $203,265.78

The City decided to rehabilitate and improve the pavement and install sidewalks on the south side of Ortega Road [located in Census Track 499.15] to provide a safe and efficient linkage on foot or by bike to and from Cathedral City High School. This area was identified as being deteriorated and in need of improvement. The rehabilitation of this street included new asphalt, striping, curb and gutter, sidewalk on the south side of the road, and lighted crosswalks. For this project, a combination of CDBG and *Safe Route to School* funding was used for the completion of this project. For the FY 2015 – 2016 Annual Action, the City allocated **$264,450** of the CDBG Public Improvement budget to rehabilitate the south side of Ortega. This project was completed in early 2016.

Ortega North Sidewalk Design - $12,000, expended $12,000

The engineering design for the proposed section of Ortega Road North was not part of the *Safe Routes to School* project due to limited funds. This segment on Ortega Road is unpaved and has no sidewalk, curb or gutter. CDBG funding will be used for the engineering design to install sidewalk that provides the proper elevation and drainage for this segment of Ortega Road. The installation of sidewalk would also provide residents and children with an additional safe path of travel for children walking to and from school and to the new neighborhood park. A total of **$12,000** was budgeted for the design. The actual construction for this proposed project will be programmed and included in a future Annual Action Plan.

ADA Ramp Improvements - $105,512, expended $72,323

Under the CDBG Program, ADA improvements meet the national objective criteria and are classified as an "urgent need" for people with disabilities. The City was proposing to reallocate CDBG funding from the San Joaquin Sidewalk Improvements to fund the construction of ADA ramps along 30th Avenue, McCallum Way and Vista Chino. These ADA improvements will bring into compliance existing ADA ramps on portions of 30th Avenue, McCallum Way and Vista Chino. The City budgeted **$105,512** for these improvements. This project will be completed in August 2016.

Additionally, the City is committed to improving the existing infrastructures including ADA improvements. Cathedral City realizes the importance of having existing facilities accommodate those that need ADA accessibility. Cathedral City's Building and Safety division ensures that residential and business buildings are compliant to current ADA standards. The Engineering Department ensures that reasonable ADA access to buildings is being met. Through use of CDBG funding the City contracts with Inland Fair Housing and Mediation Board to ensure that the residents have reasonable ADA access to their rental units and the unit is able to accommodate their special needs. Rental units that are not in compliance with ADA standards per resident need are referred to IFHMB for investigation.

Changes in Program Objectives

Originally, The City planned on making sidewalk improvements on San Joaquin Drive located in the Dream Homes community. In 2014, the City evaluated San Joaquin Drive and was identified as needing rehabilitation and installation of sidewalk for better walking circulation. CDBG funds were utilized for design costs and improvement study to identify the challenges of relocating utilities, fences and mailboxes from the City's right-of-way to install sidewalk and rehabilitate the pavement. The design study and surveying has been completed and the costs to rehabilitate have been determined.

However, new Census data reported for the 2015 fiscal year "disqualified" Census Tract 447.02 (Dream Homes) from being eligible and low and moderate income area. The 2015 Annual Action Plan was amended (Substantial Amendment) and the funds originally allocated for San Joaquin were reprogrammed to two new activities: Ortega North Sidewalk Design and ADA Ramp Improvements. The City is planning on conducting an income survey in the Dream Homes neighborhood to change the status of this area back to low- and moderate income.

Low/Mod Job Activities

The City will consider investing CDBG funds into microenterprises to retain and expand economic opportunities through job creation and retention. These activities would benefit very low, low, and moderate income persons by making economic opportunities available through job creation and retention. In consideration of Cathedral City unemployment rate, the creation of local jobs will allow residents to work in Cathedral City; expanding economic externalities.

Senior Residents, Children, and At-Risk Youth

Cathedral City has an abundant senior citizen population with limited incomes. These residents face many financial burdens varying from basic living expenses, mobility, and access to local amenities. The Cathedral (Senior) Center is a valuable resource for elderly persons to receive services and assistance that they are not able to receive from the County or City. The City has identified this sub-population of having the greatest challenges and receives high priority.

Cathedral City has also set goals to assist at-risk youth and children in the City. Currently, the City has a local soccer park to promote healthy living and a resource for children and families with local recreation. The City has numerous local parks, a Boys and Girls Club, Boxing Club, and resources for at-risk youth and children to turn to for assistance. Funding through CDBG has not been allocated to these organizations but the City does donate funding to these organizations through other funding sources.

Program Income

Cathedral City's CDBG program generates minimal program income from Revolving Sewer Loans created in 2012 and 2013. In order to get assist from a Revolving Sewer Loan, low-mod homeowners were required to submit proof of income, tax return statements, and other documents to substantiate their need of assistance. The program places a lien on the property until the loan is repaid to the City. Upon completion of the loan the lien will be removed. A total of **$3,283.36** has been collected through monthly payments from program participants during this fiscal year. This program income was applied to add more ramps in the City as part of the 2015 ADA Ramp Improvement project.

Prior Period Adjustments

There are no prior adjustments made this reporting period. The only internal adjustment was the application of generated program income to the ADA Ramp Improvement project.

Loans and Other Receivables

Cathedral City did not receive nor provide any loans during this reporting period.

Lump Sum Agreements

Cathedral City did not have any contractual obligations with financial institution during this reporting period.

Housing Rehabilitation
Cathedral City did not allocate funding for housing rehabilitation during this reporting period.

Neighborhood Revitalization Strategies
Cathedral City does not participate in HUD-approved neighborhood revitalization strategies.

Antipoverty Strategy

1. *Describe actions taken during the last year to reduce the number of persons living below the poverty level.*

Program Year 4 CAPER Antipoverty Strategy response:

Through the Consolidated Plan, Cathedral City placed priority need on activities that assist individuals from living in poverty. Cathedral City supports activities that work to transition a homeless person with temporary shelter to permanent supportive housing. Cathedral City supports organizations that aid with permanent supportive housing and goals that identify with the HUD guidelines to end homelessness.

Cathedral City utilized CDBG funding to support an emergency homeless shelter, Roy's Desert Resource Center, to assist with homeless needs and case management. Calvary Christian Center is another faith based organization that also assists with homeless and substance abuse needs; however, this organization does not receive funding from Cathedral City. Roy's Desert Resource Center provides services to residents to assist with decreasing the poverty level. Programs at the Center include job enhancement skills, case management to break the cycle of homelessness, shelter services for families, and education. The Cathedral Center partners with FIND Food Bank to assists residents with food programs to alleviate the impact of grocery expenses to low income families. Shelter from the Storm, a domestic violence shelter, provides emergency services to women and children seeking shelter upon leaving an abusive housing situation. Cathedral City typically provides funding to this organization through the City's General Fund. Substance abuse and domestic violence can lead to poverty because of the devastating and sudden loss of shelter.

Through the Continuum of Care, Board of Governance committee, City staff works with the Housing Authority to maximize the programs offered by the Housing Authority to assist those living in poverty. The City does not have the staff resources or financial capability to administer many of these programs. Utilizing the County's resources will assist residents more efficiently due to the economies of scale. This strategy will significantly improve the lives of low-income families, elderly persons with fixed incomes, victims of domestic violence, single parent homes transitioning off public assistance and others that may not have been mentioned residing in Cathedral City.

Projects that indirectly affect the poverty level in the City include those that enhance the City's aesthetics, provide affordable housing, and housing sustainability. CDBG, HOME, and ESG funds are often times used as matching funds for other grants that reduce the number of households living in poverty. Other anti-poverty strategy programs include housing rehabilitation, affordable housing for renters, seniors, and persons with disabilities, emergency/ transitional/ permanent supportive housing, homeless and non-homeless support services, anti-crime, Section 8 Rental assistance, and job creation/ retention programs.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

**Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.*

1. *Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).*

Program Year 4 CAPER Non-homeless Special Needs response:

Cathedral City supports organizations that assist residents with special needs such as supportive services for homeless, non-homeless, elderly, frail elderly, persons with disabilities including mental, physical, developmental, persons with HIV/AIDS and their families, persons with alcohol or other drug related addictions.

Cathedral City supports programs that assist persons that are not homeless but require supportive housing and special programs. This sub-population includes those leaving mental health institutions or physical health institutions. The focus is to have a healthy supply of affordable supportive housing so those in need are not released in to homelessness. A few programs that can assist with this are: Senior Home Repair, Handi-cap ramps, Habitat for Humanity, First Time Homebuyer Down Payment assistance, code enforcement, neighborhood watch, neighborhood stabilization program, Fair Housing Council of Riverside County, Section 8 Housing Voucher, and affordable public housing.

In addition, Cathedral City contracted with Disability Access Consultants (DAC) to inspect and assess the City's public facilities and address ADA (Americans with Disabilities Act) issues. DAC identified and provided the City with a comprehensive report of the areas and facilities that need to comply with the updated ADA standards. Through the Substantial Amendment to the Action Plan, the City has made progress towards repairing, adjusting, and installing ADA ramps throughout the city as an ongoing effort to adhere to compliance.

Specific HOPWA Objectives

**Please also refer to the HOPWA Table in the Needs.xls workbook.*

1. *Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:*
   a. *That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;*
   b. *That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;*
   c. *That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;*

d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and, finally,
f. that community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.

2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
a. Grantee Narrative
i. Grantee and Community Overview
(1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
(2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected
(3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
(4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body
(5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
(6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.

ii. Project Accomplishment Overview
(1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences
(2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
(3) A brief description of any unique supportive service or other service delivery models or efforts
(4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.

iii. Barriers or Trends Overview
(1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
(2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and
(3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years
b. Accomplishment Data

i. *Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).*
ii. *Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).*

Program Year 4 CAPER Specific HOPWA Objectives response:

Cathedral City is not a recipient of HOPWA funds. The City will support the Housing Authority of Riverside County for supportive services to assist persons with HIV/ AIDS.

OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

Program Year 4 CAPER Other Narrative response:

Cathedral City will continue to promote and maintain programs to affirmatively further fair housing and procedures to assist residents. Fair Housing and Equal Opportunity programs will be implemented through Inland Fair Housing and Mediation Board (IFHMB). Program pamphlets, posters and reports will be provided at City Hall and also distributed throughout the City were residents gather and become more aware of the service this agency provides. Residents needing assistance will be referred to IFHMB in regard to Landlord/ Tenant Mediation, discrimination, and basic tenant rights. Landlords will be required to adhere to anti-discriminatory rules and regulations in order to provide fair housing to tenants. Tenants needing assistance will also be held responsible in maintaining the units and adhere to property requirements as well. City Code Compliance officers also disseminate IFHMB pamphlets to residents that may benefit from their services.

