

**PALM DESERT CITY COUNCIL
STUDY SESSION MEETING
AGENDA**

Thursday, February 13, 2025

3:00 p.m.

Council Chamber, City Hall

73-510 Fred Waring Drive

Palm Desert, California

NOTICE IS HEREBY GIVEN that the purpose of the Study Session is to review the items listed on the agenda. No action will be taken.

This is a joint meeting of the Palm Desert City Council, Successor Agency to the Palm Desert Redevelopment Agency, Palm Desert Housing Authority, and Palm Desert Board of Library Trustees. Pursuant to Assembly Bill 2449, this meeting may be conducted as a hybrid meeting allowing public access via teleconference or in person, and up to two Councilmembers may attend remotely.

WATCH THE MEETING LIVE: Watch the City Council meeting live at the City's website: <https://palmdesert.zoom.us/> or on the City's [YouTube Channel](#).

OPTIONS FOR PARTICIPATING IN THIS MEETING:

Send your comments by email to: CityClerk@palmdesert.gov.

Emails received prior to 10:00 a.m. on the day of the City Council meeting will be made part of the record and distributed to the City Council. Emails will not be read aloud at the meeting.

1. CALL TO ORDER - STUDY SESSION

2. STUDY SESSION TOPICS

**2.a UPDATE ON THE CIRCULATION ELEMENT GENERAL PLAN UPDATE
CASE NO. GPA25-0002**

3

RECOMMENDATION:

Receive an update on the General Plan Amendment of the Circulation Element.

2.b UPDATE ON NEW LIBRARY FACILITY PROJECT

29

RECOMMENDATION:

Receive an update on the current design and progress of the New Library Facility project.

3. ADJOURNMENT

4. PUBLIC NOTICES

NOTE: Pursuant to Assembly Bill 2449, this meeting may be conducted by teleconference. Study Session is accessible in person or on the City's website: www.palmdesert.gov under the Council Agenda link at the top of the page.

Agenda Related Materials: Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at www.palmdesert.gov by clicking "Council Agenda" at the top of the page.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

AFFIDAVIT OF POSTING

I, Michelle Nance, Acting Assistant City Clerk of the City of Palm Desert, do hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing agenda for the Palm Desert City Council, Successor Agency for the Palm Desert Redevelopment Agency, and Housing Authority, was posted on the City Hall bulletin board and City website www.palmdesert.gov no less than 72 hours prior to the meeting.

/S/ Michelle Nance
Acting Assistant City Clerk

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 13, 2025

PREPARED BY: Richard D. Cannone, AICP, Director of Development Services
Nick Melloni, AICP, Principal Planner

SUBJECT: UPDATE ON THE CIRCULATION ELEMENT GENERAL PLAN UPDATE
CASE NO. GPA25-0002.

RECOMMENDATION:

Receive an update on the General Plan Amendment of the Circulation Element.

BACKGROUND/ANALYSIS:

On July 11, 2024, the City Council approved a contract with Fehr & Peers (Contract No. C48060) for the preparation of an amendment to the Circulation Element (Chapter 4 - Mobility) of the Palm Desert General Plan. The City of Palm Desert adopted its current general plan, including the Mobility Element on November 10, 2016, by Resolution No. 2016-87. Since its adoption, several updates to state laws and regulations have been implemented which necessitate updates to the circulation element in addition to updating internal inconsistencies within the General Plan.

Fehr & Peers will provide an overview of five key topics and considerations for the update.

Legal Review:

This report has been reviewed by the City Attorney's Office.

ATTACHMENTS:

1. City of Palm Desert Circulation Element Update Presentation



City of Palm Desert Circulation Element Update

City Council Study Session
FEBRUARY 13, 2025

FEHR & PEERS

Agenda





STATE LAWS

- **SB 743 (2013):** Vehicle Miles Traveled (VMT) for CEQA analysis
- **SB 932 (2022):** "Vision Zero" goal and policies to improve traffic safety
- **AB 98 (2024):** Truck Routes
- **SB 330 (2019):** Objective Design Standards for Road Improvements (Housing)

2/13/2025

LOCAL DEVELOPMENT

- University Neighborhood Specific Plan
 - University Park
- Refuge Specific Plan
- DSRT Surf
- Millennium
- Affordable Housing

TRANSPORTATION PROJECTS + POLICY

- San Pablo Corridor
- CV Link
- Walk and Roll PD
- Vision Zero Study
- Elimination of Portola Interchange

What is the Circulation Element?

A city-wide vision and policy framework for the transportation system.

- Set of goals and policies to guide decision making
- Roadway classifications and map
- Special consideration for bikes, pedestrians, and transit users
- Goods movement and truck routes
- Priority areas for safety improvements

Roadway Typologies

Enhanced Arterials
Enhanced Arterials serve vehicular traffic but also have augmented bicycle and pedestrian facilities. Emphasis is placed on enhanced pedestrian crossings, street trees, and other similar amenities. Speeds are managed through mechanisms such as narrower lanes, shorter blocks, and enhanced landscaping.

The general cross-section consists of a six-lane divided roadway, including a wide median with trees and landscaping. This facility may provide dedicated left turn lanes as well as a right turn lane where warranted. An Enhanced Arterial is designed to accommodate approximately 45,000 vehicles at Level of Service (LOS) C. A typical cross-section is provided below.

Typical pedestrian facilities found on Enhanced Arterials are wide sidewalks with landscaping and tree shading. Additionally, typical bicycle facilities provided are buffered Bicycle Lanes.

Within Palm Desert, Highway 111, between Monterey Avenue and Deep Canyon Road, is a proposed Enhanced Arterial.

Example of a buffered bicycle lane

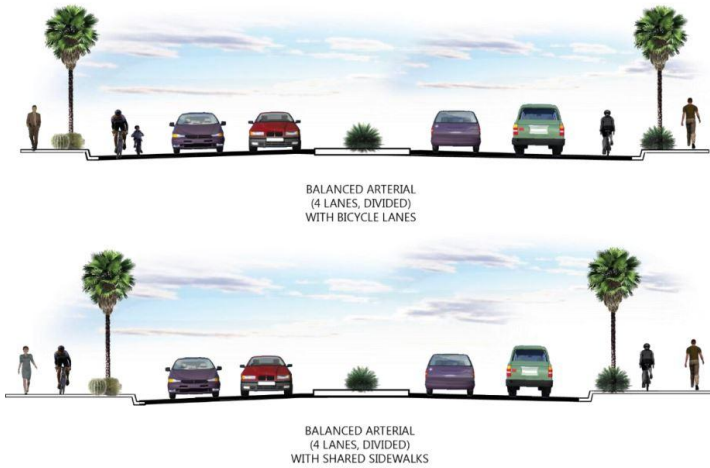
Example of a landscaped median

Goals and Policies

Goal 1. Livable Streets. A balanced transportation system that accommodates all modes of travel safely and efficiently.

Policies

- 1.1 Complete Streets.** Consider all modes of travel in planning, design, and construction of all transportation projects to create safe, livable, and inviting environments for pedestrians, bicyclists, motorists and public transit users of all ages and capabilities.
- 1.2 Transportation System Impacts.** Evaluate transportation and development projects in a manner that addresses the impacts of all travel modes on all other travel modes through the best available practices.
- 1.3 Facility Service Levels.** Determine appropriate service levels for all modes of transportation and develop guidelines to evaluate impacts to these modes for all related public and private projects.
- 1.4 Transportation Improvements.** Consider improvements that add roadway or intersection capacity for vehicles only after considering improvements



ROADWAYS

- Layered roadway network that balances different modes of travel
- Opportunities to reclassify roads based on lower traffic volumes

BIKES, PEDESTRIANS, & GOLF CARTS

- Robust network of on- and off-street bike/golf cart lanes
- Ongoing investments (CV Link, Walk and Roll PD)
- Safety improvements near schools and senior areas

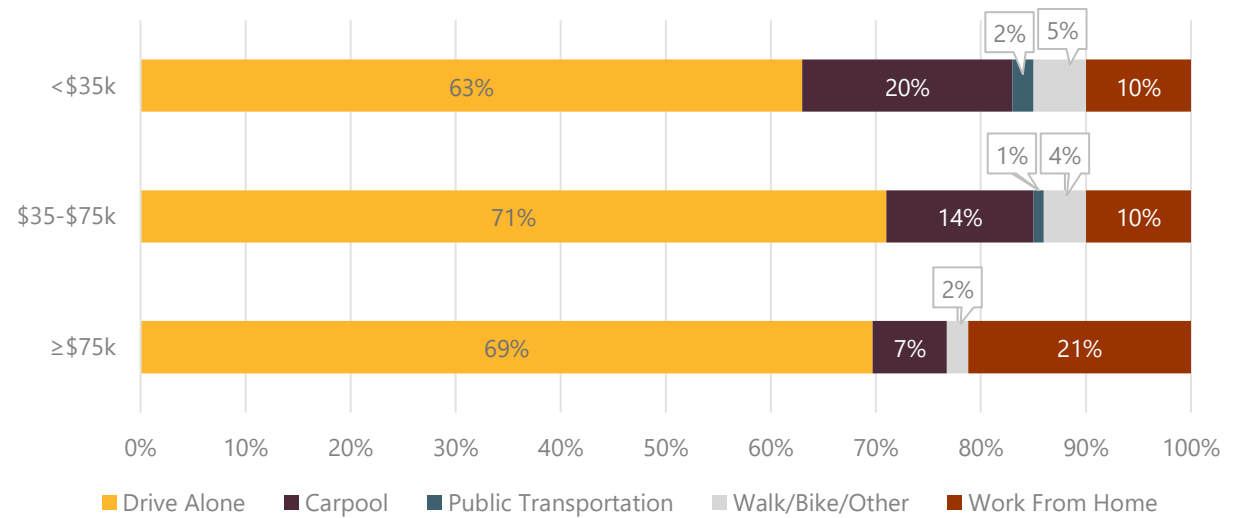
PUBLIC TRANSPORTATION

- Operated by SunLine Transit Agency
- City plays a supportive role in transit
- Project team has met with SunLine to discuss long-term transit vision

Transportation in Palm Desert Today

- Driving alone is the predominant mode choice for commuters across all income levels
- Traffic volumes have grown ~7% city-wide since 2016
 - *Housing Unit Growth: 6%*
 - *Employment Growth: 8%*
 - *Population Growth: 6%*

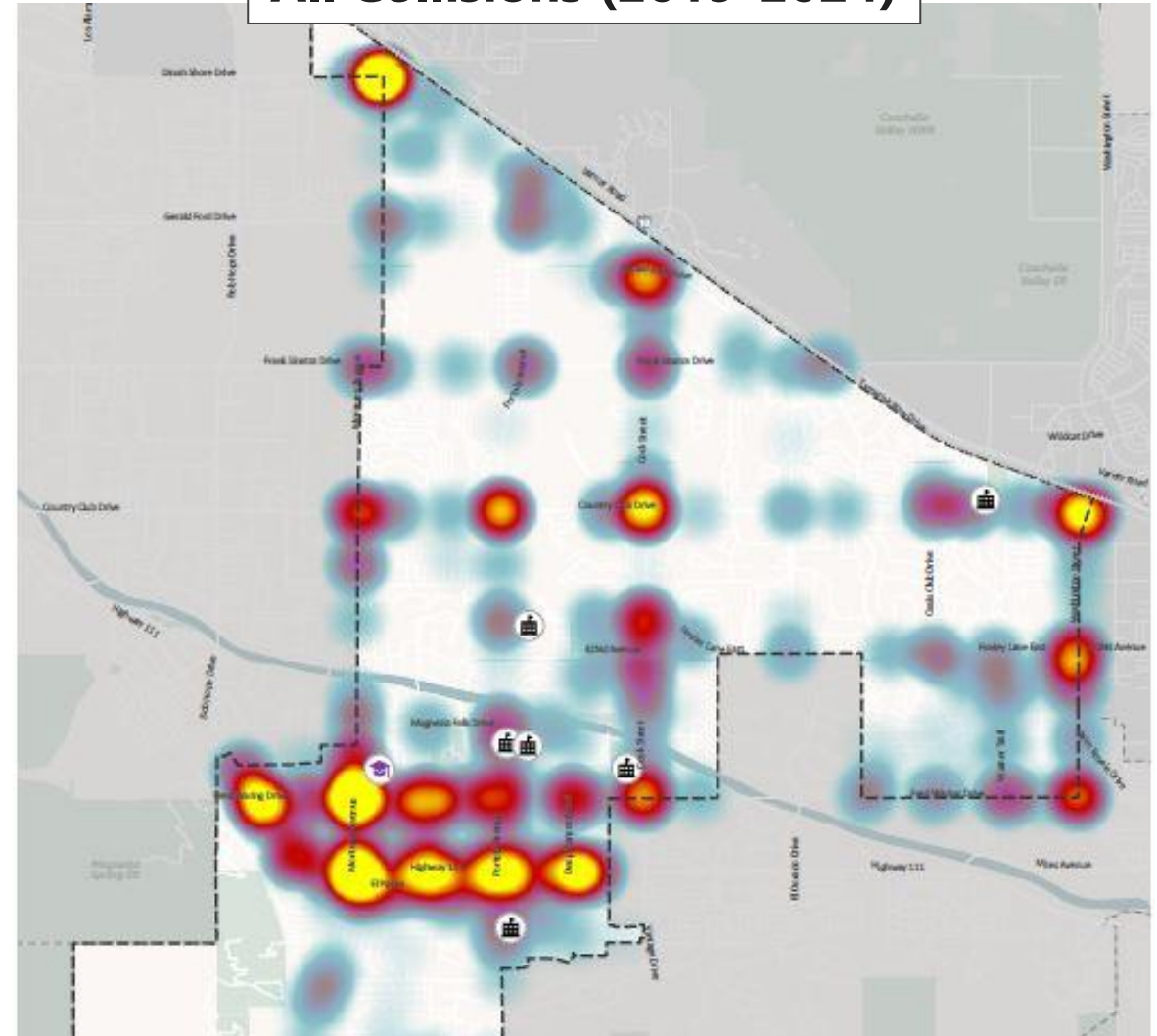
Commuter Mode Choice by Income (2022)



Transportation in Palm Desert Today

- 2,984 recorded collisions from 2019-2023
 - 18 fatalities
 - 49 serious injuries
- Collisions in Downtown:
 - *Causes:* Speed (19%), Improper Turns (18%), Unsafe Start/Stop (12%)
 - *Types:* Rear End (31%), T-Bone (26%), Sideswipe (21%)
- Collisions outside of Downtown
 - *Causes:* Speed (28%), Improper Turns (17%), Unsafe Lane Change (10%)
 - *Types:* Rear End (25%), T-Bone (23%), Hit Object (17%)

All Collisions (2019-2024)



Changes Since the Previous Circulation Element

2/13/2025



What to Consider When Developing a Circulation Element?

- Policies MUST be Horizontally Consistent (consistent within the element)
 - *Example: "Maintain free flow vehicle travel within the City."*
 - *Example: "Become the most transit-supportive City in the State."*
- Policies MUST be Vertically Consistent (consistent between the elements)
 - *Example: "Promote mixed-use and higher-density development in Downtown."*
 - *Example: "Maintain free flow vehicle travel within the City."*
- Plan should align with funding, environmental, and political constraints
- All policies should reflect the goals and values of the City

Considerations for Palm Desert

CONSISTENCY & SPECIFICITY

- Update policies to align with other plans
- Clarify ultimate configuration of roadway types
- Simplify policy language and ensure all goals reflect City values

NEW OBJECTIVES

- Minimize vehicle miles traveled (VMT) per capita – *reduce distance and time spent traveling*
- Increase travel choices
- Improve resiliency and safety
- Optimize existing network

TOURISM & SEASONALITY

- Manage traffic congestion during peak season
- Determine appropriate size of roadways
- Travel options for tourists

Topic #1: Active Transportation

Current General Plan:

- Provide a city-wide network of bike and pedestrian facilities
- Prioritize improvements near community facilities, schools, and transit stops
- Education and awareness programs

Considerations:

- Regional investments (CV Link)
- Local investments (Walk and Roll PD, Haystack Traffic Calming)

Recommendations:

- Update Circulation Element to align with current projects/plans
 - E.g. Corridors with Class II buffered and Class IV separated bikeways
- Policy to evaluate bike/ped access when reviewing new developments
- Design standards for golf cart facilities (minimum width)
- Opportunities for rail connections

AB 1602 (Complete Streets)

AB 932 (Safe Systems)

SB 330 (Road Design Standards)

Topic #2: Safety

Current General Plan:

- Safe Pedestrian Routes to School and Transit
- Pedestrian and Bicycle Safety Campaigns
- Monitor safety conditions including locations with higher collision rates

Considerations:

- Vision Zero Plan
 - Safe Routes to Schools recommendations
 - Safe Routes for Seniors recommendations
- How to implement “regular monitoring” of safety conditions
- Safe movement of heavy vehicles

- AB 98 (Truck Routes)
- AB 932 (Safe Systems)

Topic #2: Safety

Recommendations:

- Incorporate goal on safety that addresses Vision Zero and Safe Systems Approach
- Safety Corridor Prioritization
 - Coordinate based on info from Vision Zero Study
- Potential Safety Countermeasures
 - Raised medians
 - Turn radius reduction
 - Pedestrian crossing improvements
 - Traffic signal retiming and visibility improvements
- Identify corridors for truck routes that avoid sensitive receptors such as residential uses and steep grades



- AB 98 (Truck Routes)
- AB 932 (Safe Systems)

Topic #3: Roadway Design Standards

Current General Plan:

- Conceptual roadway cross sections (do not include measurements)
- Broad policies on roadway design for non-auto users
- Consider operations and maintenance costs when planning improvements

Considerations:

