



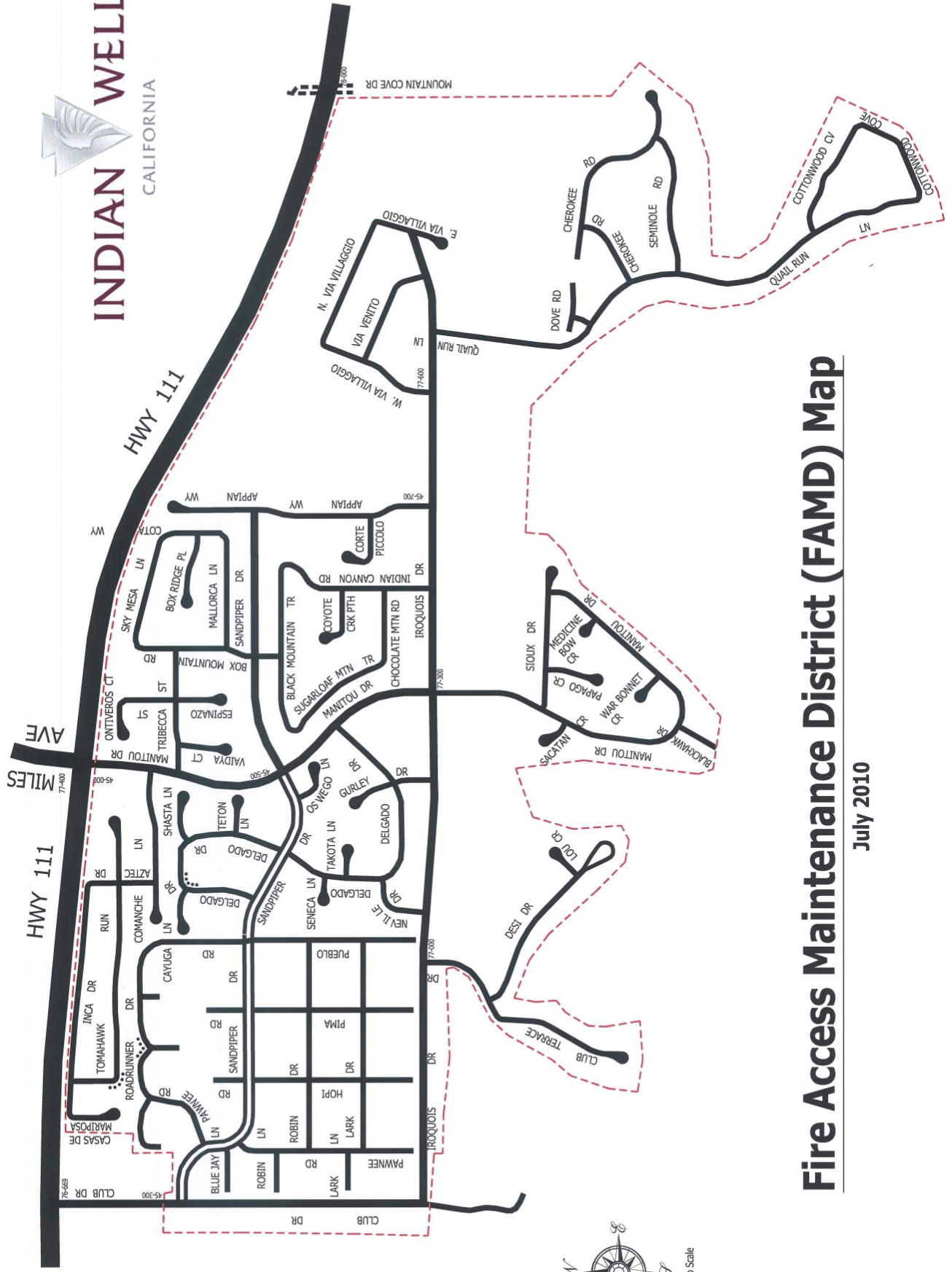
**INDIAN WELLS COUNTRY CLUB COMMUNITY
FIRE ACCESS MAINTENANCE DISTRICT
(FAMD) NO. 1**