Section 3 of HUD regulations requires that employment and other economic opportunities that receive HUD dollars provide to the greatest extent feasible, opportunities to low and moderate income persons. Residents that receive government assistance for housing are priority need recipients of the economic opportunities. These regulations are consistent with Federal, State, and local laws/ regulations.

Federally funded projects must have the HUD construction forms included with the contracts that are as part of the bid packages. Contractors are required to adhere to federal equal opportunity employment, affirmative action, Davis-Bacon, prevailing wages, small businesses, women-owned businesses, and other Disadvantaged Business Enterprise (DBE) requirements that coincide with equal opportunity. Payroll certifications are also required to be submitted to the City for all construction contracts.

Cathedral City will make it a priority as part of the updated Citizen Participation Plan to contact community organizations, churches, special interest groups, social service agencies, and any other organization when soliciting public comments for participation in community planning projects and activities. Records such as public notices, invitations, and sign-in sheets will be maintained at the City to show that the City is making a broad effort to encourage community participation.

Section 3 requires that employment and economic opportunities funded by HUD be feasible, consistent with Federal, State and local laws, assist very low and low income persons, and provide economic opportunities to very low and low income persons within the community. Every effort to achieve these results will be made and kept at the City.

Cathedral City

Agenda Report

File #: 2016-319 **Item No:** 2.C.

Housing Successor Agency

MEETING DATE: 8/24/2016

TITLE:
Exclusive Right to Negotiate with Urban Housing Communities for Land Located on Landau Blvd between Vega Road and Elizabeth Road

FROM:
Tami E. Scott, Administrative Services Director

RECOMMENDATION:
Staff recommends the City Council authorize the City Manager to execute an Exclusive Right to Negotiate on behalf of the Housing Successor Agency with Urban Housing Communities through June 30, 2018, for the exploration of a Veteran's Housing Project on vacant land on Landau between Vega Road and Elizabeth Road consisting of approximating 9 acres (APN's: 678-060-001 through 005 and 678-060-049 through 053).

BACKGROUND:
The Housing Successor Agency owns ten parcels of vacant land located on Landau Boulevard between Vega Road and Elizabeth Road that are approximately nine acres in size, rectangular in shape and easily accessible by Landau. The site is adjacent to public transportation and is zoned R-1. This is the most readily developable larger site owned by the Housing Successor Agency.

Staff has been approached by Urban Housing Communities ("UHC"), an experienced affordable housing developer, who desires to construct an affordable Veterans housing project of approximately 60 units on at least a portion of the site. In order to apply for the various funding sources that may be required to make this project a reality, UHC needs to provide evidence of site control. According to UHC, having an Exclusive Right to Negotiate ("Agreement") with the Housing Successor Agency would be adequate for this purpose. Entering into such an Agreement would commit the Housing Successor to only exploring development scenarios on this site with UHC during the period of the Agreement. The Agreement would acknowledge that the Housing Successor may be required to contribute this land as one source of project financing but that other funding sources will also have to be identified and secured. It will be the obligation of UHC to identify and apply for funding sources and UHC will have to provide evidence of having secured financing as part of the business terms that would be included in any future Disposition and Development Agreement ("DDA") that would have to be prepared and considered by the City Council in a future public hearing. In order to have adequate time to explore and receive funding awards and negotiate the terms of a potential DDA,

UHC desires that this Agreement must run through June 30, 2018. UHC is currently exploring, as one source of financing, applying for Veterans Affairs Supportive Housing (VASH) vouchers which, if successful, would be a significant step in securing project financing.

DISCUSSION:

UHC has submitted two potential financing scenarios for their proposed project, one of which is for 59 Veterans units plus a manager's unit to be funded from Federal 4% tax credits, VASH funding (Veterans Affairs Supportive Housing), State tax credits and a contribution from Home Depot. Both of the financing scenarios submitted indicate a need for additional funding from local or other unidentified sources in addition to the contribution of land. As such, other funding sources need to be identified that can be successfully layered so that the requirements of each funding source can be achieved without conflict. One potential additional financing source may be an award of State HOME funds, which is a competitive process.

Additionally, the site is currently zoned R-1 ("Single-Family Residential"). According to our Community Development Department, development of a 60-unit multi-family project on this site will require both a General Plan Amendment and a zone change. The minimum time to accomplish this is anticipated to be 120 days from date of application. Obtaining land use entitlements, to include a General Plan Amendment and zone change if necessary, would be the obligation of UHC, although this would not have to be accomplished unless funding sources are identified and a future Disposition and Development Agreement is negotiated and approved at a public hearing.

Entering into this Exclusive Right to Negotiate does not commit the Housing Successor Agency or City Council to approving a future Disposition and Development Agreement. Instead, it merely prohibits the City from negotiating with any other potential developers or from disposing of this site during the term of the Agreement. By entering into this Agreement, UHC is then comfortable in committing the staff time and effort needed by them to explore development and financing scenarios and to complete the numerous, lengthy and complicated applications required by the various affordable housing funding sources.

FISCAL IMPACT:

This particular site is not subject to any assessments or LLC's, so the Housing Successor's carrying costs during the time of the Agreement would be limited to weed abatement, removal of dumped items and potentially dust control. The Housing Successor does have an obligation to provide affordable units and this is the most likely Housing Successor site for a project.

ATTACHMENTS:

None

powered by Legistar™

Cathedral City

Agenda Report

File #: 2016-321 **Item No:** 2.D.

City Council

MEETING DATE: 8/24/2016

TITLE:
Contract with Graffiti Protective Coatings, Inc. for Graffiti Abatement Services

FROM:
Pat Milos, Community Development Director

RECOMMENDATION:
Staff recommends the City Council approve a two-year service contract with two one-year extension options with Graffiti Protective Coatings, Inc. (GPC) to provide graffiti abatement services and authorize the City Manager (or designee) to execute the contract.

BACKGROUND:
The City of Cathedral City completed a one year pilot program with Graffiti Protective Coatings Inc.to provide abatement support services to mitigate graffiti and reduce this expense. The program resulted in the timely removal of graffiti, including optimum paint and surface blending, mitigation reporting and tracking. The cost of the program for the pilot year was $15.80 per incident. During the 10 month period from September 2015 to June 2016, the company removed 4,190 graffiti tags at a total cost of $66,201.60.

DISCUSSION:
Graffiti Protective Coatings (GPC) is located in Southern California and has over 1,000 municipalities, government agencies and private clients. GPC's definition of professional abatement is a technique that leaves no traces of past vandalism. GPC also provides a minimum 98% color match quality to restore color on permeable surfaces.

GPC has a proactive zero-tolerance approach to graffiti abatement through constant patrol of the service area and provides a 24 hour, seven day a week response based on requests received from City Staff and residents through the City's graffiti hotline. In addition, GPC provides a 60 minute or less response to emergencies.

GPC agrees to keep the charge for graffiti mitigation at $15.80 per incident for the term of the contract.

FISCAL IMPACT:

Cathedral City budgeted $116,829 for Fiscal Year 2016 -2017 for graffiti abatement services from the General Fund. Approval of the recommended action will be for an amount not to exceed $100,000 annually.

ATTACHMENTS:

Attachment No. 1: GPC Agreement

AGREEMENT FOR SERVICES

By and Between

THE CITY OF CATHEDRAL CITY,
a municipal corporation

and

GRAFFITI PROTECTIVE COATINGS, INC.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
GRAFFITI PROTECTIVE COATINGS, INC.

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2016 by and between the City of Cathedral City, a municipal corporation ("City") and Graffiti Protective Coatings, Inc., a California corporation ("Service Provider"). City and Service Provider are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Service Provider, following submission of a quote 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. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Services Agreement.

D. The Parties desire to formalize the selection of Service Provider 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.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement shall be effective as of the date in the opening paragraph of this Agreement, and shall terminate August 30, 2018. This term may be extended for two additional one-year periods on the same terms and conditions with the written consent of both parties.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Service Provider agrees to perform the services set forth in Exhibit "A" "Scope of Services" (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 Exhibit "A." Should the Services not be completed pursuant to that schedule, the Service Provider 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 Service Provider to continue performing the Services.

SECTION 2. ADDITIONAL SERVICES.

Service Provider 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 26 "Administration and Implementation" or Section 28 "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 3. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed eight-thousand three-hundred and thirty-three dollars and thirty three cents ($8,333.33) per month, unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement..

(b) Each month Service Provider shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Service Provider 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 Service Provider for correction and resubmission.

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

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

SECTION 4. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Service Provider's work under this Agreement, either during performance or when completed. City shall reject or finally accept Service Provider's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Service Provider'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 Service Provider's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 5. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider 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 Service Provider. Upon completion, expiration or termination of this Agreement, Service Provider shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

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 Service Provider in the course of providing the Services pursuant to this Agreement, Service Provider's guarantees and warranties in Section 9 "Standard of Performance" 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 6. SERVICE PROVIDER'S BOOKS AND RECORDS.

(a) Service Provider shall maintain any and all documents and records demonstrating or relating to Service Provider's performance of the Services. Service Provider 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 Service Provider 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 Service Provider'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 Service Provider'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 7. INDEPENDENT CONTRACTOR.

(a) Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Service Provider 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 of Service Provider shall at all times be under Service Provider'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 Service Provider or any of Service Provider's officers, employees, or agents except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Service Provider, nor any of Service Provider'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. Service Provider expressly waives any claim Service Provider may have to any such rights.

SECTION 8. STANDARD OF PERFORMANCE.

Service Provider 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. Service Provider 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, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Service Provider under this Agreement. 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 Service Provider'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.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider 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. Service Provider 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 Service Provider to comply with this section.

SECTION 10. PREVAILING WAGE LAWS

It is the understanding of City and Service Provider 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 work performed on public buildings, facilities, streets or sewers done under contract and paid for 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 11. NONDISCRIMINATION.

Service Provider 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 12. UNAUTHORIZED ALIENS.

Service Provider 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 Service Provider 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, Service Provider 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 13. CONFLICTS OF INTEREST.

(a) Service Provider 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 Service Provider's performance of the Services. Service Provider 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. Service Provider 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 understands and acknowledges that Service Provider 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. Service Provider 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.

(c) City understands and acknowledges that Service Provider 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 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Service Provider in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Service Provider. Service Provider 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) Service Provider, 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 Service Provider gives City notice of such court order or subpoena.