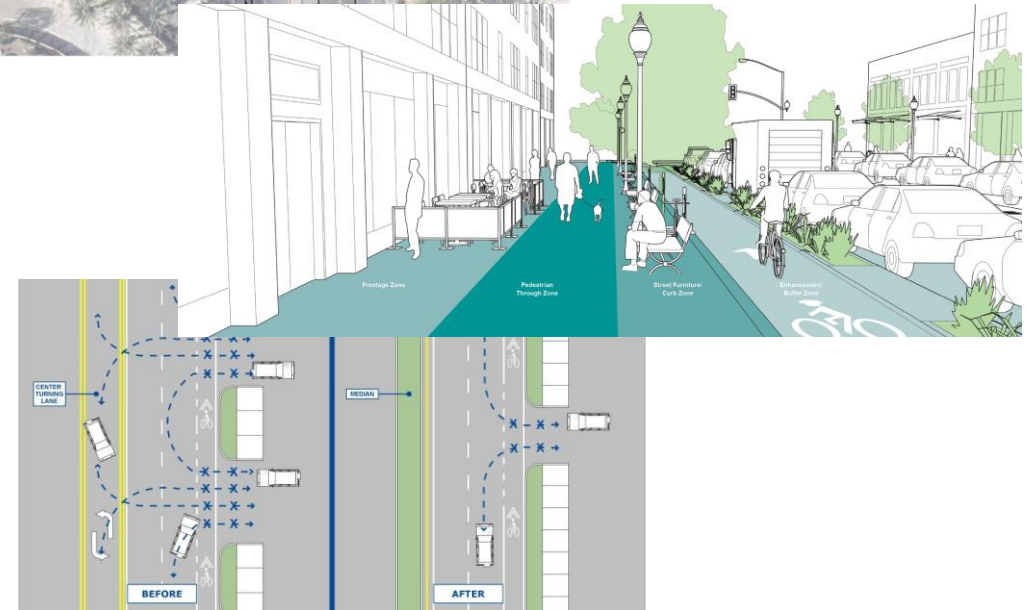
- SB 330 has prompted the City to develop specific measurements for cross section features
- Consistency with other plan elements (e.g. City Center Area Plan)

- AB 1602 (Complete Streets)
- SB 330 (Road Design Standards)

Topic #3: Roadway Design Standards

Best Practices:

- Narrower travel lanes (11')
- Separated bike facilities when possible
- Sidewalk activation (outdoor dining, landscaping, shade facilities)
- Driveway access management

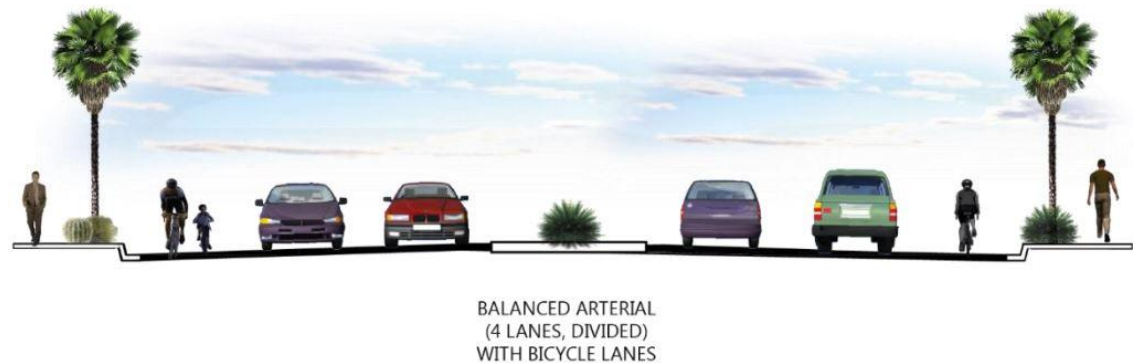
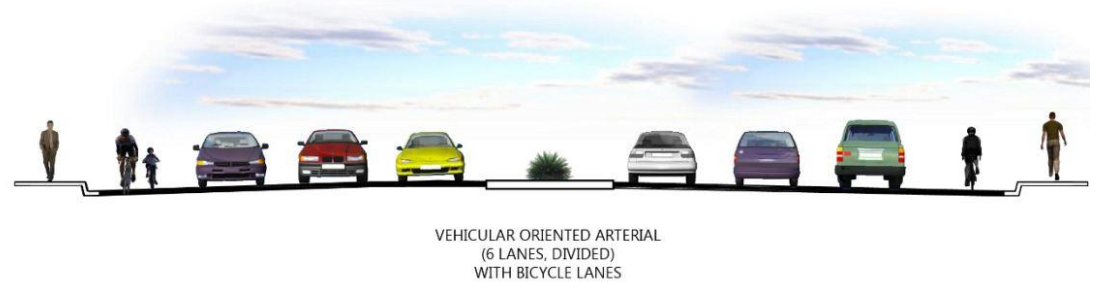


- AB 1602 (Complete Streets)
- SB 330 (Road Design Standards)

Topic #3: Roadway Design Standards

Recommendations:

- Update cross sections with maximum desired cross section widths
- Reclassify streets based on traffic volumes and surrounding land use
 - Example: County Club Drive (Vehicle Arterial to Balanced Arterial)



- AB 1602 (Complete Streets)
- SB 330 (Road Design Standards)

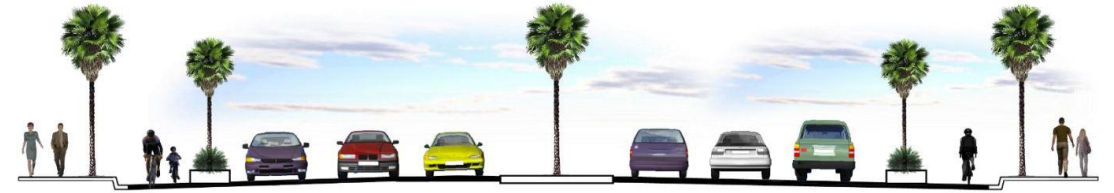
Highway 111 Cross Sections

Circulation Element Update will provide detail and consistency.

Opportunities:

- Frontage road activation
- Enhanced bike facilities
 - Class II bike lanes
 - Class IV separated bike facility
 - Parallel bike facility on El Paseo
- Transit-supportive infrastructure

Circulation Element (Chapter 4)



City Center Area Plan (Chapter 10)



- AB 1602 (Complete Streets)
- SB 330 (Road Design Standards)

Topic #4: Traffic Congestion

Current General Plan:

- Determine “appropriate” service levels for all modes of transportation
- Consider roadway capacity improvements only after considering improvements to other modes
- Prioritize improvements to existing infrastructure (signal coordination)

Considerations:

- Balance other priorities (walkability, compact downtown, fiscal responsibility)
- Prioritize transportation improvements on key vehicle corridors
- Accommodate growth (focusing on the northern portion of the City)

- AB 1602 (Complete Streets)
- SB 330 (Road Design Standards)

Topic #4: Traffic Congestion

Recommendations:

The City is proposing to update their level of service (LOS) policy which can include one or more of the following:

Policy	Description	Considerations
Peak Season LOS Policy	Policy to clarify that traffic from projects should be evaluated when traffic is highest (Jan-Mar)	-Manages traffic during the peak season -Potential to over-build roadways
Downtown Area LOS Policy	Establish a lower threshold in Downtown, recognizing widening is not feasible or desired	-Promotes Downtown walkability -Potential increased traffic in Downtown
Bike/Ped/Transit LOS	Evaluate how non-auto modes experience the transportation system (e.g. pedestrian comfort, transit speed, etc.)	-Supports other travel modes -Difficult to require projects to finance improvements

Topic #5: CEQA and VMT

Current General Plan:

- Leverage State Cap-and-Trade funds for transportation improvements
- Alternative Fuels for City Vehicles
- Encourage electric vehicles and neighborhood electric vehicles (NEVs)

Considerations:

- State law requires establishing a vehicle miles traveled (VMT) threshold for evaluating projects in CEQA
- Summer heat events and storm events (e.g. Hurricane Hillary)

Recommendations:

- Establish VMT policy consistent with state law and to support environmental review
- Expand policy to support installation of EV charging infrastructure
- Adding resiliency and redundancy to the transportation system

- SB 743(VMT)
- AB 747/SB 99 (Evacuation Planning)

Topic #5: CEQA and VMT

VMT Policy:

The City will need to adopt a VMT threshold for CEQA. Potential threshold options include:

Threshold	Description	Considerations
Better than Existing	Requires new developments to be more efficient than current conditions	-Appropriate for areas with growth and fewer mitigation options -Less aggressive in achieving GHG reduction goals
15% Better than Existing	Requires new developments to be at least 15% more efficient than current conditions <i>(aligns with state guidance)</i>	-Appropriate for developed areas and more mitigation options -Additional projects may be considered "significant"

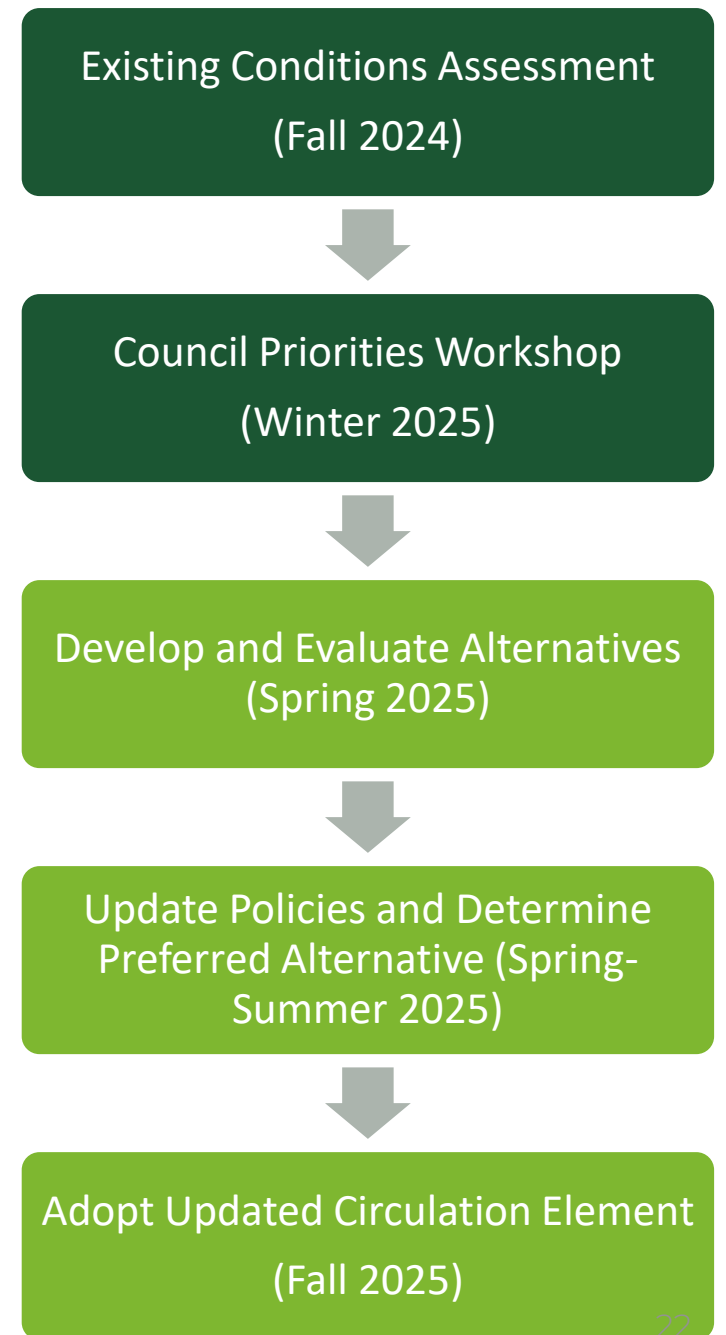
Next Steps

City and Fehr & Peers will work to develop a set of alternatives for consideration:

- Updated priorities
- Roadway reclassifications
- Multi-modal transportation expansion

Staff will evaluate these alternatives and determine the best alternative that aligns with City goals.

Council will continue to be involved in the process.





Questions and Discussion

CITY OF PALM DESERT STAFF REPORT

MEETING DATE: February 13, 2025

PREPARED BY: Ryan Lamb, Senior Project Manager

SUBJECT: STUDY SESSION FOR UPDATE ON NEW LIBRARY FACILITY PROJECT

RECOMMENDATION:

Receive an update on the current design and progress of the New Library Facility project.

BACKGROUND/ANALYSIS:

On October 12, 2023, the City Council voted to withdraw from the Riverside County Library System, with the City assuming self-operations of its library beginning July 1, 2024. The withdrawal agreement, executed in February 2024, includes the transfer of \$4 million to the City for the construction of or improvements to the Palm Desert Library.

On June 8, 2023, the City Council voted to form a Library Taskforce. On September 27, 2023, City staff presented the site goals to the Library Taskforce, outlining four site options along with the pros and cons of each.

Option 1: Renovate and continue to use a portion of COD's building

Option 2: Construct a new facility on the vacant site across Fred Waring Drive

Option 3: Renovate the soon-to-be vacated Sheriff Substation

Option 4: Demolish the soon-to-be vacated Sheriff Substation and construct a new facility

The Taskforce voted unanimously to proceed with Option 4.

The City currently provides library services from a leased facility on the neighboring COD campus, originally established in the 1990s.

In February 2024, the City and COD entered a new 5-year lease with the understanding that City library operations would continue at that location until a new facility is designed, constructed, and equipped on city-owned land.

February 13, 2024, sixteen (16) firms submitted responses to an RFP for Architectural Design Services. A subcommittee of City staff interviewed the top five (5) firms identified through the evaluation process. During the interviews, each architect proposed an alternative site for the new Library, suggesting a location adjacent to the park rather than the Sheriff Substation site.

Upon completion of the evaluation and interview process, Richärd Kennedy Architects (RKA) was identified as the top firm and awarded the contract on March 28, 2024.

During the architect selection process, the City's Economic Development team also evaluated the future of the Parkview Office Building. An analysis of the Parkview Office building was performed by a consultant and found that a minimum of \$5.7M to \$17.8M would need to be invested in the facility's infrastructure for it to remain a viable asset. However, even with this investment, analysis showed that the facility would not produce positive cash flow before additional improvements would be needed. In March 2024, the City Council decided to demolish the building and designate the site for the new Library.

RKA developed two (2) conceptual designs for the project: a "Low Option" based on the previously approved \$20 million budget and a "High Option" in anticipation of Measure G's potential passage, which would increase the budget to \$30 million. Both options were presented to the Library Advisory Committee on November 7, 2024, with the discussion primarily focusing on the High Option, as Measure G was tracking with over 65% voter support.

The committee's feedback was incorporated into the design, and a revised version was presented on December 9, 2024. At that meeting, the committee voted unanimously to recommend presenting the conceptual design to the City Council.

In December 2024, City staff met with the Vice President of Administrative Services and the Interim President of College of the Desert to request an assessment of the existing building and evaluate the cost feasibility of maintaining the City Library on the college campus. The college informed City staff that once the City vacated at the end of the lease, the College has plans to repurpose the space.

In January 2025, following a personnel change at the college in late December, City staff contacted the college to confirm whether the new administration maintained the same plans for the existing space. The college confirmed that the space was still scheduled for repurposing. Had the college considered allowing the City to stay, initial assessments estimated the cost for necessary HVAC and Plumbing upgrades, flooring replacement, interior paint, and roof repairs at \$2.3M. Cost for ongoing facility maintenance per 5-year cycle is estimated to be \$390K at 5 years, \$510K at 10 years, \$625K at 15 years, and \$625K at 20 years.

As an additional alternative to new construction, City staff explored the availability of commercial space to accommodate the Library's programming needs. The existing COD facility is 22,000 square feet. Feedback received from the community, Library Consultant, and City Library staff, it was determined that the minimum square footage considered should be 21,000 square feet, with a more ideal size of approximately 25,000 square feet to include other program spaces not currently available at the COD building.

Currently, commercial space is leased at a rate of \$24 per square foot per year, plus an estimated \$0.70 per square foot for insurance, taxes and maintenance. Currently, commercial space is leased at a rate of \$24 per square foot per year, plus an estimated \$0.70 per square foot for insurance, taxes, and maintenance. In addition, tenant improvement costs are estimated at approximately \$400 per square foot. Based on these figures, the initial investment for leasing and improvements would be approximately \$10 million, with an annual cost of approximately \$500,000.

Current available commercial space:

- San Pablo/Hwy 111 (former Angel View) 15,400 square feet
- Monterey Shore Plaza (Costco Center) 23,000 square feet
- Palm Desert Town Center Plaza (by Trader Joe’s) 14,300 square feet

While the Costco Center space does meet the square footage needs, its location does not meet the City’s goal of a centrally located site.

The City recently evaluated the soon-to-be vacated Sheriff Substation and estimated \$1.7M for basic upgrades like paint, flooring, roof and restroom improvements. However, the cost to fully renovate the 28,500sf building for library operations would be much higher. At \$400/sf and an additional \$3M for seismic upgrades, the total construction cost could exceed \$15M.

The path we've taken reaffirms the original goals we set: to create a modern, functional space that meets the evolving needs of our community. The rationale for building a new facility, focused on enhancing functionality and improving overall experience, has been validated through our progress. The benefits of this new building will be evident across all aspects of our operations, enhancing both efficiency and user satisfaction. We are on track to meet the projected timeline, ensuring that construction is completed, and operations will commence well before the lease with COD expires, allowing for a smooth transition and continued success.

The current project timeline is tracking for construction to commence with the demolition of the Parkview Building in Q1 2026, and completion of the new facility in Q4 2027.

Legal Review:

This report has been reviewed by the City Attorney’s office.

Appointed Body Recommendation:

Library Advisory Committee - December 9, 2024: Recommend presenting conceptual design to City Council.

FINANCIAL IMPACT:

Funding sources have been identified and will be included as part of the FY 2025-26 Annual Budget Request and 5-Year CIP Plan. Current expenditures are being paid from the funds deposited by the County of Riverside as part of the transition and are reflected below.

Project - CFA00027 New Library Facility	Budget	Expenditures	Available Budget
*Funding Source: Capital Bond Funds (451)	\$20,000,000		
**Funding Source: Library Capital Project Funds (452)	\$4,000,000		
*Funding Source: Future Tfer from Measure G Funds (110)	\$6,000,000		
Conceptual Design (Richard Kennedy Architects)		\$642,865	

City of Palm Desert
 Study Session for Update on New Library Facility Project

Traffic Study (HR Green)		\$67,570	
Cost Estimating (Anser Advisory)		\$20,620	
Survey (TKE Engineering)		\$48,100	
Total Project Budget	\$30,000,000	\$779,155	\$29,220,845

**The \$20M in Bonds and \$6M in Measure G Funds will be requested as part of the FY 2025-26 Annual Budget Request*

***Capital Funds returned from County*

ATTACHMENTS:

1. New Library - Conceptual Design Study Session Presentation
2. C47080 Riverside County Withdrawal Agreement
3. C47090 DCCD 5-year Library Lease Agreement
4. 2023-RFP-225 Library Conceptual Design Services Request for Proposal
5. C47340 Richard Kennedy Architects – Conceptual Design Services

NEW LIBRARY FACILITY

Conceptual Design

City Council Study Session

February 13, 2025



PALM DESERT



LIBRARY PLANNING

June 2023:

- City Council voted to form a Library Taskforce

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September 2023:

- Library Consultant, Margaret Sullivan Studios, contracted to ensure the successful transition to a city-funded and operated library system

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- Community-driven Strategic Framework
- Vision for future growth
- Service and Operating models
- Future Building Program

Sense of Belonging

The residents have a strong sense of belonging in Palm Desert and appreciate the work the city has been doing to improve quality of life for all.