**BOARD OF DIRECTORS MEETING
Agenda for
April 13, 2023
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



INDIAN WELLS
CALIFORNIA



Fire Access Maintenance District (FAMD) Map

July 2010



Not to Scale



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

BOARD OF DIRECTORS 2022-2023

Director	Term Ends
Name: Larry "Bear" Bonafide (Chair) Phone: (760) 345-8316 Email: larrybonafide@verizon.net	February 28, 2025
Name: Margaret "Marge" Barry (Vice Chair) Phone: (760) 772-0404 or (760) 219-3100 cell Email: iwmarge@gmail.com	February 28, 2026
Name: Charlie Jones (Secretary) Phone: (760) 200-0491 Email: COJ1939@gmail.com	February 28, 2025
Name: Tony Trocino (Director) Phone: (760) 610-1751 Email: trotony7@dc.rr.com	February 28, 2026
Name: Kurt Yeager (Director) Phone: (949) 632-6157 Email: eky@sbcglobal.net	February 28, 2025
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

April 13, 2023 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

Chairman - Larry Bonafide
Vice Chairman – Margaret “Marge” Barry
Secretary – Charlie Jones
Director - Tony Trocino
Director – Kurt Yeager
IWCC Representative – Dennis Coker

2. PLEDGE OF ALLEGIANCE



3. APPROVAL of the FINAL AGENDA

April 13, 2023

Page(s) 4-5

4. PUBLIC COMMENTS

All persons wishing to address the FAMD Board should fill out a Blue Public Comment Request form in advance and hand it to the FAMD District Manager. 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; March 12, 2023
- b. Financials; March 2023

Page(s) 6-8
Page(s) 9

6. SECURITY REPORT

- a. March 2023 Security Report

Page(s) 10-13



7. OLD BUSINESS

- a. IWCC Bridge Load Capacity Update
- b. Subcommittee for District Management Services
- c. Manitou Gate Arm

Page(s) Verbal
Page(s) Verbal
Page(s) 14

8. NEW BUSINESS

- a. Allied Universal Security Contract
- b. FAMD 2-Yr Budget
- c. LED Landscaping Lights
- d. Upgraded Cameras

Page(s) 15-23
Page(s) Pending
Page(s) Pending
Page(s) Pending

9. FAMD DISTRICT MANAGERS REPORT

- New Security Software
- Guard House Remodel
- Speed Trailer Camera
- LPR Cameras
- RFP for Priority 3
- Front Entrance Landscaping
- Controlled Intersection – Sandpiper and Delgado Drive

10. BOARD MEMBERS COMMENTS

11. ANNOUNCEMENTS

Next Meeting May 11, 2023

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 April 10, 2023, I caused to be posted a notice of a FAMD #1 Board Meeting to be held on Thursday April 13, 2023, 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

March 9, 2023

1. CALL TO ORDER

Chairman Bonafide called meeting to order at 10:06 A.M.

ROLL CALL

PRESENT: Chairman Larry Bonafide
Vice Chair Margaret "Marge" Barry
Secretary Charlie Jones
Director Tony Trocino
Director Kurt Yeager

ABSENT: IWCC Rep Dennis Coker

ALSO, PRESENT: District Manager (DM) Scott Matas (Desert Resort Management/ Associa),
Jennifer Aguilar (City of Indian Wells, Public Works Administrative Assistant)
Paul Stotesbury (Allied Universal, (DOS) Director of Security),
Mark Dodge (Desert Resort Management/ Associa, President & CEO)

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE FINAL AGENDA

A motion was made by Director Tony Trocino and a 2nd by Vice Chair Marge Barry to approve the agenda for the March 9, 2023 FAMD board meeting. Motion carried 5/0.

