

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.47
(ID # 24808)**

MEETING DATE:
Tuesday, June 04, 2024

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Service Agreement by and between the County of Riverside and the City of Rancho Mirage for the Bob Hope Drive and Dinah Shore Drive Slurry Seal Improvements for Fiscal Year 2024/25. District 4. [\$141,180 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside and the City of Rancho Mirage for the Bob Hope Drive and Dinah Shore Drive Slurry Seal Improvements; and
2. Authorize the Chairman of the Board to execute the same.

ACTION:Policy

Dennis Acuna, Director of Transportation 5/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 4, 2024
xc: Trans.

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 141,180	\$ 141,180	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Rancho Mirage (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) is proposing to slurry seal two (2) road segments that are maintained by the County and the City of Rancho Mirage (City). These segments consist of the following: (1) Bob Hope Drive from Dinah Shore Drive to Ramon Road (approximately 0.96 mi) and (2) Dinah Shore Drive from Bob Hope Drive to 1310' W Bob Hope Drive (approximately 0.25 mi). The City has requested that these segments of roads in the Rancho Mirage area be included in the County's Slurry Seal Project for Fiscal Year 2024/25 in the 4th Supervisorial District (Project). The proposed road limits are shown in Attachment 1, Vicinity Map.

This Service Agreement between the County and the City outlines each agency's responsibilities for the completion of the Slurry Seal Improvements and obligates the City to fund 100% of the slurry seal improvements within the jurisdictional boundaries of the City.

The City will deposit \$141,180 prior to the start of the construction contract. The County is providing the services and has no obligation to fund any portion of the project within the City's jurisdiction.

The portion of the work in the City will be part of the Project. The Board of Supervisors approved the Project for advertisement on April 30, 2024. Bids were opened on May 29, 2024.

This Service Agreement was approved by Rancho Mirage City Council on April 4, 2024.

County Counsel has approved the agreement as to legal form.

Project Number: D5-0009

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for traffic on Bob Hope Drive and Dinah Shore Drive. The slurry seal treatment will also preserve and extend the life of the road thereby reducing the need for resurfacing, which is ten times more costly.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additional Fiscal Information

The City of Rancho Mirage will be responsible for 100% of the Bob Hope Drive and Dinah Shore Drive Slurry Seal Improvement costs within the city jurisdiction.

Contract History and Price Reasonableness

N/A

Attachments:

Vicinity Map

Agreement


Jason Farin, Principal Management Analyst 5/29/2024


Aaron Gettis, Chief of Deputy County Counsel 5/22/2024

Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

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SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF RANCHO MIRAGE

FOR

BOB HOPE DRIVE AND DINAH SHORE DRIVE SLURRY SEAL IMPROVEMENTS

This Agreement is entered into this 04 day of June, 2024 by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department (hereinafter "COUNTY") and the City of Rancho Mirage, a municipal corporation, (hereinafter "CITY") for slurry seal improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. WHEREAS, CITY has determined to seal the existing asphalt surface on Bob Hope Drive and Dinah Shore Drive which consists of the following segments: segment 1 is Bob Hope Drive from Dinah Shore Drive to 1560' S Ramon Road (approximately 3980 linear feet by 32 feet wide), segment 2 is Bob Hope Drive from 445' S Ramon Road to 1075' S Ramon Road (approximately 630 linear feet by 35 feet wide), segment 3 is Bob Hope Drive from 1075' S Ramon Road to 1560' S Ramon Road (approximately 485 linear feet by 70 feet wide), segment 4 is Dinah Shore Drive from Bob Hope Drive to 1310' W Bob Hope Drive (approximately 1310 linear feet by 30 feet wide) in the Rancho Mirage area of Riverside County (hereinafter "CITY PROJECT").
- B. WHEREAS, CITY has determined that it requires construction services to place the slurry seal on Bob Hope Drive and Dinah Shore Drive as shown in Exhibit A and that a slurry seal will be applied that consists of the application of a mixture of water, asphalt emulsion, aggregate, and chemical additives to an existing asphalt concrete pavement surface.
- C. WHEREAS, COUNTY is fully qualified to administer the work that includes traffic control, rout and seal random cracks, replacement of any pavement markings, including cross walks, striping and raised