Request for Economic Development Support

Some residents expressed their aspirations that the library would further support their economic and career development.

More Resources for Youth and Family Development

The community is looking forward to having more spaces and resources for youth and family to learn, play, hang out and grow.

Pride in Arts & Culture

The community is proud of the arts and culture investments the city has put in place and continues to enhance.

Create Collective Impact for & by the Community

There was a request for more opportunities that bring the city, community organizations and individuals together to work collectively to address the local needs.

Talent and Commitment

Palm Desert is a community full of talented, passionate people motivated to contribute their skills and knowledge to create a stronger Palm Desert.

Support Literacies in Vibrant Forms

The community looks forward to exploring new technology, innovative resources, programs, and diverse collections that can support all types of 21st-century learning skills they need.

Center of the Valley

The central location of the Valley presents Palm Desert with a significant opportunity to serve as the catalyst and connector for the entire region.

LIBRARY PLANNING

June 2023:

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September 2023:

- Library Consultant, Margaret Sullivan Studios, contracted to ensure the successful transition to a city-funded and operated library system
- City Council voted to withdraw from the Riverside County Library System, with the City assuming self-operations of its library beginning July 1, 2024
- City staff presented site goals and options to the Library Taskforce

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- City staff presented site goals and options to the Library Taskforce

February 2024:

- Withdrawal agreement with County of Riverside. Included transfer of \$4M to the City for construction or improvement of the Palm Desert Library
- Entered new 5-year lease with COD

PROJECT SITE

September 2023



SITE GOALS:

- City-owned property
- Support a comparable size building as the existing Library (22,000sf building)
- Identify first location and plan for an additional site

Option 1: Renovate and continue to use a portion of COD's building

Option 2: Construct a new facility on the vacant site across Fred Waring Drive

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September 2023



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Option 4

Pros:

- City-owned
- Location
- Ideal lot size
- Existing access from Fred Waring & San Pablo
- Safe Pedestrian traffic
- Existing utilities and parking spaces will offset construction costs
- New vs. Renovated

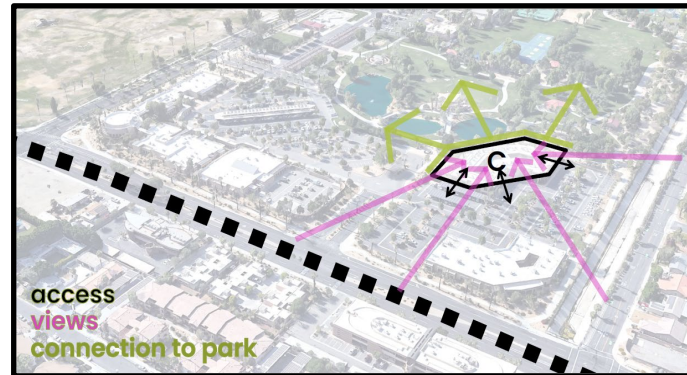
Cons:

- Include cost for demolition in Construction budget

PROJECT SITE

March 2024:

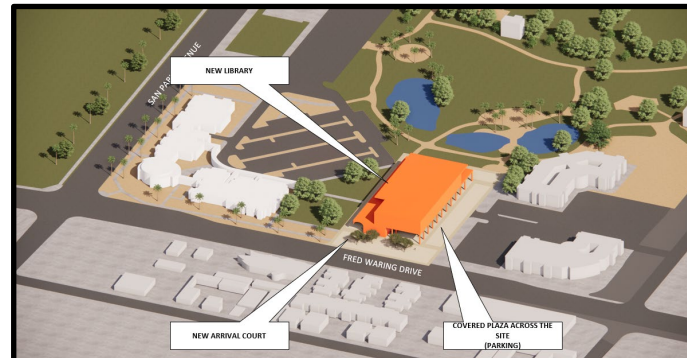
- Architecture firms recommended alternative site
 - Connection to the Civic Center Park
 - Pedestrian Safety
 - Road noise nuisance
- Richärd Kennedy Architects awarded contract for Conceptual Design Services of new Library on **Sheriff Substation** site



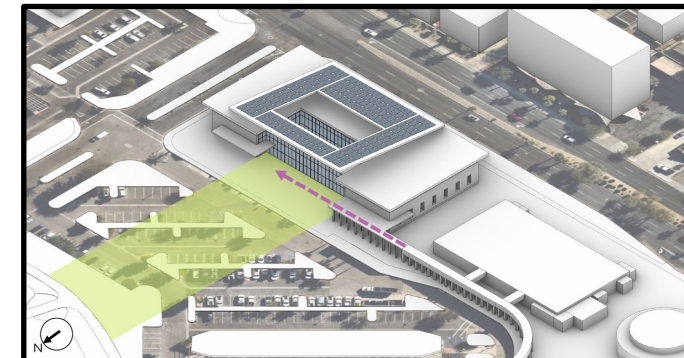
MSR Design



Richärd Kennedy Architects



Johnson Favaro



LPA

PROJECT SITE

Parkview Building

March 2024:

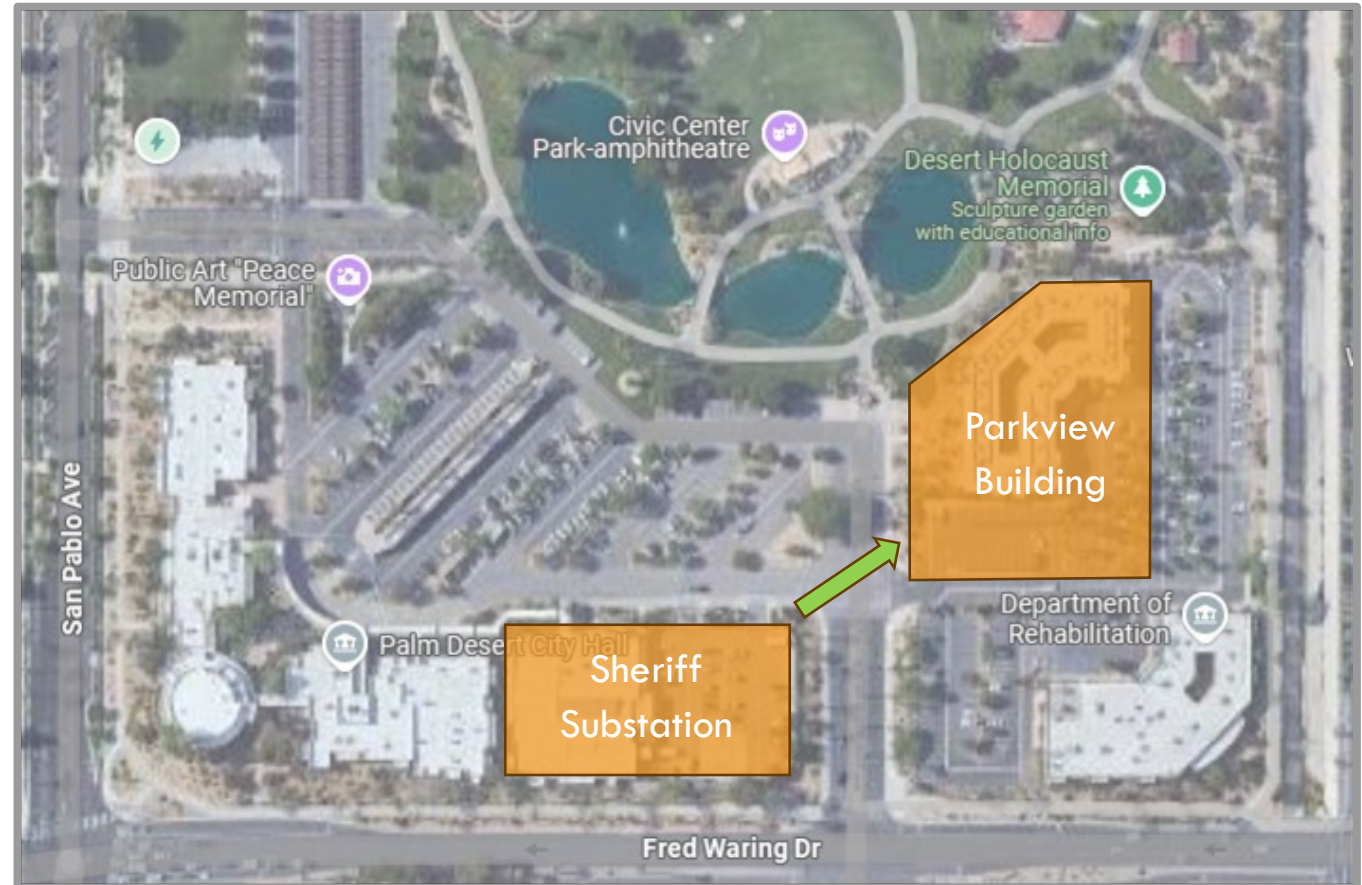
- City Council plans to demolish Parkview Office Building
- City Council directed staff to use that site for the new Library

April 2024:

- Richard Kennedy Architects scope of work amended for new Library on **Parkview Building** site

2 Concepts:

- \$20M “Low Option”
- \$30M “High Option”



LIBRARY PLANNING

July 2024:

- Library Taskforce was dissolved and Library Advisory Committee formed

December 2024:

- Library Advisory Committee voted to recommend presenting the conceptual design to the City Council

December 2024 - January 2025:

- Met with COD Administration to discuss feasibility of maintaining the City Library on the college campus. COD plans to repurpose the space at the end of the lease.

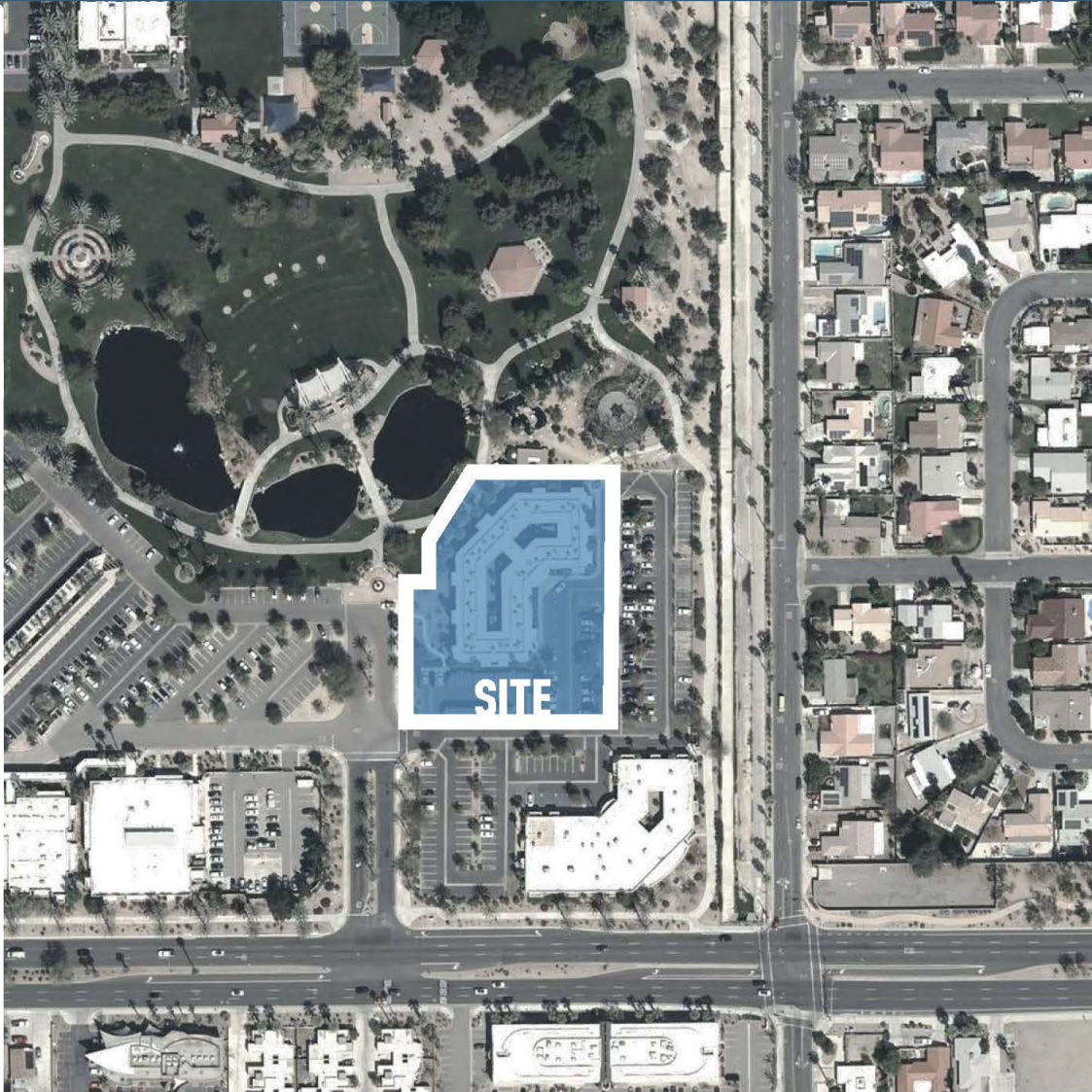
January 2025: Estimated Cost to Maintain COD Building

- \$2.3M for necessary HVAC and Plumbing upgrades, flooring replacement, interior paint, and roof repairs.
- Ongoing facility maintenance per 5-year cycle:
 - \$390K (5 yrs.)
 - \$510K (10 yrs.)
 - \$625K (15 yrs.)
 - \$625K (20 yrs.)

EXECUTIVE SUMMARY

In conjunction with the City of Palm Desert, the design team led by Richard Kennedy Architects engaged in a series of visioning and focus group meetings to develop the conceptual design for the new Palm Desert Municipal Library. This presentation illustrates a proposed overall concept for how the new Library can be realized in the Civic Center Park.

The vision for the Palm Desert Municipal Library is to create a dynamic and inclusive space that provides equal access to resources and technologies for all residents. This project aims to foster community participation and collaboration, advance educational outcomes, and maximize the return on the community's shared investment by creating safe, welcoming, and innovative spaces.



DESIGN PLAN

A conceptual plan was developed that represents a cohesive vision to address the objectives, space requirements, and functional needs for the new Palm Desert Municipal Library.



ZONING FLOOR PLAN

Total Floor Area = 25,892 gsf

\$30M Budget “High Option”

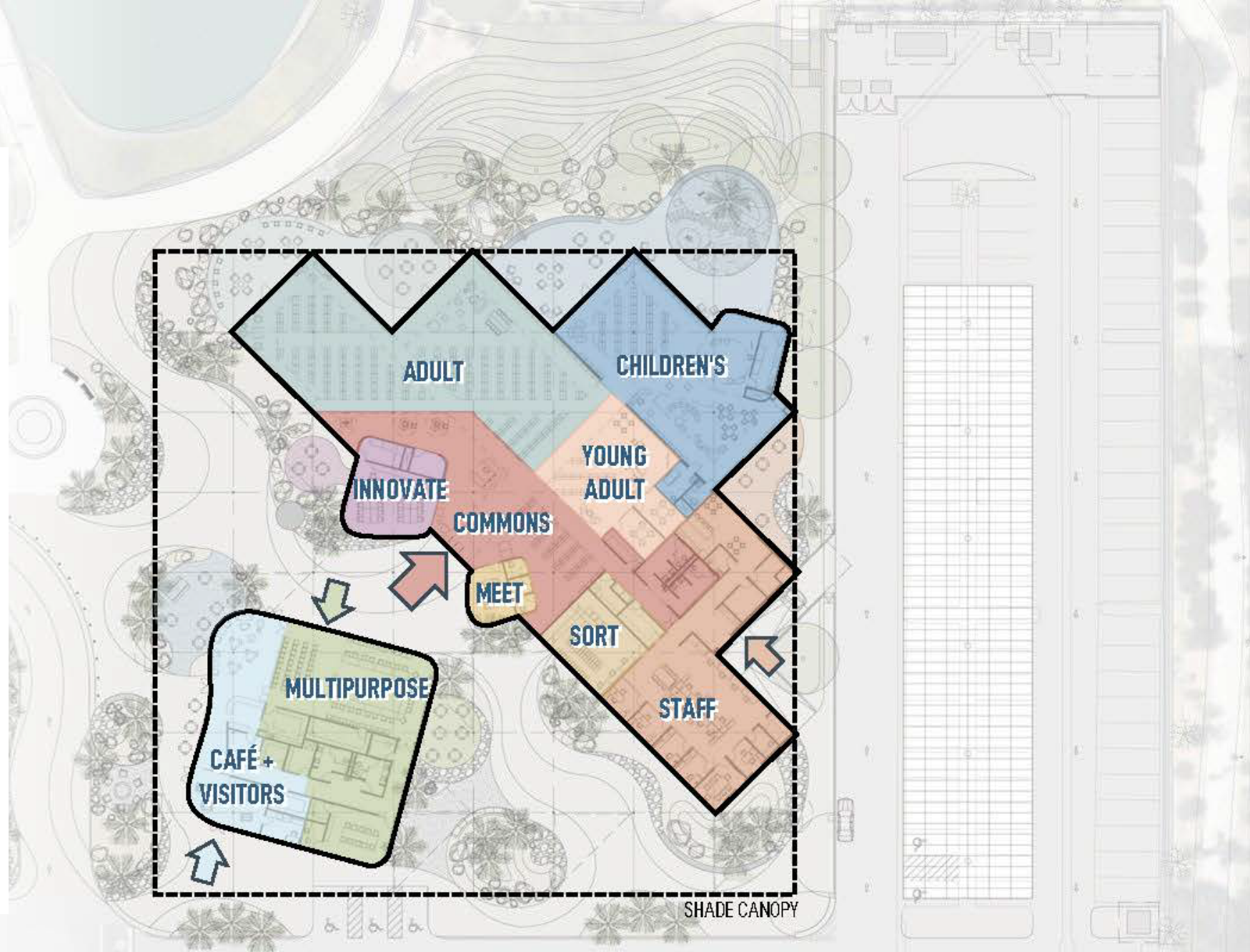
- Cost estimates reconciled with Architect’s estimator and Construction Manager

