

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2
(ID # 24380)

MEETING DATE:

Tuesday, March 19, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Cooperative Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Palm Springs for Palm Springs MDP Line 20, Stage 3, Project No. 6-0-00320, Miscellaneous No. 199, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 4. [\$4,055,555 Not-to-Exceed Cost – District Zone 6 Funding 100%]

RECOMMENDED MOTION That the Board of Supervisors:

1. Find that the First Amendment to Funding Agreement ("Amendment") for the Palm Springs MDP Line 20, Stage 3 project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3);
2. Approve the Amendment between the Riverside County Flood Control and Water Conservation District ("District") and the City of Palm Springs ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Amendment documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Amendment, including, but not limited to, negotiating, approving and executing any non-substantive amendments, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) fully executed original Amendment documents to the District.

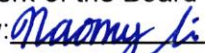
ACTION:Policy


Claudia Padres, ASST. CHIEF FLOOD CONTROL ENG. 3/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 4,055,555	\$ 4,055,555	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25160 – 947500 – 536200 – Zone 6 Contribution to Non-County Agency 100%			Budget Adjustment: No	
			For Fiscal Year: 24/25 -26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On September 28, 2021 (Agenda Item No. 11.2), the District's Board of Supervisors approved the Cooperative Funding Agreement ("Agreement") by which the District will contribute up to Seven Million Five Hundred Twenty Thousand Dollars (\$7,520,000) in funding to the City for the costs to obtain regulatory permits for and construction of the Palm Springs Master Drainage Plan Line 20, Stage 3 ("Project") as part of a City-administered public works construction contract.

The City advertised the Project for public works construction bids. The lowest responsible bid came in substantially higher than the originally estimated construction costs. Based on the City's bid results, the Project construction costs increased from Seven Million Five Hundred Thousand Dollars (\$7,500,000) to Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555).

This Amendment is necessary to change the District's financial contribution in the Agreement from the original amount of Seven Million Five Hundred Twenty Thousand Dollars (\$7,520,000) to Eleven Million Five Hundred Seventy-Five Thousand Five Hundred Fifty-Five Dollars (\$11,575,555).

County Counsel has approved the Amendment as to legal form, and the City executed the Amendment on its February 29, 2024 meeting agenda. The City's executed Amendment is forthcoming.

Environmental Findings

Pursuant to CEQA, the Project was reviewed and determined to be exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the General Rule or "Common Sense" exemption. The CEQA Guidelines provide this exemption based on the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the Project will have a significant effect on the environment as the Project is merely an Amendment between public agencies to provide for additional funding for the construction of the Project.

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Impact on Residents and Businesses

The District's financial contribution toward the City's Project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, the facilities will alleviate ongoing flooding concerns to the city of Palm Springs' residents by reducing runoff on Ramon Road near Palm Springs High School. The residents and businesses of the city of Palm Springs are the primary beneficiaries of the Project. Ancillary benefits will accrue to the public who will utilize the roadways.

Additional Fiscal Information

In the original Agreement approved by the District's Board of Supervisors in 2021, the District was to contribute up to \$7,520,000 to the City for the regulatory permits and construction of the Project. This Amendment increases the District's contribution by \$4,055,555 to cover its financial contribution to the Project.

The original contract amount for the Agreement and the costs of the Amendment are summarized below:

Funding Summary

Original Agreement

Regulatory Permits	\$	20,000
Estimated Construction Contribution	\$	7,500,000
Maximum District Contribution to the City	\$	7,520,000

First Amendment

Regulatory Permits	\$	20,000
Increased Construction Contribution (based on City's bid results)	\$	11,555,555
Maximum District Contribution to the City	\$	11,575,555

Difference between original Agreement and Amendment	\$	4,055,555
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Prev. Agn. Ref.: MT# 15432, 11.2 of 09/28/21

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Cooperative Funding Agreement

AMR:blm
P8/255012

 <small>Jason Farin, Principal Management Analyst 3/12/2024</small>	 <small>Aaron Gettis 3/11/2024</small>
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FIRST AMENDMENT TO COOPERATIVE FUNDING AGREEMENT