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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

- 1 pavement markers.
- 2 D. WHEREAS, COUNTY has slurry seal improvement projects within the jurisdictional boundaries of COUNTY
- 3 along the COUNTY and CITY boundary, which slurry seal improvement projects are sometimes hereinafter
- 4 referred to collectively as "COUNTY PROJECT".
- 5 E. WHEREAS, CITY will benefit from the cost savings associated with a larger improvement project, and CITY
- 6 desires to work with the COUNTY to construct the CITY PROJECT, together with the COUNTY PROJECT
- 7 since COUNTY has extensive experience in the development and implementation of similar type projects.
- 8 F. WHEREAS, COUNTY will therefore provide the administrative, technical, managerial, and support services
- 9 necessary for the implementation of the CITY PROJECT as part of the COUNTY PROJECT.
- 10 G. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said CITY
- 11 PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

13 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as
14 follows:

15 **SECTION 1 • COUNTY AGREES to:**

- 16 1. Act as the lead agency on behalf of the CITY for the overall implementation of the CITY PROJECT. The
- 17 COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the
- 18 CITY PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide replacement
- 19 funding for or to continue with the CITY PROJECT, if funds are not available.
- 20 2. Furnish CITY with Maps, Plans, Specifications & Estimate (PS&E) documents for the CITY PROJECT.
- 21 Final plans for improvements are prepared to COUNTY standards and signed by a Civil Engineer registered
- 22 in the State of California. Deviations from standards shall be coordinated with and approved by CITY.
- 23 COUNTY shall not begin construction within CITY until CITY has approved the CITY PROJECT portion of
- 24 the PS&E documents, which approval shall not be unreasonably withheld.
- 25 3. Direct COUNTY's contractor to identify any existing surface utility facilities within the limits of the CITY
- 26 PROJECT and to protect the facilities as detailed in the Special Provisions of the PS&E.
- 27 4. Direct COUNTY's contractor to make written application to CITY for an encroachment permit authorizing
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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

- 1 entry into CITY right of way for the purposes of constructing COUNTY PROJECT and CITY PROJECT.
- 2 5. Advertise, award, and administer a public works contract for the construction of the COUNTY PROJECT
- 3 and the CITY PROJECT in accordance with all applicable federal, state or local statutes, ordinances,
- 4 orders, governmental requirements, laws or regulations, including but not limited to the local agency public
- 5 construction codes, California Labor Code, and California Public Contract Code, and in accordance with
- 6 the encroachment permits issued by CITY.
- 7 6. Furnish a representative to perform the function of Resident Engineer during construction of CITY
- 8 PROJECT.
- 9 7. Furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
- 10 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
- 11 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
- 12 inspection and staff services necessary to assure that the construction is performed in accordance with the
- 13 PS&E documents.
- 14 8. Construct the CITY PROJECT in accordance with approved PS&E documents.
- 15 9. Submit any contract change order that causes the construction contract to exceed 10% of the contract bid
- 16 amount for CITY PROJECT improvements to CITY for review and approval prior to final authorization by
- 17 COUNTY. If any contract change order causes the construction contract to change by less than 10% of
- 18 the bid amount for CITY PROJECT, COUNTY is authorized by CITY's approval of this Agreement to move
- 19 forward with such change.
- 20 10. Furnish CITY a final reconciliation of CITY PROJECT expenses within ninety (90) days following the
- 21 completion and acceptance of the COUNTY PROJECT and CITY PROJECT construction contract. If final
- 22 costs associated with the CITY PROJECT are in excess of the Deposit provided in Section 2, COUNTY
- 23 shall include a final bill with the financial reconciliation. If final costs associated with the CITY PROJECT
- 24 are less than the Deposit provided in Section 2, COUNTY shall include a reimbursement for the difference
- 25 with the financial reconciliation.
- 26 11. Provide CITY one complete set of reproducible as-built plans and all contract documents including
- 27 calculations, estimates, and other documents produced as part of this contract within ninety (90) days after
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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

1 completion and acceptance of the CITY PROJECT.