Shared Spaces:

- Veterans Services
- Friends of the Library
- CVAG Meetings
- Special Programs “Green Room”
- Maker Space

Additional Community Spaces:

- Visitor Center
- Café
- Demonstration Kitchen



ZONING FLOOR PLAN

Total Floor Area = 16,856 gsf

\$20M Budget “Low Option”

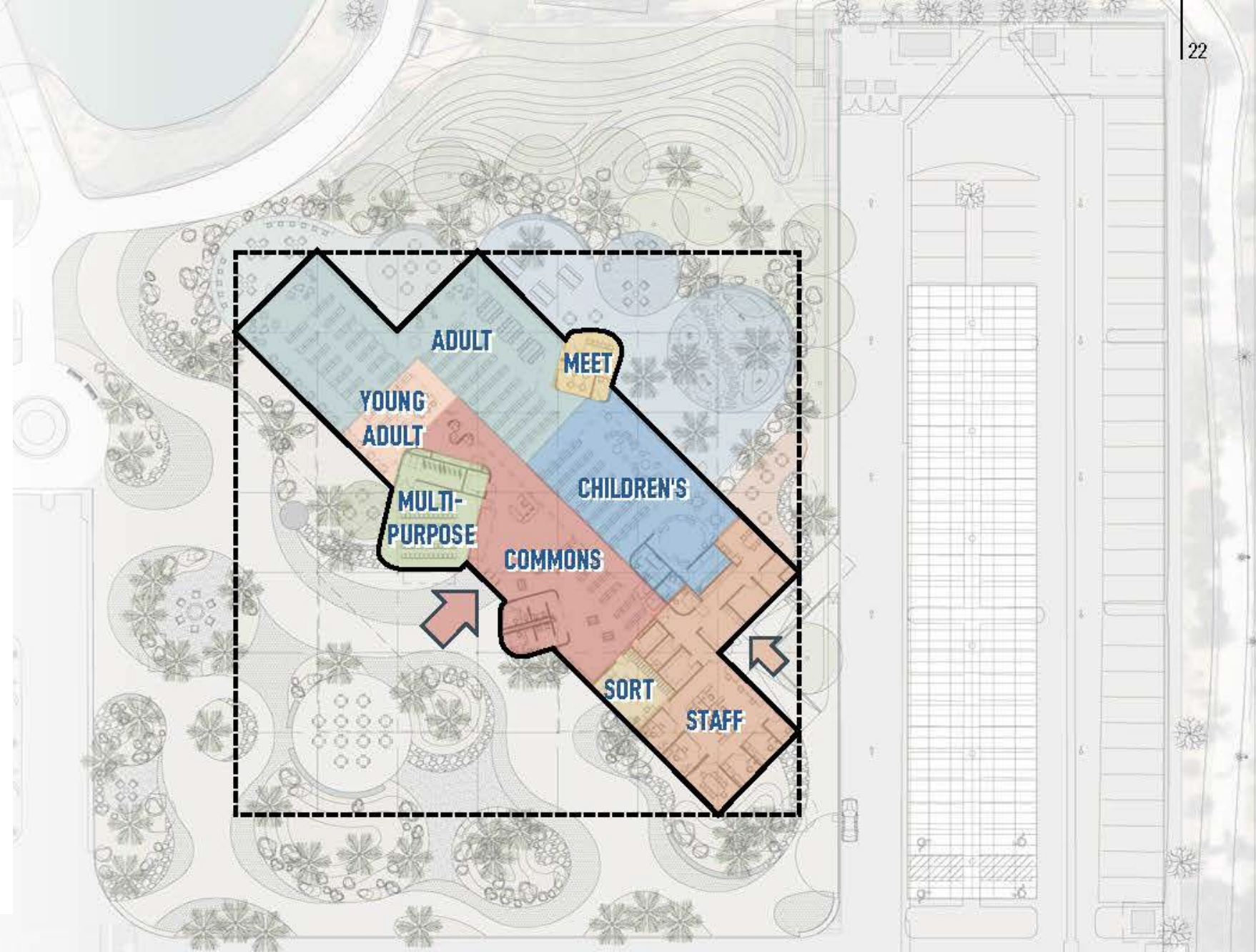
➤ Cost estimates reconciled with Architect’s estimator and Construction Manager

Shared spaces:

- Veterans Services
- Friends of the Library
- CVAG Meetings
 - Will require book stack augmentation to enlarge the Multipurpose space

Not Included:

- Special Programs “Green Room”
- Demonstration Kitchen
- Maker Space
- Visitor Center (Visitor Desk in Library)
- Café
- Demonstration Kitchen



SHADE CANOPY

NATIVE PALM GROVE CONCEPT

The building concept is defined by (3) main architectural elements inspired by regional palm groves – the 'palm tree canopy' shade screen providing shade for all outdoor program areas, the lower volume 'boulder' forms highlighting key program areas, and the 'riverbed' surface materials and planting approach that defines major pathways through the site and building.



SHADE

PATTERN:

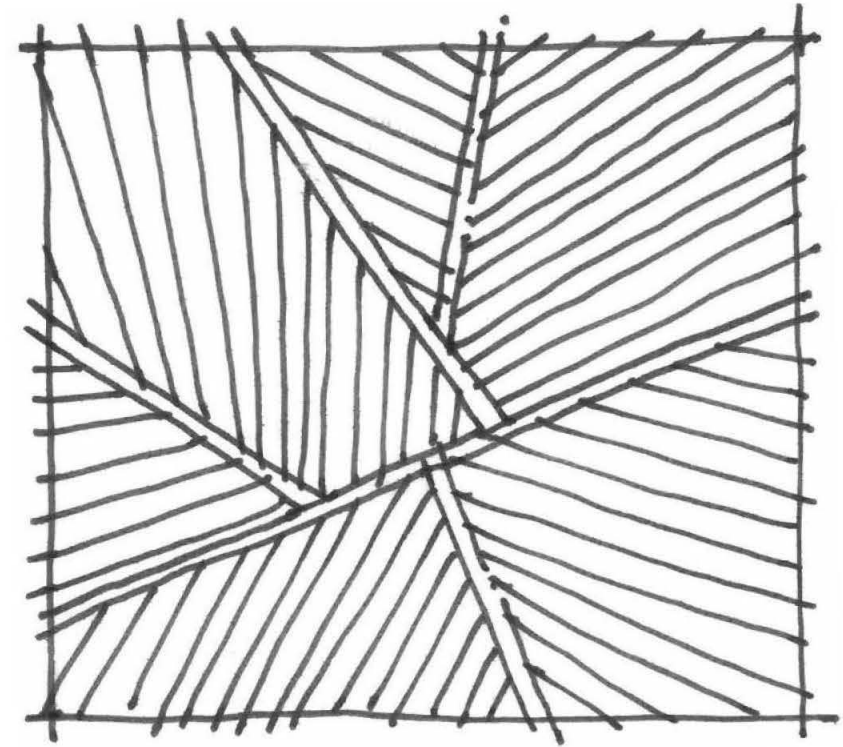
Like the natural canopies of the palm groves, the dense interconnected fronds block much of the sunlight creating a cooler, shaded environment below.



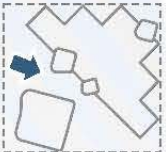
Inspiration



Literal



Abstraction



BREEZEWAY

Main entry (center), multipurpose space (right)

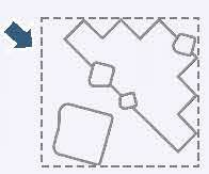




INTERIOR

Approach at service desk into library stacks with views to the park





PARK VIEW

Dusk view from park toward northwest corner



PROJECT BUDGET

Library	Description	451	452	110	TOTAL*
451 – Capital Improvement Bond Proceeds		\$20,000,000			\$20,000,000
452 – Library Capital Project Fund	Contribution from County		\$4,000,000		\$4,000,000
110 - Future Measure G Revenue				\$6,000,000	\$6,000,000
Total Project Funds Available					\$30,000,000
Less: Contracts/Expenditures					
Conceptual Design (Richard Kennedy Architects)			(\$642,865)		
Traffic Study (HR Green)			(\$67,570)		
Cost Estimating (Anser Advisory)			(\$20,620)		
Survey (TKE Engineering)			(\$48,100)		
Total Contracts/Expenditures					(\$779,155)
Balance Available*					\$29,220,845

**The \$20M in Bonds and \$6M in Measure G Funds will be appropriated with the 2025-26 Annual Budget Request*

NEXT STEPS

- Conceptual Design Approval – Feb. 27, 2025
- Schematic Design Phase (Q1 2025 – Q2 2025)
 - Entitlements
 - Planning Commission
 - Architectural Review Commission
- Design-Build
 - Design Development & Construction Documents Phase (Q2 2025 – Q4 2025)
 - Demolition of Parkview Building (Q1 2026)
 - New Construction (estimated completion – Q4 2027)

NEXT STEPS

Questions?

AGREEMENT BY AND BETWEEN THE CITY OF PALM DESERT AND THE COUNTY OF RIVERSIDE SETTING THE TERMS FOR WITHDRAWAL FROM THE RIVERSIDE COUNTY LIBRARY SYSTEM

THIS Agreement Setting the Terms for Withdrawal from the Riverside County Library System (hereinafter, "Agreement") is entered into this 15th day of February, 2024 (the "Effective Date") by and between the City of Palm Desert, a California municipal corporation ("City"), and the County of Riverside, a political subdivision of the State of California ("County"). For purposes of this Agreement, the City and the County may each be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Riverside County Library System ("RCLS") is a public library system with multiple branches in Riverside County, California, established by the County pursuant to Education Code, section 19100 et seq.; and

WHEREAS, the County operates the Palm Desert Library ("Library"), a county free library, within the Palm Desert Library Building ("Building") located within the City's jurisdictional boundaries; and

WHEREAS, the Palm Desert Library is currently a part of RCLS, and its residents receive the benefits of the Library, and the property within the City is liable to taxes levied for county free library purposes; and

WHEREAS, the Parties, together with the Palm Desert Redevelopment Agency ("RDA"), and the Desert Community College District ("District"), established the terms and conditions for the funding, planning, construction, operation and maintenance for and of the Building in the 1993 Cooperative Agreement, dated March 11, 1993, by and between the Parties, together with the Lease Agreement, dated March 2, 1993 by and between the County and District for the operation of the Library ("Lease"); and

WHEREAS, the District owns the Building and the County leases a portion of the Building for use as the Library; and

WHEREAS, the Parties and other affected agencies entered into various RDA Cooperative Agreements in 1987, 1988, 1992 and 1993 to allow RDA to expand into new project areas and set forth the formula for sharing of the resulting tax increment, including in part, the formula for sharing of the resulting tax increment by the City, County, RDA and the District for the Library; and

WHEREAS, pursuant to AB X1 26 (enacted in 2011), and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al., 53 Cal. 4th 231 (2011), all redevelopment agencies in the State

of California, including the RDA, dissolved as of February 1, 2012, and the Successor Agency of Palm Desert Redevelopment Agency was established as the successor entity to the RDA; and

WHEREAS, on October 12, 2023, the City Council held a public hearing and approved Council Resolution No. 2023-047, withdrawing from the RCLS effective on July 1, 2024, and indicating its intent to assume provision of library services by establishing a Palm Desert Municipal Library effective July 1, 2024 (the "Withdrawal"), pursuant to Education Code section 19116. Thereafter the City provided notice to the County of the Withdrawal and the County provided notice to the State Board of Equalization on November 27, 2023; and

WHEREAS, on November 7, 2023 the County Board of Supervisors received and filed City Resolution No. 2023-047 regarding the Withdrawal and directed the County's Office of Economic Development to begin negotiations with the City on matters related thereto, including but not limited to (1) Lease of the Library Building and Contents, (2) Transfer of Funds for Library Operations, and (3) Drafting of an agreement regarding the transfer of the Palm Desert Library branch. Thereafter the County provided the California Board of Equalization notice of the City's withdrawal from the RCLS effective July 1, 2024, which notice was provided prior to December 2, 2023; and

WHEREAS, the purpose of this Agreement is to establish the terms for the Withdrawal, including the City's assumption of the Lease, the transfer of personal property (including books, computer systems, furniture, and furnishings) and redirection of funding to the City for its operation of the new Palm Desert Municipal Library, and ongoing collaboration between the Parties for the transition to and operation of the new Palm Desert Municipal Library and use of the Building; and

NOW, THEREFORE, in consideration of the preceding Recitals and the mutual covenants contained herein, the Parties hereby set forth their respective mutual understanding as to the terms and conditions regarding the Withdrawal.

AGREEMENT

Section 1. Recitals.

The Recitals stated above are incorporated into and made part of this Agreement.

Section 2. Terms of Withdrawal.

The Parties agree as follows with regard to the Withdrawal:

A. Transfer of Property Taxes and RDA Pass Through Funds.

1. Transfer of Property Taxes and RDA Pass Through Funds by the County to the City:

- a. Effective July 1, 2024, and annually thereafter (subject to future adjustment as set out in Section 2.A.1.b below), in accordance with Education Code Section 19116(b) the County's Auditor Controller shall direct an estimated \$2,208,000 of funding from the sources described below (the "Funding Sources") to the City:
 - i. AB 8 Funding attributable to real property within the City's boundaries: estimated at \$954,000.00
 - ii. Library related RDA Pass Through Funding (from all applicable project areas): estimated at \$1,254,000.00
- b. Base Year: The County and the City shall, no later than December 31, 2024, confirm the actual amounts identified in section 2.A.1.a for the 2023/24 fiscal year in order to establish the Base Year amount, as defined and set forth in Education Code Section 19116. The County's Auditor-Controller shall direct the transfer of AB 8 property tax funding and RDA pass through funding to a separate account, details of which shall be specified by City. Following the Base Year, the funds will be listed as general property tax revenue to the City and be adjusted forward according to the normal property tax rules in accordance with Education Code Section 19116(b).

B. Transfers of Library Capital Funds by County to the City.

The County shall transfer \$4 Million in Library Capital Funds previously titled, Palm Desert Library District Improvement Fund, for the construction or improvement of the Palm Desert Library. Funds shall be transferred the earlier of 30 days of execution of this Agreement, or June 30, 2024.

C. Building Lease.

The City anticipates entering into a new lease with the District for the Building. County intends to enter into a separate Lease termination agreement with the District.

D. Transfer of Personal Property within the Library.

The County shall transfer, ownership of the mutually agreed upon personal property within the Library, including, but not limited to, all collections excluding local history (including books and materials) (the "Personal Property"), to the City for the operation of the Palm Desert Municipal Library. The Parties hereby agree to work collaboratively to memorialize an inventory of the Personal Property to be transferred to the City, which transfer shall be at no cost to the City, and shall be effective on or before May 10, 2024.

E. Employment of County Library Staff.

The City has the option to offer employment to staff employed at the Library prior to June 30, 2024. Employment opportunities at the new Palm Desert Municipal Library are subject to an interview, selection, and probationary process with the City.

F. Transfer of Data.

Within fifteen (15) days of the Effective Date the County shall provide the City all Library related records, data, information on patron numbers, and circulation data, along with the Library's bibliographic and item records from the RCLS integrated library system for use by the City in the provision of services for the future Palm Desert Municipal Library. The Parties hereby agree to work collaboratively to memorialize the records, data and information to be transferred to the City, which transfer shall be at no cost to the City. Additionally, between April 30 and May 10, 2024, the County will resupply the City with up-to-date bibliographic and item records from the RCLS integrated library system.

G. Access of Library/ Building by City.

The City intends to conduct work to refresh the Library/ the Building commencing on or around May 13, 2024. Accordingly, the County shall:

1. Grant the City access to the Library between the Effective Date of this Agreement and April 30, 2024 for the purposes of City work in conducting facility assessment and preparation of improvements to the Library and/or Building, and development of a transition schedule for the City's operation of the Library.
2. Cease provision of services from the Library on April 30, 2024 (provided however the County shall continue to provide electronic book and database services to City residents through June 30, 2024, as described below).
3. Vacate the Library and/or Building (with the exception of the Library staff workroom) and remove any content to be retained by the County, as agreed to in writing by the County and City by May 10, 2024, which date may be extended upon written request by the County and written approval of the City.
4. Vacate the Library staff workroom by May 13, 2024, which date may be extended to May 31, 2024 upon written request by the County and written approval of the City.

5. Continue to offer electronic book and database access to City residents through June 30, 2024. On and after July 1, 2024, City residents that are also RCLS cardholders will maintain their RCLS library cards, and may continue to access RCLS services.
6. Work with the City to collect RCLS-owned materials mistakenly returned to the Library after April 30, 2024. From May 1, 2024-June 30, 2024, the County shall collect materials from the exterior book drop at the Library and shall return any materials to be transferred to the City pursuant to this Agreement, for use by the City in the provision of services for the future Palm Desert Municipal Library.

H. The Parties shall agree, as a provision of the Withdrawal Agreement, to settle and release all claims or controversies that they may have against each other related to the Library, Building, or any agreements related thereto.

Section 3. Settlement and Release of Claims.

The County and City hereby agree that the terms of this Agreement fully resolve all claims related to those portions of the various above referenced Cooperative Agreements pertaining to the Library, the Building, and funding related thereto.

Section 4. Indemnification.

Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officials, officers, employees, contractors, agents, and authorized volunteers ("Indemnified Parties") from any and all claims, demands, damages, liabilities, fines, expenses, and related costs and fees, including attorney's fees, arising from or related to the Indemnifying Party's material breach of this Agreement or the negligence, recklessness, or willful misconduct of the Indemnifying Party or its officials, officers, employees, contractors, agents, and authorized volunteers.

Section 5. Costs.

The Parties shall be responsible solely for their own costs and expenses, including attorney's fees, related to the drafting, negotiation, and execution of this Agreement.