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

(d) Service Provider shall promptly notify City should Service Provider , 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 Service Provider or be present at any deposition, hearing or similar proceeding. Service Provider agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Service Provider. 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 15. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Service Provider's services, to the fullest extent permitted by law, Service Provider 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 liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or sub-contractors of Service Provider, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider or by any individual or entity for which Service Provider is legally liable,

including but not limited to officers, agents, employees or sub-contractors of Service Provider.

(c) Indemnification from Subcontractors. Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider 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 Service Provider and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(e) 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 16. INSURANCE.

Service Provider 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. Service Provider agrees to provide City with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Service Provider 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 Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any

of Service Provider'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 20 "Termination of Agreement." City acknowledges, however, that Service Provider, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors, if any, assigned to perform the Services. Service Provider shall notify City of any changes in Service Provider's staff and sub-contractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 19. 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 Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress.

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

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

(d) Upon termination of this Agreement by either Service Provider or City, all property belonging exclusively to City which is in Service Provider's possession shall be returned to City. Service Provider shall furnish to City a final invoice for work performed and expenses incurred by Service Provider, 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 20. DEFAULT.

In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider 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 Service Provider 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 Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Service Provider'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 21. EXCUSABLE DELAYS.

Service Provider 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 Service Provider. 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 22. 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 Service Provider in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: City Manager
9701 Las Tunas Dr.
Cathedral City, CA 91780

To Service Provider: _____
_____
_____
_____

Notice shall be deemed effective on the date personally 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 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this

Agreement and to bind Service Provider to the performance of its obligations hereunder.

SECTION 25. 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 28 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 26. BINDING EFFECT.

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

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider 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 28. 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 Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. 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 Los Angeles, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

SECTION 30. 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 31. 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 Service Provider 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 32. 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).

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

SECTION 33. 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:

By: _____
Charles P. McClendon
City Manager

By: _____
Tami Scott, Risk Manager

Graffiti Protective Coatings, Inc.

By: _____

Barry Steinhart, President

ATTEST:

By: _____
Gary F. Howell, City Clerk

APPROVED AS TO FORM:

By: _____
Eric Vale, City Attorney

NOTE: SERVICE PROVIDER'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 SERVICE PROVIDER'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 LOS ANGELES)

On _____, 20__, 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

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 LOS ANGELES)

On _____, 20__, 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

The project is citywide. The proposed services include graffiti removal pursuant to the terms of Service Provider's Proposal for Graffiti Abatement Services, attached as Exhibit "D" to the Agreement.

Tasks included for the graffiti abatement services are more particularly described and in the proposal dated August 3, 2015.

The Service Provider shall provide Graffiti Abatement Services for the Fiscal Years 2016 / 2017 and 2017/2018.

EXHIBIT "B"
COMPENSATION

SCHEDULE OF CHARGES

The Graffiti Protective Coatings, Inc. shall provide Graffiti Abatement Services for the Fiscal Year 2015 - 2016 not to exceed contract amount as listed below.

1. The total amount invoiced to the City shall not exceed $8,333.33 per month.

2. GPC will provide all work identified in the proposal for a flat fee of $15.80 per site cleaned.

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Service Provider 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 Service Provider, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Service Provider shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Service Provider and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Service Provider's profession. 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 Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. 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 set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

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

1. All Policies. 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.

2. Commercial General Liability and Automobile Liability Coverages.

(1) 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 Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. 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.

(2) Service Provider’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, Service Provider’s insurance.

(3) Service Provider’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.

(4) 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.

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 Service Provider.

C. Other Requirements. Service Provider 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 Service Provider 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. Service Provider shall furnish certificates and endorsements from each subcontractor identical to those Service Provider 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 Service Provider 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 Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

GRAFFITI PROTECTIVE COATINGS, INC.
PROPOSAL FOR GRAFFITI ABATEMENT SERVICES

August 3, 2015

SUBMITTED TO:

Pat Milos

Community Development Director

City of Cathedral City

68-700 Avenida Lalo Guerrero

Cathedral City, CA 92234

SUBMITTED BY;

GRAFFITI PROTECTIVE COATINGS, INC.
419 N LARCHMONT BLVD. # 264
LOS ANGELES, CA 90004
(323) 464-4472
FAX (323) 656-3579

Qualifications

Company Information
Graffiti Protective Coatings, Inc. (GPC), a California corporation, is a graffiti abatement company created in 1991. The founders of GPC, who were students at University of Southern California, had researched and improved upon various graffiti removal techniques and products from around the world after having created an award winning business plan for an entrepreneur class. GPC was then created and the University became the company's first significant client. After just one year GPC had saved the University over $100,000 (50% cost reduction), dramatically improved the appearance of the campus, and gained credibility for the start-up company. GPC's contract with the University is still in place after 24 years and has been expanded many times.

The company centered on a formula of constant research and development in techniques, equipment, and products as well as a highly skilled well paid labor force of problem solving, ever improving, and self motivated individuals. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow.

GPC and its related companies have over 1,000 public and private clients and presently clean over 500,000 locations and 16,000,000 square feet of graffiti annually in three states. Required California State Contractor's License number is 672447, consisting of a C-33 and D-38.

GPC's equipment set-up is designed exclusively for graffiti abatement. GPC's proprietary methods and products are vastly superior to all industry standards. Field staff is trained thoroughly in all graffiti removal techniques and situations. Office staff customizes and develops sophisticated yet user-friendly data compilation for the customers. Management understands communication, priorities, follow through, and the importance of exceeding the customer's expectations.

GPC has extensive dealings with large government agencies and understands processes, procedures, work volume, documentation, and invoicing requirements associated with these customers. GPC can handle graffiti contracts of all sizes.

GPC has three types of clients for graffiti abatement. These include municipalities, government agencies, and private customers.

GPC can remove graffiti from *any surface* leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 90 minute or less response to emergency service requests, proactive zero-tolerance patrols, and always exceeding the specifications of the scope of work.

GPC is available to City of Cathedral City (City) staff 24 hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff and City Project Manager (CPM).

GPC's services will benefit the City of Cathedral City in the following areas:

Experience
GPC has been successfully providing graffiti abatement services to agencies as large as Cathedral City or larger. GPC understands the financial, management, and staff requirements to make this project successful.

Equipment
GPC currently possesses all the equipment needed for this project. The equipment is customized and designed specifically for graffiti abatement methods and techniques.

Staff
GPC staff are well qualified and experienced in graffiti removal. Staff understands the expectations of their contracts and will seek to not only meet but also exceed those expectations.

Techniques
GPC has created and mastered the methods and techniques of professional graffiti removal. GPC defines professional graffiti abatement as removal that leave no traces of past vandalism.

Documentation
GPC understands the City's documentation requirements for this contract. GPC is offering its App-Order system to the City so that it can monitor, input, and retrieve work orders with photos over the web in real-time. In addition, the City will receive its own app on the IOS and Android platform at no additional cost.

Communication
GPC is available to the City staff 24 hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff.

Consistency
GPC provides reliable competent service on every work order that it completes. GPC staff all understand that one poorly completed work order can jeopardize the reputation and customer trust that can sometimes take years to develop.

There is no better indicator of future success than past performance, and GPC stands behind its 24-year history of providing exceptional service and workmanship in the field of graffiti abatement.

Work Plan/ Technical Description

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Cathedral City to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to: all streets, sidewalks, private and city owned property, parks, civic center, upper level locations, and all objects in the City Right of Way.

Schedule of work (days, times, etc.)

GPC is planning a schedule of seven days per week for a minimum of 1 truck for the City of Cathedral City. Holiday and Special Event work will also be scheduled. GPC will provide additional vehicles as needed, when needed.

Identification of Work

GPC will be responding to City staff requests, app requests, hotline calls, and proactive patrols of areas assigned by City staff. GPC will meet with City staff as requested to discuss work orders, schedules, and areas to be maintained.

Assignment of Work

GPC prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "hot spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their City/zone creating higher quality. GPC will provide the City its App-Order software and a smartphone app equipped with the App-Order manager's app to City staff for instant and easy communication.

Daily, GPC will complete all service requests within 24 hours. This portion of the work plan is referred to as Reactive Work. Additionally, GPC will patrol and clean target areas listed as main thoroughfares and parks three times per week. This portion of the work plan is referred to as Proactive Work. The free app exclusive for City residents will assist GPC staff in quickly identifying other graffiti within the City such as at the beaches or on trails that can only be reached by foot.

GPC's Cathedral City lead service technician, upon request, will check in with City staff at a specified time to review service requests and overall operations. City staff can monitor and manage work orders via the web or on the provided manager's smartphone app.

GPC custom color matches all buildings to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. Therefore, our touch-ups will always be 100%

accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. Many buildings are repeatedly tagged and would be damaged if quality of the removal does not account for the repeated volume, therefore GPC takes special care to properly prep all surfaces and then professionally apply only high quality finishes. GPC will not use recycled paint on private or city owned property since it does not meet GPC or resident expectations.

Additional Work and Emergencies
GPC knows from experience, the City will receive special event requests and emergency calls. GPC performs these services at no additional charge.

Response Time
GPC will be available to the City 24 hours a day, 365 days a year. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than 90 minutes. Emergency number is (323) 464-4472.

1) **Emergencies**- less than 90 minutes
2) **Routine**- clean immediately upon spotting graffiti
3) **Citizen or City reported incidents**- less than 2 hours from notification during normal working hours, never more than 8 working hours

Equipment to be provided within contract
GPC trucks for the City of Cathedral City will be a mix of new or late model long bed heavy duty pick-ups. ***All*** trucks are fully equipped and self-contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,000 psi 5gpm hot water pressure washers, water tanks, water recovery units, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, and pressure washer hose reels. GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Mounted on the trucks are dual strobe lights and arrow sticks. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs.

All GPC trucks for the City will always be fully equipped for all types of graffiti removal. There will be no need or delay for additional equipment.

Technology

GPC provides its ***App-Order*** system at no additional charge. GPC has spent over $1,000,000 on its software system and has a full-time staff dedicated to software customer service for GPC customers. This electronic work order system is a green solution to work order management. The real-time web based software system creates tremendous efficiencies and significant cost savings for GPC and the City. The City is able to dispatch, route, and monitor work orders real-time via the web. The technicians are able to directly submit work order number, police report number, cost, surface type, street number and name, longitude and latitude, method, square

footage, name and phone number of reporter, day and time job was both created and completed, and before/after photos with URLs electronically in real-time to the City. System recognizes and records the technicians name and tracks work order response times. GPC provides all software, web service, maintenance, and support at no additional cost.