2 **SECTION 2 • CITY AGREES to:**

3 1. Fund one hundred percent (100%) of the cost of the CITY PROJECT, as shown in Exhibit "B". CITY agrees
4 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
5 Exhibit "B", CITY will pay such costs pursuant to Subsection 9 and Subsection 10 of Section 1.

6 2. Deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, One Hundred
7 Forty One Thousand One Hundred Eighty Dollars and Zero Cents (\$141,180.00) (the "Deposit"), which
8 represents one hundred percent (100%) of the estimated costs to complete construction including
9 construction administration, inspection and materials testing and contingency for CITY PROJECT, as
10 provided in Exhibit "B".

11 3. Prepare and approve CEQA clearance for the CITY PROJECT.

12 4. Issue, at no cost to COUNTY or its contractor, upon proper application by COUNTY or COUNTY's
13 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,
14 including traffic control, construction survey, inspection and materials testing for the COUNTY PROJECT
15 and CITY PROJECT.

16 5. Provide at no cost to the COUNTY, oversight of the CITY PROJECT, to provide prompt reviews and
17 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the CITY
18 PROJECT.

19 6. Provide at no cost to COUNTY, a representative to coordinate and assist the COUNTY Resident Engineer
20 during the construction of the CITY PROJECT and to verify facilities are constructed as required by this
21 Agreement.

22 7. Pay COUNTY for any final costs associated with the CITY PROJECT that are in excess of the Deposit as
23 determined pursuant to Subsection 10 of Section 1.

24 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

25 1. If upon opening of bids for construction of the CITY PROJECT the bids indicate a cost overrun of no more
26 than ten percent (10%) of the construction cost estimate will occur, as described in Exhibit "B", COUNTY
27 may award the contract.

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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

- 1 2. If upon opening of bids it is found that a cost overrun exceeding ten percent (10%) of the construction cost
2 estimate will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If,
3 after fourteen (14) calendar days from the date of bid opening, an alternative course of action is not agreed
4 upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY shall reimburse CITY
5 with any unspent portion of the Deposit within forty-five (45) days of termination.

- 6 3. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the CITY
7 PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the
8 COUNTY to funding any portion of CITY PROJECT or shall be construed as obligating the COUNTY to
9 provide replacement funding for any anticipated funding or to continue with the CITY PROJECT, if funds
10 are no longer available. In the event that adequate funds are not available to move forward or to complete
11 CITY PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for
12 CITY PROJECT.

- 13 4. The total cost to CITY to complete construction, including construction administration, inspection and
14 materials testing and a contingency for CITY PROJECT is estimated to be One Hundred Forty One
15 Thousand One Hundred Eighty Dollars and Zero Cents (\$141,180.00) as detailed in Exhibit "B".

- 16 5. COUNTY shall not be obligated to commence the CITY PROJECT until after receipt of CITY's Deposit as
17 required in Section 2.

- 18 6. Construction by COUNTY of improvements for CITY PROJECT shall not be commenced until an
19 Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by
20 CITY.