Section 6. Nature of Agreement.

The Parties acknowledge, understand and agree that this Agreement does not, and shall not be construed to create, a principal-agent relationship; a master-servant relationship; an employer-employee relationship; a partnership relationship; a joint venture relationship; or any like association.

Section 7. Notices.

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

City

L. Todd Hileman
City Manager
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578

County

Jeffrey A. Van Wagenen
County Executive Officer
4080 Lemon Street, 4th Floor
Riverside, CA 92501-3659

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 8. Severability.

If any term or condition of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 9. Attorney's Fees.

In the event any Party initiates legal action to enforce any provision of this Agreement or to recover damages for the breach of any provision contained herein, the prevailing Party in such litigation shall recover such costs and expenses as may be incurred by the prevailing Party, including court costs, reasonable attorney's fees and other related costs and expenses. This provision shall survive the early termination or expiration of this Agreement.

Section 10. Governing Law/Venue.

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Riverside County Superior Court of the State of California. If applicable law absolutely requires that all or part of any such litigation be tried in a United States Federal District Court, venue, without exception, shall be in the Eastern Division of the Central District of California located in the City of Riverside, California. This provision shall survive the termination of this Agreement.

Section 11. Modification.

No amendment to, or modification of, this Agreement shall be valid or enforceable unless made by mutual written agreement of the Parties.

Section 12. Third Parties.

The Parties agree that nothing in this Agreement may be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement. All rights and benefits under this Agreement inure exclusively to the Parties.

Section 13. Time Is Of The Essence.

The Parties agree that time is of the essence under this Agreement. The Parties agree to initiate and complete all actions required under this Agreement with all reasonable diligence.

Section 14. Entire Agreement.

This Agreement, including any attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between the Parties prior to the execution of this Agreement.

Section 15. Assignment.

No Party may assign any of its rights under this Agreement, except with the written prior consent of the other Parties. All other assignments of rights are prohibited under this section.

Section 16. Authority To Sign.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

Section 17. Counterparts.

This Agreement shall be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

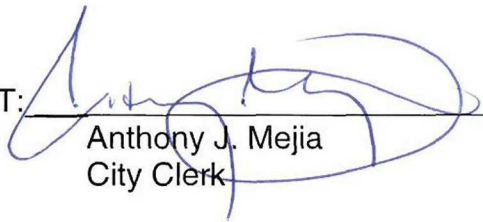
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the County have executed this Agreement setting terms for withdrawal from the Riverside County Library System to be in effect as of the Effective Date set forth above.

CITY OF PALM DESERT, a California municipal corporation

DATE: February 15, 2024

BY: 
L. Todd Hileman
City Manager

ATTEST: 
Anthony J. Mejia
City Clerk

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DATE: 3-12-24

BY: 
Jeffrey A. Van Wagenen
County Executive Officer

ATTEST: _____
Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL
BY:  3/5/24
RYAN D. YABKO DATE

LEASE FOR PALM DESERT LIBRARY

73-300 Fred Waring Drive

Palm Desert, California

THIS LEASE is entered into as of February 15, 2024 by and between Desert Community College District (herein called the “District”) and the City of Palm Desert (herein called the “City”). District and City may be referred to in this Lease individually as a “Party” or jointly as the “Parties.”

RECITALS

This Lease is entered into upon the following facts, understandings, and intentions of the District and City.

- A. District owns certain real property located at 73-300 Fred Waring Drive, Palm Desert, California that contains a 41,189 square feet building (“District Building”), which includes a southern approximately 16,609 square feet area known as the Palm Desert Library (“Library Premises”) and an approximately 4,193 square feet area known as the “Common Area,” which is located on the College of the Desert campus, depicted in Exhibit “A,” attached hereto and incorporated herein by reference.
- B. The District desires to lease to the City, and City desires to lease from District, the exclusive use of the Library Premises and the nonexclusive, shared use of the Common Area pursuant to the terms of this Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. **Lease.** The District hereby leases the exclusive use of the Library Premises

Contract No. C47090

and grants the nonexclusive, shared use of the Common Area to the City, and City hereby leases the Library Premises and shared use of the Common Area from the District on the terms and conditions set forth in this Lease.

2. Description. The Lease Area leased hereby consists of the southern approximately 16,609 square feet of the District Building located at 73-300 Fred Waring Drive, Palm Desert, California, known as the Library Premises, and the approximately 4,193 square feet of Common Area to be commonly shared and used by the City, the District, and any other tenants of the District Building, if any (hereinafter, the Library Premises and the Common Area shall be jointly known as the "Lease Area").

3. Annual Fee. The Lease Area is leased to the City for a base rate of One Hundred Twelve Thousand Three-Hundred and Thirteen dollars (\$112,313.00) annually ("Annual Fee"). The Annual Fee due to District under this Lease shall be paid by City to District by the start of each fiscal year, no later than the first (1st) day of July each year, at the District's address set forth hereinafter for notices, or to such other person and/or at such other address as District may direct by written notice to City. The Annual Fee includes the costs of rent, utilities, and general maintenance labor, as described below and as set forth in the Fee Structure in **Exhibit "B."** The District may raise the Annual Fee each year by a rate of no more than three percent (3%) of the prior year's Annual Fee amount. However, costs that are assigned to the lease for personnel (e.g. groundskeeper), which are party to the Annual Fee, may increase by a percentage equal to no more than the statutory Cost of Living Adjustment for the following fiscal year, as adopted by the California State Legislature, based on the prior year's Annual Fee. The District shall notify the City of the increased annual rate no later than May 31st each year. Upon proof of work and agreement between the City and the District, the City may deduct

Contract No. C47090

reasonable charges from the base rent for one-time landscape services described in 3(a) and 3(b) from the first-year lease agreement. If landscape services are less than the not to exceed amount of \$23,000.00, the City will reimburse the District a credit within fifteen (15) days after the work has been completed. The deduction in the not to exceed amount of \$23,000.00 will be applied to year one of the base rent. The City will contract services for the following one-time cleanup of landscape work around the exterior of the leased area:

i. **An arborist contractor will trim the palms and prune the trees** around the exterior of the leased grounds. Addition of (15) fifteen 24' box trees be planted on the exterior of the leased grounds and that (7) seven trees, palms, and their stumps be removed.

ii. **Add decomposed granite to the leased grounds and new plantings be added to the courtyard.**

(a) **Utilities.** District shall provide, or cause to be provided, and pay for all utility services that City may require or desire in the operation and use of the Lease Area.

(b) **Maintenance Labor.** The District shall provide, or cause to be provided, and pay for, all reasonable maintenance services within the District Building, including the Lease Area, as follows: District shall maintain the physical exterior and interior of the Lease Area and all structural and systematic components thereof, including, but limited to, roof (including roof membrane), air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, communication wiring and fixtures including all lights and replacement of light bulbs, windows, gutters, and structural parts, in good working condition and repair, in accordance with industry standards and in compliance with all applicable laws, ordinances, rules and regulations. Any maintenance services

and/or facility improvements to the Lease Area that exceed the standard upkeep and maintenance of the Lease Area necessary for its regular use as set forth in section 4(a) shall be addressed as set forth in section 9 and mutually agreed upon by both parties. Any services performed by the District shall not interfere with City's use or visibility of the Lease Area and shall not impede the City's access to the Lease Area.

4. Use.

a. The Lease Area is leased primarily for the purpose of providing space to operate and conduct a public library, for use by the City of Palm Desert, but may be used for any official business by the City of Palm Desert government with the prior written consent of the District, which shall not be unreasonably withheld, conditioned, or delayed.

b. City shall have the exclusive possession of the Lease Area and shared common usage of the Common Area, which shall include the walkways, rest rooms, driveways, vehicular parking spaces, sidewalks, landscaped courtyards, planted areas, monument signage, and other similar facilities maintained by the District for its own use, other tenants, and the public.

5. Term.

(a) The Term of this Lease shall commence upon execution of this Lease Agreement and subject to consideration of Section 6 below, continue in full force and effect for a period of five (5) years.

(b) Any holding over by City after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

(c) City, in its sole discretion, shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions the District may then offer.

6. Right to Early Termination. The City shall have the option to terminate the Lease, with a sixty (60) day advance written notice to the District. The District shall have the option to terminate the Lease, with a sixty (60) day advance written notice to the City prior to the end of the fiscal year (June 30) to take effect no earlier than the start of the following fiscal year, e.g. notice to terminate given May, 2024 to be effective July 1, 2024. Upon the termination of the Lease, District and City shall have no further rights, obligations or claims with respect to each other arising from the Lease, except for those obligations of under this Lease which expressly survive and continue after the termination or expiration of the Lease.

7. Consideration. In Consideration for the use of the Lease Area, City shall provide library services to City residents.

8. Custodial and Grounds.

a. City shall provide their own custodial services within the Lease Area, including the Library Premises, and Common Areas, as set forth in **Exhibit "A."** District shall provide and pay for custodial services within the remainder of the District Building, not including the Common Areas.

b. District shall provide, or cause to be provided, and pay for all landscape and other exterior grounds care for the Lease Area. Such services shall be provided at a level which shall keep the Lease Area in the same condition as other portions of the District Building.

c. District shall, at its cost and expense, provide maintenance of parking lots designated for public library use.

d. District represents and warrants that the exterior portions of the District Building, including access to the Library Premises and Lease Area, are compliant with ADA (including parking areas) as of the commencement of the Term, and that any capital

expenditures or other expense to comply with Laws in effect as of the commencement of the Lease shall be at District's expense and not passed through to City in the Annual Fee or otherwise.

e. Upon prior written consent by the District, not to be unreasonably withheld, conditioned, or delayed, the City shall have the right to make reasonable exterior modifications to accommodate Information Technology (IT) infrastructure needs, provided it provides the District notice (which may be verbal or written) within five (5) days of commencing such work, provided the modification is not brought about by an emergency situation, in which case City may proceed with such work without notice. District shall approve or disapprove City's request within ten (10) business days after District's receipt thereof.

f. Upon prior written consent by the District, not to be unreasonably withheld, conditioned, or delayed, the City shall have the right to change the existing monument sign to better reflect the use of the District Building as a public library only. District shall approve or disapprove City's request within ten (10) business days after District's receipt thereof. The City shall remove the sign within thirty (30) days of the expiration of the Lease.

g. City shall not be required to remediate or pay (either as part of the Annual Fees or otherwise) for the removal or remediation of Hazardous Materials to the extent such Hazardous Materials exist in an amount in violation of applicable Hazardous Materials Laws and (i) were present in the Lease Area prior to the commencement of this Lease, or (ii) are placed in, on under or about the Lease Area by District or any District's employees, agents, contractors, other tenants, or third parties.

9. Maintenance/Alterations.

(a) As set forth in section 3, District shall keep, repair, maintain, and replace as necessary, the physical exterior and interior of the Lease Area and all structural and systematic components thereof, including, but limited to, roof, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, communication wiring and fixtures including all lights and replacement of light bulbs, windows and structural parts, in good working condition and repair, in accordance with industry standards and in compliance with all applicable laws, ordinances, rules and regulations.

(b) Within thirty (30) days after delivery of an invoice by District, City shall reimburse, or cause to be provided, and pay for any maintenance services and/or improvements to the Lease Area, including costs of any supplies, materials, and specialty equipment, that exceed the standard upkeep and maintenance of the Lease Area necessary for its regular use under section 4(a). Any such maintenance services and/or improvements as set forth in this subsection shall be permitted only upon the written request of the City Manager, or their designee, following the written approval of the Vice President for Administrative Services and/or Superintendent/President of the District. Any such maintenance services and/or improvements under this subsection shall comply with any and all applicable federal, state, local laws, rules, regulations, and any and all applicable District policies, procedures, regulations, and guidance.

(c) Any necessary repairs to the Lease Area shall be made by District as promptly as possible to keep the Lease Area in the condition necessary for its regular use under section 4(a). The District understands timely response is required to ensure City operations continue with minimal interruption to ensure the safety of employees and delivery of services. To the extent reasonably feasible, the District shall make efforts to

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commence repairs relating to any Base Building Systems, which shall include any mechanical, electrical, or plumbing system or component of the building, and any HVAC distribution system, and any fire safety system, within hours one (1) business day from receipt of written notice of the repair request, and to complete all other repairs within thirty (30) calendar days upon receipt of written notice. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) calendar days are reasonably required to complete the repair, the District shall not be in default under this Section, provided the District begins work within these thirty (30) calendars day period and diligently pursue this work to completion. All requests for repairs shall be submitted in writing by the City to the District.

(d) If the City provides written notice to the District of an event or circumstance that requires the action of the District with respect to the replacement, repair or maintenance to the Lease Area or Base Building Systems serving the Lease Area as set forth in Section 3(c), above, and the District fails to provide such action as required by the terms of this Lease within the period specified in Section 9(c), the City may, but shall not be obligated to, directly address the requested repair if: (1) the City delivers to the District an additional written notice advising the District that the City intends to take the required action to address the repair if the District does not begin to schedule the required repair or maintenance within five (5) business days after the written notice of the repair request; and (2) the District fails to schedule the required work within the five (5) business day period. In the event the City makes the requested repair, District shall reimburse City for the reasonable costs of such repairs, within thirty (30) days of City's providing District an invoice.

(e) Upon prior written consent by the District, not to be unreasonably withheld,

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conditioned, or delayed, the City may at any time and from time to time at its expense, paint and decorate the interior of the Library Premises (including the right to paint the concrete block and stone walls), install trade fixtures and equipment, and make such changes, alterations, additions and improvements in and to the Library Premises, all as will in the judgment of the City better the Library Premises for the purposes for which the same are permitted to be used hereunder. District shall approve or disapprove City's request within ten (10) business days after District's receipt thereof.

10. Hold Harmless/Indemnification.

a. Each Party to this Lease ("Indemnitor") shall indemnify and hold harmless the other, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, governing boards, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of the Indemnitor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Lease, including but not limited to property damage, bodily damage, or death, or any other element of any kind or nature whatsoever arising from the performance of the Indemnitor, its officers, employees, subcontractors, agents or representatives Indemnitors from this Lease. The Indemnitor shall defend, at its sole expense all costs and fees, including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the indemnities in any claim or action based upon such alleged acts or omissions.

b. With respect to any action or claim subject to indemnification herein by the Indemnitor, the Indemnitor shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim

subject to the prior consent of Indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Indemnitor's indemnification to Indemnitees as set forth herein.

c. The Indemnitor's obligation hereunder shall be satisfied when the Indemnitor has provided to Indemnitee the appropriate form of dismissal relieving Indemnitee from any liability for the action or claim involved.

d. The specified insurance limits required in this Lease shall in no way limit or circumscribe the Indemnitor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

e. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Indemnitor from indemnifying the Indemnitees to the fullest extent allowed by law.

f. **Survival of Indemnification.** The paragraphs of this Paragraph 11 shall survive the expiration or earlier termination of this Lease until all claims against Indemnitor involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

12. Insurance.

(a) **City Insurance.** Without limiting or diminishing the City's obligation to indemnify or hold the District harmless, the City shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Lease. Notwithstanding the foregoing, District shall accept City's qualified self-insurance or risk pool insurance in lieu of the insurance policies set forth below.

(b) **Workers' Compensation.** If the City has employees as defined by the State of

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California, the City shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of the District, its Board of Trustees, and their officers and employees.

(c) **Commercial General Liability.** Commercial General Liability Insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operation liability, personal and advertising injury, cyber liability, and cross liability coverage, covering claims which may arise from or out of the City's performance of its obligation hereunder. Policy shall name the District, its Board of Trustees, and their officers, employees, volunteers, and agents as Additional Insureds by endorsement. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(d) **Vehicle Liability.** If vehicles or mobile equipment, which include tractors, trailers or similarly equipped vehicles, are used in the performance of the obligations under this Lease, then the City shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit. Policy shall name the District, its Board of Trustees, and their officers, employees, volunteers, and agents as Additional Insureds by endorsement. If minor or patron transportation is provided by Lessee, the limits shall be changed to an amount not less than \$5,000,000.00 combined single limit.

(e) **Property Insurance.**

- “Special perils” form real property insurance covering the Lease Area including improvements, betterments, and loss of rents or loss of income providing protection against any covered peril included for an amount not less than the replacement cost of said Lease Area, including any Improvements thereto. Said policies shall contain a “Replacement Cost” endorsement and shall include deductible amounts acceptable to the District. Said policies shall name the District as an additional insured and loss payee, as its interests may appear.

- “Special perils” form personal property insurance covering the City’s personal property on the Lease Area against any peril included in the classification of “Special Form” for an amount not less than one hundred percent (100%) of the replacement cost.

(f) **Sexual Abuse and Molestation Coverage.** Sexual abuse and molestation coverage shall be no less than \$4,000,000.00 per occurrence and \$6,000,000.00 aggregate.

(g) **General Insurance Provisions – All Lines.**

- Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the District’s Risk Manager. If the District’s Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- The City must declare its insurance self-insured retention for each coverage required herein. If such self-insured retentions exceed \$500,000.00 per

occurrence each such retentions shall have the prior written consent of the District Risk Manager before the commencement of this Lease. Upon notification of self-insured retention unacceptable to the District, at the election of the District's Risk Manager, the City's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Lease with the City, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- The City shall cause the City's insurance carrier (s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If the City insurance carrier (s) policies does not meet the minimum notice requirement found herein, the City shall cause the City's insurance carrier (s) to furnish a 30-day Notice of Cancellation Endorsement.

- In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The City shall not

commence operations until the District has been furnished original Certificates of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsement for each policy and the Certificate of Insurance.

- It is understood and agreed by the Parties hereto that the 2City's insurance shall be construed as primary insurance, and the District's insurance and/or deductible and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- The City is expressly obligated to provide for the legal defense and investigation of any claim against the District as an Additional Insured and for all costs and expenses incidental to such defense or investigation.

- The insurance required herein, and the insurance carried by District, shall not be deemed to limit the respective insured Parties' liability related to performance under this Lease. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Lease.

- If, during the term of this Lease or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Lease, including any extension thereof, exceeds five (5) years; the District reserves the right to adjust the types of insurance and the monetary limits of liability required under this Lease, if in the District Risk Management's reasonable judgment, the amount or type of insurance carrier by the City has become inadequate.

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- If the City fails to procure any coverage require to be maintained hereunder, or renewal thereof, or to provide written evidence of the procurement or renewal thereof on a timely basis, the District may, but is not required to, after having given five (5) working days written notice to the City, procure such coverage and charge its cost to the City.

