INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT (FAMD) NO. 1

BOARD OF DIRECTORS MEETING
February 12, 2026
10:00 A.M.

This Meeting will be held In-Person at
The City of Indian Wells City Council Chambers
44950 El Dorado Drive Indian Wells, CA

Fire Access Maintenance District (FAMD) Map

July 2010

O:\Bondie\FAMD\FAMD Sub District Map.dwg, Tabloid PDF No Aerial, 7/13/2010 1:24:52 PM, Adobe PDF.pc3

FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS 2024

Director	Term Ends
Name: Kurt Yeager (Chairperson) Phone: (949) 632-6157 Email: ekurty01@gmail.com	February 28, 2029
Name: Margaret "Marge" Barry (Vice Chair) Phone: (760) 219-3100 Email: iwmarge@gmail.com	February 28, 2026
Name: Steve Nozet (Secretary) Phone: (925) 698-4632 Email: nozetsteve@gmail.com	February 28, 2029
Name: Tony Trocino (Director) Phone: (310) 963-3428 Email: trotony7@gmail.com	February 28, 2026
Name: Bruce Morgan (Director) Phone: (406) 370-1224 Email: bkmzenmaster@gmail.com	February 28, 2029
Name: Dennis Coker (IWCC Rep) Phone: (760) 345-2561 Email: Dennis.Coker@clubcorp.com	Appointed (No Term)

FIRE ACCESS MAINTENANCE DISTRICT NO. 1
INDIAN WELLS COUNTRY CLUB COMMUNITY

Board of Directors Meeting Agenda
Thursday February 12, 2026 at 10:00 A.M.

Board will Meet in the City Council Chamber of the City of Indian Wells at 44950 El Dorado Indian Wells CA

1. **CALL TO ORDER OF THE FAMD, ROLL CALL**
   Chair - Kurt Yeager
   Vice Chair – Margaret "Marge" Barry
   Secretary – Steve Nozet
   Director - Tony Trocino
   Director – Bruce Morgan
   IWCC Representative – Dennis Coker

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL the AGENDA**
   February 12, 2026 **Page(s) 4-5**

4. **PUBLIC COMMENTS**
   All persons wishing to address the FAMD Board will be called on during this section of the meeting by the Chairman. At the appropriate time, please come forward to the podium and state your name for the record. Speakers are limited to three minutes. Parties are encouraged to submit their comments in writing with any attachments or exhibits they wish for the FAMD Board to review, preferably 24 hours prior to the meeting. Speakers can then use their three-minutes to summarize the key points of their comments. Please note that you may address the FAMD Board on an agenda item at the time it is discussed, but only after being recognized by the Chairman.
   Under the Brown Act, the FAMD Board should not take action on or discuss matters raised during the public comment portion of the agenda which are not listed on the agenda. FAMD Board Members may refer such matters to staff for information or to be placed on a subsequent agenda for consideration. Notwithstanding the foregoing, FAMD Board Members and staff may briefly respond to statements made or questions posed during public comment, if such responses do not constitute any deliberation.

5. **CONSENT CALENDAR**
   All matters listed on the Consent Calendar are routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the FAMD Board or audience request that specific items be removed from the Consent Calendar for separate discussion and action. Financial matters will be indicated as budgeted or non-budgeted below.

   a. Minutes; January 8, 2026 **Page(s) 6-8**
   b. Financials; January 2026 **Page(s) 9-10**

6. **SECURITY REPORT**
   a. February 2026 Security Report **Page(s) 11-13**

7. **OLD BUSINESS**
   a. Security Services Ad Hoc Committee Update **Page(s) Verbal**
   b. Emergency Gate Ad Hoc Committee **Page(s) Verbal**

8. **NEW BUSINESS**

a. Election Results & Certification **Page(s) 15**
b. Desert Resort Management Agreement Amendment for Financial Services **Page(s) 17-36**
c. Manitou/ Quail Run Road Rehab Project **Page(s) 37-38**
d. Striping Project **Page(s) 39**

9. FAMD DISTRICT MANAGERS REPORT

a. Gate Repairs

10. BOARD MEMBERS COMMENTS

11. ANNOUNCEMENTS

The next Board of Directors meeting is scheduled for March 12, 2026.

12. ADJOURNMENT

INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT NO. 1
BOARD OF DIRECTORS OPEN MEETING

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE SENIOR BUILDING INSPECTOR OR THE RISK MANAGER AT (760) 346-2489. A 48-HOUR NOTIFICATION PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING (128 CFR 35.102.35.104 ADA TITLE III).