- 21 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
22 slurry seal improvements, a policy of Commercial Liability Insurance, including coverage of Bodily Injury
23 Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a
24 policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
25 policy shall be required which name CITY, its officers, agents and employees, as additionally insured.
26 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
27 COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured
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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

- 1 Endorsements which meet the requirements of this section to CITY prior to the start of construction.
- 2 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
- 3 be automatically vested with the jurisdiction in which the improvements reside, and no further agreement
- 4 will be necessary to transfer ownership.
- 5 9. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT within
- 6 CITY right of way except as specified in this Agreement or future agreements.
- 7 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
- 8 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each
- 9 PARTY hereto.
- 10 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
- 11 occurring by reason of any act or omission of CITY under or in connection with any work, authority or
- 12 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code
- 13 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury
- 14 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under
- 15 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 16 12. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
- 17 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction
- 18 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code
- 19 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury
- 20 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY
- 21 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 22 13. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
- 23 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate
- 24 this Agreement upon ninety (90) days written notice to CITY.
- 25 14. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the
- 26 CITY PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY
- 27 PROJECT.
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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

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15. This Agreement 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 to this Agreement 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 Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement 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 the CUETA as amended from time to time. The 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.

16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

COUNTY:	CITY:
Riverside County Transportation Department	City of Rancho Mirage
Attn: Patty Romo	Attn: Ryan Stendell
Director of Transportation	Director of Public Works
4080 Lemon Street, 8th Floor	69-825 Highway 111
Riverside, CA 92501	Rancho Mirage, CA 92270
Phone: (951) 955-6740	Phone: (760) 770-3224 Ext. 254

[Signature Page Follows]

Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

APPROVALS

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COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Patty Romo *Dennis Acuna*

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By *DUMILL*

DANIELLE MALAND

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

CHUCK WASHINGTON

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

KIMBERLY A. HECTOR

Clerk of the Board (SEAL)

CITY OF RANCHO MIRAGE Approvals

APPROVED BY:

DocuSigned by:
Isaiah Hagerman
9200F4994DE1467

Isaiah Hagerman

PRINTED NAME

City Manager

APPROVED AS TO FORM:

DocuSigned by:
Colin Kirkpatrick
FE814E6416A44D7...

Colin Kirkpatrick

PRINTED NAME

City Attorney

ATTEST:

DocuSigned by:
Kristie Ramos
E0AFF02060774E7...