4. PUBLIC COMMENTS – No Comments

5. CONSENT CALENDAR

- a. Minutes; February 9, 2023
- b. Financials; February 2023

A motion was made by Director Charlie Jones and a 2nd by Director Tony Trocino to approve the Consent Calendar in whole. Motion carried 5/0

6. SECURITY REPORT

- a. February 2023 Security Report
DOS Stotesbury updated the Board of Directors and answered questions.

7. OLD BUSINESS

a. IWCC Bridge Load Capacity Update

A demand letter was sent to the Indian Wells Country Club (see attachment)

b. Subcommittee for District Management Services

The Board of Directors were updated that the Public Works Department has released the RFP with the following timeline:

TENTATIVE SCHEDULE	
RFP Published:	March 06, 2023
Questions from Proposers Due:	March 17, 2023
Questions and Answers Posted:	March 30, 2023
Proposals Due:	April 10, 2023
Review of Proposals:	April 13 – 27, 2023
Anticipated Contract Award:	June 8, 2023

c. Front Entrance Desert Landscaping Project

The Board of Directors were updated on the progress. Conserve Landcare is waiting on the final approvals from the turf buy back program and will begin construction in the near future.

8. NEW BUSINESS

a. Manitou Gate Arm

The Board of Directors reviewed a proposal to replace the residential entrance gate arms with LED lite gate arm at the Manitou and Club entrances.

A motion was made by Director Tony Trocino and a 2nd by Director Charlie Jones to approve the LED gate arm proposal with AMS Connect for an amount not to exceed \$2,100.00 and for the finance department to pay the invoice with GL Account 2098601 565000. Motion carried 5/0.

b. Controlled Intersection – Sandpiper and Delgado Drive

The Board of Directors reviewed a request from a resident that the intersection of Sandpiper and Delgado be considered for a 4-way or 2-way stop. The community manager gave a update on the controlled and the uncontrolled intersections. The Chairman made comments in favor of the intersection being controlled. Director Yeager made comments in opposition due to the process.

A motion was made by Chairman Larry Bonafide and a 2nd by Director Charlie Jones to approve the installation of a 4-way stop at Sandpiper and Delgado. After future discussion the motion was amended to a 2-way stop with Delgado being the controlled street and to approve the amount not to exceed \$2,500.00 with the installation of the stop signs and painting of the stop line and stop stencil. The board also approved the barrowing of funds from the professional services budget GL Account 2098601 531000. Motion carried 3/1/1 with Director Yeager voting no and Vice Chair Barry abstaining.

9. DISTRICT MANAGER REPORT

District Manager gave an update on the Guard House Remodel, speed trailer camera reimbursement, LPR Cameras, light upgrades and replacements at the entrances and bridges, replacement of signs and the repairs of the manitou entrance gate arm.

10. BOARD MEMBER COMMENTS

Vice Chair Barry stated that she would like to explore signage that would state the guest would yield to residents when both entry lanes are occupied. The board gave the district manager the authority to bring back the item to the next meeting for a discussion.

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 March 9, 2023 in person at the City of Indian Wells council chambers.

12. ADJOURNMENT

There being no more business, meeting was adjourned by Chair Bonafide at 11:12 A.M.