Palm Springs MDP Line 20, Stage 3

Project No. 6-0-00320

Miscellaneous No. 199

This First Amendment to Cooperative Funding Agreement ("First Amendment"), dated March 19, 2024 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Palm Springs, a municipal corporation ("CITY"). DISTRICT and CITY will be referenced herein individually as a "Party" and collectively as "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT and CITY have entered into that certain Funding Agreement dated September 28, 2021 [DISTRICT's Board Agenda Item No. 11.2], hereinafter called ("Original Agreement") to support the construction of the of Palm Springs Master Drainage Plan ("MDP") Line 20, Stage 3 ("Project") which will provide necessary flood control and drainage improvements to alleviate flooding on Ramon Road near Palm Springs High School in the city of Palm Springs. Project runs along Ramon Road from the upstream terminus of the existing Palm Springs Master Drainage Plan Line 20, Stage 2 just west of EI Cielo Road to the intersection of Farrell Drive and then north along Farrell Drive to East Tahquitz Canyon Way.

B. Pursuant to Original Agreement, DISTRICT desired to contribute a total amount not to exceed Seven Million Five Hundred Twenty Thousand Dollars (\$7,520,000) to CITY for the implementation and construction of Project infrastructure.

C. Subsequent to the execution of Original Agreement, CITY advertised Project for public works construction bids and the lowest responsible/responsive bid came in substantially higher than the originally estimated construction cost. Based on CITY's bid results, Project construction costs increased from an estimated Seven Million Five Hundred Thousand Dollars

(\$7,500,000) to Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555).

D. The original estimates of costs will exceed DISTRICT's contribution described in Original Agreement. Therefore, due to mutual interests, DISTRICT and CITY wish to increase the amount of DISTRICT's financial contribution for Project.

E. Original Agreement together with First Amendment are collectively referred to herein as "AGREEMENT".

F. Section III.21 of Original Agreement specifies that any alternation or variation of terms are subject to the written consent of the Parties thereto.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as follows:

1. RECITALS H.i. of AGREEMENT is hereby amended to read:

"i. Financial contribution toward the lowest responsible bid contract price for construction of PROJECT which consists of three payments: an initial sum amount of Five Million Dollars (\$5,000,000) ("FIRST CONSTRUCTION CONTRIBUTION COSTS"); (ii) a second sum amount of Four Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$4,555,555) ("SECOND CONSTRUCTION CONTRIBUTION COSTS"); and (iii) a final sum amount of Two Million Dollars (\$2,000,000) ("THIRD CONSTRUCTION CONTRIBUTION COSTS"). FIRST CONSTRUCTION CONTRIBUTION COSTS, SECOND CONSTRUCTION CONTRIBUTION COSTS, and THIRD CONSTRUCTION CONTRIBUTION COSTS are hereinafter called ("CONSTRUCTION CONTRIBUTION COSTS"). CONSTRUCTION

CONTRIBUTION COSTS shall not exceed a total sum of Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555); and"

2. RECITALS I of AGREEMENT is amended to read:

"Together, CONSTRUCTION CONTRIBUTION COSTS and REGULATORY PERMIT COSTS are hereinafter called "TOTAL DISTRICT CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of Eleven Million Five Hundred Seventy-Five Thousand Five Hundred Fifty-Five Dollars (\$11,575,555); and"

3. Paragraph K in RECITALS of AGREEMENT is added to read:

"DISTRICT is seeking reimbursement for the emergency response to Tropical Storm Hillary (California Disaster Declaration DR-4750) through the Federal Emergency Management Agency, hereinafter called "FEMA REIMBURSEMENT", and is awaiting the outcome of their disbursement; and"

4. Paragraph L in the RECITALS of AGREEMENT is added to read:

"In the event FEMA REIMBURSEMENT is realized in the future, DISTRICT will utilize these funds for THIRD CONSTRUCTION CONTRIBUTION COSTS. If FEMA REIMBURSEMENT is not disbursed, DISTRICT is willing to allocate and appropriate funds in its Fiscal Year 26/27 budget to ensure payment of THIRD CONSTRUCTION CONTRIBUTION COSTS."