- The City shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

- The insurance requirement contained in this Lease may be met with a program(s) of self-insurance acceptable to the District. 27.

- The City agrees to notify the District of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

(h) **District Insurance Requirements.** At all times during the Term, the District shall maintain, at the District's expense, commercial general liability insurance, on an occurrence basis, insuring the District and its employees, agents and independent contractors against all bodily injury, property damage, personal injury and other covered loss arising out of its use and maintenance of the Lease Area. The City, its Governing Board, and their officers, employees, volunteers, and agents shall be named as Additional Insureds by endorsement as to claims and losses arising out of the Lease Area. Such coverage shall have limits in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

13. Notices. Any notices required or desired to be served by either Party upon the other shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time shall be designated by the respective Parties:

City:	District:
City of Palm Desert	College of the Desert
73510 Fred Waring Drive	43-500 Monterey AvenueColleg
Palm Desert, California 92260	Palm Desert, California 92260
Attn: L. Todd Hileman	Attn: Linda Costagliola
City Manager	Executive Administrative Assistant
thileman@palmdesert.gov	lcostagliola@collegeofthedesert.edu
(760) 776-6488	(760) 773-2511

14. Quiet Enjoyment. The District covenants that City shall at all times during the term of this Lease peaceable and quietly have, hold and enjoy the use of the Lease Area so long as City shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

15. District Rules and Regulations. The City agrees that it will abide by, keep and observe all reasonable rules and regulations which the District may make from time to time for the management, safety, care and cleanliness of the District Building, Lease Area, and the surrounding areas, a copy of which shall be provided to the City.

16. Drug Free and Tobacco Free District. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property, including this District Building and the Lease Area. No City officials, employees, agents and representatives, and no visitors of the Lease Area are permitted to use controlled substances, alcohol, or tobacco at the District Building and the Lease Area.

17. Nondiscrimination. The District, City, and all others who from time to time may use the Lease Area and District Building described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner

against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

18. Binding on Successors; Assignment. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto. However, neither Party may assign and/or transfer any duties, obligations, or interest in this Agreement, without the prior written consent of the other Party.

19. Severability. The invalidity of any provision in the Lease as determined by court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

20. Force Majeure. Neither Party shall be liable for non-performance due to a Force Majeure event; provided, however, that the non-performing Party notifies the other Party and resumes performance as soon as reasonably possible. "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, earthquakes, pandemic or epidemic; explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic,

terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; and (v) a reasonably unanticipated action, delay or failure to act by a governmental authority, including a moratorium on any activities related to this Lease.

21. Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

22. Attorneys' Fees. In the event of any litigation or arbitration between the District and City to enforce any of the provisions of this Lease or any right of either party hereto, each Party shall bear its own costs.

23. Real Property Taxes. The City acknowledges that the District, as a public community college district, is generally not required to pay any general property taxes on the District Building. If the City's use of the Lease Area under this Lease subjects the District Building to any form of tax the District shall immediately notify City and the City shall pay all applicable real and personal property taxes, and all other fees, charges, taxes, or assessments of any type, levied against or resulting from the City's use of the Lease Area. Notwithstanding the foregoing, City shall have the right to contest any form of tax and District shall cooperate with City in this effort.

24. District's Representative. District hereby appoints Vice President, Administrative Services, as its authorized representative to administer this Lease.

25. City's Representative. City hereby appoints the City Manager with oversight and management of real property matters for the City of Palm Desert as its

authorized representative to administer this Lease.

26. Entire Lease. This Lease is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the signed written consent of the Parties hereto.

27. Counterparts. This Lease may be executed in one or more counterparts, electronic or otherwise, each of which shall constitute an original.

28. Interpretation. The Parties hereto have negotiated this Lease at arm's length with advice of their respective attorneys, and no provision contained herein shall be construed against the City solely because it prepared this Lease in its executed form.

29. Effectiveness/Governing Board Approval. This Lease shall become effective upon approval or ratification by the District's Board of Trustees and the Palm Desert City Council. Notwithstanding the preceding sentence, this Lease is contingent upon the termination of that certain lease between the County and District, dated March 2, 1993 (the "County Lease"). If the County Lease is not terminated by the execution of this Lease, then either party may terminate this Lease by providing a written sixty (60) day notice thereof to the other party, whereupon this Lease shall be null and void and of no force and effect.

30. Assignment/Sublease. City shall not, without the prior written consent of District, which shall not be unreasonably withheld, conditioned, or delayed, assign, encumber or otherwise transfer this Lease or any interest herein directly or indirectly, by operation of law or otherwise, or sublet the Lease Area or any part thereof, or permit the

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use or occupancy of the Lease Area by any party other than City (each, a "Transfer"), in each case without District's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, City may be permitted, without the consent of District, to assign or transfer this Lease to a successor or affiliate of City.

In Witness Whereof, the Parties have executed this Lease Agreement as of the date first written above.

LESSEE:

LESSOR:

CITY OF PALM DESERT,
a political subdivision of the
State of California

Desert Community College District

By: 
CE3F306233F0405...
L. Todd Hileman
City Manager

By: 
6674103418ED487...
Rodrigo Garcia
Vice President of Administrative Services

Exhibit "A"

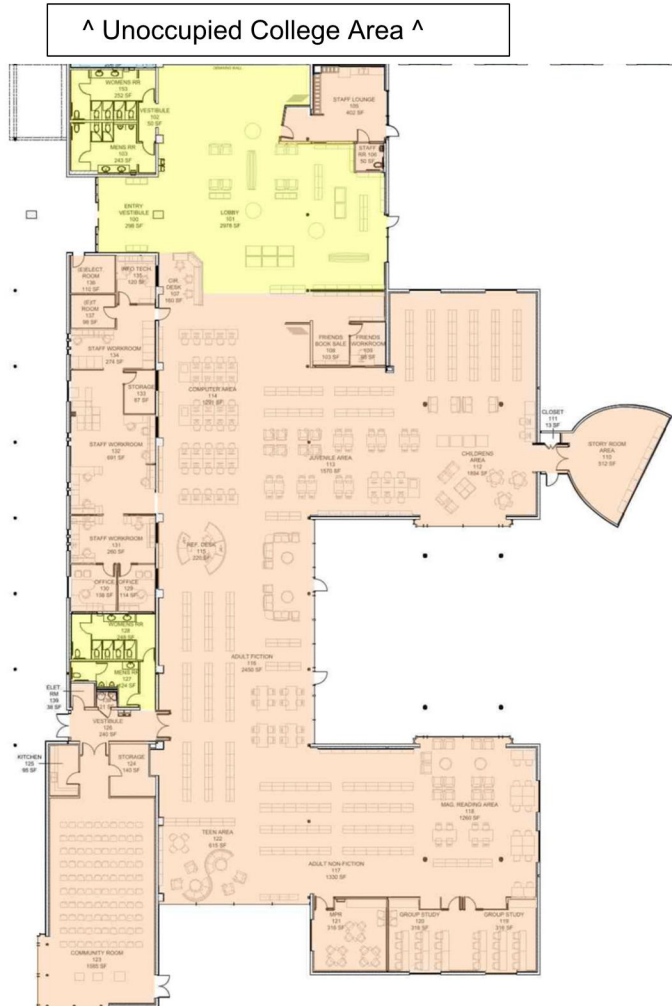
Depiction of Lease Area

[Insert Floor Plan]

Exhibit A

Exhibit "A"

Depiction of Lease Area



Public Library areas and corresponding square footage

COMMON AREA	
WOMENS RESTROOM	252 SF
MENS RESTROOM	243 SF
VESTIBULE	50 SF
LOBBY	2,978 SF
ENTRY VESTIBULE	298 SF
WOMENS RESTROOM	248 SF
MENS RESTROOM	124 SF
TOTAL	4,193 SF
LIBRARY / COUNTY	
STAFF RESTROOM	50 SF
STAFF LOUNGE	402 SF
CIRCULATION DESK	160 SF
FRIENDS BOOK SALE	103 SF
FRIENDS WORKROOM	98 SF
ELECTRICAL ROOM	110 SF
IT ROOM	98 SF
INFO TECH	120 SF
STAFF WORKROOM	1,225 SF
STORAGE	87 SF
OFFICE 129	114 SF
OFFICE 130	138 SF
JANITOR	21 SF
ELET. ROOM	38 SF
VESTIBULE	240 SF
KITCHEN	95 SF
STORAGE	140 SF
COMMUNITY ROOM	1,585 SF
COMPUTER AREA	1,291 SF
JUVENILE AREA	1,570 SF
CHILDRENS AREA	1,894 SF
STORY ROOM AREA	512 SF
REFERENCE DESK	115 SF
ADULT FICTION	2,450 SF
TEEN AREA	615 SF
ADULT NON-FICTION	1,130 SF
MAGAZINE READING AREA	1,260 SF
MULTI-PURPOSE ROOM	316 SF
GROUP STUDY	632 SF
TOTAL	16,609 SF

Exhibit A



Exhibit "B"**Fee Structure**

Annual Fee: \$112,313.00 Annual Fee (The District may raise the prior year's Annual Fee at a rate not to exceed three percent (3%). However, costs that are assigned to the lease for personnel (e.g. groundskeeper), which are party to the Annual Fee, may increase by a percentage increase equal to no more than the statutory Cost of Living Adjustment for the following fiscal year, as adopted by the California State Legislature, based on the prior year's Annual Fee.) The District shall notify the City of the increased annual rate no later than May 31 each year. Upon proof of work and agreement between the City and the District, the City may deduct reasonable charges from the base rent for one-time landscape services described in 3(a) and 3(b) from the first-year lease agreement.

Custodial Services: City bears all costs for custodial services within the common area and leased Library Premises.

Facility Improvements (In Excess of Regular Maintenance): City bears all costs.

All other service costs are included as part of the City's Annual Fee, as set forth in the Lease.

REQUEST FOR PROPOSAL

INVITATION FOR BIDS

2023-RFP-225

ARCHITECTURAL DESIGN SERVICES - CONCEPTUAL DESIGN OF
MUNICIPAL LIBRARY



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: January 16, 2024

DEADLINE FOR QUESTIONS: January 30, 2024

RESPONSE DEADLINE: February 13, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

City of Palm Desert
REQUEST FOR PROPOSAL

Architectural Design Services - Conceptual Design of Municipal Library

I. Background and Introduction

II. Notice Inviting Proposals

III. Scope of Services

IV. Requests for Clarification.....

V. Content and Format of Proposal.....

VI. Selection Process

VII. Evaluation Phases

VIII. Submittal Requirements

IX. General Conditions

X. Protests.....

Attachments:

A - Project Site Aerial

B - Professional Services Agreement Template (Rev 7-23)

C - Library - Conceptual Design Services - Job Walk Sign-in Sheets 01.23.24

1. Background and Introduction

1.1. Summary

The City of Palm Desert (“City”) is requesting proposals from qualified firms (“Proposers”) for Architectural Design Services - Conceptual Design of Municipal Library (“Services”) to establish a Professional Services Agreement (“Agreement”).

To serve and promote the welfare of its residents, the City intends to procure the Services, as described below.

City of Palm Desert is requesting qualifications and proposals from Architects to provide conceptual designs for a new Library building.

1.2. Background

The City is a charter city in the State of California. The City is a thriving community of approximately 50,000 full-time and 32,000 seasonal residents. It is located in the Coachella Valley in eastern Riverside County, part of the low desert region of Southern California. The City features big-city resources in a friendly, small-town setting, offering first class educational opportunities, safe and clean streets, as well as plentiful shopping and community events. Palm Desert is considered the geographical, educational and retail center of the Coachella Valley.

Incorporated in 1973, the City operates under a council-manager form of government with a five-member City Council elected at large. Each council member serves a four-year term. The City Council meets on the second and fourth Thursdays of the month at Palm Desert City Hall, 73-510 Fred Waring Drive.

The City invites the submittal of responses to this Request for Proposals (RFP) from qualified firm(s) interested in providing architectural services in connection with the Palm Desert Public Library as herein outlined.

Palm Desert Public Library is a Municipal Library that provides library service to approximately 50,000 city residents in the heart of the Coachella Valley. Beginning July 1, 2024, the Library will be managed by the City, but for the time being it is run by the County of Riverside via a private contractor.

On June 8, 2023, the City Council voted to form a Library Task Force and on October 12, 2023, the Council voted to withdraw from the Riverside County Library System and make plans to self-operate its library. The Library has no official board of trustees at this time, but it is expected to have one soon. Therefore, at present, the City Council serves as the library governing oversight body. The Library Task Force is made up of two elected City Council members who serve as liaisons to the task force, and nine members of the public. A subcommittee of the Library Task Force, along with City staff, will evaluate the submitted Qualifications and Proposals of the architecture firms for a new library facility and make a recommendation for the firm(s) with which to proceed, along with at least one alternate, to City Council.

Currently, library services for residents are administered from a 1990s leased facility located on the neighboring College of the Desert campus. The City will operate from this facility beginning on July 1, 2024, until a new facility can be designed, constructed, and outfitted on city-owned land.

The City has identified available space on its City Hall campus, on which to build. The available space currently houses a Sheriff's substation and enclosed yard. The Sheriff's substation will be vacated in mid-2025, and the plan is to raze the building and build the library on the former yard, with the substation land being converted to above ground parking. This will offer separation from the City Hall campus and allow greater architectural flexibility in the design. It should be noted that the current substation features a basement. In addition to a dramatic expansion of services, the City is committed to improving library spaces and services throughout the City.

PROJECT DELIVERY METHOD:

The City intends to utilize the Design-Build project delivery method. This RFP is for Conceptual Design only. Once the City has an approved conceptual design and project budget, the City will solicit Bids for Design-Build services. Bidders will not be required to utilize the same architecture firm that provided the conceptual designs.

1.3. [Contact Information](#)

Project Contact:

Melanie Perry

Senior Management Analyst

73510 Fred Waring Dr

Palm Desert, CA 92260

Email: mramirez@palmdesert.gov

Phone: [\(760\) 776-6450](tel:(760)776-6450)

Procurement Contact:

John Ramont

Deputy Director, Finance

73-510 Fred Waring Drive

Palm Desert, CA 92260

Email: jramont@cityofpalmdesert.org

Phone: [\(760\) 776-6308](tel:(760)776-6308)

Department:

PW - Capital Improvement Projects

1.4. [Timeline](#)

The above scheduled dates are tentative and City retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind City to award a contract for the Services and City retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	January 16, 2024
Pre-Proposal Meeting (Mandatory)	January 23, 2024, 11:00am Parking Lot in front of "Sheriff Training Center" Building 73-510 Fred Waring Dr. Palm Desert, CA 92260
Last Day to Submit Questions for Clarification	January 30, 2024, 2:00pm
Clarifications Issued by City on or before	February 6, 2024, 5:00pm
Deadline for Receipt of Proposals submitted on or before	February 13, 2024, 2:00pm
Notice of Intent to Award	March 14, 2024

2. Notice Inviting Proposals

2.1. NOTICE

RFP No.: 2023-RFP-225

Project Title: Architectural Design Services - Conceptual Design of Municipal Library

Project No. (if applicable): CFA00027

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the City of Palm Desert ("City") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 2:00 pm, Tuesday, February 13, 2024. Proposals may not be submitted by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The City is requesting proposals to provide: Conceptual designs for new Library building.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The City reserves the right to reject any or all proposals determined not to be in the best interest of the City.

The City of Palm Desert is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The City condemns and will not

tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

2.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in the Scope of Services Section, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between City and the successful Proposer shall be set forth in the Professional Services Agreement (“Agreement”) executed by and between City and the successful Proposer. A copy of the Agreement is attached and incorporated herein by this reference.

2.3. LICENSE REQUIREMENTS

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be licensed or certified if required by the nature of the services offered throughout the time it submits its Bid and for the duration of the Contract: TBD

2.4. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals (“RFP”). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the City to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

2.5. PRE-PROPOSAL MEETING

Each Proposer is requested to attend a “**mandatory**” pre-proposal meeting to be held at 11:00 am on Tuesday, January 23, 2024, at Parking Lot in front of "Sheriff Training Center" Building 73-510 Fred Waring Dr. Palm Desert, CA 92260. Failure to attend this meeting will preclude a Proposer from submitting a proposal. Attendance at the pre-proposal meeting will ensure the Proposer understands the full scope of the Services requested.

3. **Scope of Services**

3.1. Architectural Design Services - Conceptual Design of Municipal Library

Architectural and engineering services shall consist of all items of work necessary to complete a conceptual and final building program, site planning and conceptual designs (provide 3 options), and City review for an approximately 20,000 to 25,000 square foot Library. The City is working with a library consultant, conducting a community engagement program to collect hopes, dreams, and aspirations for Library services. This data will help to inform a building program for the temporary (current) facility and the new facility. Experience and expertise of the architect selected for conceptual designs will determine if the City contracts directly with the Library consultant for additional services to assist with program validation and furniture and equipment selection.

The following list includes a brief description of the tasks for the Architect to perform, including but not limited to:

- A. Three (3) conceptual designs, including site planning for the proposed library, including consideration of the City's Civic Center Master Plan;
- B. Determine parking and landscape requirements;
- C. Submittal of the schematic designs to the City Planning Department for review
- D. Provide and manage all engineering and specialty consultants required;
- E. Selection of interior and exterior materials, finishes, and fixtures (subject to City approval);
- F. Interior Design Services, layout and furniture recommendations only. To save costs, the City would like to explore purchase of furniture and fixtures through CMAS or other similar contracts;
- G. Cost Estimating is to be included with each conceptual design option and Schematic Design Documents (includes cost reconciliation with third-party Estimator);
- H. Design Schedule

The services required for the project may include, but are not limited to:

- A. Perform site review and civil engineering studies as needed to establish the basis for the conceptual design;
- B. Develop three (3) conceptual designs for the project which will include, at a minimum, a proposed site plan, conceptual floor plan, conceptual renderings, budget estimates and information on building massing and materials;
- C. Cost of ownership analysis and value engineering;
- D. Attend all project meetings;
- E. Meet with the Library and Public Works Directors or their designees to coordinate the project;
- F. Facilitate the design planning process through information gathering meetings with stakeholders and members of the general public if applicable;
- G. Prepare Schematic Design documents and drawings for the selected Conceptual Design, showing compliance with program elements, State guidelines, applicable building and zoning codes, environmental and conservation requirements, including provisions for required permits and variances;
- H. Conceptual mechanical and electrical information shall be developed;
- I. Attend periodic meetings with the Library Trustees and/or Library Task Force, the OPM, regulatory authorities, and others as needed to ensure that the interests of all parties are represented in the design process;

- J. While the City has received no grant dollars yet for this project, it will be applying for any and all grant opportunities. Therefore, it is important that the architect also assist with preparation of requested materials, as required for submission, to any granting authority;
- K. Final color and material presentations for each conceptual design and schematic design will be prepared for client's approval. Presentations shall consist of color boards, drawings and professional renderings sufficient to convey the overall design intent;

Building Program / Goals

The building should be designed with triple bottom sustainability in mind; the people (social), planet (environment), and performance (economic) aspects of sustainability.