Kristie Ramos

PRINTED NAME

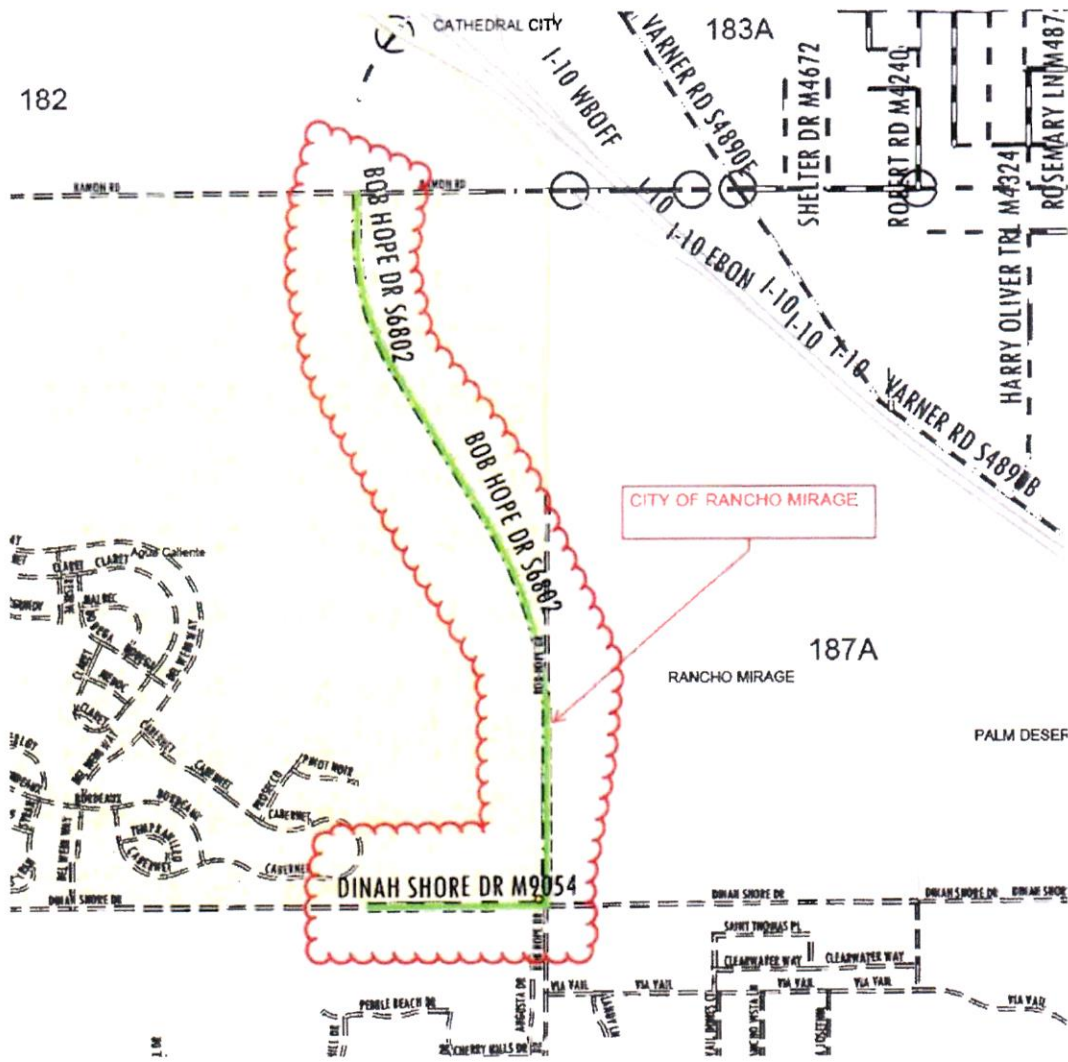
City Clerk

Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

EXHIBIT A

VICINITY/ CITY PROJECT MAP

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Bob Hope Drive, Dinah Shore Drive Slurry Seal Improvements