5. Section I.16 of the AGREEMENT is hereby amended to read:

"At the time of providing written notice of the award of a construction contract as set forth in Section I.15, issue a second invoice to DISTRICT (Attention: Special Projects Section) for the payment of FIRST CONSTRUCTION CONTRIBUTION

COSTS, subject to and provided invoice for CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."

6. Section I.32 of the AGREEMENT is hereby amended to read:

"At the time of providing a Notice of Completion as set forth in Section I.31, issue a third invoice to DISTRICT (Attention: Special Projects Section) for the payment of SECOND CONSTRUCTION CONTRIBUTION COSTS, subject to and provided that the invoice for CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."

7. Section I.36 of the AGREEMENT is hereby added to read:

"Upon receiving DISTRICT's written notice of the status of THIRD CONSTRUCTION CONTRIBUTION COSTS, issue a fourth invoice to DISTRICT (Attention: Special Projects Section) for the payment of THIRD CONSTRUCTION CONTRIBUTION COSTS, subject to and provided that the invoice for CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555). CITY shall refund to DISTRICT any unexpended portions of TOTAL DISTRICT CONTRIBUTION."

8. Section II.7 of the AGREEMENT is hereby amended to read:

"Pay CITY, within thirty (30) days after receipt of CITY's second invoice for FIRST CONSTRUCTION CONTRIBUTION COSTS as set forth in Section I.16, subject to and provided that CONSTRUCTION CONTRIBUTION COSTS shall

not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."

9. Section II.12 of AGREEMENT is hereby added to read:
"Pay CITY, within thirty (30) days after receipt of CITY's third invoice for SECOND CONSTRUCTION CONTRIBUTION COSTS as set forth in Section I.32, subject to and provided that CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."
10. Section II.13 of AGREEMENT is hereby added to read:
"Upon receipt of the Notice of Completion, provide CITY with written notification of the status of THIRD CONSTRUCTION CONTRIBUTION COSTS."
11. Section II.14 of AGREEMENT is hereby added to read:
"If FEMA REIMBURSEMENT is received, pay CITY, within thirty (30) days after receipt of CITY's fourth invoice for THIRD CONSTRUCTION CONTRIBUTION COSTS as set forth in Section I.36, subject to and provided that CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."
12. Section II.15 of AGREEMENT is hereby added to read:
"If FEMA REIMBURSEMENT is not disbursed, allocate and appropriate in its Fiscal Year 26/27 budget the THIRD CONSTRUCTION CONTRIBUTION COSTS and notify CITY when the funds are available for payment."
13. Section II.16 of AGREEMENT is hereby added to read:

"Upon allocation of THIRD CONSTRUCTION CONTRIBUTION COSTS, pay CITY, within thirty (30) days after receipt of CITY's fourth invoice for THIRD CONSTRUCTION CONTRIBUTION COSTS as set forth in Section I.36, subject to and provided that CONSTRUCTION CONTRIBUTION COSTS shall not exceed Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555)."

14. Section III.1 of AGREEMENT is hereby amended to read:

"Notwithstanding any other provision herein this AGREEMENT, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Eleven Million Five Hundred Seventy-Five Thousand Five Hundred Fifty-Five Dollars (\$11,575,555) for PROJECT and shall be used by CITY solely for the purpose of obtaining the applicable regulatory permits and construction of said PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs. CITY shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION."

15. Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants and conditions of said Original Agreement executed on September 28, 2021, shall remain in full force and effect between the parties hereto.

16. This First Amendment shall not be binding or consummated until its approval by DISTRICT's Board of Supervisors and fully executed by the Parties.

17. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this First Amendment agrees to the use of electronic signatures, such as digital signatures that

meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this First Amendment. The Parties further agree that the electronic signatures of the Parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

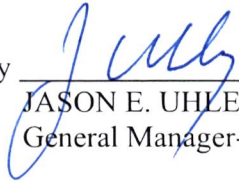
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IN WITNESS WHEREOF, the Parties hereto have executed this First

Amendment on 3/19/2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

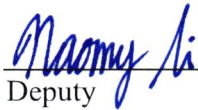
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Cooperative Funding Agreement
Palm Springs MDP Line 20, Stage 3
Project No. 6-0-00320
Miscellaneous No. 199
01/25/24
AMR:blm