AFFIDAVIT OF POSTING

I, Angelica Avila, certify that on March 9, 2026, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday March 12, 2026, at 10:00 A.M., in person in the City Council Chamber's.

_____

FAMD #1
Fire Access Maintenance District
An Agency of the City of Indian Wells
Indian Wells Country Club Community

BOARD OF DIRECTORS MEETING

MINUTES
January 8, 2026

1. CALL TO ORDER

Chair Kurt Yeager called meeting to order at 10:03 A.M.

ROLL CALL

PRESENT: Chair - Kurt Yeager
Vice Chair – Margaret "Marge" Barry
Secretary – Steve Nozet
Director - Tony Trocino
Director – Bruce Morgan
IWCC Representative – Dennis Coker

ABSENT: None

ALSO, PRESENT: District Manager Scott Matas (Desert Resort Management/ Associa),
Dina Purvis (City of Indian Wells, Public Works Director),
Mirian Fulson (City of Indian Wells, Management Assistant)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE FINAL AGENDA

A motion was made by Vice Chair Marge Barry and a 2nd by Director Steve Nozet to approve the agenda for the January 8, 2026. Motion carried 6/0.

4. PUBLIC COMMENTS

One member of the community attended the meeting (Teresa Marley – Sandpiper #11) to thank the Board for approving the striping of fire lanes. She also asked the Board to look into underaged individuals driving golf carts at high rates of speed through the neighborhoods.

5. CONSENT CALENDAR

a. Minutes; December 11, 2025
b. Financials; December 2025

A motion was made by Director Steve Nozet and a 2nd by Director Tony Trocino to approve the Consent Calendar. Motion carried 6/0.

6. SECURITY REPORT

a. November 2025 Security Report
Director of Security (DOS) was not able to attend the meeting, no report was available.

7. OLD BUSINESS

a. Security Services Ad Hoc Committee Update
No update – waiting on proposals to be submitted.

b. Emergency Gate Ad Hoc
They will be meeting after the Bard meeting with the City Attorney to discuss the maintenance and replacement responsibility.

8. NEW BUSINESS

a. Manitou/ Quail Run Road Rehab Project
The Board reviewed the proposals submitted by four bidders. The recommendation by the District Manager was to accept the low bidder as all proposals qualified.

A motion was made by Director Steve Nozet and a 2nd by Vice Chair Marge Barry to award a contact to International Paving Services (IPS) for the street rehab project at Manitou and Quail Run for an amount not to exceed $112,626.00. The contract will include the option of adding a strengthening additive to the asphalt (Forte Fi) for an amount not to exceed $1,181.00 and add a contingency of up to 15% for any change orders. Motion carried 6/0.

b. Gate Maintenance and Repair – Contract Amendment

i. Emergency Access Preemption System
The Board reviewed a proposal from the gate maintenance vendor to install a preemptive system at the Manitou and Club gate entrance.

A motion was made by Director Steve Nozet and a 2nd by Director Tony Trocino to approve the installation of the preemptive system for an amount not to exceed $3,351.98 plus a 10% contingency. Motion carried 6/0.

ii. Claim Damage – Manitou Exit Gate Repairs
The Board reviewed a proposal from the gate maintenance vendor to install a preemptive system at the Manitou and Club gate entrance.

A motion was made by Director Tony Trocino and a 2nd by Director Dennis Coker to approve the claim with USAA to reimburse the cost of repairs for the Manitou exit gate for an amount not to exceed $19,395.10. Motion carried 6/0.

9. DISTRICT MANAGER REPORT

The District Manager reported and answered questions regarding a Board election, security camera upgrade, road striping and the DRM symposium.

10. BOARD MEMBER COMMENTS – None

11. ANNOUCEMENTS

The next regularly scheduled meeting of the Fire Access Maintenance District Board of Directors will be held at 10:00 A.M., on February 12, 2026, in person at the City of Indian Wells council chambers.