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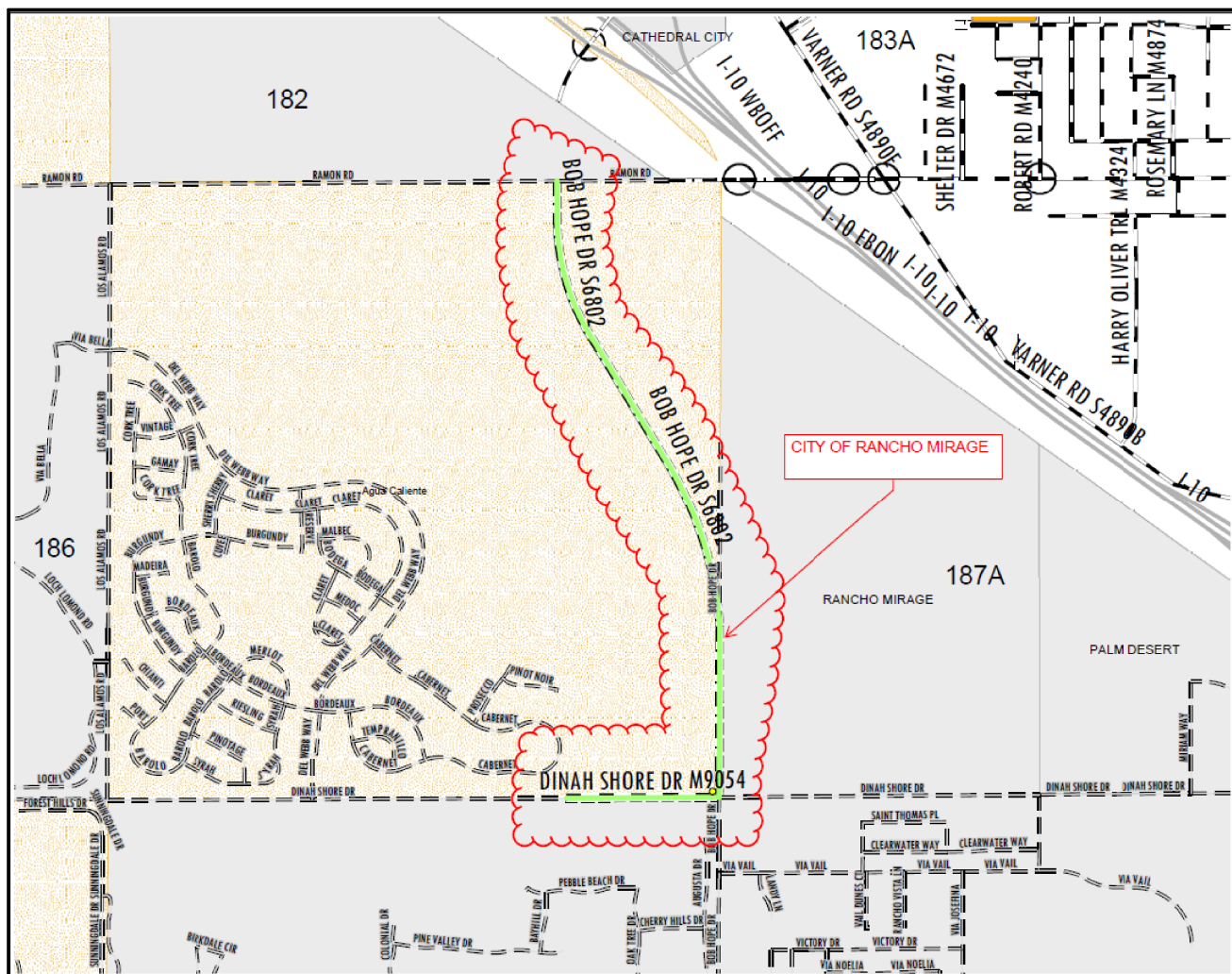
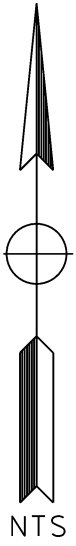
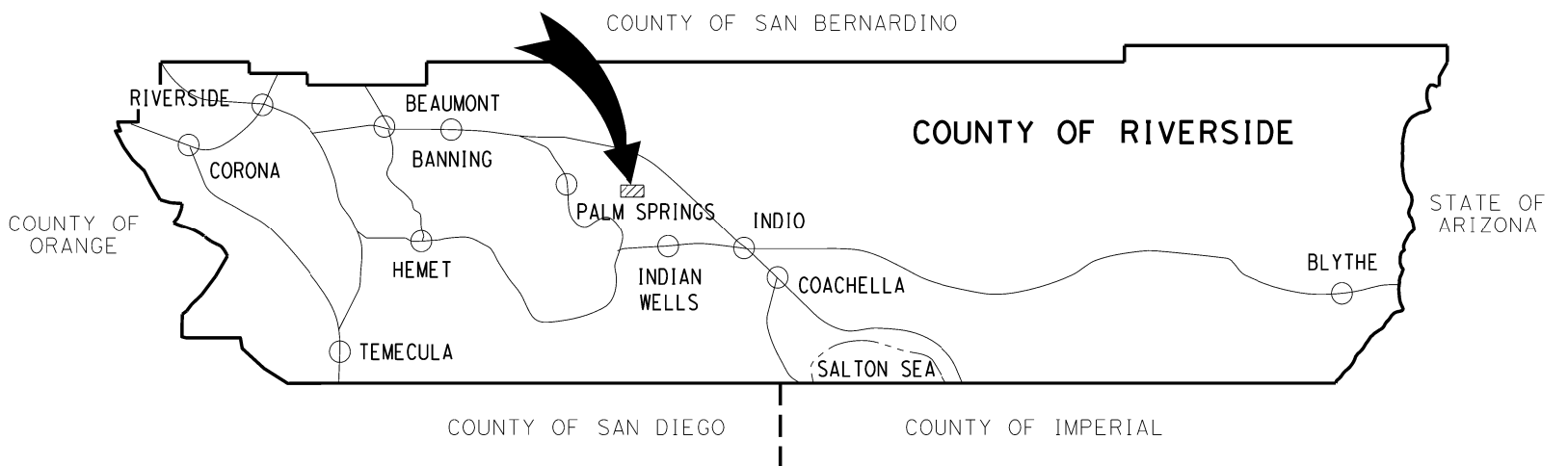
EXHIBIT B
CITY PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$112,180.00
Contingency	\$12,000.00
Administration, Inspection & Testing	\$17,000.00
TOTAL COST	\$141,180.00