Included, GPC will provide the City if requested its own branded app on the App Store and Android Marketplace that Cathedral City residents use to report graffiti and other issues using their smartphones. Photos and GPS data from smartphone requests electronically feed into the web based system where it is electronically directed to GPC field staff. A seamless web link is also included that allows residents to submit their requests from the City's website. Work orders are closed electronically in real-time with corresponding electronic notification of job status sent to the resident. Features include customized electronic response to citizen requests with before and after photographs as well as a link to an electronic survey. Survey lets residents rate the quality of services provided as well as the response time. Completed surveys are electronically sent in real-time to designated City staff.

The system is role based and is user friendly. City staff can print current and real-time custom reports and graphs within seconds on-line. ***App-Order*** shows in real-time open/closed work orders, response time, billing, and reports. It also separates out costs for different surfaces, technicians, methods, and zones. Billing and reports can also be exported to excel spreadsheets in mere seconds. Law enforcement is provided passwords so they can map, search, and track vandal activity as well as get instant and real-time billing reports and photos for apprehended taggers.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software, so custom features can be easily added with no additional cost.

Staffing

The project manager for this contract will be Jesus Rodriguez. Jesus has been with GPC for 13 years. He is currently one of GPC's top rated field techs for the entire company, having won a recent multistate 3 day contest against other top tier staff. His standing as one of GPC's top technician is made more impressive in that GPC is a company of highly skilled fantastic and dedicated professionals that have established GPC as "best in class" in the graffiti removal industry.

Jesus speaks fluent English and Spanish. The benefit of a small community such as Cathedral City is that almost the entire community will get to know GPC staff and will see GPC working diligently every day. GPC staff's consistent quality, workmanship, and attention to detail will create the highest possible standards that are now the expectation. Residents can sense that GPC staff are seeking to make them happy and always wants to impress everyone with the quality of their work.

GPC has a 100pt training program for its service techs in which they receive a full year of training.

Key Personnel- Qualifications and Experience

Key personnel for this proposal are Barry Steinhart, Joni Sawyer, and Jesus Rodriguez. GPC has allocated some its best staff for this project. GPC also has the proper number of staff committed to this project to ensure high customer satisfaction.

Biographies:

- **Barry Steinhart-General Manager**
  419 N. Larchmont Blvd. #264
  Los Angeles, CA 90004
  (213) 591-1153/ Fax (323) 656-3579
  GPCLA@MSN.COM
  Barry has 24 years experience in graffiti removal and has a degree from the University of Southern California. He will be the project manager for this RFP. He was instrumental in the development of many of GPC's graffiti removal techniques, pioneered the use of sacrificial anti-graffiti coatings, and developed the company's zero-tolerance graffiti program. He created a simple system of field color matching and the 98% minimum color match program. Barry will be directly involved with all facets of this contract. The level of service and quality of work performed under Barry's leadership is outstanding. Barry works very hard to be responsive, consistent, detailed, professional, and exceptional. His history is verifiable and irrefutable and always wishes to be judged more by his actions over GPC's 24 year history of successful projects verified through references rather than by words on a piece of paper.

- **Joni Sawyer- Software Director of Operations**
  1094 E. Sahara
  Las Vegas, NV 89104
  (702) 686-0446/ Fax (800) 536-0963
  JONI@APP-ORDER.COM

  Joni is the former assistant General Manager of the company and now serves as Director of Operations for GPC's software company, App-Order. Joni will be the point of contact for the contract for software solutions. Joni has a degree from Ventura Community College. Joni emphasizes the company's culture of unprecedented customer service, which she brought with her after serving as store director of Tiffany and Co. in New York and store director of Harry Winston in Beverly Hills. GPC's president, Carla Lenhoff, has a business philosophy and goal of making GPC the apex in quality and service. Carla, who got her start on Rodeo Drive, had followed Joni's career for more than 22 years and once GPC had reached a size that could support her acquisition, Joni was added to GPC's staff.

- **Jesus Rodriguez- Asst. General Manager**
  419 N. Larchmont Blvd. #264
  Los Angeles, CA 90004
  (323) 464-4472/ Fax (323) 656-3579
  GPCLA@MSN.COM
  Jesus has 13 years experience in graffiti removal. Jesus will be the project/field staff leader for the contract. Jesus provides a high level of workmanship and customer service. He has been the model of consistency. He will quickly become experienced with the City geography, residents, business owners, and City staff. The City cannot find a technician more proven or with a better understanding of the scope of services for this project than Jesus. Besides Jesus' excellent workmanship, his ability to interact with the public as a representative of both GPC and the City is invaluable and was why he was chosen specifically for this project.

Cost

GPC will provide all Reactive and Proactive Work as identified in this proposal for a flat fee of $15.80 per site cleaned.

Conclusion

GPC has always provided the highest quality services at low prices. GPC provides consistency and maintains the highest possible standards, exceeding and creating very high expectations.

There is no better indicator of future success than past performance.

Approved by Carla Lenhoff, President 8/3/15

Cathedral City

Agenda Report

File #: 2016-322 **Item No:** 2.E.

City Council

MEETING DATE: 8/24/2016

TITLE:
Designation of a Voting Delegate and Alternate for the League of California Cities Annual Business Meeting on October 7, 2016.

FROM:
Tracey Martinez, CMC
Deputy City Clerk

RECOMMENDATION:
Staff recommends the City Council adopt a resolution designating Mayor Stanley E. Henry as the Voting Delegate and Mayor Pro Tem Gregory Pettis as the Alternate Voting Delegate to represent Cathedral City at the League of California Cities Annual Business Meeting, which will be held October 7, 2016.

BACKGROUND:
Cathedral City is a member of the League of California Cities. Each year the League holds an Annual Conference. This year the Conference will be held October 5 - 7, 2016, in Long Beach at the Convention Center.

DISCUSSION:
An important part of the Annual Conference is the Annual Business Meeting which will be held on Friday, October 7, 2016 at noon at the Long Beach Convention Center. At this meeting, the League membership will consider and take action on resolutions that establish League policy. In order for Cathedral City to vote at the Annual Business Meeting, Council must designate a voting delegate and up to two alternates.

Procedures have been established that are intended to ensure the integrity of the voting process at the Annual Business Meeting and are attached in the letter dated June 10, 2016 (Attachment A). As indicated in the letter and consistent with the League bylaws, it is requested that the City Council, by resolution, designate a voting delegate and alternates to represent the City at this meeting. This resolution must be submitted to the League no later than September 23, 2016, ensuring adequate

time to establish voting delegate/alternate records prior to the conference. The voting delegate and alternates must be registered to attend the conference. Currently the Mayor, Mayor Pro Tem, and Councilmembers Kaplan and Aguilar are registered to attend the Conference.

Generally the Mayor is designated as the Voting Delegate and it would be appropriate to designate the Mayor Pro Tem as the alternate. It is staff's recommendation to designate Mayor Henry as the voting delegate and Mayor Pro Tem Pettis as the alternate voting delegate to represent Cathedral City at the Annual Business Meeting scheduled to be held on Friday, October 7, 2016. Attached for Council's consideration is a Resolution (Attachment B) which includes these designations and will satisfy the League's requirements enabling Cathedral City to participate in the Annual Business Meeting.

FISCAL IMPACT:
There is no fiscal impact with this action.

ATTACHMENTS:
A. Letter from the League of California Cities

B. Resolution appointing a Voting Delegate and Alternate for the League of California Cities Annual Business Meeting.

1400 K Street
Sacramento, CA 95814
ph: (916) 658-8200
fx: (916) 658-8240

RECEIVED
JUN 27 2016
CITY MANAGER

LEAGUE OF CALIFORNIA CITIES

WWW.CACITIES.ORG

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DESIGNATING A VOTING DELEGATE AND ALTERNATE VOTING DELEGATE REPRESENTING CATHEDRAL CITY AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING TO BE HELD ON OCTOBER 7, 2016

WHEREAS, the League of California Cities ("League") will be holding its 2016 Annual Conference from October 5, 2016 to October 7, 2016, at the Long Beach Convention Center; and

WHEREAS, the League's Annual Business Meeting will be held on Friday, October 7, 2016 at noon during the General Assembly of the Annual Conference; and

WHEREAS, in order for Cathedral City to participate in the 2016 Annual Business Meeting, the League bylaws require the City Council to designate a voting delegate and up to two alternate voting delegates by resolution; and

WHEREAS, the City Council desires to designate a voting delegate and an alternate voting delegate to represent Cathedral City at the Annual Business Meeting to be held on October 7, 2016;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Mayor Stanley E. Henry is hereby designated as the Voting Delegate representing Cathedral City at the Annual Business Meeting to be held on October 7, 2016.

SECTION 2. Mayor Pro Tem Gregory Pettis is hereby designated as the Alternate Voting Delegate representing Cathedral City at the Annual Business Meeting to be held on October 7, 2016.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of resolutions.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council for the City of Cathedral City held on this 24th day of August, 2016.

_____
Stanley E. Henry, Mayor

ATTEST:

_____
Gary F. Howell, City Clerk

APPROVED AS TO FORM:

_____
Eric Vail, City Attorney

I, GARY F. HOWELL, CITY CLERK of the City of Cathedral City, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Cathedral City held on the 24th day of August, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Gary F, Howell, City Clerk

Cathedral City

Agenda Report

File #: 2016-327 **Item No:** 2.F.

City Council

MEETING DATE: 8/24/2016

TITLE:
Agreement for the installation of a Photovoltaic Carport System at the Civic Center

FROM:
Tami Scott, Administrative Services Director

RECOMMENDATION:
Staff recommends the City Council authorize the City Manager to execute a Power Purchase Agreement to develop a photovoltaic carport system in the civic center parking lot at a cost of $.1487kWh produced for 25 years.

BACKGROUND:
During the City Council's goal setting session earlier this year, staff was directed to explore the feasibility of a photovoltaic carport system at multiple locations on city owned property. At the June 29, 2016 Council meeting staff was directed to move forward with the project at the Civic Center only. On July 13, 2016 Council approved expanding the agreement to include taking over the existing solar system on the parking garage, however there is inadequate data available on our existing system to move forward with that expanded agreement at this time.

DISCUSSION:
Staff developed and completed a request for proposal ("RFP") during the month of April. The RFP was independently emailed to 26 potential providers as well as advertised and publicly noticed. Staff received four (4) responsive bidders to the RFP, which were Borrego Solar, NexTera Energy, Renova Solar and Stronghold Engineering. A maximum scoring system of 130 was developed based on project development, design and construction experience, project financing, material supply, operations and maintenance experience, rebate processing, Renewable Energy Credit ("REC") experience, energy production assurance, monitoring capabilities, team organization and qualifications, system design, performance projections, guarantees and warrantees, project schedule; and, a 10% add-on for an organization located in the Coachella Valley. The high scorer was Borrego Solar.