12. ADJOURNMENT

There being no more business the meeting was adjourned by Chair Kurt Yeager at 11:04 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: _____ Date: _____
Kurt Yeager, FAMD Chair

YEAR-TO-DATE BUDGET REPORT
JANUARY 2026

FOR 2026 07

ACCOUNTS FOR: 209 F.A.M.D. #1	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2090000 F.A.M.D. #1							
2090000 411100 CYSecPrpTx	-431,500	-431,500	-152,683.59	-89,120.27	.00	-278,816.41	35.4%
2090000 411200 CYUnsPrpTx	-10,800	-10,800	-10,727.43	.00	.00	-72.57	99.3%
2090000 411300 PYPrpTx	-4,100	-4,100	-26.78	.00	.00	-4,073.22	.7%
2090000 411400 RollPrpTx	-7,800	-7,800	-1,478.14	-1,478.14	.00	-6,321.86	19.0%
2090000 421100 Fire Acces	-1,785,700	-1,785,700	.00	.00	.00	-1,785,700.00	.0%
2090000 451100 Invst Earn	-68,400	-68,400	-9,855.00	.00	.00	-58,545.00	14.4%
2090000 461500 PropTxRelf	-18,500	-18,500	-209.74	.00	.00	-18,290.26	1.1%
2090000 486300 Misc Rev	-3,100	-3,100	-825.00	.00	.00	-2,275.00	26.6%
TOTAL F.A.M.D. #1	-2,329,900	-2,329,900	-175,805.68	-90,598.41	.00	-2,154,094.32	7.5%
2098601 F.A.M.D. Program							
2098601 531000 Prof Svcs	156,100	156,100	7,366.25	1,334.00	115,929.75	32,804.00	79.0%
2098601 533000 Contr Svcs	1,102,500	1,102,500	534,060.35	89,673.44	531,407.25	37,032.40	96.6%
2098601 542000 Utilities	37,000	37,000	11,311.65	1,609.37	19,188.35	6,500.00	82.4%
2098601 544000 Bldg&GrMnt	157,000	155,900	33,024.44	5,546.00	50,728.56	72,147.00	53.7%
2098601 545000 Infrastruc	125,000	127,000	63,354.48	10,559.08	63,645.52	.00	100.0%
2098601 552000 Communicat	20,100	20,100	10,635.45	1,791.84	9,064.55	400.00	98.0%
2098601 561000 Office Exp	3,600	3,600	.00	.00	3,600.00	.00	100.0%
2098601 563000 Opr Matrls	1,700	2,800	945.75	189.15	1,842.65	11.60	99.6%
2098601 591600 IndrctCost	15,000	15,000	7,500.00	.00	.00	7,500.00	50.0%
TOTAL F.A.M.D. Program	1,618,000	1,620,000	668,198.37	110,702.88	795,406.63	156,395.00	90.3%
2099929 FAMD Capital							
2099929 673100 ConstContr	0	212,122	.00	.00	.00	212,122.00	.0%
TOTAL FAMD Capital	0	212,122	.00	.00	.00	212,122.00	.0%
TOTAL F.A.M.D. #1	-711,900	-497,778	492,392.69	20,104.47	795,406.63	-1,785,577.32	-258.7%
TOTAL REVENUES	-2,329,900	-2,329,900	-175,805.68	-90,598.41	.00	-2,154,094.32	
TOTAL EXPENSES	1,618,000	1,832,122	668,198.37	110,702.88	795,406.63	368,517.00	

BEGINNING FUND BALANCE 7/1/2025	910,643.30
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES	-492,392.69
ENDING FUND BALANCE 1/31/2026	418,250.61

FAMD Financial Monthly Report	
Month: Janaury 2026	
Monthly Income	$90,598.41
Monthly Expenses	$110,702.88
Available Budget - Expenses	$156,395.00
Available Encumbered - Expenses	$795,406.63
Available Total Budgeted Expenses	$951,801.63
Operations Budget (Approved)	$1,620,000.00
Capital Budget (Actual)	$212,122.00
Total Projected Expendatures	$2,141,586.00
Assessed & Tax Collection Revenues	$2,329,900.00
FY Projected Balance	$709,900.00
Current Fund Balance	$418,250.61
Project Fund Balance End of FY 2025/26	$606,564.61

Projected FY 2025/26			
Revenue	$	2,329,900.00	
Expendatures	$	1,620,000.00	
Total	$	709,900.00	

Actual to YTD - December 2025			
Revenue	$	175,805.68	
Expenditure	$	668,198.37	
Total	$	(492,392.69)	

FAMD #1

INDIAN WELLS COUNTRY CLUB COMMUNITY

SECURITY REPORT

Paul A. Stotesbury
Site Security Director
January, 2026

January 13 - Manitou Gate, H/O struck arm slight damage, arm replaced. Report and pictures to DRM