Library Customers and Staff

Seniors

Seniors (55+) make up 40.7 percent of the population of Palm Desert and thus the entire library must be made with them in mind. Accessibility, lighting, sign font-size, etc. Programming for the library will also heavily revolve around this segment. The library will offer health classes, partner with health providers for blood pressure and blood sugar readings. Loneliness has reached epidemic proportions in this country and Palm Desert is not immune. One-resident households make up 37% of the housing mix. Thus programming and library activities will center on bringing people together to promote community, centered around common interests, no matter what those interests are.

Family caregivers and children

Children, 18 and younger, make up 12.6% of the Palm Desert population. Ages are evenly distributed, with a slight uptick from age 10-18. These percentages are supplemented by the occasional visiting grandchild. Though a smaller percentage of the population, as compared to seniors they are an important segment of the community and flexible spaces for children and teens must be represented in the library.

The children's space should feature flexibility so that it can be programmed differently throughout the day. As collections are not easily moved, though some shelving should be on casters, dedicated areas for different aged learners can have complementary accessories for the age group. Early learning manipulatives next to board books, play store or home equipment next to toddler books, etc. The children's space should also feature a small nursing room for mothers who need to breastfeed/pump.

Teen literature (young adult fiction, YA) is not only a popular genre with teens, but with some adults too. Thus it is acceptable if the library's teen space does not contain books, save for the occasional display of popular books, as long as the teen books have adjacency to the teen space.

Other adults

Other adults make up nearly half the population at 46.7%. They are working adults, parents, college or trade school students, etc. They lead busy lives and have less leisure time. They want to use the library in quick fashion, get resources and assistance to aid with children's homework assignments and books to read to them at night. They may attend an occasional program at the library and they make use of the library's digital resources. White-collar and service industry workers make up 89.9% of the workforce. If co-working space were made available during convenient hours, they likely would make heavy use of the space. The City's unemployment rate is 4.5%.

Veterans

The Riverside County Library System Palm Desert branch makes space available to veteran services groups that connect veterans with available service. The City plans to continue this tradition.

Unsheltered individuals

Some of the adults and teenagers using the library will be experiencing homelessness. Libraries welcome all, but we also must exercise balance. Ways libraries are promoting that balance is by offering out-of-door, though typically protected by eaves, large, steam-cleanable mesh lockers (i.e. athletic gear lockers) for temporary storage, an outdoor shower with modesty screen, temporary mailboxes to receive mail; etc.

Most importantly, there is a space for social service agencies to meet with these individuals to help connect them with services and housing.

Staff

The library will likely be home to 18 to 20 full-time equivalent staff. With open hours likely exceeding 70 hours a week, the library will need many part time staff. While two - three staff will have their own offices other staff will work on the floor and then need desk time in non-public areas at shared workstations. This means staff will need lockers to secure their belongings, and a staff retreat room for breaks along with a kitchen and dining area.

Additional City Services

Final Building Program may include office and meeting spaces for City Staff and shared space for Visitor services.

Safety

As libraries are open to all people many take advantage of the facility, and a few nefarious actors will also enter and possibly loiter. The building should feature cameras which capture every angle inside and outside of the building's perimeter. Libraries have experienced willful property damage including but not limited to arson, hurtling of library equipment, urination outside of restrooms, and theft of library property and customers' personal property. These cameras should be viewable by staff with feeds on monitors in two of the three offices.

A public desk for Sheriff's staff, should they visit the facility for outreach or to complete work, should be made available and prominently visible in the library.

Interior shelving should be no more than 60 inches tall to aid with visual sightlines and the children's area should be designed with safety and security in mind.

Built for the environment

Per NOAA, the summers in Palm Desert are sweltering and arid, the winters are cool, and it is mostly clear year-round. Over the course of the year, the temperature typically varies from 44°F to 107°F and is rarely below 36°F or above 113°F. The hot season lasts for 3.5 months, from June 6 to September 20, with an average daily high temperature above 99°F. The hottest month of the year in Palm Desert is July, with an average high of 107°F and low of 79°F. The cool season lasts for 3.2 months, from November 20 to February 27, with an average daily high temperature below 76°F. The coldest month of the year in Palm Desert is December, with an average low of 45°F and high of 69°F. This said, with the effects of climate change, the area has seen temperature spikes above 117°F and experienced long spells of humidity in summer, monsoonal moisture, rainfall, and flooding. Thus, the building must be built with weather extremes, experienced or yet to be experienced, in mind.

Sustainability in mind

While the city is a proponent of sustainability and expects the building to be built in as sustainable fashion as possible, and with sustainability for the long-term in mind, it does not plan to seek LEED designation. This said, the building should adhere to LEED environmentally friendly principles. Lighting should be task oriented, and the building should take advantage of available sunlight, and use shading tactically. The landscape should be xeriscape, the roof may feature solar panels, and geothermal heating and cooling should at least be considered.

Out-of-doors area

Nine months out of the year, Palm Desert features beautiful out-of-doors weather. Thus, the City would welcome a design that integrates an atrium or other outdoor space such as a reading garden. This space should be within the controlled confines of the building, either in the center or a fenced side area. A small water feature emanating the sound of a babbling brook would be welcome. Misters should be explored.

Style for consideration

Architectural styles fall in and out of favor, but a popular style in the Coachella Valley, that has experienced a renaissance here over the last 30 years, is Midcentury Modern. So much so that Modernism Week, an annual 11-day festival, takes place every February in the Coachella Valley. The City would welcome designs that are planned with Midcentury Modern aesthetics and the extreme weather in mind.

Single or Multi-story

Libraries with more than one floor of public space must be managed and staffed as if each floor is a separate library. Thus, the City would like to keep all public functions on one floor. An exception to this would be a public performance space that is used on occasion. Library offices or staff workspaces could be located on a separate floor but they would need easy and quick access to the public areas.

Performance

Today's library

Modern libraries are no longer book warehouses. They are instead places where people convene, collaborate, and create. Yes, books are present, but libraries experience circulation of physical materials and electronic resources in equal measure. Libraries also evolve with the times thus the building should be designed with short-term and long-term flexibility in mind. In the short-term, spaces will need to be adaptable on a daily, and sometimes hourly basis. Nearly all spaces need to have a flexible area that can be easily transformed (e.g. community meeting, tutoring center, storytime). Abundant storage, will be necessary to allow for the storage of folding tables, chairs, and equipment. Long-term, the space should be able to adapt to other uses, that are not yet known. Raised technology flooring and utilities that can be relocated or added to, would be extremely helpful in allowing the building to evolve in the future.

Food and the library

It is often said that humanity gravitates to the kitchen. Many libraries have had success adding teaching kitchens. In teaching kitchens residents can easily view how to prepare food, but also can prepare food as well. The Philadelphia Free Library has a successful English as a Second Language program conducted in an in-library kitchen. Learners gather around the kitchen-prep-table to learn and share their unique cultures and food.

Library cafes have a long history, often with mixed and/or unsuccessful results. A current successful library café is based in the Toledo Central Library in Ohio. SAME Café Toledo is a donation-based, fair exchange nonprofit restaurant that serves healthy food to everyone, regardless of ability to pay. Their mission is to create community through healthy food access. If the library were to explore including a café, this would be the model with which the City would be interested. Giving that food-handling certifications would be necessary were the City to deploy a teaching kitchen and/or café, it likely would do neither or both and it is very likely the City would collocate them for efficiency purposes, unless the architecture firm gave good reason to separate. Library hours shift and libraries are often not open at the same hours every day. Later evening events sometime take place when the library is closed or on holidays. Thus, any community room and café should have accessibility off-hours.

Convenience

Libraries can offer book-lockers, similar to current Amazon lockers, which allow library customers to pick up requested books when the library is closed. These obviously need to be located in an accessible location.

The library should also offer easy pick-up and drop off of collections. This can be accomplished by a drive-up window, though these too have mixed results in libraries. Sometimes similar results can be achieved with short-term parking spots near the building entrance for pick-up and a book-return box connected to the circulation desk by subterranean conveyor belts and an Automated Materials Handling System (AMS).

The library of things

Libraries have begun to loan items other than books and DVDs. Things one may need for a day or afternoon but not necessarily need to own. This could include tools, a machine to blow up balloons, a

meter to measure one's electrical use at home, specialty cake pans, etc. Thus, in addition to storage space for chairs and tables the library needs storage space to house these items when they are not being used by the public.

Library as flexible laboratory

Libraries are also learning laboratories, places where people with common interests can come together to learn. Yet no library can house these labs as individual spaces. Therefore the library needs a flexible space, or two, that can be swapped out depending on the day's needs. In addition to a teaching kitchen there might be need for sewing machine classes,

3-D printer, soldering work, woodwork, metal shop, gardening, flight simulators, coding lab, genealogy, personal document preservation training, job training, economic development, etc.

Business support

Libraries also serve as co-working spaces, places where people work individually or in small teams on projects typically on their own devices. Thus, the library must have ample space for individuals to work or for teams. The building will need to be zoned for different levels of sound, from a quiet reading area to a more rambunctious toddler play area. Using a mix of sound masking technology, sound absorbing surfaces, and dual-paned interior glass in some areas will help to achieve more harmony in given spaces. Deploying small, close to soundproof, telephone booth-sized rooms for patrons to participate in virtual job interviews or other virtual meetings in the building would be helpful. The City has no affinity for a particular brand, but one that is currently on the market is called WiggleRoom.

The library will also do consultation with small businesses sharing proprietary demographic data and aiding with site selection. Thus, it will need consulting space. A digital (map) table would also aid in this work.

Signage and wayfinding

Libraries need to connect individuals to the items and services they need, even when they do not know they need a particular item or service. Signage and wayfinding technology and directional aids will be important.

One-time promotional event signs are expensive to make and then cause waste when the event is over. LCD screens are inexpensive but do need power. Thus, the library needs to have ample well-placed digital signage to promote events and services. The City is open to digital signage on shelving endcaps to promote shelving contents along with related programs. The library is also open to testing new ways of wayfinding including floor and shelving indicator lights, similar to those used in today's parking structures which lead to available parking spaces.

The library of good smells

All are welcome in libraries. Bringing various people together can sometimes prompt disharmony. The City wishes to have all tools at its disposal. Scents can have a calming effect and can mask food odors from cafés or kitchens. Retail establishments and hotels have a long history of using scents to help establish mood and promote harmony. The City would not be opposed to deploying this technology if reasonably priced.

Outreach vehicle storage

City of Palm Desert is in the process of acquiring an outreach vehicle. The Low Speed (electric) Vehicle (LSV) is street legal on streets with speed limits below 35 mph. With gull-wing side doors that lift to reveal bookshelves, it will need roof clearance of up to 7 ft. and side clearance for the open gull-wing side doors of 12 feet. It will need to be stored in a locked area that is visibly screened so as to not be tampered with, when left unattended overnight. The area will need ingress and egress to an adjacent roadway.

The Goals

The goals for the building is to be a center of community and for it to serve as a catalyst for community building and resilience for Palm Desert residents.

The vision for this project is to provide equal access to resources and technologies while encouraging a sense of community participation and collaboration, advancing community education and outcomes, maximizing the return on the community's shared investment and creating safe and inviting spaces for the residents of Palm Desert.

Conflict of Interest

Proposer acknowledges and agrees that neither Proposer, nor any officer, director, or employee of Proposer performing services for the City in connection with any agreements resulting from this RFP, has or may have any material, pecuniary, or other personal interest in any contractor, subcontractor, consultant, or other entity that may provide any separate or additional materials or services in connection with any agreement resulting from this RFP. The City reserves the right to disqualify Proposer's bid for failure to comply with this section. If Proposer is awarded an agreement subject to this RFP and it is subsequently found to be in violation of this section, the City reserves the right to void the award and/or terminate the agreement.

Cone of Silence

A. A Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- a. Any communication regarding this RFP between the Proposer and the City's professional staff.
- b. Any communication regarding this RFP between the Proposer and any City Committee, Board, or Commission members.
- c. Any communication regarding this RFP between the Proposer and the Mayor or City Council members.
- d. Any communication regarding this RFP between the Proposer and any member of a selection committee.

B. The Cone of Silence shall not apply to:

- a. Oral presentations before the selection committee.
- b. Public presentations made to the City Council during any duly noticed public meeting.
- c. Written communications regarding this RFP between the Proposer and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for this RFP, provided the communication is limited strictly to matters of process or procedure already contained in this RFP.
- d. Responses to the City's request for clarification or additional information. Contract negotiations during any duly noticed public meeting.

C. Violation of the Cone of Silence by a Proposer shall render the RFP award to Proposer voidable by the City Council and/or City Manager.

D. The Cone of Silence terminates when the City Council acts, which ends the solicitation, unless referred back to the City Manager and staff for further review.

Other

- A. Subcontracting of services identified in this RFP or subcontracting of specialty consultants may be permitted only with written authorization by the City Contract Administrator.
- B. Prior to the Design Team gaining access to proprietary information in performing services for the City, the Design Team must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by the City.
- C. The Design Team, at its own cost, shall furnish and maintain all necessary personal protective safety equipment for their personnel as required for the type of work in accordance with Occupational Safety and Health Administration (OSHA) and the Contractor's Safety Program.
- D. The Design Team will supply its own transportation and properly insured vehicles. At no time will the Design Team use or be authorized to use a City-owned vehicle.
- E. Time is of the essence for this project. If a firm on the Design Team fails to respond to reasonable requirements of the Contract Administrator, that firm on the Design Team may be removed from consideration for the project and for future projects, and/or any existing contract may be terminated.

4. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the City's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 pm (local time) on Tuesday, January 30, 2024.

5. Content and Format of Proposal

5.1. [Proposal \(WITHOUT COST\)*](#)

Proposals shall be concise, well organized and demonstrate qualifications and applicable experience. Proposals shall be organized and include page numbers for all pages in the proposal. The proposal shall be uploaded here, in the following order and shall include:

A. Cover Letter

1. This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.

B. Experience and Technical Competence

1. **Background:** Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience with similar Service as described in this RFP.
2. **References:** The proposal shall include a list of recently completed projects that are similar in scope and function to this RFP. Provide a description of the project (including initial budget and final cost), client name, and the name, title, and telephone number of the primary contact person.

C. Firm Staffing and Key Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and the names/discipline/job title of each as well as your firm's capacity to provide additional personnel as needed.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the City. Indicate the role, responsibility, qualifications and experience of each individual.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel.
4. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

D. Proposed Method to Accomplish the Work

1. Describe the technical and management approach to providing the Services to the City. Proposer should take into account the scope of the Services, and general functions required. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services. In reviewing the scope of Services and goals described herein, the Proposer may identify additional necessary tasks and is invited to bring these to the City's attention within the discussion of its proposed method to accomplish the work.

*Response required

5.2. Fee Proposal*

Please provide a not-to-exceed fee proposal for the scope of Services. Fee should be itemized by consultant(s) services (e.g. Architectural, Civil, Structural, etc.). The fee proposal shall include hourly rates for all personnel for "Additional Work" (as such term is defined in the proposed Agreement attached herein).

*Response required

5.3. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Bid, to certify the following.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Please confirm

*Response required

5.4. [SAM.gov*](#)

Please enter your legal entity name for SAM.gov verification.

*Response required

5.5. [Type of Business*](#)

- C Corporation (if corporation, two signatures are required)
- S Corporation (if corporation, two signatures are required)
- Limited Liability C Corporation (if corporation, two signatures are required)
- Partnership
- Limited Liability Partnership
- Sole Proprietor/Individual
- Other

*Response required

5.6. [Litigation*](#)

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

5.7. [Changes to Agreement*](#)

The City standard professional services agreement contract is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard contract language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may affect the City's decision to enter into an Agreement.

*Response required

5.8. [No Deviations from the RFP*](#)

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

*Response required

5.9. [Project Team Resumes*](#)

Submit resumes of all key personnel/support staff that will produce work product for the Services. Describe their qualifications, education, and professional licensing.

*Response required

5.10. [List the Signatory\(s\) Authorized to Sign and Bind an Agreement.*](#)

(If two (2) signatures are required, include the following information for both signatories)

- A. Full Name
- B. Title
- C. Physical Business Address
- D. Email Address
- E. Phone Number

*Response required

5.11. Certification of Proposal*

The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Please confirm

*Response required

6. Selection Process

- A. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.
- B. It is the City's intent to select a Proposer best evidencing demonstrated competence and professional qualification to perform the Services. The City reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the City's research and investigation. Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable NO VALUE with the selected Proposer. In the event that the City is unable to reach Agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired.
- C. After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

7. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Clarity and conformance of proposal to the RFP	0-5 Points	10 <i>(10% of Total)</i>
2.	Content of the proposal, including work plan	0-5 Points	25 <i>(25% of Total)</i>
3.	Firm experience and performance	0-5 Points	35 <i>(35% of Total)</i>
4.	Team members' experience and performance	0-5 Points	20 <i>(20% of Total)</i>
5.	Comments by References	0-5 Points	5 <i>(5% of Total)</i>
6.	Fee Proposal	0-5 Points	5 <i>(5% of Total)</i>

8. Submittal Requirements

8.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the City to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The City reserves the right to request additional information which, in the City's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

8.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

8.3. Site Examination

Proposers may visit the City and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

8.4. [Authorization](#)

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

8.5. [Confidentiality of Proposal](#)

Proposals submitted in response to this RFP shall be held confidential by City and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either City and the successful Proposer have completed negotiations and entered into an Agreement or City has rejected all proposals. All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act. The City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

8.6. [Submittal Instructions](#)

The proposal must be received no later than 2:00 pm, on or before Tuesday, February 13, 2024 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The City will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the

screen while on the website) during business hours, or by emailing support@procurenw.com. Neither the City nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

9. General Conditions

9.1. [Federal Requirements](#)

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

9.2. [Amendments to RFP](#)

The City reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

9.3. [Amendments to Proposals](#)

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

9.4. [Non-Responsive Proposals](#)

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

9.5. [Costs for Preparing](#)

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

9.6. [Cancellation of RFP](#)

City reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

9.7. [Price Validity](#)

Prices provided by Proposers in response to this RFP are valid for 120 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

9.8. [No Commitment to Award](#)

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all

proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

9.9. [Right to Negotiate and/or Reject Proposals](#)

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets City's requirements.