Borrego Solar has been in business since 1980 and is the 2nd largest provider of photovoltaic solutions in the United States. Borrego provides complete in-house services to include design,

engineering, construction, financing, maintenance and operations. Borrego is a California Corporation headquartered in San Diego, CA and holds a California State General Contractors B license, C10 Electrical license and a C46 Solar license. Borrego has completed over 1100 projects totaling more than 220MW of solar installations of ground mount, carport and roof mounted systems. Borrego specializes in large scale, multi-site projects for schools, local and state governments, water agencies, IPP's (Independent Power Producers) like Southern California Edison and investor owned utilities. Borrego offered the best package, the most efficient panels and was the only vendor to physically inspect all the potential facilities.

To move forward, a Power Purchase Agreement ("PPA") will need to be developed to reflect ownership, maintenance and operations as the responsibility of Borrego. If, at a future date the conditions exist where Borrego can take over the existing system, an amended agreement will be brought back to Council.

FISCAL IMPACT:

Completing a PPA for the new system, will be at a rate not to exceed $.1486kWh creating a net present value savings of approximately $302,450 over 25 years.

ATTACHMENTS:

None

Cathedral City

Agenda Report

File #: 2016-329 **Item No:**

City Council

MEETING DATE: 8/24/2016

TITLE:
Purchase of Two Pre-Owned Law Enforcement Motorcycles

FROM:
George Crum, Chief of Police

RECOMMENDATION:
Staff recommends that the City Council approve the purchase of two, pre-owned 2009 Honda ST1300 law enforcement motorcycles from the City of Beaumont for the total purchase price of $15,000 pursuant to Cathedral City Municipal Code Section 3.12.270.G

BACKGROUND:
Due to budgetary difficulties over the last several years, the City of Beaumont decided to eliminate the Motorcycle Traffic Division of the Beaumont Police Department. The City of Beaumont is currently selling two fully equipped, low mileage law enforcement touring motorcycles at below suggested retail value that were previously a part of that Traffic Division.

Currently, the Cathedral City Police Department (CCPD) Motorcycle/Traffic Division (re-established in 2015 with the assistance of a 2015 Agua Caliente Band of Cahuilla Indians donation towards the costs of re-implementing the Division) consists of two, full-time Police Officers with a third Motor Sergeant overseeing the Division and providing field time when necessary and for special events. The CCPD motorcycle fleet currently consists of two, 2012 Kawasaki motorcycles, which the two Officers ride, and two, 2006 BMW motorcycles, one of which is basically inoperable due to continual costly maintenance issues and one used sporadically by the Sergeant and intentionally kept operational in order to not “seize” mechanical components.

DISCUSSION:
Keeping four motorcycles in the motorcycle fleet allows for three Officers to be in the field, and one motorcycle on hand as a replacement or spare motorcycle should one of the three be down for repairs or temporarily inoperable for any other reason. Because of the continual and costly maintenance issues plaguing both of the BMW motorcycles, it would be in the best interest of the

Department to replace these with the Honda motorcycles and use the proceeds from selling the BMW's at auction, to offset the cost of the Honda's purchase.

The Motorcycle/Traffic Division is a viable and necessary component of the Cathedral City Police Department, and has far exceeded the expectations that were imposed in re-establishing this Division, and it is the hope of this Department to expand this Division of CCPD in the future.

Pursuant to Cathedral City Municipal Code 3.12.270.G, secondhand, previously owned, demonstrator, "executive cars," or used merchandise may be purchased without competitive bidding under procedures established by the city manager which assure that a variety of sources are considered, when feasible. For any proposed purchase, the cost of which will be in excess of five thousand dollars, approval of the utilization of such process by the City Council shall be required in advance.

Attached is the advertisement flyer issued by the City of Beaumont, providing a full description of the two, 2009 Honda ST1300 motorcycles

FISCAL IMPACT:
The total cost of the fully-equipped motorcycles will be expensed to the Equipment Replacement Fund in the amount of $15,000.00, plus sales tax and fees associated with the title transfer process, with an offset of revenue derived from the sale of the BMW motorcycles.

ATTACHMENTS:
City of Beaumont Advertisement Flyer

EQUIP. REP. FUND

Police Department

City of Beaumont

660 Orange Avenue
Beaumont, CA 92223-2253
Phone: (951) 769-8500 Fax: (951) 769-8506

FOR SALE:

Two (2) 2009 Honda ST1300 Law Enforcement Motorcycles with low mileage.
Contact Sergeant Chris Ramos at 951-572-3394

MC-1	Asking Price $8,000
VIN:	JH2SC51769K600202
Cylinder:	4 - (1300 Cubic Centimeters)
Fuel Type:	Gas
Color:	White
Mileage:	32526 (Approx.)
	Heated handgrips
	Windshield
	Hard side bags/Compartment
	Lights and Siren
	Shotgun Rack with lock
	Lidar Pro-Laser III holder
	Flashlight and Roll-a-Tape holder
	Running

MC-2	Asking Price $8,000
VIN:	JH2SC51779K600211
Cylinder:	4 - (1300 Cubic Centimeters)
Fuel Type:	Gas
Color:	White
Mileage:	29018
Heated handgrips	
Windshield	
Hard side bags/Compartment	
Lights and Siren	
Shotgun Rack with lock	
Lidar Pro-Laser III holder	
Flashlight and Roll-a-Tape holder	
Running	

Cathedral City

Agenda Report

File #: 2016-312 **Item No:** 4.A.

City Council

MEETING DATE: 8/24/2016

TITLE:
Funding Request from the Cathedral City Senior Center

FROM:
Charlie McClendon, City Manager

RECOMMENDATION:
Staff recommends the City Council approve the annual funding agreement with the Cathedral City Senior Center for FY 16-17 in the amount of $50,000; approve an additional one-time request for $50,000 and the required budget amendment; and approve forgiveness of the loan made by the City to the Senior Center in 2015.

BACKGROUND:
At the May 27, 2015 study session the Cathedral City Senior Center's President, Paul Padilla, and Interim Executive Director, Peter Rittenhouse, made a presentation to the City Council regarding the services that the Senior Center provides and some of the financial challenges it was facing at that time.

The City Council subcommittee assigned to the matter developed a funding proposal, which was subsequently approved by the full Council on June 22, 2015. The approved agreement included the following provisions:

1. The City will make an annual contribution of $50,000 to the Cathedral City Senior Center on an ongoing basis. This amount is included in the current FY 16-17 budget from a combination of General Fund and CDBG sources. During his report to Council on July 13, 2016 Executive Director Bob McKechnie indicated that the Senior Center would likely request an additional one-time contribution for FY 16-17 as they continue with the steps already in progress to return the agency to financial stability. The request for FY 16-17 is for an additional $50,000.

2. The agreement also authorized a one-time $50,000 loan to the Senior Center, which was made during the FY 14-15 fiscal year. The loan was to be repaid without interest at the rate of $10,000 per year for five years. As an incentive to improve fundraising, if contributions from individuals, grants, foundations and other sources exceed $60,000 in the fiscal year prior to

the date the loan repayment is due, $5,000 of the $10,000 payment is to be forgiven for that year. If contributions exceed $75,000, the entire $10,000 payment for that year will be forgiven. It appears that the $75,000 threshold was met to have the repayment forgiven for the current fiscal year as the Senior Center raised over $75,000 from those sources during FY 15-16. During his report to Council on July 13, 2016 Executive Director Bob McKechnie requested forgiveness of the entire balance noting that having the loan on the books is a negative factor for some potential grantors or donors.

3. The Cathedral Center will be required to provide quarterly reports to the City, which include detailed information on the Center's financial status, fundraising progress, operational data, and strategic plan progress. The Senior Center has provided regular updates to Council through a series of study session presentations by both the former and present Executive Directors.

4. The City Council will be authorized to appoint one ex-officio member to the Cathedral Center's Board of Directors. CM Kaplan has been serving as the City's board appointee.

FISCAL IMPACT:

The budget for the current fiscal year (FY 16-17) includes $50,000 from a combination of General Funds and CDBG funds. If an additional one-time contribution of $50,000 is authorized that would have to come from fund balance and a budget amendment will need to be approved.

ATTACHMENTS:

Cathedral City Senior Center request letter including operating statistics
Senior Center budget for FY 16-17
Senior Center budget to actual report for FY 15-16

The Cathedral City Senior Center

2016-17 Budget

Income

Public Support	$	50,000.00
Foundation Grants	$	25,000.00
Donations	$	10,000.00
Facility Rental	$	18,000.00
Events and Activities	$	22,000.00
Business Memberships	$	15,000.00
Individual Memberships	$	20,000.00
	$	**160,000.00**

Expenses

Salary: Director	$	36,000.00
Salary: Operations	$	30,000.00
W/C	$	6,500.00
Payroll Processing	$	240.00
Accounting	$	6,000.00
Public Relations	$	4,800.00
Merchant Fee	$	900.00
Insurance	$	6,400.00
Food Pantry	$	6,000.00
Food Pantry:Other	$	1,200.00
Coffee	$	1,800.00
Fuel for Van	$	420.00
Equipment Rental: Copier	$	4,548.00
Equipment Rental: Postage Machine	$	986.00
Copies	$	4,200.00
Supplies: Center	$	1,200.00
Supplies: Office	$	900.00
Cleaning Service	$	10,200.00
Janitorial	$	1,200.00
Pest Control	$	432.00
Security System	$	420.00
Time Warner	$	2,900.00
Electric	$	9,000.00
Trash: Burrtec	$	1,322.00
Trash: Tierra del Sol	$	900.00
Rent: Tierra del Sol	$	2,632.00
Cash Flow/Emergency Reserve	$	18,900.00
	$	**160,000.00**