Respectfully Submitted, Scott Matas, District Manager

Attested to: _____ Date: _____

Charlie Jones, FAMD Secretary

YEAR-TO-DATE BUDGET REPORT

MAR 2023

FOR 2023 09

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
209 F.A.M.D. #1							
2090000 F.A.M.D. #1							
2090000 411100 CYSecPrpTx	-349,470	-349,470	-159,307.39	.00	.00	-190,162.61	45.6%
2090000 411200 CYUnsPrpTx	-8,050	-8,050	-8,766.01	.00	.00	716.01	108.9%
2090000 411300 PYPrpTx	-2,010	-2,010	-1,851.84	-296.76	.00	-158.16	92.1%
2090000 411400 RollPrpTx	-1,780	-1,780	-3,144.15	-3,144.15	.00	1,364.15	176.6%
2090000 412100 PrpTx P&I	-470	-470	.00	.00	.00	-470.00	.0%
2090000 421100 Fire Acces	-1,200,000	-1,200,000	-694,642.21	.00	.00	-505,357.79	57.9%
2090000 431100 Const Pmt	-1,180	-1,180	.00	.00	.00	-1,180.00	.0%
2090000 451100 Invst Earn	-92,250	-92,250	.00	.00	.00	-92,250.00	.0%
2090000 461500 PropTxRelf	-1,640	-1,640	-827.52	.00	.00	-812.48	50.5%
2090000 486300 Misc Rev	-3,330	-3,330	-1,990.57	-380.00	.00	-1,339.43	59.8%
TOTAL F.A.M.D. #1	-1,660,180	-1,660,180	-870,529.69	-3,820.91	.00	-789,650.31	52.4%
2098601 F.A.M.D. Program							
2098601 531000 Prof Svcs	160,500	160,500	73,266.58	14,668.20	60,528.70	26,704.72	83.4%
2098601 533000 Contr Svcs	903,700	952,153	603,589.32	84,165.14	348,624.41	-60.73	100.0%
2098601 542000 Utilities	19,900	29,400	23,395.01	3,595.18	6,004.99	.00	100.0%
2098601 544000 Bldg&GrMnt	100,600	107,720	51,385.26	14,168.40	51,126.80	5,207.94	95.2%
2098601 545000 Infrastruc	114,350	122,000	79,091.83	10,113.25	42,908.17	.00	100.0%
2098601 552000 Communicat	18,450	26,050	12,338.20	1,600.86	6,221.45	7,490.35	71.2%
2098601 561000 Office Exp	9,550	9,550	5,496.57	1,040.68	3,594.69	458.74	95.2%
2098601 563000 Opr Matr's	1,600	1,600	1,059.92	132.49	225.10	314.98	80.3%
2098601 565000 MinorEquip	2,650	2,650	.00	.00	.00	2,650.00	.0%
2098601 591600 IndrctCost	15,000	15,000	7,500.00	.00	.00	7,500.00	50.0%
TOTAL F.A.M.D. Program	1,346,300	1,426,623	857,122.69	129,484.20	519,234.31	50,266.00	96.5%
2099929 FAMD Capital							
2099929 673100 ConstContr	539,062	706,061	660,374.34	.00	25,000.10	20,686.56	97.1%
TOTAL FAMD Capital	539,062	706,061	660,374.34	.00	25,000.10	20,686.56	97.1%
TOTAL F.A.M.D. #1	225,182	472,504	646,967.34	125,663.29	544,234.41	-718,697.75	252.1%
TOTAL REVENUES	-1,660,180	-1,660,180	-870,529.69	-3,820.91	.00	-789,650.31	
TOTAL EXPENSES	1,885,362	2,132,684	1,517,497.03	129,484.20	544,234.41	70,952.56	
BEGINNING FUND BALANCE 7/1/2022			2,151,077.53				
CHANGE IN FUND BAL - NET OF REVENUES/EXPENSES			-646,967.34				
ENDING FUND BALANCE 3/31/2023			1,504,110.19				

FAMD #1

INDIAN WELLS COUNTRY CLUB COMMUNITY

SECURITY REPORT

**Paul A. Stotesbury
Site Security Director
March, 2023**

- March 11 - Sky Mesa, H/O complained loud music, patrol/ RSO responded, RSO made contact noise shut down**
- March 17 - Corte Piccolo, H/O complained loud music, patrol contacted and music turned down**
- March 20 - Manitou Gate, vendor ran into resident entrance arm, tore off, report and pictures to DRM**