RECOMMENDED FOR APPROVAL:

CITY OF PALM SPRINGS

By _____
SCOTT STILES
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
JEFFREY BALLINGER
City Attorney

By _____
BRENDA PREE, MMC, CERA
City Clerk

(SEAL)

First Amendment to Cooperative Funding Agreement
Palm Springs MDP Line 20, Stage 3
Project No. 6-0-00320
Miscellaneous No. 199
01/25/24
AMR:blm

CITY COUNCIL
AND AS SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF PALM SPRINGS, CALIFORNIA

Council Chamber, City Hall
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

www.palmspringsca.gov

REGULAR MEETING AGENDA

FEBRUARY 29, 2024



4:00 PM CLOSED SESSION
5:30 PM REGULAR MEETING

Jeffrey Bernstein, Mayor
Ron deHarte, Mayor Pro Tem
Grace Elena Garner, Councilmember
Christy Gilbert Holstege, Councilmember
Lisa Middleton, Councilmember

City of Palm Springs Mission Statement: Palm Springs is an inclusive world-class city dedicated to providing excellent and responsive public services to enhance the quality of life for current and future generations.

Z. APPROVAL OF FIRST AMENDMENT TO COOPERATIVE AGREEMENT A8912 BETWEEN THE CITY OF PALM SPRINGS AND RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE CONSTRUCTION OF PALM SPRINGS MASTER DRAINAGE PLAN (MDP) LINE 20, STAGE 3, CITY PROJECT NO. 19-15

RECOMMENDATION:

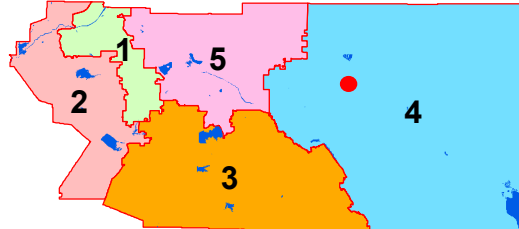
1. Approve First Amendment to Cooperative Funding Agreement A8912 between the Riverside County Flood Control and Water Conservation District and the City of Palm Springs, associated with the construction, operation, and maintenance of flood control improvements identified as Storm Drain Line 20, Stage 3, City Project No. 19-15; and
2. Authorize the City Manager to execute all necessary documents.

AA. APPROVE CONTRACT CHANGE ORDER NO. 5 WITH STEVE P. RADOS, INC., IN THE AMOUNT OF \$248,288.76 FOR THE WASTEWATER TREATMENT PLANT (WWTP) DIGESTER NO. 2 GAS FLARE AND FILTRATE PUMP STATION, CITY PROJECTS 20-25 AND 21-07

RECOMMENDATION:

1. Approve Contract Change Order No. 5 in the amount of \$248,288.76 to Agreement A9137 with Steve P. Rados, Inc. for the WWTP Digester No. 2 Waste Gas Flare and Filtrate Pump Station, City Projects No. 20-25 and 21-07.
2. Appropriate \$248,288.76 from the Wastewater Fund balance.
3. Authorize the City Manager or designee to execute all necessary documents.

BB. APPROVE CONTRACT CHANGE ORDER NO. 3 WITH UNIFIED FIELD SERVICES CORPORATION IN THE AMOUNT OF \$825,376.90 FOR THE WASTEWATER TREATMENT PLANT



Legend

- Project Vicinity
- Existing Facilities
- Supervisorial District

Description

Palm Springs MDP Line 20, Stage 3
 Project No. 6-0-00320
 Miscellaneous No. 199

City of Palm Springs
 District 4



VICINITY MAP



FIRST AMENDMENT TO COOPERATIVE FUNDING AGREEMENT

Palm Springs MDP Line 20, Stage 3

Project No. 6-0-00320

Miscellaneous No. 199

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(\$7,500,000) to Eleven Million Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five Dollars (\$11,555,555).

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15. Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants and conditions of said Original Agreement executed on September 28, 2021, shall remain in full force and effect between the parties hereto.

16. This First Amendment shall not be binding or consummated until its approval by DISTRICT's Board of Supervisors and fully executed by the Parties.

17. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this First Amendment agrees to the use of electronic signatures, such as digital signatures that

meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this First Amendment. The Parties further agree that the electronic signatures of the Parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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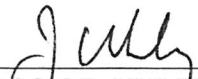
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IN WITNESS WHEREOF, the Parties hereto have executed this First

Amendment on 3/19/2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer


By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Cooperative Funding Agreement
Palm Springs MDP Line 20, Stage 3
Project No. 6-0-00320
Miscellaneous No. 199
01/25/24
AMR:blm

RECOMMENDED FOR APPROVAL:

CITY OF PALM SPRINGS

DocuSigned by:
Scott Stiles
By _____
6377D99970ED4B6...
SCOTT STILES
City Manager

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
Jeff Ballinger
By _____
9656A1483C6E407...
JEFFREY BALLINGER
City Attorney

DocuSigned by:
Brenda Pree
By _____
54C8B30D3EDE4BE...
BRENDA PREE
City Clerk

APPROVED BY CITY COUNCIL
02/29/2024 Item 1Z A8912

First Amendment to Cooperative Funding Agreement
Palm Springs MDP Line 20, Stage 3
Project No. 6-0-00320
Miscellaneous No. 199
01/25/24
AMR:blm

Certificate Of Completion

Envelope Id: 447773AC40B84B1EBE9779081E7D7EB7
 Subject: Complete with DocuSign: 1915 RCFC Cooperative Funding Agreement First Amendment
 Source Envelope:
 Document Pages: 10 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Vonda Teed
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262
 vonda.teed@palmspringsca.gov
 IP Address: 47.176.125.90

Record Tracking

Status: Original
 3/4/2024 4:59:17 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected
 Holder: Vonda Teed
 vonda.teed@palmspringsca.gov
 Pool: StateLocal
 Pool: City of Palm Springs

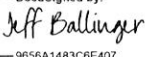
Location: DocuSign

Location: DocuSign

Signer Events

Jeff Ballinger
 Jeff.Ballinger@bbklaw.com
 City Attorney
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 9656A1483C6E407...

Signature Adoption: Pre-selected Style
 Using IP Address: 74.116.243.2

Timestamp

Sent: 3/4/2024 5:02:05 PM
 Viewed: 3/5/2024 9:55:09 AM
 Signed: 3/5/2024 9:55:19 AM

Electronic Record and Signature Disclosure:

Accepted: 3/5/2024 9:55:09 AM
 ID: ffeeff95-9246-4bfa-98d2-9a2b864c6239

Scott Stiles
 scott.stiles@palmspringsca.gov
 City Manager
 City of Palm Springs
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 6377D99970E486...

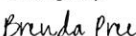
Signature Adoption: Pre-selected Style
 Using IP Address: 47.176.125.90

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 Signed: 3/5/2024 12:40:38 PM

Electronic Record and Signature Disclosure:

Accepted: 3/5/2024 12:40:19 PM
 ID: 850a4b23-5a72-4046-94cf-b29ac561a122

Brenda Pree
 Brenda.Pree@palmspringsca.gov
 City Clerk
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 54CBB30D3EDE4BE...

Signature Adoption: Pre-selected Style
 Using IP Address: 67.52.168.215

Sent: 3/5/2024 12:40:39 PM
 Viewed: 3/5/2024 1:48:32 PM
 Signed: 3/5/2024 1:48:39 PM

Electronic Record and Signature Disclosure:

Accepted: 9/7/2022 8:21:01 AM
 ID: 9be06ae2-09de-4f55-b669-f1a3d981eee3

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events**Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Brenda Pree
 Brenda.Pree@palmspringsca.gov
 Brent Rasi
 brent.rasi@palmspringsca.gov

COPIED

Sent: 3/5/2024 1:48:40 PM

Evelyn Beltran

evelyn.beltran@palmspringsca.gov

Signing Group: City Clerk

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/7/2022 8:21:01 AM

ID: 9be06ae2-09de-4f55-b669-f1a3d981eee3

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/4/2024 5:02:05 PM

Certified Delivered

Security Checked

3/5/2024 1:48:32 PM

Signing Complete

Security Checked

3/5/2024 1:48:39 PM

Completed

Security Checked

3/5/2024 1:48:40 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**