37171 West Buddy Rogers Avenue, Cathedral City, CA 92234
760-321-1548 www.cathedralcenter.org

1:53 PM

08/03/16

Accrual Basis

Cathedral Center

Profit & Loss Budget Performance

July 2015 through June 2016

	Jul '15 - Jun 16	Budget	Jul '15 - Jun 16	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4100 · PUBLIC SUPPORT (PUBLIC SUPPORT)					
SPONSORSHIP	0.00	0.00	0.00	0.00	0.00
4101 · Funding (FUNDING)					
Cathedral City	69,068.11	0.00	69,068.11	0.00	0.00
Rancho Mirage	12,561.50	0.00	12,561.50	0.00	0.00
Rancho Mirage SAF (Rancho Mirage SAF)	9,938.50		9,938.50		
SCE (Southern California Edison)	0.00	0.00	0.00	0.00	0.00
4101 · Funding (FUNDING) - Other	0.00	0.00	0.00	0.00	0.00
Total 4101 · Funding (FUNDING)	91,568.11	0.00	91,568.11	0.00	0.00
4102 · Grants (GRANTS)					
Agua Caliente-	8,500.00	0.00	8,500.00	0.00	0.00
Auen Foundation	0.00	0.00	0.00	0.00	0.00
Barnett Foundation (Barnett Foundation)	0.00	0.00	0.00	0.00	0.00
Bilhartz Desert Insurance	0.00	0.00	0.00	0.00	0.00
California Wellness	20,000.00	0.00	20,000.00	0.00	0.00
Cathedral City	0.00	0.00	0.00	0.00	0.00
Champion Volunteer Foundation	1,000.00	0.00	1,000.00	0.00	0.00
Coachella Valley Wellness	10,000.00	0.00	10,000.00	0.00	0.00
County of Riverside (Cnty of Riverside-Brd of Superv)	0.00	0.00	0.00	0.00	0.00
Desert Auxiliary	0.00	0.00	0.00	0.00	0.00
Lewis Operating Company (Lewis Operating Company)	0.00	0.00	0.00	0.00	0.00
Other Foundations (Other Foundations)	0.00	0.00	0.00	0.00	0.00
Rancho Mirage	0.00	0.00	0.00	0.00	0.00
Rotary Club (Rotary Club)	0.00	0.00	0.00	0.00	0.00
4102 · Grants (GRANTS) - Other	0.00	25,000.00	0.00	25,000.00	25,000.00
Total 4102 · Grants (GRANTS)	39,500.00	25,000.00	39,500.00	25,000.00	25,000.00
4103 · Donations (Donations)	36,358.67	10,000.00	36,358.67	10,000.00	10,000.00
4104 · In-Kind Donations (In-Kind Donations)	80.96	0.00	80.96	0.00	0.00
4100 · PUBLIC SUPPORT (PUBLIC SUPPORT) - Other	0.00	50,000.00	0.00	50,000.00	50,000.00
Total 4100 · PUBLIC SUPPORT (PUBLIC SUPPORT)	167,507.74	85,000.00	167,507.74	85,000.00	85,000.00
4200 · FUNDRAISING (FUNDRAISING)					
4205 · Center Program Events/Services (Center Program Events/Services)					
4205.11 · Room Rental (Room Rental)	18,653.00	18,000.00	18,653.00	18,000.00	18,000.00
4205.12 · Soda (Soda)	294.19	0.00	294.19	0.00	0.00
4205.14 · Awards Dinner (Awards Dinner)	0.00	0.00	0.00	0.00	0.00
4205.15 · Health Fair - Spring (Health Fair Spring)	0.00	0.00	0.00	0.00	0.00
4205.16 · Cooling Center (Cooling Center)	0.00	0.00	0.00	0.00	0.00
4205.17 · Mobile Pantry (Mobile Pantry)	7.00	0.00	7.00	0.00	0.00
4205.2 · Birthday Brunch (Birthday Brunch)	411.40	0.00	411.40	0.00	0.00
4205.3 · Brunch Donation (Brunch Donation)	36.00	0.00	36.00	0.00	0.00
4205.4 · Coffee (Coffee)	351.56	0.00	351.56	0.00	0.00
4205.5 · Copies (Copies)	0.00	0.00	0.00	0.00	0.00
4205.6 · Concert Tickets	2,775.00	0.00	2,775.00	0.00	0.00
4205.8 · Health Fair - Fall (Health Fair - Falll)	195.00	0.00	195.00	0.00	0.00
4205 · Center Program Events/Services (Center Program Events/Services) - Other	0.00	0.00	0.00	0.00	0.00
Total 4205 · Center Program Events/Services (Center Program Events/Services)	22,723.15	18,000.00	22,723.15	18,000.00	18,000.00
4209 · Fundraising Activities (Fundraising Activities)					
4209.4 Annual Appeal	485.00	0.00	485.00	0.00	0.00
4209.1 · Spaghetti Dinner (Spaghetti Dinner)	-15.00	0.00	-15.00	0.00	0.00
4209.2 · Gala (Harvest Moon Gala)	0.00	0.00	0.00	0.00	0.00
4209.3 · Rummage Sale (Rummage Sale)	5,388.95	0.00	5,388.95	0.00	0.00
Total 4209 · Fundraising Activities (Fundraising Activities)	5,858.95	0.00	5,858.95	0.00	0.00
Total 4200 · FUNDRAISING (FUNDRAISING)	28,582.10	18,000.00	28,582.10	18,000.00	18,000.00
4300 · OTHER SUPPORT (OTHER SUPPORT)					
Center Membership (Center Membership)	0.00	0.00	0.00	0.00	0.00
4302 · Memberships (Business Memberships)					
4302.1 · Corporate Membership (Corporate Membership)	4,400.00	15,000.00	4,400.00	15,000.00	15,000.00
4302.2 · Partner Membership (Partner Membership)	1,500.00	0.00	1,500.00	0.00	0.00
4302.3 · Associate Membership (Associate Membership)	0.00	0.00	0.00	0.00	0.00
4302.4 · Individual Membership (Individual Membership)	7,701.00	20,000.00	7,701.00	20,000.00	20,000.00
4302 · Memberships (Business Memberships) - Other	0.00	0.00	0.00	0.00	0.00
Total 4302 · Memberships (Business Memberships)	13,601.00	35,000.00	13,601.00	35,000.00	35,000.00

Cathedral Center
Profit & Loss Budget Performance
July 2015 through June 2016

	Jul '15 - Jun 16	Budget	Jul '15 - Jun 16	YTD Budget	Annual Budget
4303 · Activities Income (Activities Income)					
Acting (Acting)	0.00	0.00	0.00	0.00	0.00
Bus Passes (Bus Passes)	0.00	0.00	0.00	0.00	0.00
Classes (Classes)					
Balance	432.00	0.00	432.00	0.00	0.00
Boots & Squares	1,824.00	0.00	1,824.00	0.00	0.00
Crafting	18.00	0.00	18.00	0.00	0.00
English	520.24	0.00	520.24	0.00	0.00
Excel @ Yourself	266.00		266.00		
MAC Users	135.00	0.00	135.00	0.00	0.00
Round Dancing	1,017.00	0.00	1,017.00	0.00	0.00
Spanish	313.00	0.00	313.00	0.00	0.00
Square Dance	400.00	0.00	400.00	0.00	0.00
Voice	276.00	0.00	276.00	0.00	0.00
Classes (Classes) - Other	228.00	0.00	228.00	0.00	0.00
Total Classes (Classes)	5,429.24	0.00	5,429.24	0.00	0.00
Clubs (Clubs)					
Knit Club	121.00	0.00	121.00	0.00	0.00
Clubs (Clubs) - Other	6.00	0.00	6.00	0.00	0.00
Total Clubs (Clubs)	127.00	0.00	127.00	0.00	0.00
Exercise (Exercise)					
Ship Shape Seniors	1,087.40	0.00	1,087.40	0.00	0.00
Zumba Gold	16.00	0.00	16.00	0.00	0.00
Exercise (Exercise) - Other	36.00	0.00	36.00	0.00	0.00
Total Exercise (Exercise)	1,139.40	0.00	1,139.40	0.00	0.00
Games (Games)					
Bingo	4,202.50	0.00	4,202.50	0.00	0.00
Bridge	2,521.00	0.00	2,521.00	0.00	0.00
Bridge - Monday	1,801.06	0.00	1,801.06	0.00	0.00
Bridge - Party	1,192.00	0.00	1,192.00	0.00	0.00
Bridge - Supervised	264.00	0.00	264.00	0.00	0.00
Bridge - Wednesday	1,731.00	0.00	1,731.00	0.00	0.00
Bunco	919.50	0.00	919.50	0.00	0.00
Mahjong	545.70	0.00	545.70	0.00	0.00
Games (Games) - Other	91.00	0.00	91.00	0.00	0.00
Total Games (Games)	13,267.76	0.00	13,267.76	0.00	0.00
Health Fair - Fall (Health Fair - Fall)	425.00	0.00	425.00	0.00	0.00
Other Activities Income (Other Activities Income)					
Brunch (Brunch)	0.00	0.00	0.00	0.00	0.00
Other Activities Income (Other Activities Income) - Other	23.00	0.00	23.00	0.00	0.00
Total Other Activities Income (Other Activities Income)	23.00	0.00	23.00	0.00	0.00
Senoir Driving	50.00		50.00		
Services (Services)	0.00	0.00	0.00	0.00	0.00
4303 · Activities Income (Activities Income) - Other	13,230.66	22,000.00	13,230.66	22,000.00	22,000.00
Total 4303 · Activities Income (Activities Income)	33,692.06	22,000.00	33,692.06	22,000.00	22,000.00
4320 · Interest Income (Interest Income)	16.23	0.00	16.23	0.00	0.00
4300 · OTHER SUPPORT (OTHER SUPPORT) - Other	0.00	0.00	0.00	0.00	0.00
Total 4300 · OTHER SUPPORT (OTHER SUPPORT)	47,309.29	57,000.00	47,309.29	57,000.00	57,000.00
Total Income	243,399.13	160,000.00	243,399.13	160,000.00	160,000.00
Gross Profit	243,399.13	160,000.00	243,399.13	160,000.00	160,000.00
Expense					
In-Kind Rent Exp (In-Kind Rent Expense)	0.00	0.00	0.00	0.00	0.00
MEMBERSHIPS/MEETINGS (MEMBERSHIPS/MEETINGS)					
Dues and Subscriptions (Dues and Subscriptions)	0.00	0.00	0.00	0.00	0.00
Meetings (Meetings)	0.00	0.00	0.00	0.00	0.00
Total MEMBERSHIPS/MEETINGS (MEMBERSHIPS/MEETINGS)	0.00	0.00	0.00	0.00	0.00