January 23 - Club Gate, landscaper hit entry arm, no damage. Report and pictures to DRM

FIRE DEPARTMENT/ PARAMEDICS

RESPONSES - 19 TRANSPORTS – 11

RSO

ROUTINE PATROL – 33 CALLS FOR SERVICE - 3

OPEN GARAGE DOOR – 41 OPEN OTHER DOORS – 19

CLUB HOUSE DOORS – 24 TRANSPONDERS INSTALLED – 52

Indian Wells Country Club FAMD #1
Security Staffing Report

	Employee Name	Length of Service at Allied Universal in Months	Length of Service at IWCCC in Months	Position	Scheduled Work Days	Scheduled Work Hours	Total Scheduled Hours/Day	Total Scheduled Hours/Week
1	Casarez, Jose	97	94	Security Officer	Sun/Thurs	2pm-10pm	8	40
2	Garcia, Dominick	3	3	Security Officer	Tues/Sat	2pm-10pm	8	40
3	Gonzalez, Gonzalo	44	26	Security Officer	Sun/Tues/Wed	2pm-10pm	8	24
4	Gray, Ken	40	40	Security Officer	Mon/Tues	2pm-10pm	8	16
5	Hernandez, Josue	18	18	Security Officer	Thurs/Sun	10pm-6am	8	40
6	Hosamane, Mahinder	148	198	Security Supervisor	Sun/Thurs	10pm-6am	8	40
7	Hullaby. Leticia	4	4	Security Officer	Wed/Sun	2pm-10pm	8	40
8	Lara, Marvin	151	150	Security Senior Supervisor	Mon/Sat	6am - 2pm	8	40
9	Lizarraga, Jesus	12	11	Security Officer	Thurs/Mon	6am-2pm	8	40
10	Parsons, Caleb	13	13	Security Officer	Wed/Sun	2pm/10pm	8	40
11	Pennington, Sandra	41	42	Security Officer	Fri/Mon	10pm-6am	8	32
12	Penny, Max	47	47	Security Officer	Tues/Sat	2pm-10pm	8	40
13	Perez, Helen	25	34	Security Officer	Wed/Sun	2pm-10pm	8	40
14	Rivas, Adam	11	11	Security Officer	Sat/Wed	varieas	8	40
15	Sandoval, Andrea	105	82	Security Officer	Sat-Wed	6am-2pm	8	40
16	Wright, Shawn	36	34	Security Supervisor	Tues/Sat	10pm-6am	8	40
17								
18	Stotesbury, Paul	125	91	Site Security Supervisor	Mon- Fri	Varies	8	40
19	Part Time			Security Officer		6am-2pm	8	16
	TOTALS	920	898					648
	AVERAGES	54.06	52.82					

Change Change

Stats for 2018

Event	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Access Denied	0	0	0	0	0	0	0	0	0	0	0		0
Alarm Checks-Security	1												1
Animal Control on site	0												0
Animal Issues	1												1
Burglaries	0												0
Thefts	0												0
Garage Doors Open	41												41
A Shift up to 1400 hrs	22												22
B Shift up to 2200 hrs	19												19
C shift after 2200 hrs	0												0
Doors Open (Other)	19												19
Golf Cart Issues	0												0
Homeowner Assist/Welfare Check	2												2
Landscape/Light Issues	0												0
Medical Response / Fire Dept.	19												19
Noise Issues	1												1
Other - Domestic Issue	0												0
Parking Issues	2												2
Public Utility Issue	0												0
Process Servers	6												6
Property Issues/Damage	2												2
Realtor Issues	0												0
Sheriff on Site	36												36
Alarm Response/Call In	3												3
Routine Patrol	33												33
Suspicious Events	0												0
Traffic/Street Issues	0												0
Vandalism	0												0
Vendor Issues	0												0
Water Issues	11												11

CERTIFICATE OF CITY OF INDIAN WELLS
TO THE RESULTS OF THE CANVASS OF FIRE ACCESS MAINTENENACE DISTRICT ELECTION RETURNS

I, **ANGELICA AVILA**, City Clerk of the City of Indian Wells, do hereby certify that, in pursuance of the provisions of Sections 15372, and 15374 of the California Elections Code, I did canvass the returns of the votes cast on January 19, 2026, as part of the Fire Access Maintenance District Election in the:

CITY OF INDIAN WELLS

and I further certify that the statement of votes cast, to which this certificate is attached, shows the whole number of votes for each candidate for elective office at said election, in said District and that the totals as shown for each candidate are full, true, and correct.