FIRE DEPARTMENT/ PARAMEDICS

RESPONSES –11

TRANSPORTS – 5

RSO

ROUTINE PATROL – 5

CALLS FOR SERVICE – 10

OPEN GARAGE DOOR – 60

OPEN OTHER DOORS – 0

TRANSPONDERS SOLD – 54

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	Alcala	2	2	Security Officer	Wed/Sun	1400-2200	8	40
2	Bonner, Betty	8	8	Security Supervisor	Tues/Sat	10pm-6am	8	40
3	Cabanilla, Danny	42	42	Security Officer/Supervisor	Fri/Mon	2pm - 10pm	8	40
4	Casarez, Jose	63	60	Security Officer	Sun/Thurs	2pm-10pm	8	40
5	Gray, Ken	6	6	Security Officer	varies		8	20
6	Hertwig, Robert	1	1	Security Officer	Thurs/Sun	10pm-6am	8	40
7	Hosamane, Mahinder	114	164	Security Supervisor	Sun/Thurs	10pm-6am	8	40
8	Lara, Marvin	115	112	Security Senior Supervisor	Mon/Sat	6am - 2pm	8	40
9	Pennington, Sandra	8	8	Security Officer	Fri/Mon	10pm-6am	8	32
10	Penny, Max	13	13	Security Officer	Tues/Sat	2pm-10pm	8	40
11	Ramos, Marcos	2	2	Security Officer	Sun/Thurs	2pm-10pm	8	40
12	Rios, Albert	6	6	Security Officer	Sun-Thurs	6am-2pm	8	40
13	Rios, Eric	96	96	Security Supervisor	Tues/Sat	2pm-10pm	8	40
14	Russel, Ronald	6	6	Security Officer	Wed/Mon	6am-2pm	8	40
15	Sandoval, Andrea	71	49	Security Officer	Sat-Wed	6am-2pm	8	32
16	Stotesbury, Paul	91	55	Site Security Supervisor	Mon- Fri	Varies	8	40
17								
18								
19	Part Time			Security Officer	varies			36
	TOTALS	644	630					640
	AVERAGES	40.25	39.38					

Change Change

Stats for 2018

[illegible]

May 2018

[illegible]

STAFF REPORT

DATE: April 13, 2023
TO: Honorable FAMD Board Members
FROM: FAMD District Manager
SUBJECT: Manitou Gate Arm Operator

SUMMARY:

The residential gate arm operator has been damaged but is currently working. On March 20, 2023, On Trac delivery van struck the gate arm while it was lowering and damaged the operator. The operator failed several times but after the most recent repair it has not failed. The District Manager is requesting approval to move forward with a replacement if the controller fails again and to seek restitution from the package delivery company On Trac.

Quote:

(1) Mega Arm Barrier Operator - (MATDCBB3 - \$4,254.00 + tax)
Estimated 4-6 hours of labor at \$129/hr to install and test

Total Estimated Cost: \$4,183.00 - \$4,441.00

20% preferred customer discount applied to parts only

*This is an estimate only. If additional time and/or material is required, AMS will notify you prior to additional cost.

FISCAL IMPACT:

Up to \$4,183.00

RECOMMENDATIONS

- Approve the amount of the proposal to not exceed \$4,183.00
- Authorize the City of Indian Wells finance department to fund this project with GL 552000 communication budget.

STAFF REPORT

DATE: April 13, 2023
TO: Honorable FAMD Board Members
FROM: FAMD District Manager
SUBJECT: Allied Universal Security

SUMMARY:

Allied Universal Security (AUS) is presenting an increase to the security contract based on the boards request to bring the pay rates to equal the industry standards for the more prestigious country clubs in the Coachella Valley. Using the Hideaway, Reserve and other country club security comps AUS is presenting the follow budget changes for the 2023/24 budget cycle. The contract will end in June of 2024 with an option for the board to consider a one-year extension.

In December of 2022 the board amended the contract to meet state mandated minimum wage increase. This is outlined in the amended contracted attached to this staff report. The new wage schedule will increase the contract by \$109,296.55 per fiscal year (FY) year.

Pages 16-19 – Amendment #1 (Current)
Pages 20-23 – Amendment #2 (Review for Approval)

FISCAL IMPACT:

\$1,057,620.79 for FY 2023/24.

RECOMMENDATIONS

- Approve amendment #2 to the AUS 2021 -24 contract and have the city of Indian Wells finance department factor in the increases to the 2023/24 budget.

AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
AND
ALLIED UNIVERSAL PROTECTION SERVICES

1. Parties and Date.

This Amendment No. 1 to the Agreement (as defined herein) is made and entered into as of this 1st day of January 2023, by and between the Fire Access Maintenance District No. 1 of the City of Indian Wells (“District”) and Allied Universal Protection Services, a Limited Liability Partnership, with its principal place of business at 1551 N. Tustin Avenue, Ste. 650, Santa Ana, CA 92705 with its (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The District and Consultant entered into an agreement entitled “Professional Services Agreement” dated July 1, 2021 (“Agreement”) for the purpose of retaining the services of Consultant to provide security guard services and patrol services.

2.2 Amendment Purpose. The District and Consultant desire to amend the Agreement to increase the compensation due to state mandated minimum wage increases.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 36 of the Agreement.

3. Terms.

3.1 Amendment. Section 3(a) of the Agreement is hereby amended in its entirety to read as follows:

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.” The total compensation shall not exceed an annual amount of Nine Hundred Twenty-Six Thousand Eighty Dollars and Eight Cents (926,080.08) without written approval of FAMD's Finance Department. Additional Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Amendment. Exhibit "B" of the Agreement is hereby amended to include the following:



**PROPOSED SECURITY BUDGET
FOR
Fire Access Maintenance District
Indian Wells Country Club
January 1, 2023 - June 30, 2023**

EXHIBIT A

1. REQUIREMENT: Provide unarmed, uniformed security professionals to enhance the security of the community by being highly visible, deter vandalism/crime and to perform additional duties as may be described in the post orders.

2. HOLIDAYS: Allied Universal Security Services recognizes the following seven (7) holidays: New Year's Day - Presidents Day - Memorial Day - Independence Day - Labor Day - Thanksgiving Day - Christmas Day. Security officers working on these days will be paid time and one/half, the cost of which will be billed to the Client at the OT/Holiday rate.

3. PROJECTED SECURITY COSTS

ITEM	WEEKLY HOURS	WAGE RATE	BILLING RATE	OT RATE/ HOLIDAY	MONTHLY RATE	ANNUAL RATE
Director of Security	40	\$31.00	\$50.45	\$36.86	\$8,576.50	\$51,459.00
Senior Shift Supervisor	80	\$18.50	\$30.11	\$45.17	\$10,237.40	\$61,424.40
Shift Supervisor	120	\$17.50	\$28.48	\$42.72	\$14,524.80	\$87,148.80
Security Officer	352	\$16.75	\$27.26	\$40.89	\$40,780.96	\$244,685.76
(1) Vehicle					\$1,200.00	\$7,200.00
TOTAL COST	592				\$75,319.66	\$451,917.96

Additional cost between January 1 to April 30 2023

Seasonal Security Officer	48	\$16.75	\$27.26	\$40.89	\$5,561.04	\$22,244.16
TOTAL COST	640				\$80,880.70	\$474,162.12

*Pricing includes all required taxes and insurance, management cost, training, supervision, uniforms, 100% medical, and security professional incentive performance awards program.

Annual vehicle rate may change during this term due to unstable MSRP and inventory demands.

CONTRACTOR:

Allied Universal Security Services

By: _____

Title: _____

Date: _____

CLIENT:

**Fire Access Maintenance District
Indian Wells Country Club**

By: _____

Title: _____

Date: _____

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF
THE CITY OF INDIAN WELLS
AND ALLIED UNIVERSAL PROTECTION SERVICES**

IN WITNESS WHEREOF, District and Consultant have entered into the Amendment No. 1
as of the date first set forth hereinabove.

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

Approved By:

SCOTT MATAS
DISTRICT MANAGER

KEN SEUMALO
PUBLIC WORKS DIRECTOR

CHRISTOPHER FREELAND
CITY MANAGER

Attested By:

ANGELICA AVILA
CITY CLERK

Approved as to Form:

FOR
BEST, BEST & KRIEGER, LLP
DISTRICT LEGAL COUNSEL

**ALLIED UNIVERSAL PROTECTION
SECURITY SERVICES**

Signature

Name

Title

Date

Signature

Name

Title

Date

AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF THE CITY OF INDIAN WELLS
AND
ALLIED UNIVERSAL PROTECTION SERVICES

1. Parties and Date.

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2.2 Amendment Purpose. The District and Consultant desire to amend the Agreement to increase the compensation due to state mandated minimum wage increases.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 36 of the Agreement.