Cathedral Center
Profit & Loss Budget Performance
July 2015 through June 2016

	Jul '15 - Jun 16	Budget	Jul '15 - Jun 16	YTD Budget	Annual Budget
6000 · EMPLOYEE EXPENSES (PAYROLL & RELATED EXPENSES)					
6009 Payroll Adjustments	0.01	0.00	0.01	0.00	0.00
6001 · Sal & Wages (Salary & Wages)	74,489.26	66,000.00	74,489.26	66,000.00	66,000.00
6002 · Employer Taxes & Contributions (Payroll Taxes)	320.06	0.00	320.06	0.00	0.00
6003 · WC Ins (Workers Comp Ins)	7,187.45	6,500.00	7,187.45	6,500.00	6,500.00
6004 · Insurance (Insurance)	0.00	0.00	0.00	0.00	0.00
6006 · Payroll Processing	239.40	240.00	239.40	240.00	240.00
6000 · EMPLOYEE EXPENSES (PAYROLL & RELATED EXPENSES) - Other	196.67	0.00	196.67	0.00	0.00
Total 6000 · EMPLOYEE EXPENSES (PAYROLL & RELATED EXPENSES)	82,432.85	72,740.00	82,432.85	72,740.00	72,740.00
6050 · STAFF TRAVEL (STAFF TRAVEL)					
6051 · Mileage (Mileage)	0.00	0.00	0.00	0.00	0.00
6052 · Meals (Meals)	0.00	0.00	0.00	0.00	0.00
6053 · Travel (Travel)	0.00	0.00	0.00	0.00	0.00
Total 6050 · STAFF TRAVEL (STAFF TRAVEL)	0.00	0.00	0.00	0.00	0.00
6100 · PROFESSIONAL FEES (PROFESSIONAL FEES)					
6101 · Accounting (Accounting Fees)	11,062.50	6,000.00	11,062.50	6,000.00	6,000.00
6102 · Outside Service (Outside Service)	17,595.56	0.00	17,595.56	0.00	0.00
6103 · Legal Fees (Legal Fees)	0.00	0.00	0.00	0.00	0.00
6104 · Contract Labor (Contract Labor)	0.00	0.00	0.00	0.00	0.00
6105 · Consulting (Consulting Expense)	0.00	0.00	0.00	0.00	0.00
6106 · Public Relations	3,592.03	4,800.00	3,592.03	4,800.00	4,800.00
Total 6100 · PROFESSIONAL FEES (PROFESSIONAL FEES)	32,250.09	10,800.00	32,250.09	10,800.00	10,800.00
6150 · SERVICE CHARGES (SERVICE CHARGES)					
6152 · Merchant Fees (Credit Card Fees)	736.40	900.00	736.40	900.00	900.00
6153 · Bank Service Charges (Bank Service Charges)	113.00	0.00	113.00	0.00	0.00
6154 · Paypal.com Fees	5.10	0.00	5.10	0.00	0.00
6700 · Int Exp (Interest Expense)	0.00	0.00	0.00	0.00	0.00
6701 · Finance Charge (Finance Charge)	1,125.44	0.00	1,125.44	0.00	0.00
Total 6150 · SERVICE CHARGES (SERVICE CHARGES)	1,979.94	900.00	1,979.94	900.00	900.00
6155 · SUPPLIES (SUPPLIES, ETC.)					
6155.1 · Mobile Pantry (Mobile Pantry)					
Casual Labor	440.00		440.00		
Food (Food)	5,049.47	6,000.00	5,049.47	6,000.00	6,000.00
Meals on Wheels (Meals on Wheels)	0.00	0.00	0.00	0.00	0.00
Non-Food Supplies (Non-Food Supplies)	2,834.11	1,200.00	2,834.11	1,200.00	1,200.00
Vehicle Expense (Vehicle Expense)	1,095.77	1,200.00	1,095.77	1,200.00	1,200.00
Vehicle Fuel	434.82	420.00	434.82	420.00	420.00
6155.1 · Mobile Pantry (Mobile Pantry) - Other	186.74	0.00	186.74	0.00	0.00
Total 6155.1 · Mobile Pantry (Mobile Pantry)	10,040.91	8,820.00	10,040.91	8,820.00	8,820.00
6155.2 · Center Program Events / Service (Center Program Events / Services - Supplies)					
4th of July BBQ	0.00	0.00	0.00	0.00	0.00
Awards Dinner (Awards Dinner)	0.00	0.00	0.00	0.00	0.00
Bingo (Bingo Supplies)	1,231.66	0.00	1,231.66	0.00	0.00
Birthday Brunch Expense (Birthday Brunch Expense)	1,549.22	0.00	1,549.22	0.00	0.00
Brunch Donation	0.00	0.00	0.00	0.00	0.00
Coffee-	1,346.35	1,800.00	1,346.35	1,800.00	1,800.00
Cooling Center (Cooling Center - Supplies)	30.04	0.00	30.04	0.00	0.00
Copies (Copies)	1,650.93	0.00	1,650.93	0.00	0.00
Halloween Party	173.35	0.00	173.35	0.00	0.00
Harvest Moon Gala	0.00	0.00	0.00	0.00	0.00
Health Fair - Fall	522.14	0.00	522.14	0.00	0.00
Health Fair - Spring (Health Fair - Spring - Supplies)	0.00	0.00	0.00	0.00	0.00
Holiday Party	595.18	0.00	595.18	0.00	0.00
Open House	259.83	0.00	259.83	0.00	0.00
Rummage Sale Related ( )	583.41	0.00	583.41	0.00	0.00
Soda (Soda)	376.50	0.00	376.50	0.00	0.00
Spaghetti Dinner	0.00	0.00	0.00	0.00	0.00
Staff Lunch	0.00	0.00	0.00	0.00	0.00
Volunteer Lunch	0.00	0.00	0.00	0.00	0.00
6155.2 · Center Program Events / Service (Center Program Events / Services - Supplies) - Other	387.36	0.00	387.36	0.00	0.00
Total 6155.2 · Center Program Events / Service (Center Program Events / Services - Supplies)	8,705.97	1,800.00	8,705.97	1,800.00	1,800.00
6157 · Advertising Expense (Advertising Expenses)	345.06	0.00	345.06	0.00	0.00
Total 6155 · SUPPLIES (SUPPLIES, ETC.)	19,091.94	10,620.00	19,091.94	10,620.00	10,620.00
6180 · Board Expense (Board Expenses)	2,820.76		2,820.76		

Cathedral Center
Profit & Loss Budget Performance
July 2015 through June 2016

	Jul '15 - Jun 16	Budget	Jul '15 - Jun 16	YTD Budget	Annual Budget
6200 · EQUIPMENT MAINTENANCE (EQUIPMENT MAINTENANCE)					
6201 · Equipment Rental (Equipment Rental)	5,323.22	5,534.00	5,323.22	5,534.00	5,534.00
6202 · Computer Repairs (Computer Repairs)	10,221.33	0.00	10,221.33	0.00	0.00
6203 · Equipment Repairs (Equipment Repairs)	1,395.09	0.00	1,395.09	0.00	0.00
Total 6200 · EQUIPMENT MAINTENANCE (EQUIPMENT MAINTENANCE)	16,939.64	5,534.00	16,939.64	5,534.00	5,534.00
6250 · GENERAL MAINT (GENERAL MAINTENANCE)					
6251 · Building Repairs (Building Repairs)	677.91	0.00	677.91	0.00	0.00
6252 Janitorial (Janitorial)	14,220.59	10,200.00	14,220.59	10,200.00	10,200.00
6254 Pest Control (Pest Control)	432.00	432.00	432.00	432.00	432.00
6256 · Recycling	120.00		120.00		
6258 · Repairs & Maintenance (Repairs & Maintenance)	731.08	1,200.00	731.08	1,200.00	1,200.00
6299 · Room Rental (Room Rent Supplies)	-189.00	0.00	-189.00	0.00	0.00
Total 6250 · GENERAL MAINT (GENERAL MAINTENANCE)	15,992.58	11,832.00	15,992.58	11,832.00	11,832.00
6290 · OFF & BRD INDEM (OFFICER & BOARD INDEMNIFICATI)					
6291 · Liability Insurance (Liability Insurance)	5,667.33	6,400.00	5,667.33	6,400.00	6,400.00
6290 · OFF & BRD INDEM (OFFICER & BOARD INDEMNIFICATI) - Other	1,200.00		1,200.00		
Total 6290 · OFF & BRD INDEM (OFFICER & BOARD INDEMNIFICATI)	6,867.33	6,400.00	6,867.33	6,400.00	6,400.00
6300 · OFFICE SUPPLES (Center Supplies)					
Equipment (Equipment)	0.00	0.00	0.00	0.00	0.00
Health Fair (Health Fair)	0.00	0.00	0.00	0.00	0.00
Meals & Entertainment	0.00	0.00	0.00	0.00	0.00
Office Supples (Office Expense)	0.00	0.00	0.00	0.00	0.00
6156 · Miscellaneous (Miscellaneous)	0.00	0.00	0.00	0.00	0.00
6199 · Fundraising Expense (Fundraising Expense)					
Room Rental Exp (Room Rental Exp)	0.00	0.00	0.00	0.00	0.00
6199 · Fundraising Expense (Fundraising Expense) - Other	0.00	0.00	0.00	0.00	0.00
Total 6199 · Fundraising Expense (Fundraising Expense)	0.00	0.00	0.00	0.00	0.00
6352 · Office Supplies (Office Supplies)	1,305.62	900.00	1,305.62	900.00	900.00
6354 · Printing and Reproduction (Printing & Reproduction)	1,476.45	4,200.00	1,476.45	4,200.00	4,200.00
6425 · Marketing (Marketing)	244.55	0.00	244.55	0.00	0.00
6450 · Postage (Postage & Delivery)	907.99	0.00	907.99	0.00	0.00
6300 · OFFICE SUPPLES (Center Supplies) - Other	2,049.51	0.00	2,049.51	0.00	0.00
Total 6300 · OFFICE SUPPLES (Center Supplies)	5,984.12	5,100.00	5,984.12	5,100.00	5,100.00
6575 · UTILITIES (UTILITIES)					
6255 · Security (Security)	610.00	420.00	610.00	420.00	420.00
6576 · Tele/Internet (Telephone/Internet)	3,477.57	2,900.00	3,477.57	2,900.00	2,900.00
6578 · Elec (Electric)	14,301.44	9,000.00	14,301.44	9,000.00	9,000.00
6580 · Rent (Rent Fee)	2,415.00	2,632.00	2,415.00	2,632.00	2,632.00
6581 · Trash (Trash)	2,717.12	2,222.00	2,717.12	2,222.00	2,222.00
Total 6575 · UTILITIES (UTILITIES)	23,521.13	17,174.00	23,521.13	17,174.00	17,174.00
6600 · Lic & Fees (Licenses and Fees)	141.00	0.00	141.00	0.00	0.00
6750 · Depreciation Expense (Depreciation Expense)	0.00	0.00	0.00	0.00	0.00
6800 · Reserve (Building Rent/ In-Kind)	0.00	18,900.00	0.00	18,900.00	18,900.00
6999 · Uncategorized Expenses	-8.04		-8.04		
Total Expense	208,013.34	160,000.00	208,013.34	160,000.00	160,000.00
Net Ordinary Income	35,385.79	0.00	35,385.79	0.00	0.00
Other Income/Expense					
Other Expense					
1900 · SUS 8900 (SUSPENSE)	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	35,385.79	0.00	35,385.79	0.00	0.00

Cathedral City Senior Center

Since 1980 • Where Seniors Come To Learn, Grow & Have Fun

RECEIVED
AUG 09 2016
CITY MANAGER

August 9, 2016

Mr. Charlie McClendon, City Manager
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

Dear Mr. McClendon:

Thanks again for the opportunity to present our case to the City Council for added funding for the Cathedral City Senior Center. Support from the city is a crucial part of our success, especially in this time of transition. Most people seem to agree that we offer a valuable service. We're convinced that we will be able to build a stronger presence and transition to more financial independence.