Fire Access Maintenance District (Vote for 2)

Board Candidate	Votes Cast
Margaret (Marge) Barry	75
Reed Beidler	37
Mark Butier	92
Bobbe Homes	58
Tony Trocino (Incumbent)	106
Write-In	1

Dated this 6th day of February 2026.

Angelica Avila

Angelica Avila, MMC
City Clerk
City of Indian Wells

STAFF REPORT

DATE: February 12, 2026

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Desert Resort Contract Amendment for Accounting Services

---

SUMMARY:

In January, Indian Wells Finance Director Kevin McCarthy presented to the Board of Directors his recommendation to move accounting services to the FAMD management contractor, Associa/Desert Resort Management (DRM).

The contract amendment has been completed and reviewed by the City Attorney. The original contract included a term of 2023–2026 with two one-year extension options. The amendment updates the term to a five-year agreement covering 2023–2028.

Compensation will remain unchanged through FY 2025–26. Associa/Desert Resort Management has requested a 5% increase ($318.00 per month) for FY 2026–27, and a 3% increase ($200.00 per month) for FY 2027–28. An updated schedule of fees (e.g., copies, postage, etc.) has also been incorporated into the new contract version.

The Branch President and Senior Accountant from Desert Resort Management will be present to answer any questions.

ATTACHMENTS
Contract amendment

FISCAL IMPACT:
No fiscal impact for FY 2025-26
A $3,816.00 impact to Contract Services for FY 2026-27
A $6,216.00 impact to Contract Services for FY 2027-28

RECOMMENDATIONS
1. Approve the contract amendment with DRM.
2. Authorize a Bank account to be opened by DRM with Banc of California and for management to request a $250,000.00 initial deposit.

SECOND AMENDED AND RESTATED
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
PROFESSIONAL SERVICES AGREEMENT

This Second Amended and Restated Agreement, effective _____, 2026 ("Effective Date"), is between the **Fire Access Maintenance District No. 1** ("District") of the City of Indian Wells ("City"), a public agency of the City with its principal place of business at 44-950 Eldorado Drive, Indian Wells, California 92210 ("District"), and **Desert Resort Management, Inc**., a California Corporation with its principal place of business at 42-635 Melanie Place, Ste. 103, Palm Desert, CA 92211 ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. The Parties entered into the original Agreement in 2023 and amended the Agreement in July 2025. The Parties desire to again amend and restate the Agreement.

B. District is a public agency of the City and is in need of professional services for the following project: Management Services (hereinafter referred to as "the Project").

C. Consultant is duly licensed and has the necessary qualifications to provide such services.

D. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals.

The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit "A."

3. Compensation.

a. Subject to paragraph 3(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month plus specified expenses described in Exhibit "B"** without written approval of District's Manager. Periodic payments shall be made within 30 days of receipt of an

invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. A 5% increase to fiscal year 2026-2027 and a 3% increase to fiscal year 2027-2028 will be added to the compensation not to exceed amount for services.

c. Consultant acknowledges that it is hereby contracting to provide services to the District and will only look to District funds for payment of any amounts owed under, or arising from, the Agreement. Under no circumstances will City funds, other than District funds, be a source of payment for any obligations arising under this Agreement.

d. Reimbursement for Costs and Expenses. Consultant shall be reimbursed for repair and maintenance costs, including, but not limited to, expenses at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. If a cost or expense is not listed in Exhibit "B," Consultant shall be reimbursed for the actual cost of such expense. Consultant shall submit to FAMD a monthly itemized invoice for all costs and expenses. FAMD shall, within forty-five (45) days of receiving such invoice, review such invoice and pay all authorized charges thereon. Consultant's monthly compensation for costs and expenses under this Section 3.d. shall not exceed $15,000.00 for the fiscal year and shall not exceed $5,000.00 in any given month.

4. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

6. Term

The term of this Agreement shall be from July 1, 2023, to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

7. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances .a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's

performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

8. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

9. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

10. Conflicts of Interest.

During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the District and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the District.