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

RANCHO MIRAGE AREA
SLURRY SEAL AND CURB RAMP
ACCESSIBILITY PROJECTS
FISCAL YEAR 2024/ 2025



VICINITY MAP

Certificate Of Completion

Envelope Id: 20239024453F4C928C157856CBBDBA9E	Status: Completed
Subject: Complete with DocuSign: County of Riverside & City of Rancho Mirage (Bob Hope & Dinah Shore Slu...	
Source Envelope:	
Document Pages: 10	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	RanchoMirage Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	69-825 Highway 111
	Rancho Mirage, CA 92270
	contracts@ranchomirageca.gov
	IP Address: 74.62.2.189

Record Tracking

Status: Original	Holder: RanchoMirage Contracts	Location: DocuSign
5/15/2024 9:42:41 AM	contracts@ranchomirageca.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Rancho Mirage	Location: DocuSign

Signer Events

Colin Kirkpatrick
 ColinK@qalawyers.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 FE814E641CA44D7...

Timestamp

Sent: 5/15/2024 9:45:10 AM
 Viewed: 5/15/2024 10:16:18 AM
 Signed: 5/15/2024 10:16:27 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.85.108
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 5/15/2024 10:16:18 AM
 ID: 828b5e5b-319b-4e08-ab3b-d35ec4385332

Isaiah Hagerman
 isaiahh@ranchomirageca.gov
 City Manager
 City of Rancho Mirage
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 92D0F4994DE1467...

Sent: 5/15/2024 10:16:28 AM
 Viewed: 5/15/2024 11:43:42 AM
 Signed: 5/15/2024 11:43:59 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 74.62.2.189

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kristie Ramos
 kristier@ranchomirageca.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 E9AFF02060774E7...

Sent: 5/15/2024 11:44:00 AM
 Viewed: 5/15/2024 11:48:49 AM
 Signed: 5/15/2024 11:52:17 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 208.184.161.161
 Signed using mobile

Electronic Record and Signature Disclosure:
 Accepted: 3/22/2021 12:11:53 PM
 ID: 40f1797f-d972-41fc-b336-7479e03bd427

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2024 9:45:10 AM
Certified Delivered	Security Checked	5/15/2024 11:48:49 AM
Signing Complete	Security Checked	5/15/2024 11:52:17 AM
Completed	Security Checked	5/15/2024 11:52:17 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Rancho Mirage (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Rancho Mirage:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ranchomirageca.gov

To advise City of Rancho Mirage of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ranchomirageca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Rancho Mirage

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ranchomirageca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Rancho Mirage

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ranchomirageca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Rancho Mirage as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Rancho Mirage during the course of your relationship with City of Rancho Mirage.

✓

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject to
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: BRAD ANDERSON

Address: _____
(only if follow-up mail response requested)

City: Randall Mudge **Zip:** _____

Phone #: _____

Date: 6/4/24 **Agenda #** 3.47

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____