Note that in this package I've included the budget versus actual figures for 2015-16 along with a budget for the coming fiscal year. As you will be able to see from the numbers, we've significantly cut the expense side of the budget. Last year we reduced the staff by a third, going from three FTE down to two. Over the past two years, we've significantly cut the pay for the director. We're obviously making the kind of changes that will sustain us into the future.

Our major challenge is fund raising. It may take a year or more to build the level of fund raising infrastructure that will assure appropriate levels of support. We are now working to strengthen our donor database. At the same time, we are building a higher visibility in the community through events. Finally, we're doing everything possible to put together grant proposals that will attract funding.

37-171 West Buddy Rogers Avenue, Cathedral City, CA 92234
760-321-1548 www.cathedralcenter.org

In 2015-16, slightly more than 32,000 people entered the doors for one reason or another. The major programs attracted reasonably large numbers:

Bingo	1968
Bridge	4248
Bunco	381
Round and Square Dancing	1622
Mahjong	289
Birthday Brunch	261

During the same time period, we also provided a setting for social services:

Jewish Family Services	49 (since January 2016)
Legal Aid	34
Caregivers Group	215
Senior Advocates	188
Grandparents Raising Grandchildren	60

Exercise classes are popular:

Ship Shape Seniors	787 (July through April only)
Excel at Yourself	247 (only since May 2016)

We also host a weekly food pantry and congregate lunches every weekday.

Food Pantry	3672
Congregate Lunches	3488

Finally, during the hot summer months we offer up our facility as a cooling center for people who don't have any place to go during the brutal mid-days of summer. We hand out water and snacks and allow people to sit in our lobby area. Last fiscal year 1887 people used our center for this purpose.

In the past few months we've added activities:

- A balance class offers seniors and people with disabilities an opportunity to learn tactics that will help them avoid falling.
- An all-day senior driving class sanctioned by the American Association of Retired People (AARP) develops driving skills that enable people to overcome some of the physical problems of aging that can compromise driving ability. So far we've sponsored two sessions with about eight participants in each.
- The Second Tuesday Talks is a series of workshops on a variety of topics. Our inaugural talk covered the new California law on "death with dignity". About 30 people attended. The second talk involved neighborhood safety. This talk attracted 20 people.
- We're now featuring day trips for seniors. In July a group of 12 people went to the famous Getty Villa in Malibu. We're planning a day trip to the new Broad Museum in

downtown Los Angeles. This trip will also feature the famous Clifton's Cafeteria and a tour of the public art and murals in the mid-Los Angeles area.

When the new center Board of Directors first convened early this year, it created three committees, fundraising, program, and finance. The Fundraising Committee focuses mainly on events that will raise both funds and visibility. At this point the board is planning a Meet and Greet associated with the 35th anniversary of both the City of Cathedral City and the center. That event is scheduled for the evening of Thursday, November 18, in front of the City Hall. The committee is also in the preliminary planning stages for a signature fundraising event, probably set for spring 2017. The Program Committee is also busy with the planning of a volunteer recognition event that will include the larger community, two holiday celebrations, and a crafts fair, all scheduled between the present and the end of this year.

As you might imagine, we're adding to our offerings and attracting more people at the same time. If what we're doing is valuable – and we think it is – then involving more people in the activities will add value for our community. This is exactly what we intend to do in the coming fiscal year and into the future. We will add value.

If you have questions or concerns about this information, please don't hesitate to call me at 760-567-6464. **You may also contact me by email:** bob@cathedralcenter.org. We are looking forward to hearing from you. Again, thanks.

Warm Regards,

Robert McKechnie
Interim Executive Director

/rm

enclosures

Cathedral City

Agenda Report

File #: 2016-332 **Item No:** 4.B.

City Council

MEETING DATE: 8/24/2016

TITLE:
Resolution in Support of the Equality Act

FROM:
Charlie McClendon, City Manager

RECOMMENDATION:
Staff recommends the City Council adopt a resolution supporting passage of the Equality Act by the United States Congress.

BACKGROUND:
Councilmember Kaplan requested that staff bring forward a resolution supporting passage of the Equality Act by the United State Congress.

DISCUSSION:
The Equality Act, if adopted would add prohibitions against discrimination based on sexual orientation, gender identity or sex to the Civil Rights Act of 1964. A resolution in support of the Act was recently approved by the Palm Springs City Council.

The Cathedral City Council recently passed an ordinance adding gender identity to local non-discrimination policies, which already included sexual orientation.

FISCAL IMPACT:
None

ATTACHMENTS:
Resolution in support of the Equality Act

RESOLUTION 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHERAL CITY, CALIFORNIA, REQUESTING CONGRESS TO PASS THE EQUALITY ACT TO ENSURE THAT FEDERAL CIVIL RIGHTS LAWS ARE FULLY INCLUSIVE OF PROTECTIONS ON THE BASIS OF SEXUAL ORIENTATION, GENDER IDENTITY, AND SEX

WHEREAS, the City of Cathedral City has a long history of opposing discrimination on the basis of race, color, religion, national origin, ancestry, disability, age, sexual orientation, gender identity, and sex; and

WHEREAS, it is a uniting principal of our democracy that individuals should be able to fully participate in society. Discrimination undermines both individual and societal stability; and

WHEREAS, lesbian, gay, bisexual, and transgender people commonly experience discrimination in credit, education, employment, housing, government funded programs, jury service, and public accommodations such as stores, restaurants, and transportation services; and

WHEREAS, women commonly experience discrimination in government funded programs and public accommodations, including sexual harassment, differential pricing and denial of services in places such as stores, restaurants, and transportation services; and

WHEREAS, regular and ongoing discrimination contributes to negative social, health and economic outcomes; and

WHEREAS, states such as California, Colorado, Connecticut, Delaware, Hawaii. Illinois, Iowa, Maine, Maryland, Minnesota, Nevada, New York, New Mexico, New Jersey, Oregon, Rhode Island, Vermont, and Washington plus the District of Columbia have laws prohibiting discrimination on the basis of sexual orientation, gender identity, and sex in employment, housing, and public accommodations; and

WHEREAS, Members of Congress have carefully crafted a federal solution to discrimination against LGBT people and women, the Equality Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Cathedral City that:

Section 1. As public officials elected to protect the welfare of the City of Cathedral City, we find that federal laws fully prohibiting discrimination on the

basis of sexual orientation, gender identity, and sex are essential to furthering the wellbeing of the residents and visitors of Cathedral City.

Section 2. We affirm that LGBT people and women have a right to live free from discrimination in the core aspects of their lives included but not limited to, employment, education, housing, public accommodations, all government funded programs and jury service.

Section 3. We call upon Congress to pass the Equality Act to ensure that federal civil rights laws are fully inclusive of protections on the basis of sexual orientation, gender identity and sex.

Section 4. We direct the City Clerk to send a copy of this resolution, duly adopted, to Representative Raul Ruiz; Senator Merkley, Representative Cicilline, the Director of the LGBT Congressional Equality Caucus and the President of the United States of America and Richard H. Noble.

PASSED, APPROVED and ADOPTED this 24th day of August, 2016.

_____
Stanley E. Henry, Mayor

ATTEST:

_____
Gary F. Howell, City Clerk

APPROVED AS TO FORM:

_____
Eric S. Vail, City Attorney

State of California)
County of Riverside)
City of Cathedral City)

I, Gary F. Howell, City Clerk of the City of Cathedral City, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Cathedral City and was passed at a regular meeting of the City Council on the 24th day of August, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Gary F. Howell, City Clerk

Cathedral City

Agenda Report

File #: 2016-314 **Item No:** 6.A.

City Council

MEETING DATE: 8/24/2016

TITLE:
Conference with Legal Counsel - Initiation of litigation pursuant to § 54956.9(c):

Three (3) potential cases

Cathedral City

Agenda Report

File #: 2016-315 **Item No:** 6.B.

City Council

MEETING DATE: 8/24/2016

TITLE:
Conference with Legal Counsel - Existing Litigation - Litigation has been initiated formally pursuant to Government Code Section 54956.9(d)(1):

City of Cathedral City v. Hall et. al.,
Riverside County Superior Court Case Number PSC1505450

Cathedral City

Agenda Report

File #: 2016-288 **Item No:** 6.C.

City Council

MEETING DATE: 8/10/2016

TITLE:
Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 8.4 acres at the South side of Vega Rd and Landau Blvd APN #s 678-060-001 to 005, and 678-060-049 to 053
Negotiating Parties: City of Cathedral City as Housing Successor, City of Cathedral City and Urban Housing Communities ("UHC")
Property Owners: City of Cathedral City as Housing Successor
Under Negotiations: Property Negotiations

FROM:
Tami Scott, Administrative Services Director

Cathedral City

Agenda Report

File #: 2016-323 **Item No:** 6.D.

City Council

MEETING DATE: 8/24/2016

TITLE:
Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 15 acres south of East Palm Canyon Drive at Date Palm Drive
Negotiating Parties: City of Cathedral City, City Urban Revitalization Corporation, and Saxony Start Hospitality, LLC.
Property Owner: City Urban Revitalization Corporation
Under Negotiations: Price and Terms for potential sale of real property.

Cathedral City

Agenda Report

File #: 2016-317 **Item No:** 6.E.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 8/24/2016

TITLE:
Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 13.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive.
Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency and the City Urban Revitalization Corporation,
Property Owners: City Urban Revitalization Corporation
Under Negotiations: Price and Terms for potential purchase of real property.

FROM:
Tami Scott, Administrative Services Director