11. City Business Certificate.

Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

12. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

13. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

14. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project

(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by

him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25S or equivalent), together with required endorsements. All evidence of insurance shall be signed by

a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

15. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation

to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

16. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect

Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

17. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

18. District Material Requirements.

Consultant is hereby made aware of the District's requirements regarding materials, as set forth in City of Indian Wells **financial policies and standard operating procedures of the Fire Access Maintenance District**, which are deemed to be a part of this Agreement.

19. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

20. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

21. Attorneys' Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the District shall be considered as "attorneys' fees" for the purposes of this Agreement.

22. Responsibility for Errors.

Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as maybe required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to District, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the District and to participate in any meeting required with regard to the correction.

23. Prohibited Employment.

Consultant shall not employ any current employee of District to perform the work under this Agreement while this Agreement is in effect.

24. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

25. Organization

Consultant shall assign Scott Matas or designee appointed by Desert Resort Management CEO Mark Dodge as District Manager. The District Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

26. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

27. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:	CONSULTANT:
Fire Access Maintenance District No. 1 of the City of Indian Wells 44-950 Eldorado Drive Indian Wells, California 92210 Attn: Ken Seumalo, Public Works Director	Desert Resort Management 42-635 Melanie Pl, Ste. 103 Palm Desert, CA 92211 Attn: Mark Dodge

and shall be effective upon receipt thereof.

28. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

29. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

31. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

32. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However,

Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

33. Non-Waiver

The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

34. Time of Essence

Time is of the essence for each and every provision of this Agreement.

35. Headings.

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

36. Amendments.

Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

37. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

38. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

39. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

40. Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

41. Reserved.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS AND DESERT RESORT MANAGEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS

By: _____
DINA PURVIS
PUBLIC WORKS DIRECTOR

By: _____
CHRISTOPHER FREELAND
CITY MANAGER

ATTEST:

By: _____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

By: _____
BEST, BEST & KRIEGER LLP
DISTRICT LEGAL COUNSEL

DESERT RESORT MANAGEMENT

By: _____
Its: _____
Printed Name: _____

By: _____
Its: _____
Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall perform the following Management duties:

1. Make investigations and recommendations regarding the affairs and operations of the FAMD and regarding the proper performance of obligations pertaining to the FAMD.
2. Investigate complaints in relation to matters concerning the administration of the FAMD and in regard to the service maintained by public utilities and other parties.
3. Exercise general supervision over FAMD properties, which are under the control and jurisdiction of the Board.
4. Retain official records for the FAMD and submit copies of the same to the City.
5. Prepare specifications and oversee bid requirements as specified in the Indian Wells Fiscal Policies and Procedures Manual ("Fiscal Procedures Manual") and prepare and enter into resulting contracts. In the event that the preparation of specifications and bid requirements is for an expertise such as drainage installations, road repairs and concrete curbing, management shall not be expected to house this level of information internally but may request involvement of FAMD engineer or city staff in preparation and evaluation of specifications and proposals. Consultant will contract directly for the work and will ensure that contracted work is within the FAMD-approved budget.
6. Prepare the Board information packets for the monthly Board meetings.
7. Submit to the Indian Wells City Clerk's office the Board meeting notices and agendas in accordance with the State law.
8. Attend Board of Directors meetings and take minutes on behalf of the Board Secretary, obtaining Board Secretary's signature on final, approved minutes.
9. Maintain FAMD website, including preparation of newsletter to properties in the FAMD if requested by board. If photocopying is done by DRM, the cost shall be at the per copy rate as found in Exhibit B.
10. Prepare for approval by the Board and submittal to the City Finance Director necessary financial documents as required in the Fiscal Procedures Manual, including the annual budget and Capital Improvement Plan and preparation of paperwork associated with creation of and approval of the requisitions associated with the budgetary process.
11. Review and report to the Board on the monthly Financial Statements.
12. Supervise contractors engaged by the FAMD.
13. Management of gate security through a security contract.
14. Attend up to one additional Ad Hoc Committee meeting per month if requested. Additional attendance if requested shall be at the hourly rate as found in Exhibit B.
15. Prepare Personal Services Agreements for any ongoing maintenance vendor.
16. Follow and comply with the City of Indian Wells' Policy Manuals, including, but not limited to the City's Purchase Policy and Administrative Policy.
17. Provide administrative support and coordinate with City liaison and City support staff.

EXHIBIT B
Schedule of Charges/Payments

Consultant will invoice District on a monthly cycle. The total compensation shall not exceed **Six Thousand Three Hundred Fifty-Eight dollars ($6,358.00) per month, plus specified expenses described below** without written approval of FAMD's Finance Department. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. A 5% increase to fiscal year 2026-2027 and a 3% increase to fiscal year 2027-2028 will be added to the compensation not to exceed amount for services.