3. Terms.

3.1 Amendment. Section 3(a) of the Agreement is hereby amended in its entirety to read as follows:

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.” The total compensation shall not exceed an annual amount of One Million Fifty-Seven Thousand Six Hundred Twenty Dollars and Seventy-Nine Cents (\$1,057,620.79) without written approval of FAMD's Finance Department. Additional Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Amendment. Exhibit "B" of the Agreement is hereby amended to include the following:



PROPOSED SECURITY BUDGET
Fire Access Maintenance District/Indian Wells Country Club
July 1, 2023 - June 30, 2024

EXHIBIT A

1. REQUIREMENT: Provide unarmed, uniformed security professionals to enhance the security of the community by being highly visible, deter vandalism/crime and to perform additional duties as may be described in the post orders.

2. HOLIDAYS: Allied Universal Security Services recognizes the following seven (7) holidays: New Year's Day - Presidents Day - Memorial Day - Independence Day - Labor Day - Thanksgiving Day - Christmas Day. Security officers working on these days will be paid time and one/half, the cost of which will be billed to the Client at the OT/Holiday rate.

3. PROJECTED SECURITY COSTS

ITEM	WEEKLY HOURS	WAGE RATE	BILLING RATE	OT RATE/ HOLIDAY	MONTHLY RATE	ANNUAL RATE
Director of Security	40	\$35.00	\$57.14	\$85.17	\$9,930.93	\$119,171.18
Senior Shift Supervisor	40	\$22.00	\$35.92	\$53.88	\$6,242.90	\$74,914.75
Shift Supervisor	128	\$20.00	\$32.65	\$48.98	\$18,158.62	\$217,903.49
Security Officer	384	\$18.00	\$29.39	\$44.09	\$49,036.63	\$588,439.53
(1) Vehicle					\$1,200.00	\$14,400.00
TOTAL COST	592				\$84,569.08	\$1,014,828.95

Additional cost between October 31, 2023 - April 30, 2024

Seasonal Security Officer	56	\$18.00	\$29.39	\$44.09	\$7,131.97	\$42,791.84
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*Pricing includes all required taxes and insurance, management cost, training, supervision, uniforms, security professional incentive performance awards program, 24-hours training, and 100% medical, dental, vision benefits to all officers after 60 days of assignment at FAMD/IWCC and 40 hours sick per year after 90 days of assignment at FAMD/IWCC (sick does not rollover into next year) and vacation policy after 90 days assignment at FAMD/IWCC as follows: 1-3 years = 1 week, 3-5 years = 2 weeks, 5+ years = 3 weeks. .

CONTRACTOR:

Allied Universal Security Services

By: _____

Title: _____

Date: _____

CLIENT:

**Fire Access Maintenance District
Indian Wells Country Club**

By: _____

Title: _____

Date: _____

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.5 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE FIRE ACCESS MAINTENANCE DISTRICT NO. 1 OF
THE CITY OF INDIAN WELLS
AND ALLIED UNIVERSAL PROTECTION SERVICES**

IN WITNESS WHEREOF, District and Consultant have entered into the Amendment No. 1
as of the date first set forth hereinabove.

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

Approved By:

SCOTT MATAS
DISTRICT MANAGER

KEN SEUMALO
PUBLIC WORKS DIRECTOR

CHRISTOPHER FREELAND
CITY MANAGER

Attested By:

ANGELICA AVILA
CITY CLERK

Approved as to Form:

FOR
BEST, BEST & KRIEGER, LLP
DISTRICT LEGAL COUNSEL

**ALLIED UNIVERSAL PROTECTION
SECURITY SERVICES**

Signature

Name

Title

Date

Signature

Name

Title

Date