9.10. [Non-Discrimination](#)

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The City's commitment to diversity and inclusion can be found [here](#).

10. **Protests**

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

10.1. [Protests of Solicitation Method](#)

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

10.2. [Waiver](#)

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

10.3. [Protests of Award](#)

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

10.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the NO VALUE makes a recommendation to the City Council/Housing Authority to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.
- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

10.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the NO VALUE shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The NO VALUE will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the NO VALUE then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

10.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

**CITY OF PALM DESERT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date. This Agreement is made and entered into this **28th** day of **March, 2024**, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578 ("City") and **Richard Kennedy Architects, Inc., a Corporation**, with its principal place of business at **363 5th Ave., Suite 202, San Diego, CA 92104** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Project.

The City is a public agency of the State of California and is in need of professional services for the following project:

**New Library Facility Project
Project No. CFA00027**
(hereinafter referred to as "the Project").

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant is duly licensed and has the necessary qualifications to provide such services.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 15, 2024, to November 30, 2024, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be

responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **James Richard - Lead Designer, Stephen Kennedy – Lead Technical Architect, Kelly Bauer – Lead Interior Designer, Jeremy Kotter – Senior Project Manager, Lee Swanson – Senior Library Programmer and Planner.**

3.2.5 City's Representative. The City hereby designates **Ryan Lamb, Senior Project Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the scope of services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Jeremy Kotter, Senior Project Manager**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (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); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) 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, and other actions of a public agency applicable to the services and Agreement.

Should 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. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies 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. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, physical disability, ancestry, sex, age, marital status, gender, gender identity, gender expression, sexual orientation, reproductive health decision making, veteran or military status, or any other consideration made unlawful by federal, state, or local laws. 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manger may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the

effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.

(D) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, volunteers, and representatives.

(E) Umbrella or Excess Liability Insurance. Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

3.2.11.2 Other Provisions or Requirements.

(A) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City

shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, volunteers, and representatives 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 the City, its elected or appointed officers, agents, officials, employees, volunteers and representatives and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(G) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(I) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, volunteers and

representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subconsultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City and the City's Risk Manager reserve the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must comply with the lawful requirements of the City, and any other municipality,

drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies of this Section.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIX HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED SIXTY FIVE Dollars (\$642,865.00)** without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Consultant shall submit to City monthly invoices which provide a detailed description of the Services and hours rendered by Consultant. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Consultant shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Consultant to submit a timely invoice may constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the

City, its officials, officers, employees, agents, volunteers and representatives, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant 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 City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Early Termination. Notwithstanding any provision herein to the contrary, if for any fiscal year of this Agreement the City Council fails to appropriate or allocate funds for future payment under the Agreement after exercising reasonable efforts to do so, the City may upon seven (7) days' written notice, order work on the Project to cease. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation.

3.6.1.4 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Richärd Kennedy Architects, Inc.
4450 N. 12th St., Suite 200
Phoenix, AZ 85014
ATTN: **Jeremy Kotter, Senior Project Manager**

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Ryan Lamb, Capital Projects**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at

the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment, or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification – Documents and Data. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers, agents and representatives free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or

the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, agents, volunteers and representatives from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, agents, and representatives 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, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. 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 City, its officials, officers, employees, agents, volunteers, or representatives.

3.6.6.2 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.

3.6.7 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings, or agreements.

3.6.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, 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. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 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, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PALM DESERT
AND RICHÄRD KENNEDY ARCHITECTS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

**RICHÄRD KENNEDY ARCHITECTS, INC. ,
A CORPORATION**

By: ^{DocuSigned by:}
L. Todd Hileman
CE3F366233F0405...
L. Todd Hileman,
City Manager

By: ^{DocuSigned by:}
Stephen J. Kennedy
D65202F51D344CZ...
Stephen J. Kennedy
President/CEO

Attest:

By: ^{DocuSigned by:}
Anthony J. Mejia
8063A189723D437...
Anthony J. Mejia
City Clerk

By: ^{DocuSigned by:}
James E. Richärd
63D1D633E482494...
James E. Richärd
Treasurer

Approved as to form:

By: ^{DocuSigned by:}
Isra Shah
3820DDF2EAC84B0...
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: MN

Insurance:

^{DS}
JB
Initial Review

^{DS}
JB
Final Approval

EXHIBIT "A"
SCOPE OF SERVICES

S C O P E O F S E R V I C E S L E T T E R

CLIENT City of Palm Desert
PROJECT NAME Conceptual Design of Municipal Library
DATE 02/13/2024

Ms. Melanie Perry

Senior Management Analyst
73510 Fred Waring Dr
Palm Desert, CA 92260
Direct: (760) 776-6450
e-mail: MRamirez@PalmDesert.gov

Mr. John Ramont

Deputy Director, Finance
73510 Fred Waring Dr
Palm Desert, CA 92260
Direct: (760) 776-6308
e-mail: JRamont@PalmDesert.gov

Thank you for considering Richärd Kennedy Architects (RKA) for the conceptual and schematic design of the new Palm Desert Municipal Library. We are excited about this opportunity to work with the City of Palm Desert and project stakeholders and we are pleased to offer our services for this significant project.

This scope of services letter, the associated fee proposal, and project schedule are based on the previously provided request for proposal (RFP) materials and addenda, published City of Palm Desert standards and requirements, and the pre-proposal site visit held on Tuesday January 23rd, 2024.

PROJECT DESCRIPTION

Richärd Kennedy Architects (RKA) will provide professional design services through the Schematic Design phase for a new 20,000 to 25,000 square foot full-service library to be located along Fred Waring Drive in Palm Desert, California on an existing City of Palm Desert-owned parcel. The total project budget for design and construction has not been established. It is anticipated that this project will be delivered in a future phase utilizing a Design-Builder procured through a competitive public RFP process administered by the City of Palm Desert.

PROJECT PHASES & DELIVERABLES

Project phasing is proposed to follow the Project Schedule and durations attached to this correspondence. Project phases and anticipated activities and deliverables shall be per the outline below.

PREDESIGN

- Communication Plan
- Design Schedule Review
- Goal Setting & Visioning
 - New Palm Desert Municipal Library: Vision, Mission, & Values
 - Sustainability Goals
 - Library Community Survey Outcomes
- Data Collection
 - Zoning Code: height, setbacks, lot coverage, parking requirements,
 - Building Code
 - Accessibility, Environmental & Conservation Requirements
 - Plat definition: easements, restrictions
 - Library Service Area & Demographics
- Existing Site Conditions: Metes & Bounds, Topography, Utilities
- Site Analysis: Viewsheds, Climate Data, Solar Path, Wind Rose, Surrounding Context, Roadways, Public Transportation, Vehicular & Pedestrian Access, Fire Access, Site Photography
- Facilities & Maintenance Requirements
- Program Clarification & Refinement
 - Community, Technology Space(s), Library Services, Adult Program + Collection, Young Adult, Youth Services, Volunteers, Staff/Workplace, Building Services
 - Room Data Sheets: Size, Program adjacencies, Furniture, Fixtures & Equipment (FFE), Technology, Lighting, Acoustics, Concept Images
- Program Component Cost Modeling by Space Type

DESIGN CHARRETTE

- Goals | Facts | Needs – Overview
- Area Gaming:
 - Youth + Young Adult
 - Adult
 - Flexible Technology Spaces
 - Staff + Work Areas
 - Service
- Library + Site Gaming
- Civil + Landscape Workshop
- Engineering Systems Workshop
- Design Team Working Sessions
- Design Team "Office Hours" for additional "drop-in" interaction with City staff

THREE CONCEPTS DESIGN

- Develop three conceptual (low/middle/high) approaches to the library design
- Deliverable: 3 Concepts Report; included for each concept:
 - Site Plan
 - Floor Plans
 - Renderings: Exterior & Interior
 - Material Palette
 - Cost Estimate
 - Predicted Energy Usage Intensity (pEUI)
 - Predicted Operational & Maintenance Cost
 - Predicted Embodied Carbon
- Qualitative assessment relative to project Goals & Vision
- 3 Concepts Presentation to Library & City Leadership
- Public Presentation (*if requested by City of Palm Desert*)
- City of Palm Desert – Owner Feedback
- Review & Resolution of City comments
- City of Palm Desert - Selection of Preferred Concept

SCHEMATIC DESIGN

- Develop Preferred Concept for formal Schematic Design submittal
- Deliverable: Schematic Design package
 - Civil
 - Landscape
 - Architecture + Interior Design
 - FFE
 - Material Palette
 - Structural
 - Mechanical + Plumbing
 - Electrical
 - AV/IT + Security
 - Acoustics
 - QAQC Review
- City of Palm Desert – Owner Feedback
- Review & Resolution of Library Task Force Comments
- Review & Resolution of Planning Department Comments

FINAL DELIVERABLES

- Incorporate Schematic Design resolutions into final deliverable
- Final Deliverable – Final Schematic Design Package & Material Boards

GRANT WRITING & FUNDRAISING CONTENT ASSISTANCE

- On-call services: Visuals & Technical Writing to support City grant writing & fundraising efforts

EXHIBIT "B"
SCHEDULE OF SERVICES

Proposed Method to Accomplish the Work

Contract No. C47340

Schedule + Milestones + Deliverables

EXHIBIT "B"

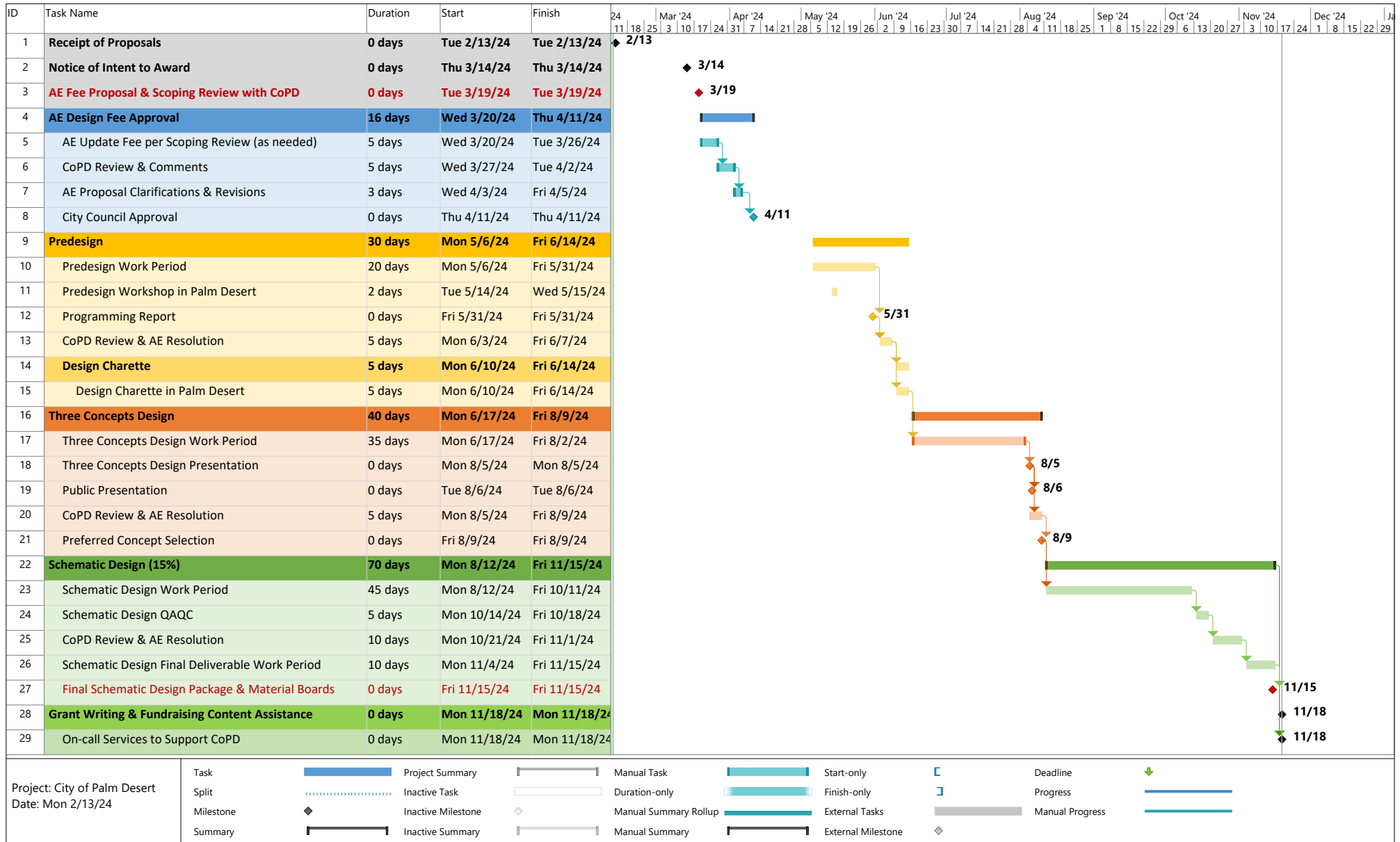


EXHIBIT "C"
COMPENSATION

Basic Services	\$ 499,865
Reimbursables	\$ 15,000
Contingency	\$ 128,000
Total:	\$ 642,865

Contingency belongs solely to the City and shall be expended only upon written direction by the City, to be granted or denied in its sole discretion. Any Contingency amount not fully consumed shall belong solely to the City and shall be refunded to the City by a deductive change order.

PROJECT TEAM

Richärd Kennedy Architects (RKA) will hold the primary design services contract with the City of Palm Desert for this effort. We will utilize an experienced team of professional consultants to perform the work, as follows:

Design Team Member	Discipline(s)
Richärd Kennedy Architects	Library Programming and Planning + Architecture Interior Design + FFE + Project Management
Kimley Horn	Civil + Structural + MPE
Colwell Shelor	Landscape Architecture
NV5	Lighting Design + AV/IT + Security + Acoustics
Abacus	Cost Estimating

PROPOSAL OF FEE / TERMS

The Richärd Kennedy Architects (RKA) team has prepared our fee proposal for professional design services based upon this "Scope of Services Letter" and "Project Schedule." This fee proposal is based upon the anticipated hourly labor required to complete the scope of services within the scheduled phase durations. Our proposal assumes that the Owner is responsible for providing the followings information to the design team: Geotechnical Report, Site Survey (including boundary, topographic, & utility information), however we have provided allowances for these scopes below should the City of Palm Desert elect to have our team perform these services for the project.

Basic Design Services

Civil Engineering	\$29,900
Landscape Architecture	\$22,000
Architecture & Project Management	\$278,000
Library Programming & Interior Design & FFE	\$48,000
Structural Engineering	\$23,000
MPE Engineering	\$26,000
Lighting & AV/IT & Security & Acoustics	\$29,950
Cost Estimating	\$43,015
Basic Services Subtotal	\$499,865

**Allowances for Additional Design Services
per City of Palm Desert Scoping Review**

Geotechnical Report	\$5,800
Site Survey	\$4,700
Preliminary Water Quality Management Plan	\$4,900
Preliminary Hydrology Analysis Report & Calculations	\$4,900
Preliminary Fine Grading & Drainage Plan	\$4,300
Preliminary Wet Utility Plan	\$3,900
Grant Writing & Fundraising	\$9,980

Allowances for Authorized Reimbursable Expenses

Air Travel (per round trip occurrence)	\$250
Lodging (per diem)	\$175
Mileage (per mile)	\$0.67
Direct Expenses for Material Boards	\$1,200



Contract No. C47340

Upon City of Palm Desert written request, Additional Services shall be provided by the design team at the hourly rates provided in the table below.

Richard Kennedy Architects	\$/hr
Lead Designer	\$376.80
Lead Technical Architect	\$376.80
Lead Interior Designer	\$180.00
Sr. Project Manager	\$208.01
Sr. Library Programmer + Planner	\$203.46
Sr. Project Architect	\$203.46
Project Architect	\$162.77
BIM/Visualization	\$143.18
Sr. Designer	\$143.18
Designer	\$97.97
Jr. Designer	\$91.95
Job Captain	\$103.99
Sr. Interior Designer	\$144.68
Jr. Interior Designer	\$85.90
Construction Administrator/Specifier	\$192.93
Administrative	\$90.58
Kimley Horn	\$/hr
Analyst I	\$130.00 - \$160.00
Analyst II	\$170.00 - \$200.00
Professional	\$195.00 - \$230.00
Senior Professional I	\$245.00 - \$315.00
Senior Professional II	\$340.00 - \$410.00
Senior Technical Support	\$115.00 - \$290.00
Technical Support	\$105.00 - \$165.00
Support Staff	\$85.00 - \$145.00
Colwell Shelor	\$/hr
Principal Landscape Architect	\$200.00
Project Landscape Architect	\$175.00
Project Manager	\$150.00
Designer	\$110.00
Technical	\$95.00
Administrative	\$75.00
NV5	\$/hr
Principal-In-Charge	\$250.00
Principal Designer	\$230.00
Associate Principal	\$210.00
Project Consultant / Technology Planner	\$195.00
Software Developer / Specialist	\$195.00
Designer	\$195.00
Asst Designer	\$135.00
Project Coordinator	\$135.00
Graphic Artist	\$135.00
Sr. BIM Modeler / CAD Specialist	\$115.00
BIM Modeler / CAD Specialist	\$100.00
Administration	\$65.00
Abacus	\$/hr
Principal	\$203.67
Project Director	\$181.40
Sr. Cost Estimator	\$165.48
Cost Estimator (incl MEP)	\$149.57
Administrative Asst I	\$71.07
Administrative Asst II	\$76.38