Associa
Desert Resort Management

Exhibit A

Itemized Charges for Periodic Routine Services
Published August 1, 2025
Effective the first of the new budget year of association following above publish date.

Item	Charge
Records Storage	$3.95 per box per month (billed annually)
ACH Maintenance Fee	$5.25 per unit enrolled per year (billed annually)
Coupon Booklets	$14.99 per booklet includes envelopes (replacement/new owner)
Billing Statements/Late Notices	$3.50 each + current postage rate includes envelopes
Envelopes	$0.25 regular size. $0.99 large
Manual Bank Deposit	$50.00 each
Notary Services	$15.00 per signature
Mobile Notary Services	$15.00 per signature + ancillary services $50.00 - $100.00 depending on location
Community Mailings	$0.30 per sheet + printing + current postage rate
Investment Purchase or Redemption	$100.00 per transaction
Name and Address Labels	$25.00 per set
Checks - A/P	$0.45 each
Emergency or Manual Check Processing	$25.00 each
Financial Statement Cost Center/Fund/Department set up and maintenance One Operating and One Reserve Fund included	$250.00 set up + $150 per month per cost center/fund/department in excess of one operating and one reserve fund
Materials Reproduction (copies/scanning/printing)	$0.28 per page - black/white; $1.00 per page - color
1099 Processing	$29.00 per page
Pass-thru Transactions	Cost + 10% admin fee
Notice by Certified Mail	$20.00 + current postage rate (International $30.00 + current postage rate)
Postage	Current Postage Rate
Agent's Executive Staff	$175.00 per hour
Agent's Community Managers	$145.00 per hour
Agent's Administrative & Accounting Staff	$65.00 per hour
Holiday Meetings	$250.00 per hour
Saturday Meetings/Extra Meetings/Meetings Past 8:00 p.m.	Applicable hourly rate
Mileage (Above contract obligation)	Current IRS Mileage Rate
Secretary of State Filings (includes electronic filling)	$175 per filing
Balcony inspection reporting	$150.00 (inspection costs not included; billed separately)
Stormwater reporting as required by local agencies	$150.00 (inspection costs not included; billed separately)
Special Assessment Set-up, processing, and monitoring	$250.00 set up + $150 per month with any open balances
Supplemental Budget Preparation	$250.00 + Cost of Distribution
Year-end CPA Preparation/Tax Filings	$275.00 - $650.00 (Depending on size of Association)
Community Set-up/Transition Fee (In & Out)	$550
Electronic Voting Monitoring	$250 annual maintenance plus $5.00 per owner registration (billed annually)
Newsletters	**Included** No charge for formatting. Printing, Content, Postage - Not Included; billed separately
Non-routine services outside of contract	Applicable hourly rate

All Items Billed on Owners Account	
Towing Administration	$85.00 per incident (billed to owner)
Hearing Notices Administration	$85.00 per notice (billed to owner)
Application Processing	$25.00 - $100.00 per submittal (Billed to owner) *Plan check services not included *DocuSign capabilities billed as an extra cost within submittal cost
Private Transfers Outside of Escrow	$325.00

Transfer, Resale and Disclosure Certificates	
Escrow Disclosure Packages	Pricing depends on documents requested (Collected in escrow)
Transfer Fee (resale)	$325.00 (Collected in escrow)
Transfer Fee (developer initial set-up per unit/lot)	$225.00 (Collected in escrow)
Covenants Compliance Inspections	$275.00 (Collected in escrow)

Architectural Administration and Compliance	
Site Inspections	Applicable hourly rate for inspections in excess of contract
Smart Webs	Pricing depends on size of Association

Website & Electronic Services	
Annual Domain Fee	$60.00
Custom Domain Name Transfer or Set-Up and Basic Set-Up Fee	$125.00 plus cost of domain name registration
E-Blast Service	$50.00 (unlimited) billed monthly
Technology Services (Zoom, GoTo Meeting, Survey Monkey, DocuSign)	$35.00 billed monthly
Electronic Records Storage	$65.00 billed semi-annually
Town Square	**Included** basic package, add on modules are extra

Delinquency Monitoring/Management (All Items Billed on Owners Account)	
Title Check	$75.00
Returned Check or ACH	$35.00 per item
Payment Plan Setup & Monitoring	$125.00 Setup/$15 monthly monitoring fee
Collection Turnover	$150.00 one-time fee, account referred to Attorneys/Collection Service
Delinquency Courtesy Letter / Late Statement Processing Fee	$15.00
Delinquency Notice Processing	$25.00
Pre-Lien Processing	$175.00
Lien Processing	$250.00 plus costs
Notice of Default Processing	$150.00 plus costs
Release of Lien Processing	$100.00 plus costs

Access Control Administration	
Access Devices	Per Association Policy (Billed to owner)
New Owner Set Up	$75.00 (Billed to owner's account)
Kiosk/New Device Programming	$25.00 per change (Billed to owner's account)
Community Reprogramming	$250.00 - $600.00 per project (Billed to Association)

STAFF REPORT

DATE: January 8, 2026

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Manitou/ Quail Run Road Rehab Project

SUMMARY:

The Board of Directors approved the District Manager to release a Request for Proposals (RFP) to rehab portions of Manitou Drive and Quail Run. The RFP was released November 15, 2025, and all proposals were to be returned by December 26, 2025. Four proposals were received on time and all bidders qualified with competed bid packages. The most responsive bid was the low bidder, International Paving Services (IPS) at $111,445.00.

ATTACHMENTS

All Bid Forms
Spreadsheet project Bid Break Down

FISCAL IMPACT:

$111,445.00 + $1,181.00 (fiber options) + $16,893.90 (15% Contingency) = $129,519.90

RECOMMENDATIONS

1. Approve a contract with International Paving Services for $112,626.00 plus a 15% contingency.
2. Authorize the District Manager and the finance department to pay from the capital improvement fund.

Manitou & Quail Run Street Rehab Project Proposal for the FAMD Project No. FAMD 11.2025

Company	Mobilzation	SWPPP	Dust control	Survey & Staking	Manitou	Quail Run	Striping	Traffic Control	Total	Utility Replacment - Optional	Fiber Additive - Optional	Total with options	Bid package	License	Notes
United Paving Company	$ 15,498.00	$ 6,478.00	$ 6,882.00	$ 4,188.00	$ 53,281.80	$ 70,452.00	$ 6,771.00	$ 6,976.00	$ 170,526.80	$ 19,741.00	DNB	$ 190,267.80	Complete	Valid	Bid packeage Received 12/23/2025
International Paving Services (IPS)	$ 12,620.00	$ 4,450.00	$ 250.00	$ -	$ 34,125.00	$ 52,000.00	$ 3,500.00	$ 4,500.00	$ 111,445.00	DNB	$ 1,181.00	$ 112,626.00	Complete	Valid	Bid packeage Received 12/29/2025 FedEx postmarked 12/22/2025
NPG, Inc.	$ 2,500.00	$ 1,000.00	$ 500.00	$ 500.00	$ 50,508.00	$ 73,077.00	$ 2,500.00	$ 5,000.00	$ 135,585.00	DNB	DNB	$ 135,585.00	Complete	Valid	Bid packeage Received 12/22/2025
Prestige Paving Company Inc.	$ 4,407.00	$ 2,825.00	$ 5,085.00	$ 113.00	$ 57,007.16	$ 87,063.10	$ 2,034.00	$ 9,073.00	$ 167,607.26	$ 113.00	DNB	$ 167,720.26	Complete	Valid	Bid packeage Received 12/26/2025
										Engineer's Estimate		$ 167,737.00			

STAFF REPORT

DATE: October 9, 2025

TO: Honorable FAMD Board Members

FROM: FAMD District Manager

SUBJECT: Street Striping Project

SUMMARY:

The Board directed the District Manager to solicit bids for re-striping several main arterial streets within the district boundaries. The initial bid received exceeded expectations, prompting a revision to narrow the scope of work.

A revised Request for Proposals (RFP) was distributed to multiple road contractors, resulting in two returned proposals. Upon review, both proposals appear to align in terms of scope of work; however, the bid amounts differ significantly.

The District Manager will provide a more detailed verbal report during the meeting to explain the differences and offer recommendations.

ATTACHMENTS

Proposal from:

- International Paving Services (IPS)
- AMS Paving

FISCAL IMPACT:

Up to $20,000.00

RECOMMENDATIONS

1. Approve the District Manager to write a contract for an amount not to exceed $22,297.20.
2. Approve the expenditure to be drawn from capital improvement funding.